

TERMS AND CONDITIONS OF USE

(Hereinafter referred to as the "Terms and Conditions of Use").

These Terms and Conditions of use of Chocolate experience s.r.o. ID: 06199682, registered address: Celetná 557/10, Staré Město, 110 00 Prague 1, registered in the Commercial Register maintained by the Metropolitan Court in Prague, Section C, File 278006, (hereinafter referred to as the "**Operator**") govern using services provided by the Operator including entertaining services, virtual reality projections, providing with information on relevant products and a membership in a benefit program of the Operator and other providers of similar services (hereinafter referred to as the "**Service**").

These Terms and Conditions of Use apply to using the Serv by natural persons (hereinafter referred to as the "**User**").

1. THE SUBJECT MATTER OF THE TERMS AND CONDITIONS OF USE

- 1.1. Pursuant to these Terms and Conditions of Use, the Operator enables the User to use the Service and the User is obliged to use it as stated hereinafter.
- 1.2. The Operator provides the Service free of charge.

2. SERVICE

- 2.1. It is possible to access the Service exclusively via a mobile Application Chocotopia (hereinafter referred to as the "**Application**"), which can be downloaded via one of the markets with mobile applications (Google Play, App Store, etc.)
- 2.2. For the purposes of using the Service, the Users must sign up via the procedure stated in Article 3 of these Terms and Conditions of Use.
- 2.3. The Users are provided with the Service from the time they successfully register pursuant to Article 3 of these Terms and Conditions of Use via using the Application.
- 2.4. The User, who is the consumer, explicitly agrees with the provision of the Service prior to the elapse of the fourteen-day period for withdrawal from the Service Provision Agreement pursuant to Section 1829, Act No. 89/2012 Sb., Civil Code, as amended (hereinafter referred to as the "**Civil Code**").
- 2.5. The Service (including the Application) may be updated from time to time including adding new functions. This occurs automatically, and these Terms and Conditions of Use are also related to the updated Service. The User is not entitled to refuse the changes because the Service is provided "as is". However, the User has the possibility to terminate the use of the Service at any time.

3. REGISTRATION, USER'S ACCOUNT

- 3.1. The contractual relationship between the Operator and the User arises once the User completes his/her registration within the Application (hereinafter referred to as the "**Service Provision Agreement**").
- 3.2. The User agrees with using remote communication means when entering into the Service Provision Agreement.
- 3.3. Anyone over the age of 16 on the day of registration may register as a User.
- 3.4. Upon registration, the User undertakes to fill in the following information:
 - a) Name and surname,
 - b) password,
 - c) e-mail,
 - d) phone number

- 3.5. If the User does not fill in any of the mandatory information, this data will automatically be highlighted and without filling in this data, it is not possible to continue with the registration.
- 3.6. All data, provided by the User upon registration, must be correct and truthful. If this data changes later, the User undertakes to immediately update this data via the User's Account (hereinafter referred to as the "**Account**"). The Operator is not liable for any damages incurred if the User provides incorrect or untruthful data or if the User breaches his/her obligation to update the data on the Account, pursuant to this paragraph.
- 3.7. Upon registration, the User confirms that he/she has read these Terms and Conditions of Use and that the User agrees with the Terms and Conditions by checking the "I agree with the Terms of Conditions of Use" box. Without granting this consent, it is not possible to continue with registration. The User is also informed about Privacy Policy regarding his personal data.
- 3.8. The User shall immediately receive an e-mail informing him/her about the successful registration and conclusion of the Service Provision Agreement through the e-mail address provided in the registration.
- 3.9. The User shall use the Service exclusively via his/her own Account. The Account is created for the User following the successful completion of the registration.
- 3.10. In order to access the Account, it is necessary to enter login information that the User entered upon registration. The User undertakes to protect his/her login information. The User undertakes to prevent any third party from an unauthorized access to this login information. The User is liable for damages incurred as a result of insufficient protection of his/her login information. If there is suspicion of releasing the login information or its misuse, in the best interest of the User, the User undertakes to change the login information as soon as possible.
- 3.11. The Operator is not liable for damages incurred as a result of unauthorized access to the Account caused by the User's breach of his/her obligations arising from these Terms and Conditions of Use.
- 3.12. The Account includes the User's Profile, which contains information about the User (hereinafter referred to as the "**Profile**"). Unless otherwise stated in the Terms and Conditions of Use, the Users' Profiles and the information provided on these profiles are accessible to the Operator but not to registered Users.
- 3.13. All Users may use the Service at the same time.

4. THE USER

- 4.1. The User undertakes to exclusively state updated, truthful, complete and not misleading information. The Operator is not liable for the correctness, completeness and up datedness of such information. The Operator is also not liable for any damages incurred as a result of breaching this obligation by User or breaching any other obligations arising from the legal regulations by User. The Operator does not, in any way, approve the content entered on the Profile.
- 4.2. The User is authorized to modify, change or delete any voluntarily provided information stated on his/her Account at any time.
- 4.3. The User is entitled to cancel his/her Account at any time.

- 4.4. The Operator reserves the right to terminate the User's Account at any time, without providing a reason, based on these Terms and Conditions of Use. If the Operator terminates the User's Account, the User is not entitled to any claims apart from the claims exclusively stated in these Terms and Conditions of Use.
- 4.5. The User acknowledges that the Account does not have to be available continuously, especially in terms of maintaining the Operator's hardware and software, possibly in terms of any necessary hardware or software maintenance of third parties.

5. THE BENEFIT PROGRAM

- 5.1. When the Service Provision Agreement is concluded, the User automatically becomes a member of a benefit program Chocotopia Points (hereinafter as the “**Benefit Program**”) which allows the User to benefit from the use of the Application.
- 5.2. The Operator determines that some of the User's activities in the Application are rated by a certain number of points (hereinafter as the “**Points**”). The Points are assigned to the User's account according these rules:
 - a) By spending money = buying in the stores designated as “Chocotopia Partners”.
The ratio is 1/10 (one point per each 10 CZK)
- 5.3. The Points may be used either as a discount on selected Operator's services or on the contractual partners' services, who are obliged to accept the Points. The Operator informs the User via the Application about the contractual partners and their services for which the Points can be applied. The Operator is entitled to change a list of the contractual partners at any time.
- 5.4. In case of termination of the Service Provision Agreement for any reason, the User's membership in Benefit Program is terminated as well and the User loses all his/ her Points.

6. THE RIGHTS AND OBLIGATIONS OF THE USERS

- 6.1. The User undertakes to use the Service explicitly in compliance with the legal regulations and these Terms and Conditions of Use. The User is not entitled to use the Service for any other purposes or in any other manner than specified in these Terms and Conditions of Use. The User particularly undertakes **not**:
 - a) to interfere with the rights of third parties, the Operator or other Users while using the Service or as a result of using the Service or/and the Application,
 - b) to interfere with the Application in any unauthorized manner. The User shall not try to acquire access into the Application in any other manner than by using the specified login information and the relevant interface. The User particularly undertakes to not distribute, change, decompile or in any other way interfere with the Application, the related source codes and documentation, unless he/she is explicitly authorized to do so,
 - c) to use the Application in a manner that could damage it (including interference into the hardware, on which the Application is run),
 - d) to process the personal data of Users in an unauthorized manner,
 - e) to withhold, hide or falsify his / her identity.

- 6.2. The User is entitled to use the Service on his/her own. The User especially cannot make the Service accessible to a third party without the explicit written consent of the Operator, who shall provide his/her full or partial authorization to use the provided Service (including the authorization to use the Application or other parts of the Service).
- 6.3. The User is fully responsible for the activity occurring on his/her Account, regardless of whether or not the activity is done by the User, an individual authorized by the user or another third party.

7. THE RIGHTS AND OBLIGATIONS OF THE OPERATOR

- 7.1. The Operator undertakes to make effort to ensure that the Service and/or the Application is available and functional. However, the User acknowledges that despite this effort, the Service and/or the Application does not always have to be fully available, especially due to the Operator's necessary hardware or software maintenance, possibly also due to the necessary hardware or software maintenance of a third party. The Operator is not liable for any damage incurred to the User as a result of the unavailability or non-functionality of the Service and/or Application.
- 7.2. The Operator is entitled to perform changes to the Service, add or remove functions of the Application and parts of it, without any previous notification.

8. PROTECTION OF PERSONAL DATA

- 8.1. The Users acknowledge that within the scope of providing the Service, their personal data will be processed. The information about how the Operator processes the Users' personal data is available in a special document called, "*Privacy Policy*", which is available at <http://registrace.chocotopia.cz/pp.pdf>.

9. USER AND PROPERTY RIGHTS TO THE APPLICATION

- 9.1. The Application and relevant content of the Service is the author's work in the sense of Act No. 121/2000 Sb., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), as amended (hereinafter as the "**Copyright Act**" and "**Protected Work**").
- 9.2. Within the scope of the Service, the Operator grants to the User the license (hereinafter as the "**License**") to use the Application in the form available at the specific time within the relevant market with mobile applications and the Protected Work referring to the Service for the purpose of the Service. The License is provided as non-exclusive for the duration of the Service Provision Agreement, exclusively for the purpose of using the Application and/or Service in compliance with these Terms and Conditions of Use and exclusively in the corresponding manner. The License is provided for the territory of the Czech Republic. The User is not entitled to provide a sub-license to a third party or assign the License to a third party.
- 9.3. Pursuant to this Article of the Terms and Conditions of Use, the Users are provided with the License free of charge.

- 9.4. The User is not entitled to interfere with the Protected Work in any way, change it, connect it with another work, include it into the work file or complete an incomplete Application (not even with the assistance of a third party). The User is not entitled to distribute the Application in any way.
- 9.5. The Users are entitled to install the Application on their relevant device for the purpose of access to the Service. The costs to ensure access to the Application (especially Internet connection fees) are borne by the User.
- 9.6. The terms and conditions of using the Application are proportionately applicable to using other intangibles made available by the Operator within the Service (especially graphics, etc.).
- 9.7. The User and the Operator rule out all legal licenses or free use in favor of the User, which may be ruled out based on agreement between the Contracting Parties.

10. SUPPORT

- 10.1. Every User is entitled to contact the Operator in order to solve the functionality of the Service, especially in cases, when the Service and/or Application is not available.
- 10.2. In order to contact the Operator, it is possible to use:
 - a) e-mail: info@chocotopia.cz
- 10.3. The Operator shall inform the User about the results of resolving his/her requests in the manner which the User used to contact the Operator.
- 10.4. The e-mail support is usually active from 9:00am to 5:00pm every business day in the Czech Republic. The communication language is English and Czech.

11. RESOLVING DISPUTES

- 11.1. If a consumer dispute arises between the User, who is the consumer and the Operator, as a result of the Service Provision Agreement, which is not resolved by a mutual agreement, the User, who is the consumer, may submit a proposal for an out-of-court settlement of such dispute designated to the subject of the out-of-court resolution of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate - Prague Department: Štěpánská 15, 120 00 Prague 2, www.coi.cz. It is also possible to use the on-line platform to resolve out-of-court disputes, which is available at: <http://ec.europa.eu/consumers/odr>. Based on the European Parliament and Council Regulation No. 524/2013 dated 21 May 2013 on resolving consumer disputes on-line and the amendments to EU Regulation No. 2006/2004 and Directive 2009/22/EU (Regulation on resolving consumer disputes on-line), the contact location is the European Consumer Center of the Czech Republic, registered address: Štěpánská 567/15, 120 00 Prague 2, <http://www.evropskyspotrebitel.cz>

12. SUSPENDING THE FULFILLMENT OF THE SERVICE PROVISION AGREEMENT

- 12.1. The Operator is entitled to suspend the Service provided to the User at any time pursuant to this Service Provision Agreement, even without providing a reason. In such a case, the User does not have access to the Service (or even a part of it). If the provision of the Service is suspended, the Operator undertakes to send the User an email, as stated on the Account regarding the reason and period for which the provision of the Service is suspended. The fact that the Operator suspends the fulfillment of the Service Provision Agreement does not affect the possibility of its termination according to Article 14 of the Terms and Conditions of Use.

13. DURATION AND TERMINATION OF THE SERVICE PROVISION AGREEMENT

- 13.1. The Service Provision Agreement is entered into for an indefinite period of time.
- 13.2. The Operator is entitled to terminate the Service Provision Agreement anytime, by a written notice of termination sent onto the email address of the User, as stated on his/her Account. The Service Provision Agreement is terminated on the day the written notice of termination is delivered to the User.
- 13.3. Typically, the Operator terminates the Service Provision Agreement in cases, when the User breaches these Terms and Conditions of Use or the legal regulations.
- 13.4. The User is entitled to terminate his/her Service Provision Agreement anytime, by cancelling his/her Account.
- 13.5. The User, who is the consumer, acknowledges that he/she does not have the right to withdraw from the Service Provision Agreement pursuant to Section 1829 of the Civil Code because the Service was provided to him/her with his/her exclusive consent before the elapse of the period for withdrawing from the Service Provision Agreement (Section 1837(1)(a) of the Civil Code).

14. MUTUAL COMMUNICATION

- 14.1. All notifications between the User and the Operator that are related to these Terms and Conditions of Use or which should be effective based on these Terms and Conditions of Use, must be made in written form and delivered to the other party. The request for a written form is followed even if the notification is submitted in electronic form by means of the Account interface or by means of an email sent to the above stated email addresses.
- 14.2. The User and the Operator undertake that in the case of a change to the contact information, they shall inform the other party of this change within three (3) business days, at the latest. The User shall update his/her contact information on the Account.

15. FINAL PROVISIONS

- 15.1. The concluded Service Provision Agreements are archived by the Operator in electronic form. The Operator has exclusive access to the archived Service Provision Agreements.
- 15.2. The User bears all costs related to remote communication incurred during the fulfillment of these Terms and Conditions of Use. The costs do not differ from the basic rate of the relevant provider.

- 15.3. The Operator is entitled to amend these Terms and Conditions of Use at his/her own discretion. This amendment shall be published in the Application and each User shall receive an email about this amendment. The previous Terms and Conditions of Use are effective until the day the new Terms and Conditions of Use come into effect. If the User does not agree with the changes, the User has the right to withdraw from the Service Provision Agreement.
- 15.4. The User agrees with the fact that the Operator has the right to assign the Service Provision Agreement or a part of it to a third party. The User cannot transfer or in any other way burden his/her debts to the Operator.
- 15.5. If any provision of these Terms and Conditions of Use or a part of it becomes invalid or unenforceable or shall become invalid or unenforceable in the future, this invalidity or unenforceability shall not have any effect on the validity or enforceability of the other provisions of these Terms and Conditions of Use or a part of it, if the content of these Terms and Conditions of Use does not clearly state that this provision or a part of it cannot be separated from the other content. In the case stated in the previous sentence, the Operator undertakes to replace the invalid or ineffective provision with a new provision, which most accurately corresponds with the purpose and economic significance of the replaced provision.
- 15.6. These Terms and Conditions of Use and all legal relationships arising based on these Terms and Conditions of Use are governed by the Legal Code of the Czech Republic.
- 15.7. This version of the Terms and Conditions of Use comes into effect on 28/10/2018.