

General Terms and Conditions

The General Terms and Conditions apply to contracts negotiated and services provided via the online portal Fishsurfing, placed on the website www.fishsurfing.com, operated by our company

FISHSURFING s.r.o.

with registered office at Hráskeho 2231/25, Chodov, 148 00 Praha 4, Czech Republic

Corporate ID number: 28709047

VAT ID: CZ28709047

registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 212833

Delivery address: FISHSURFING s.r.o., Hráskeho 2231/25, Chodov, 148 00 Praha 4, Czech Republic

Contact e-mail: support@fishsurfing.com

as the **operator of the website** (or “we“)

1. GENERAL PROVISIONS

1.1. In these General Terms and Conditions several terms are used in the below stated meaning:

- **advertisement** is a paid service consisting of a presentation of goods or services on the website;
- **Civil Code** means Act no. 89/2012 Sb., the Civil Code, as amended;
- **Consumer Protection Act** means Act no. 634/1992 Sb., on Consumer Protection, as amended;
- **content** means any content, that you place on the website, particularly a video, photograph, picture or a text;
- **contract** means any contract negotiated under the Terms, especially a contract of the provision of services, which governs your access to the user account, or a contract which includes provisions of paid services;
- **free service** means creation and management of a user account, or any other services specified on the website, that we provide free of charge;
- **paid service** means a service which is only accessible to certain entities after a payment. It includes especially an insertion of the advertisement on the website;
- **service** is our activity which includes operating the website, especially maintaining the user account, giving you an access to communication channels and any other services specified on the website;
- **Terms** means these General Terms and Conditions;
- **website** is a website placed on the address www.fishsurfing.com.

1.2. **What governs our legal relationship?**

Our legal relationship is governed by the following documents:

- the Terms, which define and specify our mutual rights and obligations;
- the Terms of Use of the Website, which govern the registration on the website, protection of your personal data, protection of the website content and further relations connected with the use of the website;
- any conditions and instructions stipulated on the website, especially when concluding the contract;

and in any matters not covered by the Terms by the following Czech legislation:

- Civil Code;
- Consumer Protection Act (only if you are a consumer).

Please note, that in case your residence or your registered office is situated outside of the Czech Republic or if our legal relationship includes any other international element, our relationship is **governed by the Czech Law**. In case you are a consumer and the legal order of your state of residency provides you with a higher level of consumer protection than the Czech legal order, the higher level of consumer protection applies to you.

1.3. **How do you express your consent with the Terms?**

You express the consent and the acquaintance with the Terms during the registration on the website.

The Terms can be changed or amended. Your rights and duties are governed by the wording of the Terms effective at the time of their origination.

1.4. **Information on contracts concluded via the website**

The contract is not concluded in writing; the contract consists of the Terms, the web form, or, where appropriate, your order of paid services.

The contract for the creation of a user account (personal or business) is concluded when our confirmation of the completed registration on the website is delivered to you. This confirmation is delivered to the e-mail address specified in the web form.

The contract for a paid service is concluded when you make the payment of this paid service. You will be informed of our reception of the respective payment through your user account.

The contract is possible to conclude in the Czech or English language, unless we explicitly agree on any other language.

The contract (including the Terms) is maintained by us in an electronic form. The contract is not accessible to third parties, but we will send it to you upon your request.

2. Registration and user account

2.1. How can you register?

You need to be registered on the website via a web form to use the website and our services. You can create a personal account or a business account. The business account can only be created by entrepreneur or a legal person.

You must fill the web form with required information, particularly name and surname or corporate name, contact email and photograph. If you want to create the business account, it is necessary to confirm in a web form that you are an entrepreneur or a legal person. You must send us a document proving that you are an entrepreneur or a legal person at our request.

A new user account is created by the registration. After the registration, we will send you an email which confirms your registration. **The contract of the provision of services is concluded by confirmation.**

To access the user account an email address and a password are required. **You are obliged to keep the access data to the user account in secret.** We are not responsible for any misuse of the user account by a third party. In case of change of your user details the data must be changed without undue delay.

Protection of personal data in connection with the registration on the website is governed by the Terms of use of the Website.

Please note, that it is not possible to create more than one user account of the same type for one person. Each website user is entitled to have only one user account of the same type.

2.2. How can you access a user account?

To access the user account an email address and a password are required.

2.3. What are functions of the website?

Through the **personal account**, you can manage the user account, add posts and comments on the website and, in accordance with the Terms, you can add videos, photographs and other content on the website. You can further add, in accordance with the Terms, advertisements relating to your tourist assistance services. This is the only paid service you can use through the personal account.

Through the **business account**, you can use the services in a scope of the personal account. You have further an option to use some other paid services, especially to insert advertisements for goods and services on the website.

Any other functions of each type of the account are stated on the website.

2.4. How can the user account be deleted?

If you want to delete your account, you can do so via your user account.

In case of deleting the user account, we are not obliged to compensate a purchase price which you have already paid for our services.

Note that we have a right to delete your user account without any compensation, if a violation of good manners, valid legal regulation or these Terms occurs via your user account.

3. PAID SERVICES

3.1. How to order paid services?

Paid services can be ordered through the business account. Through the personal account it is possible to order only paid services consisting of placing your advertisement concerning tourist assistance services on the interactive maps on the website.

To order paid services via the user account on the website, choose the option "PAY" and then make a payment via the payment gateway, or by any other way currently allowed on the website.

Paid services are always paid on an on-off basis for a predetermined period. The price is set depending on the length of that period. The final price includes all taxes and fees. The price is a lump sum and is paid regardless of whether you use the paid service or not.

You will be informed of the expiration of the period, for which the service has been paid, upon the expiration. For the extension of the provision of paid services, it is necessary to make another payment.

3.2. When can you start using the paid service?

You will be provided with the service ordered through your personal or business account without undue delay after the moment your payment is credited to our bank account, but not before you provide us with necessary materials or information, if the service cannot be provided without such materials or information.

3.3. Is the publication of an advertisement subject to our approval?

The advertisement can be subject to our prior approval. If we find out that the advertisement is contrary to these Terms, applicable legislation of the Czech Republic or good manners, we have the right not to publish the advertisement or to delete already published advertisement.

We have the right not to publish your advertisement especially in case, that the advertisement:

- is not serious, sufficiently precise or comprehensible;
- may constitute an abusive or restrictive conduct for a competition, which is capable to cause injury to third parties, in particular in the form of misleading advertising, misleading identification of goods and services, creating a likelihood of confusion, free-riding on reputation, disparagement of a competitor, prohibited comparative advertising or another similar conduct;
- advertises, promotes, attracts customers or is otherwise related to:
 - a) multilevel marketing and provision systems, or

- b) unauthorized reproduction, lending, renting or selling objects of intellectual property rights;
- is contrary to the Terms, applicable legislation and good morals, i.e. especially the advertisements and contributions which can be considered offensive, vulgar, xenophobic, defaming race, nation or religious belief, and also contributions of erotic or pornographic nature;
- is contrary to the general rules for the insertion of content on the website according to Article 4.2 of these Terms.

3.4. What are the conditions of the provisions of the paid services?

Published advertisements must always be up-to-date. Therefore, you are obliged to change the advertisement (or to remove it from the website) in case of any changes in goods or services which are included in the advertisement.

You undertake to comply with all conditions specified in the published advertisement in transactions with any users of the website, for a period that is listed in the advertisement or for the period of the publication of the advertisement. You further undertake to provide the advertised performance properly, in time and in a proper quality. In case of a breach of any obligation under the previous sentence, we have the right to claim compensation for any damage, which arises from the breach, from you. We further have the right to terminate the cooperation with you.

It is your responsibility to make sure that:

- you are a vendor of goods or services which are advertised or you are authorized by the vendor to publish the advertisement;
- you meet legal conditions for selling goods or providing services, in particular that you are a holder of the respective Trade license or other required authorization;
- all data provided when filling in the web form are truthful, complete, accurate, correct and up-to-date;
- goods and services are provided in accordance with an applicable legislation of the Czech Republic or the state where the goods or services are provided, and these Terms;
- you use the paid services in compliance with the general rules for the insertion of content on the website according to Article 4.2 of these Terms.

3.5. What right do we have in case of violation of the rules stated above?

If any statement in Article 3.4 of these Terms turns out to be false or if you breach your obligation under Article 3.3 or 3.4 of these Terms and any performance is claimed against us by a third party in connection with this, we have the right to claim the reimbursement of the costs associated with the claims of the third parties against you, including legal costs.

4. INSERTING A CONTENT ON THE WEBSITE

4.1. What content can you insert on the website?

Content placed on the website means usually, but not exclusively videos, photographs, pictures, texts, including comments and posts, which you insert on the website.

When inserting a content on the website, you must follow the rules stated below.

Any inserted content must be related to fishing. We are entitled to delete any content which does not correspond with this topic. If such content is subject of paid services, we are not obliged to refund the purchase price you have already paid for these services.

4.2. What duties regarding the content do you have?

You are forbidden to publish any content:

- **which harms or is capable of harming a reputation of third parties;**
- the publishing of which would be contrary to these Terms, applicable legislation and principles of morality, i.e. especially contributions which can be considered offensive, vulgar, xenophobic, defaming race, nation or religious belief, and also contributions of an erotic or pornographic nature;
- containing texts and images which you don't have copyrights or a valid licence for;
- which contains contact information of another person or data which could be considered personal data, unless that person has given his or her consent to the publication;
- which contains virus or another software, which is capable to cause harm to us, other users or third parties;
- which contains unsolicited commercial communication (in case that it is not an allowed advertisement).

4.3. What rights related to a breach of the above-mentioned rules do we have?

We reserved the right to delete or make unavailable a content, which breaches or may be contrary to the Terms or legislation of the Czech Republic or another state. Further, we are entitled to delete or make unavailable any content without giving any reason or to delete your user account in accordance with Article 2.4 of the Terms.

Should any compensation for damage or other harm be enforced from us because of your infringement of applicable legislation, principles of morality or the Terms, we shall be entitled to seek compensation in full from you for such damage which we have incurred in relation to such infringement.

4.4. What rights related to the content you insert on the website do we have?

By publishing the content on the website, you grant us a gratuitous, non-exclusive, transferable and geographically unlimited license for an indefinite period of time to any published content for the purpose of promotion of our services and the website.

It is your responsibility to ensure that you are a holder of all rights to the published content. If the content captures an image of you and/or image of a third person, you grant us an explicit consent to spread these images in accordance with above-mentioned license and you declare that you have gained an approval from all persons in the picture. You grant us your consent for an indefinite period. This consent is revocable at any time.

5. DURATION OF COOPERATION AND ITS TERMINATION

- 5.1. You can use the paid services for the period you made the payment for.
- 5.2. You are entitled to end a use of both paid services or free services at any time through your users account. We are not obliged to refund you price you paid for the paid services.
- 5.3. We reserve the right to end a provision of both the paid services and free services, if the violation of the Terms, legislation of the Czech Republic or principles of morality occurs. Further, we are entitled to end you a provision of services at the end of an operation of the website.
- 5.4. **If you are a consumer, by agreement with the Terms, you give us an explicit consent with providing the service within the withdrawal period.**
- 5.5. **By agreement with the Terms under the article 5.4, you agree that in case of provision of the service within the withdrawal period, you shall lose the right to withdraw from the contract within 14 days under the section 1837 subparagraph a) of the Civil Code.**
If the paid service is not completely provided within the withdrawal period, you will not lose the right to withdraw from the contract, however you are obliged to pay us a part of the price for providing the paid service to the moment of withdrawal (in accordance with § 1834 of the Civil Code).
- 5.6. **Articles 5.4 and 5.5 of the Terms only apply to consumers.**

6. WARRANTY CLAIMS

Your rights from defective performance are governed by the relevant legislation (in particular by the provisions of sections 1914 to 1925 of the Civil Code). **The warranty claim will be settled not later than 30 days from the date of the assertion of the warranty claim.**

6.1. How to claim a payment of paid services?

If the paid service was not provided to you after the payment is proceed, contact us promptly via a contact email or a phone. We recommend you to attach a proof of payment for quick settlement of the claim.

If the claim is found justified, we will provide you the service in a correct form, depending on a nature of the service, without undue delay.

6.2. How to claim the services?

As a provider of the services we are liable for providing the services in accordance with the contract, i.e. the services correspond with their description on the website, they are provided in accordance with legislation and they are provided for a specified period.

Claim the warranty without undue delay after discovery of the defect, but no later than 6 months from the moment of provision of the service.

In case of a justified claim, you can choose one right from the following:

- (a) free of charge provision of an alternative service;
- (b) extension of the paid service;
- (c) appropriate discount from the purchase price;
- (d) withdrawal from the contract.

Tell us a chosen method of the settlement of the claim when sending us the claim or immediately after the claimant. If you do not choose the method, you will be provided with free of charge provision of an alternative service or an appropriate discount from the purchase price.

7. RESERVATIONS

- 7.1. **We are not liable for the accuracy, completeness and legality of your content or the content of other persons on the website. We do not check, authorise or modify the content. Posts and comments on the website express personal opinions of their respective authors. We are not liable for such posts and comments**
- 7.2. **You use the website at your own risk. We are not liable for any direct or indirect damage, including loss of the saved data, which is a result of the use or inability to use the website.**

8. FINAL PROVISIONS

- 8.1. **What permissions do we have for the performance of our activities and who controls us?**

We are a holder of a trade licence for the provision of services. Our activity is not subject to any other permissions.

Trade control is carried out by the respective Trade Office within the scope of its competency. The Czech Trade Inspection Authority performs a control of compliance with the consumer protection legislation. The consumer rights are also advocated by their interest groups and other entities designated to their protection.

- 8.2. **How do we handle the complaints?**

We handle any complaints via our contact email. Furthermore, you can contact the bodies referred to in Article 8.1. In relation to our customers, we are not bound by any codes of conduct, nor we follow any of them.

- 8.3. **What rights may you exercise if a dispute arises from the contract?**

If a contractual dispute arises between you as a consumer and us, and we have not been able to settle the dispute directly, you have the right to submit the dispute to the Czech Trade Inspection Authority (<http://www.coi.cz/>) in order to carry out alternative dispute resolution procedure. You shall exercise the right within 1 year of the date you have asserted the right subjected to the contractual dispute.

If you are dissatisfied with goods or services purchased, you can use the Online Dispute Resolution Platform developed by the European Commission (<http://ec.europa.eu/consumers/odr/>). It is also possible to use the Online Dispute Resolution Platform for the purpose of selecting the alternative dispute resolution bodies which offer out-of-court settlement procedures.

8.4. **What else should you know?**

When concluding the contracts the means of distant communication are used (especially the Internet). Costs incurred by the use of such means of distant communication (mainly the cost of internet or phone calls) are paid by yourself. **These costs do not differ from the ordinary rate.**

Unless agreed otherwise, all correspondence between us related to the contract is in writing, either by sending an e-mail, registered mail or by personal delivery. We will communicate with you either to the email address specified in the purchase order or in your user account.

Should it be the case that any provision of the Terms is invalid, ineffective or inapplicable (or will become as such), the provision, which by its sense is closest to the invalid, ineffective or inapplicable provision, will apply. By the invalidity, ineffectiveness or inapplicability of one provision shall not be affected the validity of the remaining provisions. **The contract of sale (including the Terms) can be changed or amended in writing only.**

The Terms are valid and effective as of 01.07.2017.