General Commercial Terms

for providing short-term motorcycle rental services

1.   INTRODUCTORY PROVISIONS

1.1   These GCC determine the basic rights and obligations relating to the Framework Agreement between the Provider and the User that relate to the provision of Services. By accepting the GCC, the User explicitly and unequivocally consents to them and expresses User's willingness to use the Service in accordance with them.

1.2   The Provider provides motorcycles for short-term rentals (per minute) and a digital platform through which the Applicants can register themselves for the Service (Application) and also use the Service by starting and ending rental sessions via the Application and by paying the corresponding Service cost through the same platform.

1.3   The GCC constitute the entire contract between the Provider and the User with respect to User's registration as such and User's use of the Service and the Vehicles.

1.4   The Privacy Policy is an annex to these GCC.

2.   INFORMATION

2.1   The e-mail address of the Provider is: info@be-rider.com.

2.2   The Contracting Parties will use e-mail for communication, whilst communication may also take place via the Application. The Provider may determine the supported software necessary to access the Application and does not guarantee that it will be functional in all configurations of the technical device used by the User. The communication will be in Czech or English.

2.3   Information will be made available to the User via the Application within the time limits corresponding to the nature of the information made available.

2.4   The state authorities of the Czech Republic check and supervise the Provider's activities and can be contacted with suggestions in accordance with the legal regulations regulating their scope and powers. State supervision authorities are, in particular:

2.4.1   The Czech Trade Inspection Authority;

2.4.2   Trade Licensing Offices;

2.4.3   The Office for Personal Data Protection.

2.5   The Framework Agreement is archived by electronic means and is not accessible to third parties.

2.6   The Framework Agreement can only be concluded in the Czech or English languages.

2.7   The User requests the beginning of provision of Services immediately after the Framework Agreement and/or Partial Agreement is concluded, i.e. before the expiration of the withdrawal deadline.

2.8   The User may withdraw from the Framework Agreement without providing a reason and without any penalties within 14 days from when the Framework Agreement is concluded by written notice to the Provider. However, in case of the withdrawal from the Framework Agreement by the User, the User has a duty to pay a proportional part of the price for the Services which provision has already begun or which have been already provided.

2.9   The User may withdraw from the Partial Agreement without providing a reason and without any penalties within the term of the Partial Agreement or within 14 days from when the Partial Agreement is concluded, whichever is the later, by written notice to the Provider. However, in case of the withdrawal from the Partial Agreement by the User, the User has a duty to pay a proportional part of the price for the Services which provision has already begun or which have been already provided.

2.10   The Provider hereby informs the User that the User is entitled to submit a petition for initiating out-of-court proceeding in a dispute arising out of a concluded Framework Agreement, no later than 1 year from the date on which the User exercised User's right that is the subject of the dispute with the Provider for the first time. The entity having subject-matter and territorial jurisdiction for out-of-court settlement of consumer disputes from the Framework Agreement concluded between the Provider and the User is the Czech Trade Inspection Authority. The rules established by the Czech Trade Inspection Authority that regulate the procedure for out-of-court settlement of consumer disputes, as well as the form for submitting a petition, are available on the website of the Czech Trade Inspection Authority at address: adr.coi.cz or www.coi.cz.

3.   DEFINITIONS OF TERMS

3.1   The terms specified in these GCC starting with a capital letter have the meaning given to them in these GCC.

3.2   Definitions:

3.2.1 "**Applicant**" means a natural person that intends to use the Services, prior to verification and becoming a User.

3.2.2 "**Application**" means a mobile application that enables access to Provider's online platform, through which it is possible to as a User and manage Reservations and the start and finish of Vehicle use, in the form and with the functions pursuant to Article 4 of these GCC.

3.2.3 "**Civil Code**" means Act No. 89/2012 Coll., Civil Code, as amended.

3.2.4 **"Content"** is the Application, including its content, texts, visualizations, design, trademark, all images and databases forming its content.

3.2.5 "**Contracting Parties**" means the User and the Provider.

3.2.6 "**Driving Licence**" means the official valid document permitting the User to ride the Vehicles (for classes B or A1, A2, A and higher). The following are considered valid driving licences in Czech Republic: (a) those issued in Czech Republic in accordance with current Czech legislation; (b) those issued by Member States of the European Union in compliance with EU legislation; (c) those issued by other States that are recognised as valid for the purposes of driving in Czech Republic under current Czech legislation; and (d) valid international driving licences together with national driving licences recognised as valid for the purposes of driving in Czech Republic under current Czech legislation.

3.2.7 "**Framework Agreement**" means the legal relationship between the Provider and the User on the basis of which the Service is provided and that is governed by these GCC, and which is concluded in a remote manner via the Application by a verification by the Provider.

3.2.8 "**GCC**" means these general commercial terms.

3.2.9 "**Partial Agreement**" means an agreement between the User and the Provider which is governed by the Framework Agreement.

3.2.10 "**Price List**" means the price list for the Services and other fees available in the Application and on the Website.

3.2.11 "**Privacy Policy**" means the terms and conditions that govern the collection, processing and use of the Users' personal information by Provider in accordance with applicable legislation.

3.2.12 "**Provider**" means BeRider Services s.r.o. registered office: Jankovcova 1603/47a, Holešovice, 170 00 Prague 7, Company Id No: 14030390, company registered in the Commercial Register of the Municipal Court in Prague, file no. C 359172.

3.2.13 "**Reservation**" means an act of the User relating to a specific Vehicle via which the User expresses User's intent to use the Vehicle within the Service before the start of the Trip. A Vehicle may only be reserved by one User for one time period.

3.2.14 "**Service**" means the motosharing service that Provider provides consisting of making available the vehicles without driver, for use upon request and subject to availability, to multiple users, individually and privately, in accordance with the GCC and the Privacy Policy.

3.2.15 "**Service Area**" means the area identified in the Application where the User is permitted to terminate Trip and also can find the Vehicle and start the Trip.

3.2.16 "**Trip**" means the one use of a Vehicle for transporting the User from point A to point B in accordance with these GCC; the Trip can by only realized if a Partial Agreement is concluded.

3.2.17 "**User**" means a natural person to whom Services are provided by the Provider and who met the requirements established by the GCC and current legislation for using and riding the Vehicles, has duly registered and accepted the GCC, and the Privacy Policy and has been verified by the Provider, unless stated otherwise herein.

3.2.18 "**Vehicle**" means the electric moped whose making available without driver is the object of Provider's Service.

3.2.19 "**Website**" means the website available at www.be-rider.com.

4.   APPLICATION

4.1   The Provider operates the Application, which is an integral tool via which the use of the Services will be enabled.

4.2   The Application is compatible with Android iOS and HarmonyOS. The User shall be connected to the Internet for the Application to work properly, in the case of mobile Internet a connection with a speed corresponding at least to the 3G standard is required.

4.3   The User or Applicant acknowledges that the Provider shall be entitled to limit or completely interrupt the Service due to planned server outages because of the maintenance of this server. Server downtime information for maintenance purposes shall be always published in the Application in advance.

4.4 Users and Applicants may request support for technical problems that prevent or hinder the proper use of the Application, either directly through the Application or by e-mail info@be-rider.com.

4.5 Application allows Applicant to do registration, uploading his documents. The User can then use the Application to reserving Vehicles, starting and ending Trips and doing payments.

4.6 Application is accessible with unique username and a password defined by the User or Applicant. User or Applicant is responsible for the secrecy of the password and both username and password are strictly confidential, personal and non-transferable. Should the User or Applicant do so, the User or Applicant shall be held solely liable for any damage caused to the Vehicles and third parties due to the loss or assignment of this information. The User or the Applicant is therefore not entitled to use the Application in particular:

4.6.1 share the password for your user account with other people; or

4.6.2 transfer his account to another person without the Provider's permission.

4.7 User or Applicant is obliged to inform Provider immediately if a third party has gained access to his account or smartphone and manipulated the credentials and the User is not able to change the password to ensure the security of the access by third parties. Upon User's request, Provider will either deactivate the account or change the User´s password to avoid any issues that can be caused to the User.

4.8 The Application is available from all countries, however the Services are provided only for the territory of the Czech Republic. Application is further subject to Czech law.

4.9 The Application may not be used by the User or the Applicant:

4.9.1 under 18 years;

4.9.2 whose account has previously been blocked due to a breach of the terms of the Framework Agreement;

4.9.3 which use of the Application or Services is prohibited by applicable law.

4.10 By using the Application, the User or the Applicant acknowledges that the Provider is entitled to change, supplement or delete the Content at any time, or perform updates, upgrades and improve or otherwise change the Application, either due to updates, due to removal of erroneous or disputed information, or even without giving a reason.

Code of conduct

4.11 When using the Application, including the Services, the User or the Applicant is obliged:

4.11.1 not to use the Application in a way that could in any way damage the Application, prevent its operation or overload the Application, as well as otherwise damage or restrict other Users or Applicants;

4.11.2 not to upload or distribute or share any malicious, offensive or otherwise illegal software or other code containing a computer virus, spyware or malware, or otherwise upload or otherwise distribute files or other programs that may damage, monitor or alter the operation of the Application; networks or computers owned by the Provider or third parties;

4.11.3 not to upload harmful, misleading, discriminatory, fraudulent, violent or otherwise unlawful content to the Application, or content that infringes the rights of third parties;

4.11.4 not to attempt to interrupt or compromise the security of the Application, its appearance, integrity or availability and / or Content or methods of uploading Content, or otherwise damage the Application or Content, accounts of other Users, Applicants or administrator accounts of the Provider, access passwords, servers or network elements;

4.11.5 not to attempt to gain unauthorized access to the Service or Content, other accounts and other computer systems, in particular through hacking or phishing, and generally not attempt to gain access to any Content that was not intentionally provided by the Provider in the Application;

4.11.6 not to collect Content and other data from the Application by automated means without the consent of the Provider;

4.11.7 not to unauthorizedly obtain any data about other Users or Applicants, including their e-mail addresses, especially for the purpose of sending unsolicited commercial messages.

4.12 In the event of a breach of the rules set out above, the Provider is entitled, at the Provider's discretion, to block the User's or Applicant's account or to take appropriate action against him in connection with a specific breach. In justified cases, the Provider may first call on the User or the Applicant for redress, however, it is not his obligation.

Liability and limitations in connection with the Application

4.13 Each User or Applicant uses the Application and its Content at its own risk, unless expressly stated otherwise in these GCC.

4.14   The Provider is not obliged to ensure constant and uninterrupted availability of the Application. In cases of unavailability of the Application, neither the Provider nor third parties are obliged to pay any direct or indirect damages incurred as a result of the inability to connect to the user account in the Application and / or the inability to use its Content.

4.15   The Provider is not responsible for outages of the technical server caused without the fault of the Provider. The Provider is obliged to make reasonable efforts to ensure the commissioning of the Services in the shortest possible time.

4.16   The Provider is not responsible for the grammatical correctness, completeness and timeliness of the Content and other information located in the Application.

4.17   The Provider is not liable for any damage caused and is not obliged to compensate for any direct or indirect damages or lost profits that could arise for Users or Applicants or any third parties in connection with the use of the Application and its Content, change of Content or Application according to paragraph 4.10 of these GCC, respectively which could arise or have arisen on the device through which the User or the Applicant tried to enter the Application or on the sites connected to the Application, including lost profits or loss of any data.

4.18   The User or the Applicant undertakes that when using the Application will follow the effective legal regulations in the Czech Republic, will always act in accordance with these regulations, good morals and these GCC, and will not damage the good name of the Provider or other Users or Applicants.

Links to Third Party Sites

4.19   Links to third party sites located in the Application are provided for the convenience of Users and Applicants. By using these connections, the User or the Applicant leaves the Application. The Provider is not responsible for any of these third party sites or for their content, information, software, products or results of their use.

Suspension or termination of a user account

4.20   The Provider is entitled at any time to revoke the User's or Applicant's right to use the Application and revoke the license granted under these GCC if the User or Applicant uses the Application contrary to the law of the Czech Republic or good morals or violates these GCC. The Provider may further use any of the following measures: notice to the User or the Applicant, immediate restriction of the use of the Application or prevention of the use of the Application against the User or the Applicant.

Security

4.21   In order to ensure the security of the Application, standardly used and adequate security elements are introduced within the Application and the Services provided through it. The safety measures are regularly revised and adjusted in accordance with current technical requirements.

4.22   Where technically possible, all data transmissions and stored data within the Application are encrypted. The connection of selected external sites with this Application is also encrypted via SSL.

5.   LICENSE

5.1   The Content is protected by intellectual property rights, including copyrights, trademark and trademark rights.

5.2   The Provider declares and the User or the Applicant by the using of the Application acknowledges that the Provider is an authorized holder of intellectual property rights to the functions and the Application itself, and in particular is entitled to give consent to any use of the Content.

5.3   Any use of the Content without the Provider's consent may result in the fulfilment of the facts of one of the criminal offenses, the occurrence of liability for damage caused to the Provider, or the exercise of other rights of the Provider arising from legal regulations.

5.4   The license of the User or Applicant to use the Content is free of charge, non-exclusive, territorially unlimited, and time-limited for the duration of the Framework Agreement. This license shall not be transferable and assignable to a third party.

5.5   The User or Applicant shall not be entitled to sell, license, lease, assign or make available the Content to third parties.

5.6   All rights to the Content (including name, codes, trademarks, software, videos, images, graphics, sounds, etc.) and any of its parts thereof shall be the sole property of the Provider or the contracting partner of the Provider that has been licensed the Provider to use them.

5.7   The User or Applicant shall be obliged to use the Application and Content in general exclusively in a manner corresponding to these GCC and for the purpose of using the Service. The User shall not be authorized to grant licenses, sub-licenses, copy, modify or create collective or derivative works from the Content.

5.8   The User or Applicant shall not reverse engineer, decompile, or otherwise attempt to extract the source code of the Application or any part thereof. The User or Applicant shall not in any way obtain or attempt to obtain any copies of the work (not even for personal use), any materials or information relating to the Content that is not or have not been made publicly available or provided through servers operated by the Provider or the contracting partner of the Provider.

5.9 The User or Applicant shall be obliged to use the Application and Content in general solely for personal, non-commercial purposes.

6. REGISTRATION

6.1 Any Applicant having a Driving License can register to Provider's Service.

6.2 To be able to use the Service, the Applicant has to complete the registration through the Application and such registration must be verified by the Provider.

6.3 To be able to complete the registration process successfully, the Applicant has to fill in all data marked as mandatory and upload a scan of correct and valid Driving license of the Applicant and ID of the Applicant, add valid payment details and accept the GCC. The Applicant is also required to take a selfie picture of its face together with the ID for the purpose of authentication of documents.

6.4 Registration process is fully electronic through the Application. All the information and documents provided must be correct, readable and complete.

6.5 By registering and accepting the GCC, the Applicant/User declares that the Applicant/User fulfils all of the criteria described above.

6.6 The Provider reserves the right to verify the information provided by the Applicant/User and check that User's bank has not rejected the credit or debit card registered by the Applicant/User. As a security measure to check the validity of the credit card provided and to verify that it has not been reported lost or stolen, the Provider will make a temporary verification charge up to 10 CZK, which, once the card's authenticity has been confirmed, will be refunded at no actual cost to the Applicant/User within following 30 days.

6.7 Similarly, the Provider reserves the right to refuse registration of the Applicant if the credit or debit card entity rejects the charge and/or the Applicant is not the card holder or there are reasonable doubts about the card's authenticity or it does not meet the requirements of the GCC. Moreover, the Provider may cancel the registration of the User in the event of a, a well-founded suspicion of breach, fraud or identity theft, or the existence of a debt or dispute with the Provider's pending resolution. The Provider further reserves a right to refuse registration for non-fulfilment of other internal requirements.

6.8 Registration will be considered complete when the Applicant receives confirmation of verification from the Provider by e-mail to the Applicant's e-mail account, which was used during the registration.

6.9 Once registration is complete, the User may use any available Vehicle.

6.10 In the event that, after Service registration and activation, the User's Driving Licence expires or is cancelled, suspended, withdrawn, lost or stolen, or the User ceases to hold or possess it, the User must inform the Provider of such and will not be able to use the Service for as long as such circumstances last. In such case the Provider may deactivate the Service and block the registration of the User as of that moment. Should the Provider not be informed, the User shall be held solely liable for any loss or damage caused to the Provider or any third party by User's actions. Once such circumstances have been rectified, the User may re-present User's Driving Licence to the Provider and complete the Service registration and activation process again.

6.11 During the registration process, the User selects his/her login details to access the User's personal account (username and password). With the use of such information the online Service can be accessed by the User and the information contained within it amended at any time, with the exception of the email address.

6.12 Based on the registration, the user may be sent information about news from the Application via e-mail, SMS messages and / or in the form of messages in the Application. These information e-mails are sent, unless the User has refused to send them during registration, until the moment the User logs out of this additional service with the Provider, respectively in the settings of his account in the Application.

6.13 To amend, correct or delete any of the personal details provided to the Provider, the User must follow the procedure to exercise User's rights of access, correction, deletion and objection as provided for in the Privacy Policy. The User accepts, however, that any deletion of information relating to User's Driving Licence (and not mere updating or correction) will automatically terminate the registration to the Service and that some personal details may be still processed for specific purposes according to the Privacy Policy.

6.14 The User is obliged to update User's information provided to the Provider in User's account. Out-of-date data must be corrected immediately. Otherwise, if the data is not up to date (i.e. e-mail address, phone number, payment details etc.), the Provider has the right to block the account temporarily until the User updates such information.

6.15 The use of false documents or documents not corresponding to the User at the time of registration for the Service by the User shall be considered a serious breach and result in the cancellation of the account of the User. Use of false documents may also be notified to the state authorities of the Czech Republic.

6.16   Unless expressly authorised by the Provider, the User is not allowed to have more than one personal account in the Service. In case of creating more than one account of one User in the Service, the Provider is authorized to terminate the account created later.

6.17   The Provider reserves the right to ask the User to submit User's documents in case if needed as reviewing of the validity of the documents.

7.   RESERVATION

7.1   User can see all available Vehicles with sufficient battery on the map in the Application and can use Vehicle within walking distance to start the Trip.

7.2   User can reserve Vehicle before the start of the Trip. The Vehicle Reservation is time limited and may be charged in whole or in part. The price of the Reservation and the maximum duration of the Reservation will always be indicated in the Application. User can cancel the Reservation himself. If User does not unlock the Vehicle by the end of the maximum duration of the Reservation, the Reservation will expire. If the Reservation has been charged in whole or in part, User is obliged to pay the price of the Reservation, even if the Trip has not started.

7.3   If User repeatedly (twice or more in a row) misuses the Reservation of the same Vehicle, the User may not be able to reserve the same Vehicle for 24 hours and the account may be temporarily blocked.

8.   PARTIAL AGREEMENT

8.1   The Partial Agreement is concluded by unlocking of the Vehicle via the Application. The Partial Agreement is concluded for of the duration of the Trip with a maximum of 24 hours.

8.2   The price for the Services provided within the Partial Agreement or any other fees are set out in the Application and in the Price List.

9.   SERVICE USE

9.1   Prior to the ride, User must check the current condition of the Vehicle, its equipment, tools, accessories and documentation. If there is a defect, fault, heavy soiling or dirt on the Vehicle, User must report it through the Application.

9.2   User is obliged to comply with the local regulations. User has to fulfil any obligations resulting from User's non-compliance. Furthermore, the User is obliged to carry the valid Driving Licence.

9.3   Responsibility for the Vehicle is transferred to the User upon the unlocking of the Vehicle.

9.4   The Vehicle is provided to the User and returned by the User at the Service Area specified in the Application. This means that the User is entitled to ride outside of the Service Area but is not permitted to end the Trip outside the Service Area.

9.5   The User is able to see the remaining kilometres of the Vehicle and has to make sure that it is sufficient for User's Trip. The Provider reserves the right to penalise the User if the Vehicle runs out of battery.

9.6   When returning the Vehicle, the User is obliged to (i) park at any designated parking spots in accordance with the law within the Service Area; (ii) put the Vehicle on its stand; (iii) place helmets in the storage compartment; and (iv) close the storage compartment; (v) take a photograph of the parked Vehicle in the Application so that it is possible to know that the Vehicle is correctly parked and not damaged; all this combined ends the Trip. In the event of breach of this obligation, the Provider is entitled to damages amounting to all costs incurred to the Provider via a breach of this obligation by the User, such as costs for the payment of penalties for minor offences, costs for Vehicle towing, the cost of the payment of the parking fees or the costs of for parking the Vehicle at another location. This paragraph does not affect the Provider's right to charge the User also with the penalty according to the paragraph 15.1.1 and 15.1.7 of these GCC.

9.7   The Vehicle cannot be returned to a location at variance with paragraph 9.6 of these GCC. The User acknowledges that in such a case the Vehicle liability shall not be transferred back to the Provider, but that liability for the Vehicle shall remain with the User until proper termination pursuant to Article 9.6 of these GCC. Until such termination, the Vehicle is not considered as returned.

9.8   If the User is not able to return the Vehicle to a Service Area, the User must contact the Provider and the Provider is entitled to individually assess the return and if needed, specify the other location to return the Vehicle. For returning the Vehicle according to the previous sentence, the Provider is entitled to charge the User a fee in the amount set out in the Price List.

9.9   The Vehicle must be returned in faultless conditions, considering normal wear and tear. The Vehicle must be free from obvious damage, significant pollution or other defects that would prevent the next User from proper use of the Vehicle. If the User returns the Vehicle substantially polluted and the Provider has no announcement of this conditions, the User is obligated to compensate the Provider for the expense of cleaning the Vehicle and the related handling costs, within 15 days of receipt of the call for costs.

9.10 The provision of the Service and corresponding Partial Agreement will be automatically terminated by the Provider, if:

9.10.1 the maximum Service use time (within one Trip) of 24 hours is exceeded and the Vehicle is not active (meaning speed is equal to 0km/hr) and within the Service Area;

9.10.2 the Vehicle is not active (meaning speed is equal to 0km/hr) for at least 10 minutes and within the Service Area; or

9.10.3 the Service use time (within one Trip) exceeds 36 hours; in such case the Provider is entitled to damages amounting to all costs incurred to the Provider via such action, such as costs for the payment of penalties for minor offences, costs for Vehicle towing, the cost of the payment of the parking fees or the costs of for parking the Vehicle at another location; furthermore, the penalty according to the paragraph 15.1.1 of these GCC will apply.

9.11 The User is obliged to act and behave according to instructions defined by the Provider in the Application. The User is obliged to use the Vehicle, its equipment, tools, accessories and documentation by usual manner with respect to the type of the Vehicle and its state.

9.12 The User acknowledges that the mobile phone holder is not a mandatory part of the Vehicle and if the Vehicle is equipped with this holder, its use is at the User's own responsibility.

9.13 Only the User, who has made a Reservation for a Vehicle or started the Trip via User's account, is authorized to use the Service and ride the Vehicle. The User is not allowed to let third persons, even other Users, ride the Vehicle instead of the User.

9.14 If the warning lights are illuminated on the display on the handlebars of the Vehicle, The User is obliged to stop the Vehicle immediately in a secure place and contact Provider Customer Service department via (+420) 720 627 505, more information is in the section FAQ in the Application or on the Website.

10. OBLIGATIONS OF THE USER

10.1 The User is obliged to provide true information in the scope required by the Application, and to inform the Provider in the event that there are any changes to such data.

10.2 In the event that the User learns that upon its first unlocking the Vehicle is damaged, dirty or otherwise devalued, the User is required to promptly notify the Provider, including photographs of such damage, dirt or contamination. If the User does not report this condition and commences driving the Vehicle, it is assumed that the Vehicle was without defects upon its transfer, and the User cannot claim such defects retroactively.

10.3 Whenever the User leaves the Vehicle, the User is obliged to secure the Vehicle via the installed security elements and also to secure it against unintentional movement.

10.4 The User is prohibited from using the Vehicle in a manner that could cause any damage to the Provider.

10.5 The User is forbidden to:

10.5.1 use the Vehicle or its accessories in a manner other than that specified by the manufacturer;

10.5.2 make multiple (more than two) Reservations of one or more Vehicles without ever starting the Trip;

10.5.3 ride the Vehicle on unauthorized roads, areas or premises, or on roads that are not accessible to public traffic;

10.5.4 to drive under the influence of alcohol, narcotics, addictive or psychotropic substances, medicines the use of which is associated with a recommendation or ban on driving a motor vehicle, or tired or ill;

10.5.5 transport live animals;

10.5.6 transport persons or goods for commercial purposes or for remuneration;

10.5.7 transport goods or substances that are toxic, flammable and generally dangerous and / or in violation of applicable legislation, or that may damage the Vehicle or accessories;;

10.5.8 perform any kind of intervention, modification, manipulation, repair or replacement of any part or accessory of the Vehicle;

10.5.9 use the Vehicle to commit criminal acts or any form of vandalism, or soil or leave the Vehicle in bad condition;

10.5.10 exceed the weight, quantity or volume authorized by the driving license or Vehicle's data sheet;

10.5.11 use the Vehicle to rescue another vehicle or means of transport;

10.5.12 Continue driving after an impact, especially if it has resulted in a leakage of operating fluids;

10.5.13 transport the Vehicle on board of any means of land, sea or air transport;

10.5.14 facilitate or wilfully or negligently commit theft, robbery with the Vehicle;

10.5.15 park the Vehicle outside the Service Area;

10.5.16 park the Vehicle in places that are prohibited by applicable traffic laws;

10.5.17 park the Vehicle on private premises or in places with restricted access;

10.5.18 transport more than 1 passenger or any passenger if such transport would present a breach of weight limits or such passenger is under the influence of alcohol or narcotic drugs or in a state of fatigue or illness; and

10.5.19 assign, sublease, rent, mortgage, pledge, sell or, in any way, give as a guarantee or dispose of the Vehicles or its accessories.

10.5.20 use the Vehicle or its accessories for military purposes or for the reconstruction of military battles; and

10.5.21 drive into the water with the Vehicle, especially in a place affected by a flood.

10.6 The User is strictly forbidden to participate with the Vehicle in any races, competitions, rides on specialized circuits or off public roads or any other similar events, or for preparatory, test and training rides to such races, competitions, rides or other similar events or to make any changes or alterations to the Vehicle whatsoever.

10.7 The User may not in any way interfere with the onboard unit, on-board computer or other parts of the Vehicle.

11. PRICES FOR SERVICES, INVOICING, PAYMENT TERMS

11.1 The Provider will charge for the provision of the Services and is entitled to request for the User the payment of the price in accordance with the Price List and in accordance with prices provided in the Application.

11.2 The Provider is entitled to change the prices of the Services in the Price List, and the User will be informed of this fact at least 15 days before such a change comes into effect.

11.3 The Provider may provide the User with a price advantage, i.e. a discount or a special offer, from the price for the provision of the Service. The rules for applying and using such a price advantage will be set out in the specific price advantage offer.

11.4 The price of the Service is calculated for each Trip according to time elapsed since the beginning of the Trip (unlocking the Vehicle via the Application) to its ending and returning the Vehicle as specified in Section 9.6 of these GCC.

11.5 The User will be responsible for paying any fees, parking costs, penalties, traffic fines for any breach of current applicable laws, particularly regarding traffic, motor vehicles and road safety, which occur during User's Trip. The User agrees that the Provider will make payments through the payment instrument (e.g. credit card) selected by the User in the Application during registration. The User agrees to charge payment cards for payment obligations arising from these GCC (e.g. loss/damage to helmet, damage to scooter, etc.). By agreeing to the above, the User also confirms the accuracy of the data provided in the Application.

11.6 All payments and fees shall be invoiced in Czech crowns.

11.7 Payment of the price is possible via payment by debit card or credit card entered into the Application during the course of the registration of the User. The User may also purchase, depending on the Provider's offer,a pre-paid package with free minutes or credit package and these free minutes or credits can be used to pay the price of the Service. If the pre-paid free minutes or credits are not sufficient to pay the price of the Service, the remaining price will be paid by the User via payment by debit card or credit card as specified above; Sections 11.8 to 11.10 of these GCC apply accordingly. Other methods of paying the price for the Services are not permissible.

11.8 Value Added Tax, or any tax that replaces it, will be added, when applicable, to the abovementioned amounts and the User shall be informed of the total amount due before making payment.

11.9 The payment of the price will be due upon the ending of the Trip.

11.10 The User is obliged to ensure that the User has sufficient balance on User's credit or debit card. In the event that the card entity registered by the User rejects the payment, the User's account will be temporarily suspended for the duration of the non-payment. A delay in the payment of the due amount for longer than 5 business days is considered a gross breach of the Framework Agreement.

11.11 Invoicing for the price for Services will be delivered to the User immediately after the end of the Trip, at the latest within 2 business days. Invoices are sent to User's e-mail address as a link and also provided in User's account.

11.12 The following will be considered a serious breach and may result in termination of the Framework Agreement:

11.12.1 failure to pay for a Service in accordance with Section 11.10 of these GCC; and

11.12.2 failure to pay penalties imposed by the Provider in accordance with these GCC;

furthermore, the Provider will have right to take corresponding legal actions.

11.13 Pre-paid packages with free minutes or credit packages can be used during their validity period, which is indicated in the Application and of which the User is informed before purchasing it via the Application. 1 credit is worth 1 Czech crown and the amount of credits is displayed in the Application by their value in Czech crowns. Unused free minutes or credits are not refundable and free minutes or credits cannot be exchanged for money. Transfer of pre-paid packages with free minutes or credit packages between Users is not permitted.

12. RESPONSIBILITY AND COMPENSATION FOR DAMAGES

12.1 The User is obliged to compensate incurred damages or harm as part of valid legal regulations and the Framework Agreement. Both Contracting Parties undertake to exert maximum effort to prevent damages and minimize incurred damages and harm.

12.2 The User is exclusively responsible for using the Services and the activities associated therewith. The User is obliged to act with due care and to prevent possible damage or harm.

12.3 The Contracting Parties are obliged to pay for any damages, harm or lost profits that they cause to each other. The Provider is not responsible for damages, harm or lost profits caused by the following:

12.3.1 if a planned Trip is not made due to the unavailability of a reserved Vehicle;

12.3.2 if a target destination is not achieved due to a Vehicle malfunction;

12.3.3 conduct at variance with these GCC's;

12.3.4 using the mobile phone holder with which the Vehicle can be equipped;

12.3.5 the planned unavailability of the Application.

12.4 The Provider is not liable for any damage that may occur to the User or third parties due to the use of the Service, which is not directly caused by wilful misconduct or gross negligence on the part of the Provider, to the extent permitted by law, in particular:

12.4.1 injuries of the User or third parties;

12.4.2 property damage caused to the spouse of the User or a third party, co-passenger or other person who lived with the User or a third party in the same household at the time of the occurrence of the loss event; and

12.4.3 costs incurred for the provision of medical care, sickness insurance benefits or pension insurance pension as a result of personal injury or death suffered by the User or third parties.

12.5 Similarly, the Provider is not liable for any total or partial breach of obligations caused by fortuitous events or force majeure, including public authority actions, administrative or legal traffic restrictions, riots, demonstrations and communication interruptions.

12.6 The User is entitled to submit a request for a claim against the provided Services or invoicing via the Application, or via other communication channels. As part of the claim:

12.6.1 The User must provide User's name, surname, address, description of the claim, designation of facts and evidence and the form of the requested remedy.

12.6.2 The User must send the claim either via the Application, or via email to info@be-rider.com.

12.7 The User will be informed after the claim is received.

12.8 In the event of that the claim does not contain all of the information necessary for the claim to be resolved, the User will be requested to supplement it within an additional time period. If it is not supplemented, the claims will be assessed as unjustified.

12.9 In the event of that the claim is submitted properly, the claim will be resolved at the latest within 30 days from when it is properly received. In special cases the Provider will resolve the claim at the latest within 6 months from when it is received – the User will be provided this information within 30 days from when the claim is received.

12.10 The User acknowledges that the Application may not be available continuously, in particular with regard to the necessary maintenance of the hardware and software equipment of the Provider or third parties.

12.11 Neither of the Contracting Parties is obliged to compensate damages or harm caused by a breach of their obligations arising from the Framework Agreement if it was prevented from fulfilling them by any of the impediments excluding responsibility for damages pursuant to Section 2913, paragraph 2, Civil Code.

12.12 The Provider does not bear any responsibility for items left in the Vehicle.

13.   LIABILITY AND SPECIFIC CLAUSES

Defects

13.1   If a defect to the Vehicle is revealed, the User must proceed in relation to the nature of the defect and the moment it was revealed.

13.2   In the event of any defects, the User must go through the FAQ in the Application or on the Website and subsequently contact the Provider. Pursuant to the instructions of the Provider, the User must also take measures focused on removing the defects and recommissioning the Vehicle.

13.3   The User may not carry out any repair to the Vehicle in any manner other than according to the instructions of the Provider.

13.4   In the event of that the User is not able to get in touch with the Provider, the User may directly contact the assistance services pursuant to the instructions contained in the Vehicle.

Insured Losses / Accidents

13.5   If the User is involved in a traffic accident when using the Services, the User has to inform the Provider about is as soon as possible (within 24 hours at the latest) and provide to the Provider the necessary cooperation in handling all of the administrative tasks associated with investigating the accident and dealing with the consequences, including indemnification. Failure to provide such cooperation will be considered a gross breach of the Framework Agreement.

13.6   In the event of an **accident with damages over 100,000 CZK**, accidents with injuries or accidents where roads, public utility equipment, the environment, or the property of a third party were damaged, or in the event of hitting an animal and its death, or in case the parties to the accident cannot ensure the flow of traffic, the User has to:

13.6.1   call the Police of the Czech Republic;

13.6.2   refrain from any action that would be prejudicial to the proper investigation of the accident; in particular refrain from the relocation of vehicles, unless the scene of the accident must change, such as when it is necessary to rescue or treat an injured person or to restore traffic on the road; in such case the User is obliged to mark the traces;

13.6.3   remain at the scene of the accident until the arrival of the police officer or to return to that location immediately after (i) providing or calling for assistance; or (ii) reporting the traffic accident; and

13.6.4   send to the Provider the filled in protocol of the Police of the Czech Republic, copy of User's Driving License (or the driving license of actual driver at the time of the accident) and the name of the service centre that will repair the Vehicle, on the date of the accident.

13.7   The entitlement to indemnification will cease to exist if the police were not called to the accident in cases specified in paragraph 13.6 or if the User was found to have been under the influence of alcohol or other narcotic or psychotropic substance, or if the User refused to take any test for alcohol or other narcotic or psychotropic substance.

13.8   In the event of a **single vehicle** traffic accident **with damages up to 100,000 CZK** (e.g. an animal is hit and not killed, damage to the Vehicle at a parking lot caused by an unknown Vehicle), the User is obliged to fill in an insured loss report and send it to the Provider at the latest on the date of the accident.

13.9   In the event of **an accident not falling under paragraphs 13.6 and 13.8 of these GCC**, the User has to**:**

13.9.1   fulfil the obligations as specified in paragraph 47 of the Act No. 361/2000 Coll., Road traffic Act, as amended; especially fill in a European Accident Statement with the designation of the guilty party of the traffic accident and with as much detail as possible, including descriptions of the damage and the circumstances in which it was caused; if the parties to the accident do not come to an agreement on who the guilty party of the traffic accident is, determine the guilty party with the cooperation of the Police of the Czech Republic.

13.9.2   send to the Provider the filled in European Accident Statement, copy of User's Driving License (or the driving license of actual driver at the time of the accident) and the name of the service centre that will repair the Vehicle, on the date of the accident.

13.10   In the event of **vandalism or theft** of the Vehicle or part thereof, the User is obliged to ensure the investigation of such an insured loss by the Police of the Czech Republic (158), and to fill in an insured loss report and send it to the Provider at the latest on the date of the incident.

13.11   **In all cases pursuant to this Article, the User is obliged to immediately contact the Provider.**

13.12   In the event of a traffic accident caused by the User and covered by the insurance company insuring the Provider, the User is obliged to pay the damages up the amount of the deductible not covered by the insurance company, i.e. up to the amount of 5% of the amount of damages, at least 5,000 CZK. In the event of that the insurance company decides not to pay the insured loss, the User is obliged to pay for the damages in the full amount.

13.13   The User is obliged to prove that the User did not cause the accident via a police protocol on the accident, the decision of an administrative body or via a valid declaration of other participants of the accident that they were fully responsible for the accident.

Insurance and Liability

13.14   Excluded from the insurance coverage of the Provider and, therefore, the full liability of the User, are: (i) injury to persons and damage to objects caused by wilful intent or negligence; (ii) injury to persons and damage to objects caused by a driver or rider other than the User; (iii) loss of or damage to Vehicle accessories (such as the helmet, top box, mirrors, USB input, etc.); (iv) the theft or robbery of personal items left inside the vehicle; (v) punctures or blowouts caused by the use of the User's vehicle; (v) own or third-party damage that may occur as a result of riding the Vehicle in a manner contrary to traffic, motor vehicle and road safety laws; (vi) damage caused by the operation of the Vehicle in the event of a terrorist act or a war event, if such operation is directly related to such act or event; (vii) damage caused to audio, data, video and other media and recordings thereon; (viii) failing to undergo a test to detect alcohol or other addictive substances by the User or consumption of alcohol or other addictive substances after an accident until such a test is performed by the User; as well as (ix) establishing an obligation to reimburse the User or a third party for the price of a special value..

13.15   Not in general covered by the insurance and, therefore, the full liability of the User, is any damage caused by negligent or wilful action on the part of the User, such as poor care of the Vehicle, improper or illicit use, distraction or drowsiness while riding, causing damage to the Vehicle intentionally, concealing damage caused to the Vehicle in a culpable manner; this being a demonstrative list that does not constitute a closed list of cases.

13.16   For avoidance of the doubt, the Contracting Parties agreed that the Provider is not liable for any damage caused to the User to the maximum extent possible under the applicable law. Furthermore, if the damage is caused to third persons, such as riders other than the User, the User is obliged to compensate these third persons or the Provider for this damage.

13.17   In the User breaches any obligation imposed by applicable traffic laws, the User is liable for any damage caused to the Vehicle and accessories, for which the Provider shall invoice the User for the amount of the damage caused.

13.18   In the event that Provider receives a claim for loss or damage as a result of an accident or breach of applicable laws without having received notification and the documentation by the User was using the Vehicle at the time of the accident or breach of applicable laws, the Provider reserves the right to demand the costs relating to the claim and suspend the Service.

13.19   In any of the cases mentioned above and in the event of breach of or irregular compliance by the User with the obligations indicated in the GCC, and, in particular, in the event of lack of diligence or blame, negligence and bad practice, the User is exclusively and personally liable for any loss and/or damage suffered by the Vehicle, its occupants or any third parties.

13.20   The User accepts liability for any damage caused to the Vehicle on the Vehicle and its accessories, as well as on items transported by the Vehicle during its use and undertakes to inform the Provider, should any occur, using the channels provided for this purpose. these are in particular:

13.20.1   seizure of the engine or part thereof, in particular in connection with leakage of operating fluids;

13.20.2   damage to tires and wheel inner tubes, even if there is no other damage to the Vehicle;

13.20.3   short circuit damage to the vehicle's electrical equipment; even if no other damage occurs to the Vehicle; and

13.20.4   other damage to the Vehicle's or User's electrical equipment, including control units, on-board computers, record carriers and screens, even if no other damage occurs to the Vehicle.

13.21   In the cases mentioned above, the User authorises any invoicing for repair costs or other costs resulting from any damage incurred.

13.22   In the event of theft, loss, mislaying or abandonment of the Vehicle during the Service, the User is required to pay the Provider the amount established in these GCC.

13.23   The User must act diligently to prevent as far as possible any damage to the Vehicles and take any steps necessary to clarify the incident. This particularly includes the obligation to respond truthfully and completely to the Provider's questions regarding the circumstances of the incident and not to leave the scene until the necessary verifications have been carried out in order for the Provider to assess the incident.

13.24   The Provider, in compliance with its legal obligations and as required by law, reserves the right to report the User to the competent public authority for committing an administrative offence or crime while riding or parking the Vehicle.

13.25   Failure to pay any penalties and/or fines shall result in the suspension and/or termination of the Framework Agreement between the User and the Provider, who may also claim such amounts, take the steps it deems appropriate to seek compensation for damage caused and formulate any claims that it considers applicable in the corresponding jurisdiction.

14.   PROTECTION OF PERSONAL DATA

14.1   The Privacy Policy is included in a separate document that is Annex No. 1 to these GCC. The Contracting Parties agreed that the Provider is obliged to keep any information provided in Annex No. 1 to these GCC up to date and therefore the change

of the Annex No. 1 is not subject to restrictions and related rights of the User pursuant to paragraph 19.1 of these GCC; the Provider is entitled to change the Annex No. 1 at any time.

15. PENALTIES AND FEES

15.1 The Contracting Parties have agreed that:

15.1.1 If the User breaches User's obligations (without a serious reason) relating to the return of the Vehicle back to the Service Area, the User is obliged to pay the contractual penalty in the amount specified in the Price List for each such breach of obligations.

15.1.2 If the User causes loss of the battery of the Vehicle or destruction of the battery of the Vehicle, the User is obliged to pay the contractual penalty in the amount specified in the Price List for each such damaged or lost battery.

15.1.3 If the User causes extraordinary soiling of the Vehicle, the User is obliged to pay the cleaning fee in the amount specified in the Price List for each soiled Vehicle.

15.1.4 If the User causes any minor damage to the Vehicle as a result of violation of the obligations of the User from the GCC, the User is obliged to pay the contractual penalty in the amount specified in the Price List for each violation.

15.1.5 If the User hands over User's login to third party, the User is obliged to pay the contractual penalty in the amount specified in the Price List for each violation.

15.1.6 If the User breaks or loses helmet as an accessory to the Vehicle, the User is obliged to pay the contractual penalty in the amount specified in the Price List for each lost or intentionally not returned helmet.

15.1.7 If the User parks the Vehicle outside designated parking spaces, where parking is not permitted by law, the User is obliged to pay the contractual penalty in the amount specified in the Price List for each occurrence.

15.1.8 If the User causes the Provider to carry out a service trip regarding the Vehicle, the User is obliged to pay the contractual penalty in the amount specified in the Price List for each service trip.

15.1.9 If the User causes the Vehicle being damaged or stolen, the User is obliged to pay the contractual penalty in the amount specified in the Price List for each damaged or stolen Vehicle.

15.1.10 If the User causes the Provider to be fined with speeding ticket or any other fines, the User is obliged to pay the administrative fee in the amount specified in the Price List for each ticket or other fine.

15.1.11 If the User repeatedly (therefore two or more times in a row and more than 2 times within 30 days) misuses the Reservation as specified in paragraph **Error! Reference source not found.** of these GCC, the User is obliged to pay the contractual penalty in the amount specified in the Price List for each such misuse.

15.1.12 If the User breaches User's obligations specified in paragraph 9.5 of these GCC, the User is obliged to pay the contractual penalty in the amount specified in the Price List for each such breach of obligations.

15.1.13 If the User breaches User's obligations specified in paragraphs 10.5.3, 10.5.4 and/or 10.6 of these GCC, the User is obliged to pay the contractual penalty in the amount specified in the Price List for each such breach of obligations.

15.1.14 If the User breaches User's obligations specified in paragraph 10.7 of these GCC, the User is obliged to pay the contractual penalty in the amount specified in the Price List for each such breach of obligations.

15.1.15 If the User breaches User's obligations to provide documents specified in paragraphs 13.6.4, 13.9.2 or 13.10 of these GCC, the User is obliged to pay the contractual penalty in the amount specified in the Price List for each such breach of obligations.

15.1.16 In the event the User fails to render assistance to the Provider in identifying defects or damages caused to a Vehicle previously used by the User under these GCC, the User is obliged to pay a contractual penalty in the amount specified in the Price List for each case of such breach.

15.1.17 In the event that a traffic accident occurs to the User specified in paragraphs 13.5 et. seq. of these GCC, the Provider is entitled to demand from the User the payment of an administrative fee in the amount specified in the Price List for the processing of such insurance event.

15.1.18 In the event that the User or his co-driver rides on the Vehicle without a helmet, the User is obliged to pay a contractual penalty in the amount specified in the Price List for each ride without a helmet.

15.2 In the event that the User causes damage to the Vehicle by damaging or breaking any of the Vehicle Parts or causes loss or damage to the First Aid Kit, the Vest, the Phone holder or the Vehicle documentation, the User is obliged to compensate the Provider for each damage caused.

15.3   In the event that the Provider incurs any costs for the removal of damage that was caused by the User to the Vehicle or in relation to the use of the Vehicle, the Provider is entitled to re-invoice the reasonably incurred costs to the User and the User is obliged to pay them within 15 days from the delivery of the request to the make the payment.

15.4   Contractual penalties are due within 30 days as of the date of the delivery of the written request of the eligible Contracting Party to the obliged Contracting Party, unless a longer deadline is specified in the request. In justified cases, the Provider reserves the right to exercise only part of its right to payment of a contractual penalty or fee.

15.5   Unless stipulated otherwise hereafter, the payment of any agreed contractual penalty will not absolve the obliged Contracting Party of the duty to fulfil its obligations.

15.6   The Contracting Parties agreed that the § 2050 of the Civil Code will not apply.

15.7   In the event that the User breaches these GCC, the User may be placed on a so-called Black List, of which the User will be informed. If the User is placed on the Black List, the User will not be able to use the Services. It is entirely up to the Provider whether the User will be placed on the Black List.

16.   **PROVIDING COOPERATION AND COMMUNICATION**

16.1   The Contacting Parties undertake to cooperate with each other and provide to each other all of the information necessary for the proper fulfilment of their obligations from these GCC. The Contracting Parties are obliged to inform each other of all facts that are or could be important for the proper fulfilment of the Framework Agreement.

16.2   The Contracting Parties are be obliged to fulfil their obligations arising from these GCC in such a way that they are not overdue in the fulfilment of individual deadlines or overdue in paying potential monetary liabilities.

16.3   For the purposes of any kind of notification, the Provider provides the following addresses and forms of communication:

- via Application

- Jankovcova 1603/47a, 170 00 Prague 7

- info@be-rider.com

- (+420) 720 627 505

16.4   All notifications between the Contracting Parties that relate to these GCC, or which are to be made on the basis of these GCC must be in writing and delivered to the other Contracting Party either via email or via the Application.

16.5   The Contracting Parties undertake that in the event of changes to their postal addresses or email addresses, they shall inform the other Contracting Party of such a change at the latest within 10 business days.

17.   **RESOLVING DISPUTES**

17.1   The rights and obligations of the Contracting Parties arising from these GCC are governed by the Civil Code and by the other relevant legal regulations of the Czech Republic.

17.2   The User is not entitled to assign its rights and obligations arising from these GCC to a third party without the prior written consent of the Provider. The User hereby also agrees that the Provider is entitled to assign its rights and obligations arising from these GCC to a third party.

17.3   The Parties undertake to make every effort to eliminate mutual disputes arising on the basis of these GCC, or in relation thereto, including disputes about their interpretation or validity, and to endeavour to amicably resolve these disputes firstly through meetings between their contact persons or authorized representatives.

17.4   If they are not resolved amicably, all disputes arising from these GCC, or in relation thereto, including disputes about their interpretation or validity, will be decided on in accordance with legal regulations before competent general court.

18.   **VALIDITY AND EFFECT OF THE AGREEMENT**

18.1   The Framework Agreement will become effective on the date it is concluded. The Framework Agreement is concluded for an indefinite period of time.

18.2   Each of the Contracting Parties is entitled (even without providing a reason) to terminate the Framework Agreement immediately. However the User will not be refunded any fee or payment for the Services.

18.3   The Provider is entitled to immediately withdraw from the Framework Agreement in the event of a gross violation of the Framework Agreement by the User. A gross violation of the Framework Agreement will be considered primarily, but not exclusively, activities with which Article 15 of these GCC associates the establishment of an entitlement to a contractual penalty.

18.4 Once the Service cancellation process is complete, the User's account will be deactivated and the User will not have access to the Service.

18.5 The performance mutually provided by the Contracting Parties pursuant to the Framework Agreement before the effect of withdrawal from the Framework Agreement is not unjust enrichment of the Parties.

18.6 Upon the termination of effect of the Framework Agreement, provisions on information protection, applicable law and the settlement of disputes shall not be affected, nor any other provisions and claims from the nature of which arises that they should last after the expiry of this Framework Agreement.

19. CLOSING PROVISIONS

19.1 These GCC and/or the Price List may be amended on the basis of a unilateral act on the part of the Provider. The Provider is obliged to inform the User of such amendments by publishing information in the Application, at least 15 days before the effect of the amendment. Amendments are subject to the proper implementation of notifications pursuant to the preceding sentence of this provision, always effective as of the date stated in the amended document. In the event that the date of effect is not stated in the amended document, the amendments to the document will become effective on the first day following the expiration of the time period pursuant to the second sentence of the provision. In the event of substantial GCC amendments, the User will be entitled to give notice to the Framework Agreement without providing any reason.

19.2 In the event of a conflict between Czech and English versions of the GCC, the Czech version of the GCC shall prevail, same applies to a conflict between the Czech and English Content. In the event of a conflict between the information provided in the Application and on the Website, the information provided in the Application shall prevail.

20. TRANSITIONAL PROVISIONS

20.1 The Provider reserves the right to unilaterally change prepaid packages with free minutes into credit packages. The Provider shall inform the User of this change by notification sent to the User´s email address. Unused free minutes will be converted into credits on the date specified in the notification, so that each one free minute will be converted into 5 CZK (e.g. 10 free minutes = 50 CZK). The validity of the credits exchanged in this way shall be 12 months from the date specified in the Provider´s notification.