

General Terms and Conditions of Sněženo Club for Partners

Nesněženo.cz s.r.o. (Registered office: Nové Sady 988/2 Brno, 602 00, Company ID: 08015791, VAT ID: CZ08015791; hereinafter referred to as "Nesněženo") operates a food saving and restaurant search application called **Nesněženo** (hereinafter referred to as the "application"). Through this application, consumers with a valid **Sněženo Club** subscription (hereinafter referred to as "Sněženo Club members") can try and discover services offered by third-party partners who usually operate catering facilities and have a contract with Nesněženo (hereinafter referred to as "partner"), through various offers (hereinafter referred to as "offers"). Together, they are referred to as "parties."

1. GENERAL PROVISIONS

1.1 These General Terms and Conditions (hereinafter referred to as "Sněženo Club Partner GTC") govern the business relationship between Nesněženo and the Partner with regard to the publication of offers in the application and their use by Sněženo Club members in accordance with Article 3 of these GTC.

1.2 The Partner's own terms and conditions, which differ from these GTC, conflict with them, or supplement them, shall become part of the business relationship between the contracting parties only if Nesněženo expressly accepts them in writing.

2. CONCLUSION OF THE PARTNERSHIP AGREEMENT

2.1. The Partner must conclude an individual agreement (hereinafter referred to as the "Individual Agreement") with Nesněženo regarding the publication of offers in the application. Without this agreement, the Partner is not entitled to use the application for publishing offers.

2.2 Before concluding an individual agreement, Nesněženo will review the services that the Partner wishes to provide and details such as offers or any additional services (e.g., promotion of the Sněženo Club) through telephone calls, meetings, or email communication. This process is carried out by a Nesněženo employee who records the terms of the agreement.

2.3 An employee of Nesněženo will send or deliver the Individual Agreement to the Partner's representative, together with access to the Sněženo Club Partner's Terms and Conditions. Upon signing, the Partner accepts the terms and conditions that form the Partnership Agreement, which includes these Terms and Conditions and the Individual Agreement. In the event of any discrepancies, the Individual Agreement shall take precedence.

2.4 Unless otherwise specified in the Individual Agreement, the Partner is entitled and obliged to publish two offers, which Nesněženo will display in the application.

2.5 The Partnership Agreement does not create a corporate or agency relationship between the contracting parties.

3. ACCESS TO BIDS AND THEIR USE

3.1 Accessibility of offers:

3.1.1 The Partner is obliged to make the offers defined in the Partnership Agreement available to Sněženo Club members for the duration of the agreement. Nesněženo will publish the offers technically within five working days, but no later than one day before the date of commencement of validity. Offers must remain available continuously, with changes permitted after 30 days. Offers may include:

- (a) "Two for one" offers on main courses.
- (b) Direct discounts (e.g., fixed price reductions).
- (c) Free dessert/aperitif with the main course.
- (d) Other benefits pre-approved by the contact person.

3.1.2 The partner must provide exactly two offers, at least one of which must correspond to point a) or b), or a modified version thereof.

3.1.3 Unless otherwise agreed, a daily quota of 20 applications per offer per location (i.e., a total of 40 per day) applies. This quota applies separately to each participating location. Individual quotas may also be set.

3.1.4 Offers may be modified, replaced, removed, or suspended with prior written consent.

3.1.5 Changes to the offer must be communicated via the Sněženo Club contact person. Nesněženo will review them and may reject them. If Nesněženo does not consider the modification acceptable, a Nesněženo employee will agree with the Partner on the reason for this decision. Based on this agreement, the Partner has the right to submit a new modified offer or cancel the availability of the modified offer. Modification and/or cancellation of the offer does not affect the application of already reserved offers.

3.2 Using offers:

3.2.1 Sněženo Club members must use the app to reserve offers for use on the same day, at a specified location, and within a specified time interval. Reservation rules:

- (a) One offer per member per visit. Only one offer per table, regardless of the number of members.
- (b) Repeated reservations are allowed after the waiting period has expired.
- (c) Offers can only be reserved if quotas are not exceeded.

Unused reservations will be reactivated the following day. No compensation will be paid for unused offers. Members who repeatedly fail to use offers may be warned or excluded.

3.2.2 When placing an order, members must inform the staff and present their reservation displayed directly in the Nesnězeno app.

3.2.3 When placing an order, employees must check the validity of the offer and inform members if it cannot be redeemed.

3.2.4 Offers must be redeemed in person within the pre-agreed time interval specified in the app.

3.2.5 Offers may not be accepted if:

- The order is intended for delivery/distribution, unless expressly permitted.
- The time interval is not observed.
- The order conditions are not met.

However, staff may allow the offer to be accepted at their own discretion.

3.2.6 Reservation activation process:

Activation must take place directly at the establishment before payment. The user displays the reserved offer in the app and confirms it by clicking on it. At this point, staff from the partner restaurant must be present.

3.3 Employee training:

The partner is obliged to inform and train employees about offers and their application. Nesnězeno provides training materials, which the partner is obliged to distribute and keep up to date.

3.4 Service provision agreement:

The contract for the provision of catering services is concluded directly between the member and the partner. Nesnězeno is not a party to the contract, but acts only as an intermediary. Complaints must be directed to the partner.

4. PARTNER'S OBLIGATIONS

4.1. The partner is obliged to provide and implement offers in an appropriate manner and to train staff.

4.2 The Partner must ensure:

- That employees do not reject offers without reason.
- That only members of the Snězeno Club can take advantage of offers.

4.3 The Partner is obliged to immediately notify Nesnězeno of any changes (opening hours, contact details, description, menu, etc.).

4.4 Members must be treated in the same way as other guests in terms of the quality and scope of services provided.

5. OBLIGATIONS OF NESNĚZENO

5.1 Nesnězeno lists all participating locations with profiles in the application. The layout is determined by Nesnězeno, unless otherwise agreed.

5.2 Nesnězeno updates the profile based on notifications from the partner.

5.3 Nesnězeno provides training and information materials, which the partner is obliged to pass on to its employees.

5.4 Nesnězeno may provide signage for participating locations, which must be placed in a visible location.

6. ADDITIONAL SERVICES

6.1 If the parties agree, Nesnězeno may provide promotional services (e.g., push notifications, Instagram posts).

6.2 These services are subject to separate fees specified in the partnership agreement.

6.3 Nesnězeno issues invoices at the end of each calendar month with a maturity of 30 days.

6.4 Prices are listed without VAT.

7. USE OF CONTENT

7.1 Nesnězeno may use content (text, photos, menus, logos) from the partner's website or social media channels to create/update the partner's profile and promote the collaboration.

7.2 The partner grants Nesnězeno a non-exclusive, transferable, sublicensable, free, and permanent license to use this content for the purposes stated above. This includes copying, distributing, modifying, translating, and making the content publicly available.

7.3 Nesnězeno may continue to use the content for reference purposes after the termination of the contract.

7.4 The Partner may request the removal of specific content or profile display. Nesnězeno will do so within a reasonable time.

8. DURATION AND TERMINATION

8.1 The contract is concluded for an indefinite period and may be terminated by either party with 90 days' notice without giving any reason. Termination may also take place by mutual agreement.

8.2 Notice of termination must be in writing (an email is sufficient).

8.3 Immediate termination is possible in the event of a serious breach of contract, including repeated unjustified refusal of an offer or insolvency.

9. SUPPORT FOR COOPERATION

Nesnězeno reserves the right to promote cooperation and Offers at its own discretion, even without a separate promotion agreement.

10. WARRANTIES AND REPRESENTATIONS

10.1 The Partner guarantees that the use of content by Nesnězeno does not violate the rights of third parties.

10.2 The Partner confirms that it operates in accordance with applicable laws.

10.3 The Partner shall indemnify Nesnězeno for all claims arising from a breach of content or legal obligations and shall reimburse the related legal costs.

11. LIABILITY

11.1 Nesnězeno shall only be liable for intent or gross negligence. In the event of a breach of fundamental contractual obligations, its liability shall be limited to foreseeable damages.

11.2 These limitations do not apply to cases of express warranties, injury to life or health, or guaranteed characteristics.

12. CONFIDENTIALITY

12.1 Both parties undertake to treat all business information as confidential, unless otherwise agreed in writing.

12.2 Confidential information may only be used for the purpose of performing the Agreement.

12.3 Exceptions apply if the information:

- has already been made public;
- has become public in accordance with the law;
- has been disclosed by a third party in a lawful manner;
- must be disclosed on the basis of a legal obligation.

13. AMENDMENTS

13.1 Nesnězeno may unilaterally amend these GTC with written notice at least 5 days in advance.

13.2 If the partner does not object, the amendment shall be deemed accepted.

13.3 If the partner rejects the changes, they may terminate the contract on the effective date of the change.

14. FINAL PROVISIONS

14.1 The contracting parties shall cooperate and inform each other of any significant changes.

14.2 Nesnězeno may assign the contract within its business group without the partner's consent if the new party agrees to the assignment in writing.

14.3 Invalid provisions shall be replaced by valid provisions with a similar effect.

14.4 Disputes shall first be resolved amicably, otherwise through the competent Czech courts.

14.5 The contract is governed by Czech law.

14.6 Matters not covered by this contract shall be governed by special contracts or the Czech Civil Code.