

INTRODUCTION

Dear lessor,

Thank you for choosing to use our services.

We believe that you will find our services practical, useful, and above all always clear and comprehensible. For this reason, these Terms and Conditions are written in such a way that the rules of our co-operation are clearly and easily stated and we do not hide important information in footnotes or in small letters.

These Terms and Conditions are additional to the concluded agreement on provision of the Airport Check - in and Online House Book, which are always available in the current version on the portal at www.beprague.com. The text below is effective from 17. 10. 2018.

We look forward to our long-term cooperation

The BE PRAGUE team

1. A LITTLE SOMETHING TO BEGIN WITH

1.1. Who are we?

We are BE 2025 s.r.o., with the registered seat at Štefánikova 248/32, Smíchov, 150 00 Prague 5, ID No.: 06200478, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 278015 (the "**Company**") and we provide services to you, the hosts, i.e. natural or legal persons.

1.2. To what services do these Terms and Conditions apply?

These Terms and Conditions (the "**TC**") and the individual contracts (the "**Agreements**") referring to them form between us and you, as lessor, the Terms of the Contractual Relationship (the "**TCR**") on the basis of which following services may be provided to you by us:

- Airport Check-in,
- Online House Book,

(the "**Services**"). The TCR constitute a complete agreement between us and you about the provision of the Services.

1.3. And what about you?

You can order the Services with us as a legal person or natural person - the businessman, who provides accommodation services to guests.

The Airport Check-in service, is currently only available to hosts whose guests arrive in the Czech Republic exclusively by air. In the near future we will offer this service without limitation regarding the way guests arrive in the Czech Republic.

1.4. The legal nature of the matter

These general Terms and Conditions (the "**TC**") constitute between us, i.e. the provider, and you, i.e. the customer, the full terms of the contractual relationship on the basis of which our Services will be provided to you. Legal relationships that are not explicitly regulated by these TC are governed by the Czech law, in particular by Act No. 89/2012 Coll., The Civil Code, as amended (the "**Civil Code**"). By ordering our Services on the website www.bep Prague.com and fulfilling other obligations under Article 2.2 of the TC, an agreement on provision of the service Airport Check - in or Online House Book (the "**Contract**") shall be concluded in accordance with Section 1746 2 of the Civil Code.

2. HOW TO ORDER THE SERVICES AND WHEN IS THE CONTRACT CONCLUDED?

2.1. How to place an order?

2.1.1 Airport Check-in

It is easy - you can order Airport Check-in via the order system at www.beprague.com by filling out an Order Form through which you register and create your own profile, you choose one of the three possible packages of Services, you confirm that you agree with these TC, and you pay the selected package via a credit card. This will result in the conclusion of the Contract. Immediately after payment authorization, we will confirm by e-mail that the payment was successful.

Once you log in to your profile, you will see how much credit you have and how many times you can use our Service. We will then ask you to fill in the profile of your property, where you enter the street, the indicative and descriptive number, the city district, the city, the postal code, the floor and other necessary information, especially how the guest can get from the airport to your property (the "**Property Profile**"). We will then assign you the property ID. For each of your properties you will be assigned a separate property ID.

After having created the Property Profile, you will be prompted to specify the date and other details of the arrival of the guest for whom you want to use the Service. For each individual use of the Service, you will be generated a separate code that will be sent to your email. You will be able to select the number of terms of Service provision according to your credit. Once your credit has been exhausted, you can recharge it at any time by purchasing another Check - in. Subsequently you will be contacted by our staff, who will arrange the date and place of an appointment and the way of handing over the keys, and provide you with the necessary information, especially the number of key sets (minimum 3 sets) that we will need. Our staff may be available to you at the earliest within two hours of ordering the Service and completing the Property Profile at our company's stand located at Terminal 1, Václav Havel Airport, Arrival Hall, public section ("**Airport Stand**"). Once you have completed your Property Profile, our staff will contact you by phone.

A handover protocol will be written on the key handover to confirm the number of received bunches of keys from your property. You will take one copy of the handover protocol with you.

2.1.2 Online House Book

It's easy - You can order the Online House Book online through the order system at www.beprague.com, based on the given instructions. First you fill in an Order Form through which you register and create your own profile, fill in your billing information, credit card information and create your first house book, and with approval of the Terms & Conditions you will pay by credit card the price for the Online House Book according to the pricelist at <https://www.beprague.com/pro-hostitele/domovni-kniha> ("**Price List**"). This will result in the conclusion of the Online House Book Service Agreement.

The lessor will find the current price for the services provided in the given period within the current calendar month on his profile. Payments for the Services are being effectuated through an external payment service provider's system, which directly withdraw the specific amount of money from your bank account.

Once the first Online House Book is set up, an initiation fee will be charged from your bank account via the issued credit card in the amount of up to one monthly payment according to the Price List. After the end of each calendar month, amount to be paid is always calculated according to the actual services provided in the previous calendar month according to the current Price List. The Service Price is governed by the Price List applicable at the time of the provision of the Services and is payable due to 5th day following the end of the month in which the Services were provided.

2.2. Is the order legally binding?

The proposal for the conclusion of the Contract is the placement of the offered Services on our website. The contract then arises when your order is placed and the Services are paid. By submitting an order and paying the Services, our obligation arises to deliver selected Services to you. A confirmation of payment for the Services will be sent to the email address you enter. However, this email is purely informative and does not have an impact on the creation of the Contract. The resulting Contract (including the agreed price) may be altered or cancelled only by mutual agreement or for legitimate reasons.

3. WHEN, HOW AND UNDER WHAT CIRCUMSTANCES WILL THE SERVICES BE PROVIDED TO YOU?

3.1. When and where will we provide you with the Services?

3.1.1 Airport Check-in

We can provide you with Airport Check-in Services every day from 6 am to 0.30 am (the "**Operating hours**"), when we will be available to your guests at the Airport Stand. Outside of the Operating hours, it is possible to provide the Airport Check-in upon prior agreement.

3.1.2 Online House Book

The Online House Book Service is available to you 24/7, with the exception of an unavailable external medium (Ubyport, etc.), payment gateway, or in case of a technical fault at the lessor's side or due to regular maintenance of the app.

4. WHAT IS THE PRICE OF THE SERVICES AND WHAT TYPES OF PAYMENT ARE ACCEPTED?

4.1. What is the price of the Services?

Prices of each type of Service are always available on our www.bep Prague.com website. The prices are contractual, final, always up-to-date and valid, as long as they are so published. The cost of using

the non-instantaneous means of communication is borne by you. The final calculated price for the Airport Check-in, after completing the order form, already includes the receipt of keys by our staff. As the price at the conclusion of the Contract between us and you, the price stated for the Service package at the time you ordered the Service applies.

4.2. How do we refund your performance?

In the event that you make a payment for the Services and we are not then able to deliver the Services, either for technical reasons or for reasons of force majeure, we will immediately return your performance in the agreed manner. We will notify you of any limitations on the provision of our Services without delay. The time limit for reimbursement of the funds expended depends on the chosen method of return, but it must not exceed 30 days from the moment when the impossibility of provision of Services arises.

4.3. What payment methods are accepted?

4.3.1 Airport Check-in

We only accept online card payment through a secure payment gateway.

4.3.2 Online House Book

We only accept so-called repeated payment through a secure online payment gateway that occurs automatically throughout the duration of the Agreement based on your provided credit card details.

When creating the First House Book, it is an initiation fee according to the Price List and then it is a payment for the provided Services in the previous month.

5. HOW DOES THE HOST KNOW ABOUT THE WAY OF THE KEY HANDOVER?

5.1. What are your responsibilities?

When filling out your order, you will choose whether you will provide the guests with the key handover instructions yourself, or if you let us send it to them by email. If you would like to communicate with the guests without us, please inform them that the keys from your property are to be taken at the Airport Stand and inform them about the generated guest code by which they can prove to our staff. You will get the generated code from us when ordering Airport Check-in for each individual guest. Please keep in mind that if your guest does not know the generated code, the staff will ask for an ID to verify the identity of the guest. If a guest does not have a code and refuses to provide an ID to authenticate, we will not be able to pass him the keys to your property. Please also inform the guests that they cannot remove the identification of the keys and that they cannot replace the bunch of keys for another one. The guests are obliged to return the bunch of keys that was handed to them at the Airport Stand. This is the case if you have provided them with other keys

during their stay. The guests must be informed that they are obliged to inform our employees when receiving the keys, whether they are going to return the keys at the Airport Stand during the Operating hours on the day of the end of their stay or whether they are going to leave the keys in the accommodation.

If you provide us with a contact email address when filling out the Airport Check-in order, we will send him and you all the instructions required to pick up the keys .

Please fill out the date of your departure when ordering the Services. Should your guest stay longer or shorter, please let us know that the keys will be returned at a different time than the time announced in advance.

If your guest knows in advance that he would not be returning the key in person, he shall inform the staff about that when picking up the keys from the Airport Stand. If, during the guest's stay, you get to know about a change in the way the keys will be returned, please, inform us about it. Thanks to that we will know that everything is fine and that we should not await the keys at the Airport Stand on the day of the guest's departure. At the same time, in such case you are responsible for the subsequent delivery of the bunch of keys which was not returned by the guest to us to the Airport Stand within such a period as not to endanger the Check-in of your next guest at the airport.

If you are taking the Online House Book Service, please inform your guests that lessors are required to report guests to the Foreign Police in the Czech Republic. You can, for example, send them the following message and link to valid law in English language.

“Registering at the Foreign Police Department is an obligatory for any foreign person staying in private accommodation such as Airbnb, etc., pursuant to Act No. 326/1999 Coll., on the Residence of Foreign Nationals in the Territory of the Czech Republic https://ec.europa.eu/anti-trafficking/sites/antitrafficking/files/act_no_326_on_residence_of_foreign_nationals_en_1.pdf “

Our company, based on the Contract, further processes the personal data of your guests as necessary, acting as a personal data processor, whereas you, as a host, act as a personal data controller. Therefore, the duty to inform guests about the processing of personal data lies on your shoulders.

5.2. What are our responsibilities?

We will identify your keys immediately after receiving them with a unique identifier containing a code, which will indicate whether the keys are located with our guest or with us. This way we will be at any time able to provide you with the information who has your keys at the moment. Keys are anonymized, i.e. the key does not include the address of your property, so you do not have to worry

about unauthorized use of the keys. We care about security and therefore we keep the keys in our lockable premises, which are serviced by our trained staff without the need for involvement of any third parties, such as cafes, etc. The key is handled only on the basis of and in accordance with your instructions.

We pass the keys to your property to the guest once he authenticates by the generated code. Our staff will tell the guest how to get to your property and they will provide him with any further instructions on the property (such as floors, building designations). In case of unexpected situations, the staff will provide him with a helpline phone number that he will be able to reach during the Operating hours. Finally, our staff will notify him that the keys must be returned on the day of termination of the stay at our Airport Stand unless another way of returning the keys has been chosen.

If you opt for the Online House Book Service, we will contact you with a request for a power of attorney for BePrague in all matters during negotiations with the authorities, government authorities and local authorities, regarding the reporting of foreigners' stay, or spa or recreation fee. If you are just starting out with short-term rentals, we will procure registration of your property with the competent authorities for you. If you previously registered with the authorities yourself, we will ask you to provide us with the registration details, that you have to newly ask for at the Foreign Police just for the purpose of the use within the BePrague system. Once we have your registration details available, we will fulfil your statutory obligations in accordance with Act No. 326/1999 Coll., On the Residence of Foreign Nationals in the Czech Republic and on the Amendment of Certain Acts, for you. For the purpose of meeting the requirements of Act No. 565/1990 Coll., On Local Fees, as amended, and generally binding Decree No. 27/2003 Coll. of the Capital of Prague, regarding payment of a fee for a spa or recreation stay to the relevant city section, the Online House Book will generate an overview of the number of guests for the previous calendar month always by the 5th day of the following month, including payment details for the payments at the appropriate city administration office. In addition, we will keep track of your guests as well.

6. HOW DO YOU FIND OUT THAT EVERYTHING WENT AS EXPECTED?

6.1. How will we inform you?

We will notify you of the successful handover and receipt of the keys by email immediately after they have been handed over. Guestbook with information on the report to the Foreign Police forms part of the system.

7. WHAT IS OUR LIABILITY?

7.1. What if the keys are lost or destroyed?

Our Company is not responsible for the guest's conduct and in the event that your guest loses or destroys the keys, we are not obliged to compensate for any damage that may be caused to you by this guest's conduct.

In the event that our employees lose the keys, our Company will, of course, compensate you for any damage caused by our Company. The time limit for damages depends on the agreed method of reimbursement, but the time limit must not exceed 60 days from the date on which the damage was caused.

In the event that your guest refuses to provide the data necessary to meet legal obligations, although having been properly informed about their existence, we will have to comply with legal requirements and report this to the Foreign Police.

8. WHAT IS YOUR LIABILITY?

8.1. What will happen in the event of damage, destruction or loss of key identification?

In the event that your guest harms, destroys or loses key identification, you will be responsible for his actions and you are obliged to compensate for the damage caused to us by such actions.

8.2. What if your property is damaged?

To avoid any doubt, we would like to remind you that we are not responsible for any damage caused by your guests in your property. Our staff will only hand over the keys and take them to the Airport Stand.

8.3. What happens in case of erroneous data in the House Book?

In the case of the Online House Book Service, the lessor is responsible for the factual accuracy of the guest's personal information, is responsible for checking the data and whether the data has been reported to Ubyport in accordance with your statutory duty of the lessor. BePrague is not responsible for any unannounced report or unfulfilled legal obligation of the lessor. The lessor is obliged to inform BePrague of any inaccuracies in reporting.

In the case of payment of a recreational and / or spa tax, the host is further responsible for the personal data and other data in the payment order for the city district.

9. WHAT ARE YOUR OBLIGATIONS TOWARDS US?

9.1. How many keys do you need to pass to us?

In order to provide you with the Services in an efficient and unrestricted manner, we need to be handed over three bunches of keys. We will confirm the takeover of all key bunches by the delivery protocol.

9.2. What do you have to tell us about?

In the event that your details change, you must contact us immediately, either via helplines or via email. In the event of failure to comply with this obligation, our Company will not be liable for any damage caused as a result of failure to comply with this obligation. Furthermore, you have the obligation to inform us without undue delay in the event that the competent authority alleges a fault in connection with the Services.

9.3. What do you have to do in case you change locks?

You must inform us of any replacement of the property lock and pass on the new keys to our staff. In the event that you do not inform us of the replacement of locks and for this reason the new keys will not be handed over to the guest, we will not be liable for any damages and you will not be entitled to a refund for the paid Service.

10. HOW WILL YOUR PERSONAL DATA BE PROCESSED?

10.1. What is processing of your personal data governed by?

If the Contract is concluded by a natural person, the processing of personal data is governed by Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of Such Data (the “**GDPR**”). We, in this relationship and in the processing of personal data, act as a personal data processor within the meaning of Article 4 (6) of the GDPR. You can also contact us regarding the protection of personal data, including the exercise of all rights, at manage@beprague.com and on 777 445 888 at any time during Operating Hours.

10.2. What is the purpose of processing of personal data?

We will process personal data only for purposes that are in accordance with GDPR, namely:

- a) Conclusion and fulfilment of the Contract;
- b) Tax and accounting agenda;
- c) Our legitimate interest, consisting mainly of:
 - (i) Protect and defend our legitimate interests;
 - (ii) Sending offers and marketing communications, such as information about our activities, news, etc.;
 - (iii) Improving our services;
 - (iv) Overview and management of our relationship with our contractual partners.

In the case of using electronic means of communication, we will, of course, comply with all legal requirements, especially those pursuant to Act No. 480/2004 Coll., On Certain Information Society Services, as amended.

We act as a personal data administrator on the basis of the Agreement, but we also process the personal data of your guests as a processor when you provide the Services and where you act as a personal data administrator.

10.3. The legal basis for the processing of personal data

The legal basis for the processing of personal data is therefore represented by the necessity to comply with the Contract, our legal duty (tax and accounting agenda), and the above legitimate interest. The processing of personal data therefore takes place in accordance with Article 6 (1) b), c) and f) of the GDPR.

10.4. Scope of processed personal data

The processing concerns the personal data we obtain from you in connection with the performance of the Contract. These are, but are not limited to, the identification data (name, surname, address of residence, address of the property, and other details) and contact details (email address, telephone number).

10.5. Duration of processing of personal data

Personal data obtained in connection with the performance of the Contract will be processed for the time necessary to meet the Purpose of the Processing, i.e. at least for the duration of the Contract, and for the period during which the processor is obliged / entitled to keep the data according to the generally binding legal regulations.

10.6. Method of processing of personal data

The processing of personal data takes place manually and automatically in electronic information systems, in electronic or paper form, always with high technical, organizational and personnel security and in accordance with GDPR. All persons who come into contact with personal data because of their position (or under contractual obligations) are trained and bound by the duty of confidentiality.

The processing is done by our employees and also by third parties who provide us with IT, accounting, legal or tax services, always on the basis of a relevant contract for the processing of personal data. Statutory authorities are also recipients of personal data to the extent stipulated by legislation.

10.7. Your rights regarding the processing of personal data

You have all rights granted by GDPR and other generally binding legal regulations, that is:

- (a) the right to information on the processing of your personal data;
- (b) the right of access to your personal data;
- (c) the right to request the rectification, erasure, or restriction of the processing of personal data;
- (d) the right to object to the processing of your personal data;
- (e) the right to obtain your personal data (the right to data portability);
- (f) the right to lodge a complaint with the Office for Personal Data Protection.

You are entitled to exercise your rights in relation to us by using the contact details provided in Article 10.1. of these TC.

10.8. Is the provision of personal data voluntary?

The provision of personal data is voluntary, based on a contractual requirement, however, failure to provide them impedes the conclusion of the Contract. The processing of personal data is necessary for the purpose of concluding a Contract, i.e. without providing the personal data required for this purpose, the Contract cannot be concluded.

11. FINAL PROVISIONS

11.1. What happens if some provisions are found to be invalid?

In the event that any provision of the Contract and / or TC is, will become, or will be found to be invalid or unenforceable, it will not affect (to the fullest extent permitted by law) the validity and enforceability of the remaining provisions of the Contract and / or TC. In such cases, the Contracting Parties undertake to replace an invalid or unenforceable provision with a valid and enforceable provision which, to the highest degree, will have the same meaning and effect as intended by the replaced provision.

11.2. What are your other obligations?

You shall enable us to carry out our obligations in accordance with the Contract and develop all the necessary co-operation. You further agree to pay all costs arising from dispatches and costs associated with the recovery of any claims.

11.3. Can we assign a contract claim?

You acknowledge that we are entitled to transfer our claim from the Contract to a third party.

11.4. How will the disputes arising from the Contract be resolved between us and you?

The parties undertake to do their utmost to settle any disputes arising out of or in connection with the Contract and / or TC.

The Contracting Parties, pursuant to Act No. 216/1994 Coll. on the Arbitration, as amended, expressly agree that all property disputes arising under the Contract as well as disputes arising in the future from the legal relationship created by the Contract, except for disputes arising out of the execution and disputes arising out of insolvency proceedings the proceedings, if not settled by mutual agreement, shall be decided, according to the law of the Czech Republic, by the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic.

For reasons of legal caution, the Contracting Parties declare for cases of contracting with an international element that any disputes (except for disputes falling within the exclusive jurisdiction of an arbitrator and / or disputes having connection to them) or cases where it would have been determined by a final decision of the court , that there is no jurisdiction of the arbitrator under this Article of the TC that, in accordance with Article 23 of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, shall fall within the exclusive jurisdiction of the Municipal Court in Prague, which shall decide on any future disputes arising from, and / or connected to, the Contract and / or TC. Similarly, the Contracting Parties hereto declare for all disputes in connection with the Contract and the TC (except for disputes falling within the exclusive jurisdiction of an arbitrator and / or disputes having connection to them) the exclusive jurisdiction of the Municipal Court in Prague.

11.5. In what language is the Contract concluded?

These TC are drawn up in the Czech language and in English language, and the Contract is concluded in the Czech language.

11.6. When do these TC enter into force?

These TC will enter into force on 17 October 2018 and will also be available on our website at www.bepague.com. We are authorized to change these TC at any time. The previous version of TC expires from the date of entry into force of the later TC.

11.7. What law governs these TC?

The mutual obligation of the Contracting Parties is governed by the law of the Czech Republic, in particular Act No. 89/2012 Coll., The Civil Code, as amended. For the purpose of contracting with the international element, in accordance with Article III. of Regulation No 593/2008 on the law applicable to contractual obligations adopted by the European Parliament and the Council of the European

Union on 17 June 2008 the Contracting Parties choose that the law applicable to the Contract and these TC is Czech law.

11.8. Your statement

By submitting your order, you confirm that you have become familiar with these TC and agree with them. You have been notified of these TC and have the opportunity to become acquainted with them before you make your order.