

# Product Terms and Conditions

## for advertising of Services

of

**BEZKEMPU s.r.o.**

with its registered office at Ve žlábku 1800/77, Horní Počernice, 193 00 Prague 9

ID No.: 072 13 557

registered in the Commercial Register maintained by the Municipal Court in Prague, section C, insert 295444 (hereinafter referred to as the “**Operator**”),

## 1. INTRODUCTORY PROVISIONS

1.1. The Operator operates an advertising portal on the website [www.bezkempu.cz](http://www.bezkempu.cz) (hereinafter referred to as the “**Website**”), on which it publishes offers of third parties (Providers) for the provision of their Services or Land for temporary use to other persons (Interested Parties), and through which it enables the conclusion of relevant agreements between Providers and Interested Parties and the payment of fees from these agreements.

1.2. In accordance with the Operator's Terms and Conditions of 1 April 2021, which regulate the rights and obligations between the Operator and the Users under the User Account Agreement (hereinafter referred to as the “**Terms and Conditions**”), these Product Terms and Conditions (hereinafter referred to as the “**Product Terms and Conditions**”) regulate, in accordance with Section 1751(1) of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”) specific terms and conditions for the provision of services provided by the Operator on the basis of the User Account Agreement to the Provider, in relation to the Services.

1.3. These Product Terms and Conditions form an integral part of the User Account Agreement and any other agreement that refers to these Product Terms and Conditions.

1.4. The Product Terms and Conditions may be modified or amended by the Operator. Such modifications and amendments are without prejudice to the rights and obligations arisen during the effective period of the previous version of the Product Terms and Conditions. Upon the Provider's consent to the new version of the Product Terms and Conditions, the previous Product Terms and Conditions shall cease to be effective and the new version of the Product Terms and Conditions shall become an integral part of the User Account Agreement or any other agreement that expressly refers to these Product Terms and Conditions. This is without prejudice to Article 6.2 of the Product Terms and Conditions.

1.5. Unless otherwise expressly stated in these Product Terms and Conditions, the provisions of the Terms and Conditions shall apply to these Product Terms and Conditions in the alternative. In

the event of a conflict between the provisions of these Product Terms and Conditions and the Terms and Conditions, the provisions of these Product Terms and Conditions shall prevail.

1.6. Capitalised terms used in these Product Terms and Conditions shall have the same meaning as those indicated in this way in the Terms and Conditions.

## 2. Services provided

2.1. In accordance with Article 3 of the Terms and Conditions, the Provider may offer Services to the Interested Parties through their User Account for the purpose of concluding the relevant Service Agreement and may withdraw such offers (up to the point of concluding the Service Agreement), subject to the terms and conditions set out in these Product Terms and Conditions.

2.2. The Operator agrees to provide the Provider with the service of publishing the Provider's offers on the Website, and the Provider agrees to pay the fee specified below for this service.

## 3. Fee for the Services provided

3.1. The amount of the fee that the Provider is obliged to pay to the Operator for the services provided pursuant to Article 2.2 of these Product Terms and Conditions and for the related services pertaining to the User Account is determined as a part of the Fee paid by the Interested Party to the Provider pursuant to Article 7 of the Terms and Conditions for the Services provided, as per the table below:

Service of the Provider	The amount of the Operator's fee for each Service Agreement concluded through the Website
Camper, motorhome rental	<b>10%</b> of the Fee paid by the Interested Party
Sports equipment rental	<b>10%</b> of the Fee paid by the Interested Party
Other services	<b>20%</b> of the Fee paid by the Interested Party

3.2. For the purpose of determining the amount of the Operator's fee, the **cancellation fee** paid by the Interested Party to the Provider according to Article 5.1.1 of the Terms and Conditions shall be considered as a Fee, in which case the Operator's fee shall be determined as follows:

Cancellation fee	The amount of the Operator's fee for each cancellation fee paid by the Interested Party
<b>50%</b> cancellation fee paid in the case of <u>camper or motorhome rental</u> according to Article 6.1.1.1 of the Terms	<b>5%</b> of the Fee for the relevant Service

<p><b>20% and 50%</b> cancellation fee paid according to Article 6.1.2.1 or 6.1.2.3 of the Terms and Conditions</p>	<p><b>10%</b> of the Fee for the relevant Service</p>
<p>100% cancellation fee paid according to Article 6.1.1.2 or 6.1.2.2. Of the Terms and Conditions</p>	<p>the Operator's fee is determined according to the table in Article 3.1</p>

3.3. The Operator's fee under this Article 3 of the Product Terms and Conditions is payable within seven (7) days from the date of:

3.3.1. termination (cancellation) of the relevant Service Agreement by the Interested Party pursuant to Article 5.1.1 of the Terms and Conditions, or

3.3.2. the commencement of the provision of the Service, whichever is earlier.

3.4. The Operator's Fee under this Article 3 of these Product Terms and Conditions shall be paid by set-off against the Provider's claim towards the Operator under Article 7.4 or 7.5 of the Terms and Conditions (i.e. the Operator's Fee under this Article 3 of the Product Terms and Conditions shall be deducted from the Fee or the Cancellation Fee). The Provider expressly agrees to this set-off. In the event that for any reason the set-off according to the previous sentence cannot be made, even in part, the Provider undertakes to pay the Operator's Fee to the Operator's bank account within 3 days from the date of receipt of the Operator's written (email) request for payment. In such case, no set-off shall be made in accordance with this Article.

## **4. Payment of the Provider's Fee and any cancellation fee**

4.1. The Operator shall pay the Provider the Fee pursuant to Article 7.4 of the Terms and Conditions or the cancellation fee pursuant to Article 7.5 of the Terms and Conditions (both less the Operator's fee pursuant to Article 3 of these Product Terms and Conditions) within seven (7) days of:.

4.1.1. termination (cancellation) of the relevant Service Agreement by the Interested Party pursuant to Article 5.1.1 of the Terms and Conditions, or

4.1.2. the commencement of the provision of the Service, whichever is earlier.

## **5. Services and their offer**

5.1. The Provider shall offer the Services on the Website by electronic means by filling in the details of the Services in the relevant form within their User Account and by sending these details

to the Operator by clicking on the “Offer” button. The Service details may include uploading photographs of items or other things provided as part of the Services, and by making an offer of the Services, the Provider expressly authorises the Operator to use the photographs for the purposes of the Services provided thereby, for the duration of the User Account Agreement. In the event of a change to any of the details of the Services provided by the Provider in the form under this Article, the Provider shall promptly update the details of the Services. A breach of this obligation shall be deemed a material breach of the Provider's obligations.

5.2. The Provider is entitled and undertakes to offer on the Website only such Services, the provision of which they are authorized to provide (including any trade license), the provision of which is not contrary to generally binding legal or other regulations and the provision of which does not interfere with the rights of third parties. The Provider is obliged to provide the Services properly and with all due care. Violation of this Article by the Provider shall be considered a breach of the User Account Agreement in a gross manner.

5.3. If the subject of the Service is to be the provision of an item for temporary use by the Interested Party, it must be an item in the exclusive possession of the Provider, or the Provider must be entitled to transfer such item to a third party for temporary use on the basis of another legal title (e.g. on the basis of a lease agreement that does not exclude the conclusion of a sublease agreement in relation to such item, etc.).

5.4. The Provider shall decide on the selection of the Services to be offered on the Website solely on their own responsibility. This is without prejudice to the Operator's right under Articles 5.5 and 5.6 of these Product Terms and Conditions.

5.5. The Operator is not obliged to accept the offer of Services for publication on the Website. The Operator reserves the right to make the final decision as to which Services will be published on the Website.

5.6. The Operator reserves the right to remove any offer of Services from the Website, in particular with regard to negative user reviews of the Services or the Provider. For the avoidance of doubt, the removal of the Services from the Website shall not affect any Service Agreements already concluded in relation to the Services in question.

## **6. FINAL PROVISIONS**

6.1. If any of the provisions of the Product Terms and Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision the meaning of which is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.

6.2 In accordance with Section 1752 of the Civil Code, the Parties agree that the Operator may unilaterally amend the Product Terms and Conditions to a reasonable extent. The Provider shall be notified of the amendment of the Product Terms and Conditions by email to the address indicated in the User Account. The Provider may reject the change of the Terms and Conditions and terminate the User Account Agreement within a notice period of one (1) month.

In Prague, on 2021  
BEZKEMPU s.r.o.