

# GENERAL TERMS AND CONDITIONS

## PREAMBLE

We are Booster auto s.r.o., with registered office at Keltská 156, Lhota, 252 41 Dolní Břežany, reg. no. 17471427, DIČ CZ17471427, Company registered in the commercial register maintained by the Municipal Court in Prague, section C, insert 372173 ("**Company**") and we provide services accessible via the website <https://auto-heaven.com>.

## I. Scope

1. For the use of services which you can use as a dealer ("**User**") on the website, the following General Terms and Conditions shall apply exclusively, as well as the provisions of the service package which you selected and our **Privacy policy**. The Consumer GTC shall be applicable for private advertisers. The services regulated under this GTC are provided by the Company. If the User is a consumer, then consumer rights apply to him and some obligations stated in these GTC do not apply. The contractual penalties specified in these GTC shall not apply to the User who is a consumer.
2. Any special agreements and side arrangements provided prior to contract conclusion shall only become contents of the contract if the Company confirms them expressly in writing. Any subsequent changes shall also require the written form for their validity. Oral side arrangements were not made. Conflicting GTC by the User shall be herewith explicitly opposed and excluded.
3. The Company shall reserve the right to change these GTC if the changes are reasonable for the User taking the interests of the Company into account. This shall be particularly the case if the changes are without any economical disadvantages for the User, e.g. in case of changes in the registration process or adjustment of the GTC taking into account any changes or new services or functionalities.
4. The Company shall advise the User via e-mail of any changes of the GTC and indicate that the changes are considered accepted unless the User opposes them within 4 weeks.

## II. Services provided

1. The Company maintains an Internet platform on which automotive advertisements can be inserted and managed by the User against payment. The subject of the services shall be provided in the possibility of inserting automotive advertisements into the database and to make them accessible to third parties via the Internet. Any other scope of services agreed upon with the User shall depend on the service package selected by the User.
2. Any use of the services and the database by the User shall only be allowed to the extent defined by these GTC (especially Clause 3 and 4) and possibly in the service package, as well as under the conditions here described.
3. The Company shall reserve the right to modify at any time even the payable services or parts thereof, or to stop them or replace them for other services as far as this is reasonable for the User. There shall be no entitlement to the maintenance of specific services or parts thereof (especially individual functionalities). In particular, this shall apply for services which are not explicitly named in the performance description of the selected service package or which are offered without additional compensation after contract conclusion by the Company.

## III. Contract conclusion and registration

1. User shall register in order to use the services. Registration shall only be allowed for legal entities and for natural persons with full legal capacities. The person doing the registration for a legal entity shall be authorized to conclude corresponding contracts.
2. User shall be obligated to truthful and complete statement of the data queried during registration. Within the scope of the registration and the ongoing contract relationship, the Company shall be entitled to demand the submission of an excerpt of the commercial register and/or the trade register and other documents and information which are deemed mandatory or expedient for the contract conclusion or for maintaining the contract relationship.
3. Upon sending the registration data to the Company, the Company will be submitted an offer for the conclusion of a contract.
4. The Company shall decide according to its free discretion on the acceptance of the offer. If the Company does not confirm the registration within a reasonable period by e-mail to the e-mail address indicated by the User, User shall no longer be bound to the offer. Upon confirmation of the offer by the Company, a contract shall come about between the User and the Company.
5. Per User (i.e. legal entity), only one registration shall be allowed. If a User has several branches, each branch shall be registered as a separate user. The registration at the Company shall not be assignable. Every user shall receive a password.
6. User shall be obligated to advise the Company immediately of any changes of its data.
7. User shall be obligated not to disclose the password, not even upon inquiry. The Company herewith points out that the Company employees shall not be authorized to ask the User for its password. If you have forgotten your password, you can request – via the function "password forgotten" – that a new password will be sent to your indicated e-mail address.
8. User shall be liable for damages which are incurred due to third parties having gained knowledge of its password due to its negligent or intentional conduct. The Company shall be immediately informed by e-mail if User's password should have been stolen or if User obtains knowledge that its password is unlawfully used.
9. The Company will save the following User data if a potential User uses the contact form to contact the User: e-mail address of the potential User and ID of the User. The potential User will be able to rate the Users they contacted via the contact form on the website.

#### **IV. Rights and obligations**

1. Through the transmission of advertising data, the User shall grant the Company and its affiliated companies the following non-exclusive, assignable rights not limited in time and space, in the transmitted contents (including the right to grant sublicenses):
  - Archiving and database right, i.e. the right to archive the contents in any form and in particular to record them even in digitalized form, insert them into databases and store them on all known storage mediums and on any possible data carriers, and connect them with other works or parts of works;
  - Right of duplication and dissemination, i.e. the right to randomly store the contents, duplicate them and make them accessible or disseminate them in electronic or other media (e.g. Internet, newspapers, magazines) partially or entirely;
  - Editing right, i.e. the right to edit the contents in any manner; in particular, change them, shorten them, supplement them, and connect them with other contents.In particular, the Company shall be entitled to have the aforementioned activities performed by third parties.
2. All contents (e.g. texts, advertisements) or characteristics (trademarks, the Company names, logos) which are made accessible on the Internet sites of the Company shall enjoy possibly protection under copyright, trademark and, as the case may be, unfair competition laws. Within the scope of the contract, the Company grants to the User a non-exclusive, non-assignable right, limited in time to the duration of

the contract, without the right to sublicensing, to use the contents made accessible within the scope of the customary use according to the contract – as defined by the purpose of the contract and the service package. Any use in excess thereof shall constitute misuse and shall be subject of claims by the Company according to civil law and possibly even according to criminal law. Misuse shall be considered in particular

- automated search of the database by means of software; or
  - copying the contents of the database (individually or in their entirety) and making accessible on other Internet sites or in other media, unless it would concern at the same time the User's contents.
3. As far as the User was provided by the Company with software programs for the performance of the contract, User shall obtain a non-exclusive, non-assignable right limited in time to the duration of the contract, without the right of sublicensing, to use the software on a single hardware unit utilized by the User. User shall be obligated to return to the Company the software programs plus any possible backup copies upon the end of the contract or to confirm, in writing, their deletion to the Company.
  4. For any case of actions by User that breach the rights indicated in Clause 2 and 3, the User shall be obligated to pay to the Company a contract penalty in the amount of € 10,000.00. The Company shall reserve the right to claim further damages.

## **V. Payment terms**

1. The basic price for the services by the Company shall depend on the contractually agreed upon service package. If the User takes advantage of more services than have been contractually stipulated with the service package, the Company shall retroactively bill him in accordance with the applicable prices.
2. Price adjustments during the contract term shall be made known to the User 4 weeks prior to their becoming effective. In this case, User shall have the right to extraordinary termination of the contract effective for the date of the price increase becoming effective. If User continues to take advantage of the services of the Company after the price change has become effective, this shall present a declaration of consent with the price change.
3. Unless otherwise agreed upon in the individual case, the Company shall bill its services monthly. The amount of the invoice shall be exclusively collected by direct debiting. The Company shall prepare an invoice.  
The Company will charge the amount of the invoice not before the second day after the receiving of the invoice (= pre-notification) from the agreed account (= due date).
4. All amounts shall be principally due upon receipt of the invoice. User shall be in default if the amount of the invoice is not paid within 14 days. If User is in default, the Company shall be entitled to demand late interest in the amount of 10% p.a. above the basic interest rate. User shall be at liberty to prove that the Company has incurred lesser damage. Also unaffected shall be the right of the Company to demand the statutory default interest or to prove to the User that greater damage was incurred.

## **VI. Termination of the contract**

1. The contract shall be concluded, depending on the case, for an indefinite term or for a minimum term. Contracts with an indefinite term can be terminated mutually ordinarily with a period of 1 month to the end of the month. Contracts with a minimum term can be terminated mutually by with a period of 1 month to the end of the last month of the minimum term. Otherwise, the contract shall be exist for an indefinite term, which can be terminated ordinarily with a period of 1 month to the end of a month.
2. The right of extraordinary termination shall remain unaffected. The Company shall have the right of extraordinary termination especially
  - a. the User breaches material provisions of these GTC or if User does not meet the main performance obligations under the contract and does not remedy – within a period of 10 workdays – this breach of obligation despite a written reminder.  
The "material provisions" of these GTC in the above mentioned meaning shall include especially

- the obligation to use the offer of the Company only in the allowed scope;
  - the obligation of providing truthful information;
  - the prohibition of making the allocated password accessible to third parties;
  - the obligation of complying with the Requirements on the Layout of Advertisements and not inserting any illegal or unlawful contents;
- b. if the User is in default of payment for more than 30 days or if User unjustifiably opposes debit notes;
- c. if the User becomes insolvent (thus, e.g. no longer meets salary claims or supplier receivables), or if User is in excessive debt;
- d. if bankruptcy proceedings, settlement proceedings or similar proceedings have been instituted over the assets of the User, or if the institution of such proceedings has been applied for and if the application is not remedied by revocation within a period of 5 days.
- Notices of termination must be in writing.

If the User is not a consumer, he is entitled to withdraw from the purchase contract only in cases defined by law. A User who concluded a purchase contract outside of his business activity as a consumer has the right to withdraw from the purchase contract.

The deadline for withdrawing from the contract is 14 days from the day of conclusion of the contract.

In order to comply with the withdrawal period, the User must send a withdrawal statement within the withdrawal period.

To withdraw from the contract, the User can use the model withdrawal form provided by the Company. The User sends the withdrawal from the contract to the Company. The Company will immediately confirm receipt of the form to the User.

If the User withdraws from the contract, the Company will return to him without delay, but no later than 14 days from the withdrawal from the contract, all funds, including delivery costs, that he received from him, in the same way. The Company will return the money received to the User in another way only if the User agrees and if it does not incur additional costs.

## **VII. Content and responsibility**

1. Acceptance of the User's contents into the Internet offer shall be at the discretion of the Company. The Company shall reject the insertion of User contents or, respectively, remove inserted contents especially if they are
  - not in compliance with the Requirements on the Layout of Advertisements of the Company; or
  - illegal in the opinion of the Company.
2. If a content inserted by the User is complained about by a third party, the Company shall be entitled – to avoid own legal disadvantages – to remove these contents immediately and without being under any obligation to check the merits of this complaint.
3. The Company shall be entitled to immediately block access of the User if
  - if illegal contents were inserted;
  - the User is in default of payment, has cancelled its authorization for direct debiting, or has unjustifiably objected to a debit note;
  - there is the wellreasoned suspicion that a third party is (co-)using the access of the User;
  - there is any other case of misuse of the database or any exceeding of the use rights set forth above.
4. In all cases, the User shall be advised in good time before the blocking (written warning). The Company shall be entitled to demand a fee in the amount of € 75.00 for the renewed clearing.
5. If, despite a written warning, the User again culpably breaches the provisions of this Clause, the Company shall take measures to permanently exclude the User from the offer. In this case, the Company shall be furthermore entitled to demand a contract penalty of € 5,000.00 per started week in

which the breach or the misuse continues to exist. Similarly, in case of breaches against the presentation of an advertisement (e.g. advertisement from a professional dealer presented as inserted by a private advertiser), the Company shall claim a contract penalty in the amount of € 5,000.00 per vehicle presented in this manner.

6. User shall be exclusively responsible for the legality or the correctness of the contents inserted by the User. The Company shall be merely a technical service provider and as such will be neither active as a mediator or representative of the User, nor otherwise on the User's instruction.
7. User shall release the Company from any claims which third parties may lodge against the Company due to the infringement of their rights because of its advertisement or due to the User otherwise using the website of the Company. In this case, User shall also accept the costs of the necessary legal defense by the Company, including all court costs and fees for legal counsel. This shall not apply if and insofar as the User is not responsible for the violation of laws.

### **VIII. Warranty and Liability**

1. The Company shall ensure the availability of the data base most of the time. Availability in this sense shall mean that contents can be inserted in the data base and data can be retrieved from it.
2. Not included in the availability shall be the times required for the maintenance of the system and interruptions for offline backups – each in a reasonable scope – as well as interruptions due to force major or due to other causes which could not be averted by the Company. This shall include e.g. emergency measures to prevent any virus spreading. If possible, the Company shall announce these times in advance on the website.
3. With regard to the insertion of image files, the Company shall not be liable for the quality of the rendition; in particular, not for color deviations.
4. The Company shall be liable for data losses of the User if the User had ensured – by making backups or in other ways – that the data can be restored with reasonable expenditures. The liability by the Company shall be limited to the typical expenditure for restoring data.
5. As far as the Company is liable, according to Clause 11.2, only in the amount of the typically foreseeable damage, the Company's aggregate liability under this contract shall be additionally limited, for all damages, to a maximum of € 10,000.00 or, respectively – in case of purely property damage – to an amount of € 5,000.00 at maximum.
6. As far as the Company is liable only in the amount of the typically foreseeable damage, the Company shall not be liable for indirect damages, subsequent defect damages or for lost profits.
7. As far as the liability of the Company is excluded, this shall also apply for the personal liability of the employees, workers, collaborators, representatives and vicarious agents of the Company.
8. In the layout/design of the inserted contents, User shall be obligated to comply with the Requirements on the Layout of Advertisements, and to take care that the contents do not breach legal provisions (especially those of copyright, trademark as well as unfair competition). User shall be obligated in particular not to make accessible any contents which are relevant under criminal law (e.g. defamatory, slanderous, racist or pornographic contents), or any contents which are disparaging of another's credit standing.
9. User shall be obligated to release the Company, upon first request, from any recourse by third parties which results from the breach of the obligation indicated in aforementioned Clause, and to reimburse the Company for all further damages possibly resulting from the breach, in particular all reasonable costs of legal defense.

### **IX. Final provision**

1. The out-of-court settlement of consumer disputes arising from the contract is the responsibility of the Czech Trade Inspection, with registered office at Štěpánská 567/15, 120 00 Prague 2, ID number: 000 20 869, internet address: <https://adr.coi.cz/cs>. The dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used for online dispute resolution. The European Consumer Center Czech Republic, with registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz> is the contact point according to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 . of May 2013 on the resolution of consumer disputes online and on the amendment of Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (regulation on the resolution of consumer disputes online).
2. The GTC are issued by the Company with validity and effectiveness until they are changed, the issuance of new GTC or until they are revoked. The Company is not responsible to the User for non-fulfillment of contractual obligations according to the concluded contract in the event that this non-fulfillment occurred as a result of force majeure. Force majeure means an obstacle that is independent of the will of the obligated contractual party and prevents it from fulfilling its contractual obligation, if it cannot reasonably be assumed that the obligated party would avert or overcome this obstacle or its consequences, and further, that at the time the obligation arose she had foreseen this obstacle. These are mainly natural disasters (floods, earthquakes, epidemics, pandemics and similar situations threatening lives or health, etc.), state interventions, wars, terrorist attacks, strikes or lockouts, operational, transport and energy failures, failures of the online shopping system. Such circumstances are a reason to postpone the fulfillment of contractual obligations on the part of the Company for the duration and to the extent of the effectiveness of these circumstances, and during the duration of these circumstances, the Company will not be in default. The same applies even if the said circumstances occurred at the Company's subcontractors. The Company is obliged to inform the User that the circumstances excluding liability have occurred as soon as it is technically possible.
3. The relations of the contracting parties not regulated by the GTC and the contract are governed by the relevant provisions of legal provisions no. 89/2012 Coll. Civil Code, unless the contract or the terms and conditions expressly exclude this regarding certain provisions.
4. The User has no right of retention if based on claims resulting from other transactions with the Company.
5. The User can only offset with claims that are not disputed or have been recognized by judgement.
6. If a dispute arises from the performance of the concluded contract and sub-contract, the contracting parties undertake to resolve it by agreement of the contracting parties. However, if the dispute is not resolved by agreement, the locally competent court in the Czech Republic will decide on the relevant matter.

**Effective date .....**

## CONTRACT WITHDRAWAL FORM

Within the scope of consumer rights, if applicable.

Addressee: **[TO BE ADDED]**.

**I hereby declare that I withdraw from the contract:**

Name and surname:	
Address:	
Order Specifications:	
Email address (optional):	
The way to return the funds received, possibly indicating the bank account number (optional):	

Date:

Signature: