

Product Terms and Conditions

for advertising of Lands for temporary use

of

BEZKEMPU s.r.o.

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

ID No.: 072 072, registered in the Commercial Register maintained by the Municipal Court in Prague, section C, insert 295444 (hereinafter referred to as the “**Operator**”),

1. INTRODUCTORY PROVISIONS

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

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

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

1.4. The Product Terms and Conditions may be modified or amended by the Operator. Such modifications and amendments are without prejudice to the rights and obligations arisen during the effective period of the previous version of the Product Terms and Conditions. Upon the Provider's consent to the new version of the Product Terms and Conditions, the previous Product Terms and Conditions shall cease to be effective and the new version of the Product Terms and Conditions shall become an integral part of the User Account Agreement or any other agreement that expressly refers to these Product Terms and Conditions. This is without prejudice to Article 7.2 of the Product Terms and Conditions.

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

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

2. Services provided

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

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

3. Fee for the Services provided

3.1. The amount of Fee that the Provider is obliged to pay to the Operator for the services provided pursuant to Article 2.2 of these Product Terms and Conditions and for the related User Account services is **20%** of the Fee for the provision of the Land for temporary use paid pursuant to the relevant Rental Agreement (see Article 7 of the Terms and Conditions), for each Rental Agreement concluded through the Website;

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

3.2.1. In case of Land offered in mode A according to Article 6.3:

3.2.1.1. In case of a **20%** cancellation fee paid pursuant to Article 6.1.2.1 of the Terms and Conditions, the Operator's Fee is **50%** of the paid cancellation fee;

3.2.1.2. In case of a **100%** cancellation fee paid pursuant to Article 6.1.2.2 of the Terms and Conditions, the Operator's Fee is **20%** of the paid cancellation fee;

3.2.1.3. In case of a **50%** cancellation fee paid pursuant to Article 6.1.2.3 of the Terms and Conditions, the Operator's Fee is **20%** of the paid cancellation fee.

3.2.2. In the case of Land offered in mode B according to Article 6.4 or C according to Article 6.5, the Operator's Fee is always **100%** of the total cancellation fee paid according to Article 6 of the Terms and Conditions.

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

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

3.3.2. the commencement of the temporary use of the Land, whichever is earlier.

3.4. The Operator's Fee under this Article 3 of the Product Terms and Conditions shall be paid by set-off against the Provider's claim towards the Operator under Article 7.4 or 7.5 of the Terms and

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

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

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

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

4.1.2. the commencement of the temporary use of the Land, whichever is earlier.

5. Land and its offer

5.1. The Provider shall offer the Land on the Website by electronic means by filling in the details of the Services in the relevant form within their User Account and by sending these details to the Operator by clicking on the "Offer" button. The Land details include uploading photographs of the Land and by making an offer of the Land, the Provider expressly authorises the Operator to use the photographs for the purposes of the services provided thereby for the entire duration of the User Account Agreement. In the event that the Provider offers only a part of the Land for temporary use (i.e. typically in the case where the capacity of the Interested Parties is more than one), the Provider shall also identify the individual parts of the Land in the offer of the Land (e.g. by an indicative map); this does not apply in the case of an offer of the Land in Mode C pursuant to Article 6.5 – however, for the avoidance of doubt, the Provider shall be liable for the proper performance of all Rental Agreements concluded in relation to the Land in this case as well. In the event of a change to any of the details of the Land provided by the Provider in the form under this Article, the Provider shall promptly update the details of the Land. A breach of this obligation shall be deemed a material breach of the Provider's obligations.

5.2. On the Website, the Provider is entitled to offer for temporary use for a fee only Land that is eligible to be the subject of the Rental Agreement and which the Interested Party is not prevented from using for Camping purposes. In particular, the Provider declares that:

5.2.1. The Land is in its exclusive ownership or it is Land that it is entitled to provide to a third party for temporary use on the basis of another legal title (e.g. on the basis of a lease agreement which does not exclude the conclusion of a sublease agreement in relation to the Land, or on the basis of an easement, etc.).

5.2.2. The provision of the Land for temporary use for consideration is not precluded by any law or regulation or any contractual or other arrangement with a third party or any right of a third party.

5.2.3. The Land is suitable for camping and camping on the Land does not present an increased risk of personal injury or damage, particularly due to the poor condition of the Land or adjacent properties.

5.2.4. Camping on the Land is not prevented by any law or regulation or any contractual or other arrangement with a third party or any right of a third party.

5.2.5. The Land is eligible to be subject to a lease, sublease or other similar agreement.

5.3. If any of the above statements by the Provider prove to be false, the Provider shall be deemed to have breached its obligations under the User Account Agreement in a gross manner.

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

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

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

6. Offer modes

6.1. When placing an offer for Land pursuant to Article 5.1, the Provider shall select one of the modes pursuant to Articles 6.3 to 6.5 in which the Land shall be offered on the Website.

6.2. The Provider may request, within his User Account, to change the mode selected when placing an offer for the Land, once every 3 months. In this case, the change of mode is effective upon the expiration of 14 days from the date of the Provider's request. The selected mode may be further changed by individual agreement between the Provider and the Operator.

6.3. Exclusive Partnership (Mode A)

6.3.1. In this mode, the Provider may not offer the Land for lease or lease the Land to third parties outside the Website. The Provider may therefore only lease the Land using the Website. The obligation under this article lasts for the entire duration of the User Account Agreement and for 3 months after the User Account Agreement is terminated.

6.3.2. If the Provider concludes a lease agreement or other similar agreement in relation to the Land outside the Website, or if the Provider offers to conclude such an agreement outside the Website, this shall be deemed a material breach of the Provider's obligations. In such a case, the Provider may, in accordance with Article 3.7 of the Terms and Conditions, block the User Account, i.e. prevent the Provider from using the User Account (and the services provided).

6.3.3. Within the offer of the Land on the Website, the Land is marked with the flag “exclusive cooperation (A)”.

6.3.4. Mode A Land is displayed at the top of the listings on the Website (i.e. always before Mode B and C Land).

6.3.5. Mode A Land may also be subject to special preferential terms and conditions as determined by the Operator.

6.4. Non-Exclusive Partnership (Mode B)

6.4.1. In this mode, the Provider is entitled to offer the Land for lease and to lease the Land to third parties outside the Website.

6.4.2. However, within the Land offer via the Website, the number of persons to whom the Land may be leased (maximum capacity of the Land) is limited. In the event that the relevant lease or other similar agreement is concluded outside the Website and the available capacity of the Land is reduced, the Provider is obliged to immediately update the information on the available capacity of the Land in the relevant period via the User Account. The Provider shall be fully responsible for the proper performance of all concluded Rental Agreements and other agreements whose subject is the provision of the Land for temporary use (concluded both through the Website and on the basis of its own activity).

6.4.3. Within the offer of the Land on the Website, the Land is marked with the flag “non-exclusive cooperation (B)”.

6.4.4. Mode B Land is displayed in the listing on the Website after Land in mode A but before Land in mode C.

6.4. Non-Exclusive Partnership (Mode C)

6.4.1. In this mode, the Provider is entitled to offer the Land for lease and to lease the Land to third parties outside the Website.

6.4.2. Within the Land offer via the Website, there is no limitation on the number of persons to whom the Land may be leased and the capacity of the Land is not displayed. The Provider shall be fully responsible for the proper performance of all concluded Rental Agreements and other agreements whose subject is the provision of the Land for temporary use (concluded both through the Website and on the basis of its own activity). The Provider is obliged to regularly check the status of the unused capacity of the Land; in the event that the capacity of the Land is full, the Provider is obliged to immediately inform the Operator or withdraw the Land from the offer.

6.4.3. Within the offer of the Land on the Website, the Land is marked with the flag “non-exclusive cooperation (C)”.

6.3.4. Mode C Land is displayed at the lowest position of the listing on the Website (i.e. always after Land in mode A and B).

7. Final provisions

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

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

In Prague, on 1.4.2021
BEZKEMPU s.r.o.