

TERMS AND CONDITIONS OF TRAVEL BUDDIES SERVICES

These terms and conditions of provision of travel buddies services (hereinafter referred to as "**Terms**") are part of the agreement for the provision of services concluded between You as Travel Buddy (hereinafter referred to as "**You**") and Us, **Worldee s.r.o.**, ID No.: 08351864, with registered office at Pobřežní 667/78, 18600 Praha 8 - Karlín, registered in the Commercial Register maintained by the Regional Court in Praha, file number C 420162 (hereinafter also referred to as "**We**").

Our contact email address is: buddies@worldee.com

Where we use capitalised pronouns, e.g. We, You, Us, You, etc., we mean the party to whom the pronoun refers. Lowercase pronouns, e.g. we, us, refer to both sides at once.

1. INTRODUCTION AND SOME DEFINITIONS

- 1.1. We know each other well. Our company's mission is to provide and facilitate tourism services. For this purpose, we operate an app called Worldee, available on the website <https://www.worldee.com> and on the GooglePlay and AppStore distribution platforms (the "**App**").
- 1.2. Through the App, You create itineraries, i.e. descriptions of Your trips (the "**Itinerary**"). Your Itineraries are so great that once they have been verified, they can be used as a basis for arranging a trip (the "**Trip**"). However, in order to make the Trip happen, We need Your help. And You're just the person We're looking for. That is why We would like to work with You as an independent business partner.
- 1.3. From the moment You check the appropriate box in the App to agree to these Terms, we enter into a framework agreement (the "**Agreement**") for the provision of Your services as a Travel Buddy. This may include, for example, guide services, accommodation or transport for Our customers (the "**Services**").

2. SERVICE ORDERS

- 2.1. Once Your Itinerary (see the Terms of Use of the App for more information), which includes the provision of Your Services as a Travel Buddy, has been verified, You may request Us to organise a Trip based on Your Itinerary by email to Our contact email address set out at the beginning of the Terms or by using the relevant function in the "Administration" section of Your user account in the App (the "**Administration**").
- 2.2. Arrangement of such a trip is conditioned by our mutual agreement on the scope of Your Services. For this purpose, we will enter into an order together (the "**Order**"). The Order is a sub-contract for the provision of Services which, when entered into by Us, You undertake to provide Us with the agreed Services and We undertake to pay You a fee for the provision of the Services.
- 2.3. We will discuss the details of the Order, for example, by e-mail, through the administrative section of the website or even by video conference. In this way we will agree in particular on the date of the Trip and the scope of your Services.
- 2.4. Because there are multiple types of Services that You may provide to Us (such as guiding, accommodation or customer transportation) and We do not want to make these Terms unnecessarily lengthy, We have written specific information about each Services in the Annexes. If You plan to provide any of these Services, please refer to the following Annexes, which set out additional rights and obligations and by which Our cooperation will be governed:

- a) Annex A - Accommodation
 - b) Annex B - Transport
- 2.5. The conclusion of an Order, i.e. a sub-contract for the provision of Your Services, occurs when we agree together to provide the Services or when We allow Our Customers to purchase a Trip containing the Services offered by You.
- 2.6. Once we have concluded the Order, We will prepare a summary of the Order, which We will send to You by email to the address used to register for the App or through which we communicate. Should You have any objections against the summary, please send them to Us within 2 days of summary receipt. If You respond to the summary within this period with any objection, amendment or deviation, then We will contact You as soon as possible to discuss together how to proceed with such Order.
- 2.7. We may have to change already accepted Order. We will email or otherwise electronically send You a proposal for the change, describing what the change is and asking for Your help. We need You to tell Us by the next day what effect the change would have on the terms of the provision of Services under the Order and on the Trip (change of dates, price etc.) and We will tell You as soon as possible whether the changed terms of the Trip would be acceptable to Us. If so, the Order will be amended and if the Trip takes place, it will be on these new terms. However, please do not interrupt the Services that You provide to Us or Our Customers while we are negotiating the changes (unless We ask You to do so).
- 2.8. Sometimes the worst happens and We may have to cancel the Order and You must accept this cancellation. We cannot list all the situations where this may occur, but We do not like to do this and will not take advantage of it. To give you an idea of at least some of the reasons for cancelling the Order, this may be, for example, if a minimum number of customers do not purchase the Trip (we will agree the minimum number of customers in the Order) or if there are closures in the destination country etc. Unless we agree otherwise in the Order (for example, a cancellation fee), You are not entitled to compensation for cancelling the Order.
- 2.9. And since We cannot just postpone the date of the Trip, We need to be sure that you will provide Us with all the information in time. Therefore, You must provide Us with maximum cooperation at any time upon request and without undue delay. In particular, You must provide Us with the following information:
- a) within 3 days of the request, You will provide answers to Our questions, find out the information required for the arrangement of the Trip (e.g. available dates, expected costs of individual travel services, information on their scope, etc.), provide contacts and other supporting documents (e.g. texts, photos, videos, etc.), and
 - b) within 3 days of discovering such a change, you inform us of any changes to the information contained in the Itinerary or to the information necessary for the proper arrangement of the Trip.

3. REMUNERATION

- 3.1. The exact amount of your remuneration for the provision of the Services will be agreed in the Order. If we do not agree on the amount of Your remuneration in the Order, You provide US with the Services free of charge.

- 3.2. Unless we agree otherwise in the Order, the right to payment of remuneration for the Services shall arise to You as soon as the Trip takes place. But how do we know that the Trip has taken place? For the purposes of these Terms, the Trip is made when at least the minimum number of the customers agreed in the Order (if agreed) have purchased and paid for the Trip, We provide all the travel services that make up the Trip, You provide all the Services agreed by Us in the Order and the last day of the Trip has passed. By failure to undertake a Trip we mean, for example, a situation where the Trip is cancelled without substitution so that the customers do not take part in the Trip.
- 3.3. Within 30 days of the completion of the Trip on which you provided the Services, We will settle your remuneration. The billing process consists in the fact that if You have a right to payment of remuneration, We will indicate such information in the Administration or in an email sent to Your address. You must send Us any comments on the billing within 10 days of the billing deadline.
- 3.4. We will pay You the remuneration by bank transfer to Your account within 15 days after the billing. This does not apply if We ask You to issue an invoice according to paragraph 3.5, in which case We will pay You the fee within the due date of the invoice.
- 3.5. Now for some legalese (because taxes):
- a) it is difficult for Us to predict what expenses You might incur during the Trip. Therefore, unless we mutually agree otherwise, the remuneration includes any costs you may incur (for example, Your visa and customs fees). We will of course bear the costs for Our customers,
 - b) if the payment of the fee is subject to any tax or other public charge (for example, You are subject to VAT, withholding tax, duties or other charges), You must inform Us of this fact within the fee payment period. We may reduce the amount payable in remuneration by such taxes and charges so that We only pay the amount corresponding to Your remuneration in aggregate,
 - c) if We ask You to do so, You will invoice Us for the remuneration. The invoice will have the requirements of a tax document according to the relevant legislation on value added tax. The invoice will be accompanied by the billing made available by Us and approved by You. The invoice will be payable within 14 days from the date of its electronic delivery to Our email address buddies@worlddee.com,
 - d) If the invoice does not contain any of the mandatory or agreed details or is otherwise incorrect, We are entitled to return it to You for correction before the due date, which will cause it to become overdue. In this case, you will make the correction by issuing a new invoice and the entire due date will start again from the date of delivery of the new, faultless invoice.
- 3.6. If We pay You a remuneration, but subsequently discover that You are not entitled to it or that the right has expired, You will return the already paid fee back to Us by transferring it to Our account. You will do so within 15 days of the request.

4. REVOLUT CARD

- 4.1. As some third parties (by this we mean, for example, hotels and tourist attractions) may seek payment for Our customers during the Trip from You, We may agree in the Order that in such a case You will bear the costs of Our customers (whether in whole or in part).

4.2. But to make sure it doesn't put a dent in your cash flow, we can arrange to set you up with a **Revolut card**. If We do so, we have agreed the following rules for using it:

- a) You may not use the card other than to pay for legitimate expenses agreed in the Order.
- b) You will be issued with an accounting document for all payments. In most cases this will not be the case, but if the invoice includes the customer's details, You will include the following: Worldee s.r.o., ID: 08351864, VAT: CZ08351864, Pobřežní 667/78, 18600 Praha 8 - Karlín. All accounting documents will be photographed and uploaded to your Revolut account for payment. In case this is not possible, you will keep the extra documents and send them photographed to Our contact e-mail address within 10 days after the Trip (to facilitate the work of Our accountant, please use a scanning app and send Us a black and white scan),
- c) If you forget to have an accounting document issued for the payment, lose it or fail to send it to Us for any other reason within the time limit set out in the preceding paragraph, such payment will be at your expense. This means that unless we agree otherwise (for example, to invoice You for the cost), We will treat the payment as a shortfall and You will have to reimburse Us for such shortfall,
- d) You assume responsibility for the card and payments made through the card. You must take proper care of the card and must notify Us immediately of any loss of the card and any defects found (please call the contact telephone address listed on Our website). If a shortfall arises on the account associated with the card (in particular if You use the card in breach of point a) above or if anyone else uses the card without Our consent), You will reimburse Us in full for the shortfall within 5 days of the request by transferring the amount to Our account,
- e) If You are in default in reimbursing the shortfall, You will pay Us a late payment penalty of 0.05% of the amount due for each day of delay,
- f) We may set payment and other limits for use of the card at Our discretion. We may also suspend or even block Your use of the card at any time. However, these permissions are for Our protection only and are not a substitute for Our agreement under point a) above. In other words, just because We set a limit does not mean that You have to exhaust it completely :)

5. RATING

- 5.1. Feedback is important to Us. Therefore, We will ask Our customers who take a Trip or use Your Services to provide a review and score on certain aspects of the Trip and Your Services.
- 5.2. Customers will be able to rate You on a star system, with 5 stars being the best rating and 1 star being the least. We may publish this rating on the App, but We are not the creator or distributor of the rating. We do not need to verify its accuracy or completeness, and we are not responsible to You for the content or consequences of the publication or distribution of the rating.
- 5.3. If We come accross a review that is inappropriate and/or offensive, such as, but not limited to, profanity, discriminatory remarks, politically sensitive comments, illegal activities, personal or sensitive information (e.g., emails, addresses, phone numbers), then we may edit or remove the review.

- 5.4. If You come across any inappropriate reviews, please do not hesitate to bring them to Our attention. However, in order for the reviews to be telling, We ask You not to manipulate them (for example, by paying for positive reviews or posting fake reviews about competing Travel Buddies). Any violation of this paragraph is a material breach of the Agreement.
- 5.5. If Your average rating (from at least 3 customers) is less than 4 stars, We may suspend or cancel Your Travel Buddy status. This means You will lose the ability to go on and organise Trips.

6. SEARCH

- 6.1. We aim to display search results on the App that are as relevant as possible to each individual user. Users can use filters, sort results according to selected criteria and otherwise influence the way search results are presented and sorted.
- 6.2. For up-to-date information on the order in which the App displays the individual Trips, what factors it takes into account and how it allows users to sort the search results, please visit Our website.
- 6.3. At Our discretion, We may choose to support some Travel Buddies by marketing them, for example by running a paid campaign, writing PR articles about them, sharing them on social media, etc. Such decision is entirely up to Us. However, if We choose to do so, We may use information about You and Your Services, including Your profile photo, business name, logo or other markings. You agree that We may also place this information on the App and Our website and use it as a reference in Our offers.

7. OTHER RIGHTS AND OBLIGATIONS

- 7.1. If We organize the Trip, it will be in Our name and on Our responsibility. Therefore, We need to be sure that we can rely on You, Your information and input. For this reason, by entering into the Order You represent to Us that:
- a) You have all necessary authorisations and permits (for example, guide permits) to provide the Services. Our customers will travel with You around the world. However, each country has its own laws and regulations, so it is up to You to ensure that You are able to do so in all countries where You provide the Services and that You do not break the law by providing the Services,
 - b) all parts of Your Itinerary and other materials You provide to Us for the purpose of organising the Trip, including but not limited to text, images, videos and other elements are entirely legal and their publication on the App or use as a basis for organising, promoting or selling the Trip does not infringe any third-party rights, in particular copyright or other intellectual property rights,
 - c) all information contained in the Itinerary and any other information You provide to Us for the purpose of organising the Trip is true, accurate, complete and not misleading. In particular, You represent that the Itinerary contains all relevant information about the travel services included in the Trip (transportation, accommodation, guide services, meals, etc.), the prices for booking them, information about any taxes, local fees, visa prices, insurance and other charges that may be charged to the customer during the Trip,
 - d) You have informed Us of any other facts that may be relevant to the arrangement of the Trip; and
 - e) the sale of the Trips based on Your Itinerary does not violate any laws or third-party rights.

- 7.2. Worldee is important to Us. There's a lot of work and great people behind it and We want it to help everyone to have an unforgettable experience. Your service not only affects Our customers' experience, but also Our reputation, for better or worse. That's why it's important that You:
- a) provide the Services properly and in a timely manner, as specified in the Order and in accordance with Our instructions (in particular, being nice to Our customers, dealing with travel service providers, ordering necessary third-party services in a timely manner, etc.). At all times, please keep Our interests and the best interests of Our customers in mind, you are Our "buddy" 😊
 - b) communicate with Us. In particular that You will attend meetings with Us (We will only schedule them if necessary and We expect that they may be online), and
 - c) let Us know immediately if anything happens that will, or could, affect Our Order or this Agreement (whether before the Trip takes place or after it starts - We need to know about any changes immediately).
- 7.3. If necessary, We will assign someone to handle Our instructions with You, so You will work with that person and follow their instructions (or our instructions if we give them to you directly). However, if You find any instruction inappropriate, for whatever reason, please get in touch and let Us know as soon as possible.
- 7.4. We have chosen You personally to provide the Services for many reasons. Therefore, if You need someone else to represent You during the provision of the Services, You must agree with Us in advance, otherwise We count on You. However, if We agree that You will be substituted for Yourself, then You are responsible to Us for ensuring that the Services are performed properly and in a timely manner, as if You had provided them Yourself. This is because We are unlikely to know or have an agreement with Your substitute.
- 7.5. Your and Our cooperation is non-exclusive. You can therefore carry out similar activities as for Us for other companies. However, because Our relationship is based in large part on trust, You may not use the results of performing Services for Us or the facts You learn while working for Us to create and/or provide identical or similar Services for Yourself or anyone else.
- 7.6. In the course of our cooperation, We may agree to give Our other partners access to Your user account in the App (for example, photographers or influencers who can help You improve Your Itinerary). Don't worry though, We will inform You of any such case.
- 7.7. We live in the age of software and cyber security. 😊 Therefore, if We set up any accounts for You or if You receive any login credentials, You agree to protect them from unauthorized disclosure to third parties and to let Us know immediately if they are (or have been) misused.

8. COMPLAINTS

- 8.1. As We wrote above - Our good name stands on Your services. And We have only one reputation. Therefore, as a Travel Buddy, You are responsible to Us for defects in the Services, even if they become apparent later. Your Services are defectively provided, especially if they:
- a) do not comply with what we have agreed in these Terms or the Order,

- b) are contrary to the law, the rules of third parties with whom you interact during the Services (shipping schedules, hotel policies...), or Our instructions, or
 - c) We receive a negative review (less than 4 stars out of 5) or complaint from Our customers in relation to the Trip or You. However, We will always deal with them carefully, We know that there are eternally dissatisfied customers ☺
- 8.2. If We point out defects and do not specify what We require, We will primarily ask You to provide a discount. You shall fulfil the obligations under the claimed rights of defective performance without delay, but at the latest within the time limit communicated by Us. Placing another Order does not mean that We waive the rights of defective performance of the Services under previous Orders.

9. LEGAL LIABILITY

- 9.1. If any statement made by You under these Terms turns out to be untrue or if You otherwise breach the Agreement, We may suffer enormous damage. Accordingly, You agree to indemnify Us against all claims, damages and costs, including amounts from settlement agreements, royalties and other fees, compensation and legal costs, proceedings before courts or administrative or other authorities, fines and penalties, brought against Us by any third party, including public authorities in connection with:
- a) by not being authorised to provide the Services (for example, tour guides),
 - b) by failing to provide the Services in accordance with the Order. An example of when Your obligations under this clause will apply is if We fail to provide any of the travel services to a customer because of You or even fail to arrange the Trip at all (for example, because you overslept, fell ill and did not find a replacement, booked tickets for the wrong day or otherwise made a mistake in providing the Services). In such a case, customers may require Us to arrange an alternative Trip, a discount, a full refund of the price already paid or any other rights exercised under a claim. If We accept the customer's claim, You undertake to reimburse Us for any amounts We are obliged to pay to the customer (including, without limitation, discounts and refunds). However, it may also be the case that if You make a mistake in providing the Services, We will not have to pay the customer anything but We will have to incur other costs. For example, We may have to re-provide the travel services on an alternative date and incur additional costs. In such a case, You agree to reimburse Us for any additional costs,
 - c) if any of Your statements turns out to be false (in particular statements under paragraph 7.1 or the Annexes to the Terms), for example if the sale of the Trip or the use of Your Itinerary infringes the laws or rights of third parties, such as intellectual property rights, or if We are unable to accommodate, transport or guide Our customers as You have stated in the Itinerary or otherwise advised Us,
 - d) by Us being liable to pay taxes, duties and other fees related to the remuneration,
 - e) a breach of the Revolut card issuer's terms and conditions and other related terms and conditions caused by You; or
 - f) any other breach by You of the Agreement, the Order or the law.

- 9.2. You undertake to prevent any of these claims from being asserted against Us. You further undertake, at Our request, to conduct out-of-court negotiations with a third party at Your own expense and to defend Us against the above claims in any court, arbitration or other proceedings. You shall not agree to any settlement of the above claims without first obtaining Our written consent.
- 9.3. However, our intention is not to profit from someone else's bad luck. Therefore, if You prevent Our damage (for example, by finding a substitute for Yourself as a guide or otherwise compensating Our customers for Your misconduct), We may forgive Your damages.
- 9.4. If customers cause You any damage during the Trip, for example to Your vehicle or property, You agree to deal with them directly for any compensation. We will not be liable for customers or any damage caused by them.

10. CONFIDENTIALITY

- 10.1. It is said that nothing can be hidden these days anyway, but We don't quite believe that and that's why we have a confidentiality article for You to protect Our Confidential Information. Confidential Information is non-public information of a commercial or manufacturing nature, including trade secrets relating to Worldee and other non-public information that You should consider confidential because of its content or the manner in which it was disclosed to You (simply anything that We might be expected to consider "secret". If in doubt, ask Us and We will advise You). This includes, in particular, information about Our customers and business partners, the contents of the Order (regardless of whether it has been accepted), business plans, know-how, internal statistics, access data and passwords to web applications and tools, etc. (hereinafter also "**Confidential Information**").
- 10.2. You agree to maintain the confidentiality of all Confidential Information, not to disseminate it anywhere without our express written consent and to protect it from misuse. You may use the Confidential Information only in accordance with this Agreement and for the purpose of performing your obligations under the Agreement. You will use only secure methods of communication to transmit Confidential Information. And, in general, you will act to keep Confidential Information out of the hands of others ☺.

11. COPYRIGHT

- 11.1. How to write a copyright passage humanely is a challenge. So even if We leave the subsequent paragraphs as the law states them, We would like to explain them to You (but what is written in Article 11.2 et seq. applies). It says below that:
- a) If you create anything for Us that has the parameters of a copyright work (for example, if You take a photo or video for Us and publish it somewhere), You are allowing Us to use it. Our business is based on Your Services, so You give Us that right more or less in perpetuity. However, if You create a copyrighted work without Us commissioning it, it is Yours to use it as You wish.
 - b) In order to make Your works best fit Our Services, in addition to allowing Us to use the works, You also allow Us to modify and deal with them in various ways.

And now, enjoy your copyright reading ☺ !

- 11.2. In performing Your obligations under the Order, You may create works of authorship (also referred to as "**Work**") or works that are the subject of other intellectual property rights (collectively, "**Rights to the Work**"). At the time you create the Work:
- a) the Rights to the Work shall automatically vest in Us to the fullest extent permitted by law, and You agree that We are fully entitled to exercise any such rights,
 - b) those Rights to the Work that do not automatically pass to Us within the meaning of the preceding paragraph, You assign to Us to the fullest extent permitted by law,
 - c) for those Rights to the Work that cannot be legally proceeded with under the preceding paragraphs, You grant Us an exclusive license, unrestricted in quantity and territory, to all uses of such Work for the duration of the copyright proprietary rights.
- 11.3. You must not use the Work Yourself and You must not allow third parties to use it before or after it is handed over. We also have the right to edit, process, combine with other works, incorporate into a collective work, complete, localize or translate the Work into another language, and otherwise interfere with the personal rights of the author. We may publish the Work under Our trade name or any other designation. You agree that Your name need not appear with the Work. We may register the Work, part of it, or its name as a trademark, both for ourselves and for others. All special rights in any databases created in performance of the Agreement belong to Us as the maker of the database. In the event that We are not the maker of any database created in performance of the Agreement, You assign to Us all rights as maker of the database to such database upon its creation. Items handed over to Us in connection with the Work shall pass to Our ownership upon handover, unless we as the Parties agree otherwise.
- 11.4. We may assign the Rights to the Work and grant licenses or sublicenses to use the Work to any third party, and We may grant such persons the right to assign licenses or sublicenses to others, to any extent and subject to any terms and conditions. The rights shall also pass to Our successor in title. A change in Your person (e.g. legal succession) will not affect the rights granted to Us by You. Termination of the Agreement shall not affect the effectiveness of the provisions in this clause.
- 11.5. We do not have to exercise ownership rights in the Work or use licenses. You waive the right of withdrawal for non-use of the license pursuant to Section 2378 of Act No. 89/2012 Coll., the Civil Code, as amended. As parties, we exclude the right to additional reasonable remuneration for You if the law in relation to the specific Work allows such exclusion. Your remuneration for granting all rights under this clause is included in the remuneration under the Order.

12. CHANGES TO TERMS

- 12.1. We may unilaterally change these Terms and any other terms that may become part of the Agreement. We reserve the right to change in this way, in particular, the terms of provision of the Services, payment terms, copyright arrangements and other provisions, in particular those relating to liability for defects. We will notify you of any change via the App or by sending an email to the address through which we communicate or which You provided when You created Your account on the App. If You do not reject the change in writing within 15 days from the date of sending the notice, You accept the change. If You reject the change within that time period, the existing Terms will remain in effect and We may terminate the

Agreement with a notice period ending on the last day of that period, during which the last agreed Terms will apply.

13. AND HOW WILL OUR COLLABORATION END?

- 13.1. The Agreement is concluded for an indefinite period of time. However, either of us may terminate the Agreement without giving any reason. In such case, the Agreement will terminate after all Trips have been completed in accordance with the accepted Orders and, if no Trips are scheduled in accordance with the accepted Orders, with immediate effect.
- 13.2. We may also terminate the Agreement for material breach by the other party. To give You an idea of what We will consider to be a material breach of the Agreement, this will include breach of clause 7.1 (Representations), breach of any of the provisions of clause 10 (Confidentiality), clause 11 (Copyright), Your delay in properly providing the Services by more than 2 days compared to the agreed date, incorrect booking or cancellation of a booking without prior approval from Us, as well as breach of any other of Your obligations under the Agreement. In the event of any other breach of Your obligation under the Agreement, firstly We will send You a notice of what and how it needs to be corrected and give You 10 days to correct it. After this period, We may withdraw from the Agreement.
- 13.3. If We terminate this Agreement for any reason, We may decide whether to terminate the entire Agreement (immediately, despite any unfulfilled Trip under an accepted Order) or only the selected Orders (and We will instead make Trips under other Orders with You). Such decision by Us shall take precedence over the scope of termination contemplated under clause 13.1. We shall also be entitled to choose whether to terminate the Agreement with effect from the commencement of the Agreement or at such other time as We may notify You in Our termination. If You terminate the Agreement, this will automatically terminate all Orders.
- 13.4. If the Agreement between us ends, We will of course pay You for all the Trips You have made. On the contrary, You will not be entitled to any remuneration for the Trips that are not made and We will not pay You for any costs You may have incurred in preparing for the Trip. In the event that the Agreement is terminated after payment of the remuneration, You are obliged to reimburse Us for the portion of the remuneration that relates to such performances that give rise to the termination of the Agreement.
- 13.5. Upon termination of the Agreement, You will return to Us all communications and other items that You have provided and/or that are part of the Services and You will return (and where not returned, delete) all materials, documents and login details, including copies thereof, that have been provided to You.
- 13.6. However, termination of the Agreement for any reason shall not affect the rights and obligations which by their nature are intended to survive termination, in particular contractual penalties, licenses and indemnification obligations. The obligation of confidentiality shall continue throughout the term of the trade secret and in relation to other Confidential Information for the duration of this Agreement and for a period of 5 years after its termination.

14. FINAL ARRANGEMENTS

- 14.1. This Agreement is independent of the agreement for use of the App, which You enter into separately with Us prior to Your use of the App. It is also independent of the agreement on the terms of commission on the sale of the Trips, if we enter into such an agreement together.

- 14.2. We will ideally communicate with each other via the communication tool We use at Our site (e.g. Slack) or via the App or email to the addresses listed above in the header of this Agreement. If any communication or other action under this Agreement requires a written form, an electronic message with a simple electronic signature (well, just an email with your name at the bottom) will suffice.
- 14.3. The Agreement is governed by the Czech law. All disputes arising out of or in connection with the Agreement shall be decided by the general courts of the Czech Republic.
- 14.4. Unless We agree in writing, You must not set off or assign any claim You have against Us. This is so that We can be sure who may owe what to whom.
- 14.5. We do not believe that this will occur, but if it does occur, in the event of a conflict between the Terms and the Order, these Terms shall prevail. And because the Terms are the key document for our cooperation, if we want to change them by any provision of the Order, we must write it explicitly.
- 14.6. You've also always wanted to know what the severance clause is ☺ So here it is: The invalidity, ineffectiveness, illusiveness or unenforceability of any part of the Agreement shall not affect the remaining parts thereof. The Parties agree to replace any invalid, ineffective, apparent or unenforceable portion of the Agreement with a valid, effective, non-apparent and enforceable portion of equal commercial and legal significance within 14 days of receipt of a request from the other party.

ANNEX A - ACCOMMODATION

1. Accommodation conditions

- 1.1. The arrangements set out in this Annex take precedence over the terms of the Order, the Terms and any other documents We may agree with You for the purpose of providing and booking the accommodation (for example, Your own terms and conditions). The accommodation terms set out in the Terms and this Annex supersede all previous written and oral agreements relating to the provision and booking of accommodation.

2. Making a reservation

- 2.1. Making a booking means that You are obliged to accept guests and provide them with the accommodation booked in accordance with the booking.
- 2.2. Unless we agree on a different time of booking (for example, payment of a deposit) in the Order, the booking of the accommodation is already made when the Order is concluded.

3. Cancellation of reservation

- 3.1. You may not cancel any reservation.
- 3.2. We may cancel the booking in accordance with the cancellation terms agreed in the Order.
- 3.3. Further, unless we expressly state in the Order that this paragraph 3.3 of Annex A to the Terms does not apply, We may cancel the booking free of charge and You may not charge a fee and must refund any part of the fee already paid to Us (including any deposit, no-show, amendment or cancellation fee) in the following circumstances:
 - 3.3.1. if We become aware of safety, privacy or health issues relating to You or the premises of Your accommodation (We may cancel a booking under this clause even if You do not provide Us, at Your expense and at Our request, with documentation to refute Our concerns),
 - 3.3.2. if a force majeure event occurs. A force majeure event is considered to be: volcanic eruption, disaster, fire, war, hostilities, emergency, invasion, compliance with an order of a national, regional or other public authority, governmental order or intervention, military action, civil war or terrorism, explosion, rebellion, riot, insurrection, civil commotion (or a real or reasonable apprehension of any of the foregoing), traffic restrictions, airport closures, or other extraordinary event, circumstance or emergency that prevents guests from traveling to or staying at the accommodation,
 - 3.3.3. in the event of your suspicious activities or proven fraudulent activities (e.g. in relation to bookings or money laundering),
 - 3.3.4. if we reasonably believe that you have breached any of your representations or obligations under the Agreement or the Order.
- 3.4. You must not charge Us higher cancellation fees than those agreed in the Order.

4. Failure to provide accommodation

4.1. If for any reason You cannot meet Your obligations under the Order, You must:

4.1.1. notify Us immediately by email to buddies@worlddee.com.

4.1.2. make every effort to provide alternative room(s) of equal or higher quality in the same accommodation, at Your own expense. If such room(s) are not available on arrival:

- a) You must find suitable alternative accommodation that is of equal or higher quality compared to the accommodation where We have a reservation
- b) You must provide free private transport to the alternative accommodation for guests and other persons named in the booking
- c) You must reimburse and indemnify Us and/or the guests for all reasonable costs and expenses (e.g. alternative accommodation, transport, telephone costs) incurred by the guest and/or Us as a result of the alternative accommodation. We will notify You and You will pay such costs on the basis of an invoice issued by Us
- d) We can, at Our discretion, provide alternative accommodation of equal or higher quality at Your expense. We will notify You and You will pay the cost on the basis of an invoice issued by Us.

5. Prices

5.1. You undertake to provide Us with the same or more favourable rates for the accommodation services, in particular room type and services, dates, bed type, number of guests, amenities and additional services (e.g. free breakfast, WiFi, early/late check-out) and the same or more favourable restrictions and conditions (e.g. changes to booking and cancellation conditions) than the rates, conditions and restrictions for an equivalent stay advertised on Your own website, app or otherwise.

5.2. You may not charge Us or the guest any mandatory fees or taxes in addition to the amounts agreed in the Order. Any mandatory charges (such as council tax) must be notified to Us in advance. If You do not notify Us no later than 14 days before the date of booking, Our guests do not have to pay them, in which case You will be liable for such charges.

5.3. You are responsible for withholding and reporting all taxes due in relation to the accommodation provided.

6. Your statement

6.1. You provide Us with the following representations and warranties, which will apply throughout the term of the Agreement:

6.1.1. You hold and comply with all terms and conditions of all permits, licences, registrations and other authorisations and requirements (including mandatory information sharing with authorities) necessary to operate the accommodation business as offered by You

6.1.2. You and the operators, owners and directors of the accommodation are in no way associated with terrorists or sanctioned persons or persons residing or domiciled in the sanctioned territory or persons who are guilty and/or who have entered into a non-prosecution or deferred prosecution

agreement in which they have admitted involvement in money laundering, tax evasion, financial crime, fraud, bribery and/or corruption. You must notify Us immediately in the event of an actual or suspected breach of this paragraph

- 6.1.3. You respect the human rights of Your workers and customers and do not use child labour, forced labour or unsafe working conditions; you do not allow or participate in discrimination on the basis of race, religion, disability or gender; You pay each employee at least the minimum wage and provide all legally mandated benefits
- 6.1.4. You comply with all applicable laws and regulations in the territory where You are registered (and, in relation to the accommodation, in the jurisdiction where the property is located), including standards setting out hygiene and other product and service quality requirements
- 6.1.5. You have the necessary rights to use and allow Us to publish the accommodation on the App, together with all intellectual property relating to the information about the accommodation.

7. Other accommodation conditions

- 7.1. Unless otherwise agreed in the Order, by entering into the Order You confirm that no other conditions apply to the booked accommodation, such as age restrictions, deposits, damage deposits, additional charges for group bookings, extra beds, meals, pets, etc.
- 7.2. You must inform guests how You will handle their personal data as a data controller to the extent required by the applicable law of the country where You are based.
- 7.3. You agree that We may change the details of individual guests after booking.

8. Compensation for damages

- 8.1. You undertake to indemnify Us against damage to items brought by Our customers into the areas reserved for accommodation or storage of belongings, or to items brought there for them.

ANNEX B - TRANSPORT

1. Transport conditions

- 1.1. The arrangements set out in this Annex take precedence over the terms of the Order, the Terms and any other documents We may have agreed with You for the purpose of providing the service (for example, your own terms and conditions). The transport conditions set out in the Terms and this Annex supersede all previous written and oral agreements relating to the provision of transport.

2. Permitting and compliance with local regulations

- 2.1. You represent that You hold and comply with all permits, licenses, registrations and other requirements (including, without limitation, a driver's license) necessary to operate the service as offered by You on the Trip.
- 2.2. If it is necessary for You to have any kind of permit to operate a transport service, it is Your responsibility to obtain one.
- 2.3. If tolls or other charges are associated with the shipment, You must tell Us in advance and agree with Us in the Order to reimburse them. However, if We do not agree to reimburse such charges in the Order, such charges will be Your responsibility. In any event, You are responsible for the proper and timely payment of all charges associated with transportation.