

Carpooling Rules

1. Basic Provisions

1.1 Definitions

These rules apply to carpool pairing services provided by BB C - SERVICES, s.r.o., Company ID No. 27080951, Tax ID No. CZ27080951, with its seat at Prague 4 - Michle, Želetavská 1525/1, Postcode 140 00, Czech Republic, entered in the Commercial Register maintained by the Municipal Court in Prague, section C, entry 94817 (hereinafter, "BBC SERVICES").

BBC SERVICES operates the website <http://carpooling.bbcentrum.cz>.

Definitions

"Trip" means a specific joint journey in the Vehicle on the territory of the Czech Republic, on which the Driver and the Passenger have agreed through the use of the Website.

"Passenger" means a person who has made an agreement with the Driver for a Trip using the Services.

"Compensation" means the financial amount set by the Driver for the Trip, which is then paid by the Passenger as a contribution towards the costs of the Trip; such financial amount may be equal to zero (0) if the Driver so decides.

"Rules" means these rules for carpooling, including rules regarding privacy protection.

"Driver" means the person using the Website for the purpose of offering Carpooling and transporting Passenger(s) to a designated place at an agreed time in exchange for the Compensation amount.

"BBC SERVICES" refers to the company providing pairing services for carpooling through the Website, as well as all of its partners, group members, or affiliates.

"Service" means any service provided through the Website to any of its Users.

"Carpool" means sharing a Vehicle for a Trip, in which the Driver transports a Passenger(s) in exchange for the Compensation.

"Website" means the internet web pages <http://carpooling.bbcentrum.cz/> including the related mobile or other application operated by BBC SERVICES.

"User" means a Passenger, Driver, or any other user of the Website.

"User Account" means the Website account created by the User and used for the purpose of accessing the Services.

"Vehicle" means a personal motor vehicle offered by the Driver for Carpooling.

1.2 Use of These Rules

These Rules apply to any use of the Website. By using the Website, the User expresses consent with its use and undertakes to comply with these Rules in their entirety, and even in cases when the User has not created a User Account.

Access to the Services shall not be granted to the User until the User consents to abide by the Rules in their entirety. A User who expresses any disagreement with the Rules and/or who violates them in any way shall no longer be entitled to use any of the Services, and BBC SERVICES may cancel their User Account at any time.

To avoid any doubt, it is hereby stated that any agreement to provide a Carpool is made between Drivers and Passengers, and BBC SERVICES is not a party to any such agreement or contract.

1.3 Changes to the Rules, Website, and Services

BBC SERVICES reserves the right to unilaterally, at any time and in its own discretion, change and/or add to these Rules, the Services provided through the Website, the functionality of the Website, and/or edit the Website, without any prior notice or liability to Users.

Use of the Services by the User after any change and/or addition to the Rules shall be considered as consent on the part of the User with the use of such changed and/or added Rules in their entirety.

2. User of the Services

2.1 User Account and Data Accuracy

Every User who is interested in using the Service is required to open a User Account and give consent to the provision of personal data as requested by BBC SERVICES, including in particular their first name, last name, age, title, valid telephone number and email address. The Website and Service may be used only by people who have reached the age of majority at the time of registration under the applicable laws of the Czech Republic.

Users confirm that all information, including personal information, that they provide to BBC SERVICES when creating a User Account and at any other time, is true, complete, and accurate in all respects. Users further confirm that any information provided to BBC SERVICES or made public on the Website in connection with any Trip, Vehicle, or Carpool in general is true, complete, and accurate.

BBC SERVICES assumes no liability to any User in case that any information provided by a User (to avoid confusion, in this case a different User) is untrue, incomplete, or inaccurate.

Except as expressly authorized by BBC SERVICES, Users are authorized to establish only one User Account per User. A User Account may not be established on behalf of another person or may a User impersonate someone to create a User Account.

Any violation of these Rules will lead to immediate termination of the User Account and the relevant User may be restricted or denied access to any other Services.

2.2 No commercial operations; BBC SERVICES position

The Website and the Services provide an exclusively online platform to connect Drivers and Passengers as non-business persons for the purpose of Carpooling. The Website and the Services may not be used to link Drivers and Passengers for carpooling, the offer or acceptance of which is for profit or any commercial or professional context.

The Driver must not make any profit of any kind, directly or indirectly, on any Trip. The Services and Compensation may be used only to reduce the Driver's Travel Expenses for the Trip.

The Driver may not provide any additional services to any Passenger for the purpose of profit or other benefit (and the Passenger may not accept or request such services), including, but not limited

to, delivering packages, waiting times, special stops for boarding or disembarking Passengers, or picking up any other passengers (other than the Passenger).

All Trips, starting points, and destinations must be agreed upon in advance through the Website. The Driver may not pick up the Passenger at any place that was not agreed upon in advance with the Passenger through the Website.

By creating a User Account, Users acknowledge and agree that the use of the Website for commercial or professional activities may lead to breach of insurance policy conditions and termination of the Driver's insurance. The liability of BBC SERVICES is limited in accordance with this Rules, and BBC SERVICES in particular is not liable for any violation of any agreements or arrangements between Users, or for any violation of these Rules by a User, including cases in which any Driver (contrary to these Rules) offers Services through the Website for commercial or professional activities (which may result in termination of the Driver's insurance). It is up to the Users to determine whether the Carpool and related services are or are not provided in a commercial manner.

When creating a User Account, Users further take into consideration that neither BBC SERVICES nor the Website provide transportation services. The Website is exclusively a communications platform for Users with the goal of establishing mutual contact. BBC SERVICES does not involve itself in any Trips, starting points, destinations, or times of Trips. The agreement for the provision of carpooling is entered into between the Driver and the Passenger.

BBC SERVICES is not a party to an agreement, contract, or transaction between Users, and is not liable in any respect for any matter regarding bookings between Users.

BBC SERVICES shall make every reasonable effort to ensure the availability of the Website, but may occasionally limit access in order to carry out repairs, maintenance, or introduce new features or services, or for reasons that are outside the control for BBC SERVICES, and BBC SERVICES bears no liability for any error, omission, or consequences that may result from the use of data collected in connection with it, or for User technical problems with the Website.

By creating a User Account, Users acknowledge and agree that BBC SERVICES shall not be responsible to Users for any fraudulent use of Passenger payment means. In such case, the Driver shall not be entitled to any compensation or damages from BBC SERVICES.

By creating a User Account, Users acknowledge and agree that BBC SERVICES is not liable in particular for any damage of any other loss suffered as a result of : (a) any false, incomplete, or inaccurate data provided by the User; (b) cancellation of the Trip by the Driver and/or the Passenger; (c) withholding of Compensation; (d) any fraud, fraudulent misrepresentation of fact, or breach of any provisions of the Rules by the Driver or Passenger before, during, and after the Trip.

By creating a User Account, the User acknowledges and agrees that BBC SERVICES is not liable to the User for any business, financial, or economic loss or consequential or indirect damage, such as loss of reputation, loss of opportunities to enter into a contract, lost profits, loss of anticipated savings, or lost opportunities resulting from the use of the Services, or to waive any such claim.

2.3 Bookings

BBC SERVICES offers a free service that enables Users to establish direct contact for the purpose of arranging Carpooling, including the established starting point, destination, and agreement on further detailed conditions of the Trip (including amount of luggage, if smoking is permitted, if pets are permitted, if music can be played during the Trip, etc.).

The User agrees that, given the nature of the Services and the fact that it is provided free of charge, the Passenger shall make no claims against BBC SERVICES regarding the Trip and/or the Services, including Trip cancellation, any changes in the Trip terms, or violation of the agreed terms of the Trip by the Driver or the Passenger, including increase or non-payment of Compensation. It is the exclusive responsibility of the Driver to choose the Compensation payment.

BBC SERVICES will not itself contact either of the parties (the Driver or the Passenger) and will not take any steps to arrange bookings. Carpooling is always arranged directly between Drivers and Passengers.

By creating a User Account, the User acknowledges and agrees that BBC SERVICES is authorized at any time to change any element of the Website or its Services, which may include expanding existing or adding new services (which may be fee-based), as well as their cancellation.

Bookings are binding on the Driver and the Passenger. The identity of the Driver and the Passenger must correspond with the personal information they have provided to BBC SERVICES. The User is entitled to cancel the Trip if the identity of the Driver or the Passenger is not listed on the Website or if it does not correspond to that listed on the Website.

2.4 Mutual Responsibilities of the Driver and the Passenger

Driver Responsibilities

Every Driver agrees and undertakes that:

- they will arrive at the agreed-upon time at the agreed-upon starting point, in the Vehicle specified on the Website;
- they will promptly inform all Passengers of any changes in the Trip;
- if they decide to change any of the conditions of the Trip, they will contact all Passengers with a booking for the specific Trip and obtain from each their consent to such change;
- they will wait at the starting point for at least five (5) minutes after the agreed-upon time (although punctuality on the part of the Passenger is expected); and
- they will comply with all generally binding road safety legislation and will drive the Vehicle in a safe manner.

Passenger Duties

Every Passenger agrees and undertakes that:

- they will be at the starting point agreed upon with the Driver at the agreed-upon time;
- they will immediately inform the Driver should it be necessary to cancel the Trip;
- they will wait at the starting point for at least five (5) minutes after the arrival time agreed upon with the Driver; and
- they will pay the compensation to the Driver.

Should the Passenger or the Driver violate any of the conditions listed above, or any other provision of these Rules, BBC SERVICES reserves the right to retain any data associated with this violation, make this data public on the user profile of the particular User, as well as suspend or revoke the User's access to the Website, which the User acknowledges and agrees to by creating a User Account.

2.5 Insurance

The Driver confirms and undertakes that it has adequate insurance to cover the Trip and any Carpool offered or reserved through the Website. The Driver confirms and undertakes that they shall prove

the validity of their insurance and its terms at the Passenger's request. The Driver further undertakes to hold a valid driver's license, to own or be authorized to use the Vehicle, to ensure that the Vehicle has a valid state technical inspection sticker, and the Passenger is authorized to ask the Driver to show documents confirming insurance coverage, the vehicle's registration, its technical inspection certificate (with a record of a valid state inspection), as well as a valid driver's license, for the duration of the Trip until its completion. For the duration of the Trip, the Driver shall use any prescribed medical and/or mobility aids (such as prescribed eyeglasses).

By creating a User Account, Users acknowledge and agree that BBC SERVICES does not provide any guarantee or representation regarding insurance coverage of the Passenger by any insurance company of the Driver, and that it is the responsibility of the Passenger and Driver to confirm that the Driver's insurance sufficiently covers the Carpool.

By creating a User Account, Drivers acknowledge and confirm that compulsory vehicle insurance of the Driver/Vehicle generally covers damage caused by driving a motor vehicle to property, health, and life of third parties, including people in the vehicle of the offender (traffic accident), but the Driver who caused the accident is not generally covered by compulsory insurance. BBC SERVICES therefore recommends that Drivers purchase additional liability insurance.

By creating a User Account, Users acknowledge and agree that if the Driver earns profit in connection with the Trip, this can be considered a violation of the Driver's insurance terms and conditions, and it is the sole obligation of the Driver to prove that the Compensation amount requested in individual cases from Passengers does not lead to the creation of any profit on the part of the Driver. The Driver is solely responsible for any damage or injury resulting from any violation of the provisions of these Rules.

3. General Provisions

3.1 Website Content Provided By the User

By placing their content on the Website, the User explicitly grants BBC SERVICES a royalty-free license to display that content, as well as its use for any other of BBC SERVICES businesses, without restriction.

If the Website content provided by the User includes documents of a personal nature, depictions or audio or video recordings relating to the User or his personal expressions, by posting this content, the User grants BBC SERVICES permission to use such content on the Website and in connection with the Services.

By creating a User Account, Users acknowledge and agree that they shall not publish through the Website any defamatory, misleading, or offensive content, or any content that violates the intellectual property rights of others (such as copyrights). All such content is inconsistent with these Rules, and BBC SERVICES shall not bear any liability for such content. The User whose content is in question will be solely liable for any damages or any other loss incurred, and shall undertake to compensate BBC SERVICES for any loss incurred in connection with the content. However, once BBC SERVICES has been made aware of the content, it is authorized to take all possible steps to remove such content from the Website as soon as possible.

3.2 Governing Law; Jurisdiction

These Rules shall be governed by the laws of the Czech Republic and any disputes arising in connection with these Rules shall be resolved by the competent municipal courts of the Czech Republic.

Privacy Policy

All terms used in these rules regarding privacy protection that are capitalized and not specifically defined herein shall have the definitions set forth in the Carpool Rules above.

1. Consent to the Processing of Personal Data

1.1 By using the Website, the Services, and/or creating a User Account, you consent to the collection, processing, and disclosure of your personal data in accordance with these privacy protection rules, which you agree to be bound by, on the part of BBC SERVICES as the administrator of personal data. Consent to the processing of your personal data is granted to BBC SERVICES for an indefinite period of time, but such consent can be withdrawn at any time by deleting your User Account.

2. Methods of Collecting Personal Data

2.1 BBC SERVICES is authorized to collect and process the following information and personal data (data that enables you to be identified personally):

- 2.1.1 data required in order to register on the Website or for the purpose of accessing the Services, including your name, address, date of birth, and, if you are a Driver, information about your Vehicle, et al.;
- 2.1.2 your email address and the password to your User Account on the Website;
- 2.1.3 your mobile phone number;
- 2.1.4 records of all correspondence between you and BBC SERVICES, and between you and other Users;
- 2.1.5. records of all your bookings or offers placed on the Website or through the Website.
- 2.1.6 your responses to surveys and questionnaires, which may be used for research purposes;
- 2.1.7 details of contracts, agreements, or transactions, including contracts, agreements, or transactions you have made through the Website or otherwise. This may include in particular information about Trips booked or offered through the Website.
- 2.1.8 details regarding your visits to the Website and content that you have accessed; and/or
- 2.1.9 information that we may require from you when reporting a problem with the Website.

2.2 The information and personal data listed above will only be collected by BBC SERVICES should you decide to provide it. You are under no obligation to provide BBC SERVICES with any personal data; however, in such case you will not be able to use the Services.

2.3 BBC SERVICES collects some information without your active participation through certain technologies and methods involving the use of IP addresses or cookies. The use of such methods does not lead to the collection or storage of your personal data.

2.4 An IP address is a number assigned to your computer by your internet service provider (ISP) for the purpose of enabling you to access the internet. An IP address is not generally considered to be personal data, because in most cases it does not identify a specific person and can be traced back only to the ISP or large company or organization through which you connect to the internet (such as your employer, if you are at work).

2.5 BBC SERVICES uses your IP address to diagnose problems with the server through which the Services are operated, to report information about aggregation, for the purpose of determining the fastest route to connect your computer with the server, and for the purpose of administering and improving the Website.

3. Purpose of Processing

3.1 The above-mentioned personal data may be processed by BBC SERVICES for the purpose of:

- 3.1.1 ensuring that the Website content is displayed in the most effective possible way;
- 3.1.2 implementing general improvements to the Website;
- 3.1.3 fulfilling and managing all obligations arising from the relationship between BBC SERVICES and the User;
- 3.1.4 enabling the use of the Website's functions and Services;
- 3.1.5 contacting you and announcing changes to the Website and/or the Services; and/or
- 3.1.6 carrying out analyses of the User's use of the Website, as well as for both internal marketing and research purposes.

3.2 Your personal data will not be shared with any third party, nor used for marketing to third parties, except to the extent that it is permitted by generally binding legislation.

4. Disclosure of Your Personal Data

4.1. No personal data that you provide through the Website shall be disclosed to any third party by BBC SERVICES without your written permission, with the following exceptions:

- 4.1.1 as part of the booking process and for the purpose of providing the Services, data may be disclosed to the Passenger (if you are a Driver) or to the Driver (if you are a Passenger);
- 4.1.2 if such disclosure is required by general application of the law;
- 4.1.3 for the purpose of enforcing any terms of use that are applicable in relation to the Website or enforcing any other conditions or agreements relating to the Services; and/or
- 4.1.4 for the purpose of protecting the rights, property, and safety of BBC SERVICES, Users, and any other third parties.

5. Cookies

5.1 A cookie is a data file that is stored locally on your computer that stores information about your activities on the internet. Information stored in a cookie that BBC SERVICES uses does not contain any personal data.

5.2 The Website uses cookies to track the User's site browsing, which enables BBC SERVICES to improve the Services on the basis of actual user data, and to maintain the User's logged-in status. You are entitled at any time to refuse the use of cookies through your Web browsers. If you do not expressly refuse the use of cookies, your use of the Website will be considered consent to use cookies as described above. The refusal to use cookies may restrict or prevent your use of the Services in online mode.

6. Access to Personal Data, Its Amendment, and Other Rights

6.1 If you determine or suspect that the personal data you provided to BBC SERVICES through the Website has been processed in violation of generally binding legal regulations on privacy protection, you are entitled to request BBC SERVICES for an explanation or request that the defective condition be removed by BBC SERVICES, or that your personal data be corrected, completed, or removed entirely.

6.2 In accordance with generally binding legal regulations for privacy protection, you have the right to access your personal data processed by BBC SERVICES.