

General Terms and Conditions

Keyguru s.r.o., Reg. No. 07607652, with its registered office at Francouzská 75/4, Vinohrady, 120 00 Prague 2, Czech Republic.

1 INTRODUCTORY PROVISIONS

These Terms and Conditions for access to and use of the KEYGURU Services (hereinafter referred to as the "Terms and Conditions") govern your rights and obligations, i.e. you as a person using the KEYGURU Services, as well as other related legal relationships in connection with provision of these services.

By using the KEYGURU Services, you unreservedly agree to the current version of these Terms and Conditions. If you do not agree with the current version of these Terms and Conditions, you may not use the KEYGURU Services in any way.

The KEYGURU Service Provider and the Server Operator is:

Keyguru s.r.o. Reg. No. 07607652, with its registered office at Francouzská 75/4, Vinohrady, 120 00 Prague 2, Czech Republic, registered in the Commercial Register kept by the Municipal Court in Prague under file No. C 303252 (hereinafter also referred to as "KEYGURU")

Contacts:

E-mail: eva@keyguru.eu

Ph. +420 607 601 050

2 KEYGURU CALL CENTRE AND TECHNICAL SUPPORT

If required, KEYGURU offers remote support 24 hours a day, 7 days a week.

In case of a crisis event or problems with operation, contact our customer line +420 727 900 495.

3 CONSENT TO THESE TERMS AND CONDITIONS

By accepting these Terms and Conditions using the "I agree with these Terms and Conditions" button on the Server's website, an Agreement is concluded between you and KEYGURU in accordance with these Terms and Conditions for the use of KEYGURU Services (hereinafter referred to as the "Agreement").

4 IMPORTANT TERMS

The terms defined below have the following meanings in the Terms and Conditions:

(i) "Recipient" is a person you designate to handle the contents of the Box (e.g. your Customer).

(ii) "Invoice" means an Invoice and/or other proof of payment (e.g. a simplified proof of payment) and/or a request for payment for the ordered KEYGURU Services.

(iii) "KEYGURU" is defined in the introductory provisions of these Terms and Conditions.

(iv) "Key" means any physical device that unlocks or locks a lock. Where the Terms and Conditions refer to the Key, other contents of the Box are also meant.

- (v) "Code" is a unique numeric code that the Server generates for you in order to open the Box.
- (vi) "KEYGURU Offer" means the current and validly published offer of KEYGURU Services located on the Server, containing, in particular, information on the location and possibility of using the Box.
- (vii) "Recipient's Personal Data" means the Recipient's personal data that you provide to KEYGURU.
- (viii) "Terms and Conditions" are defined in the Introductory Provisions and is the text governing the rights and obligations between you and KEYGURU.
- (ix) "Private Box" is a KEYGURU Device provided to a specific User under a KEYGURU Device Lease Agreement.
- (x) "KEYGURU Device Rental" means the KEYGURU Service consisting of the rental of the entire specific KEYGURU Device, as a set of Boxes, for the Lessee's own use in accordance with the Agreement and the Terms and Conditions. (xiii) "Subscription" means the period you have ordered, booked and paid for using the booked Boxes.
- (xi) "Box" is a security box assigned to you by the Server for use.
- (xii) "KEYGURU Service" or "Service" means a set of services provided to you by KEYGURU consisting primarily of the use of the Box or KEYGURU Device Rental. KEYGURU Services are provided to entrepreneurs "as is" in the sense of Section 1918 of the Civil Code. The KEYGURU Service also includes an on-line internet portal for controlling access to information, arranging and recording the exchange of Keys, or other small items via the Box, where you and your intended Recipient can store and/or pick them up.
- (xiii) "Server" is a set of applications, web interface and other functionally or technically related hardware and software used to ensure access to the KEYGURU Service by Users and the provision of the KEYGURU Service, in particular through the domain keyguru.eu
- (xiv) "Agreement" is defined in Section 3.1 of these Terms and Conditions.
- (xv) "Parties" means the parties to the Agreement, i.e. KEYGURU and you.
- (xvi) "KEYGURU System" is a set of mechanisms for the provision and operation of KEYGURU Services, which includes all KEYGURU Services and Devices, incl. the server, know-how and other intangible items belonging to KEYGURU, which it uses during the course of its activities in accordance with these Terms and Conditions.
- (xvii) "User Content" means all information stored or otherwise sent by the User or placed on the Server, or information sent by you to KEYGURU. KEYGURU is not responsible for User content.
- (xviii) "User" or "You" means any person who has given consent to these Terms and Conditions. This also applies to the User in the case of using the pronoun in the first person plural.
- (xix) "Customer" is a person designated by the User to store or collect the Keys in the Box.
- (xx) "KEYGURU Device" and "Equipment" means all devices held by KEYGURU and designated for the provision of the KEYGURU Service, i.e. in particular (but not limited to) the Server, Boxes, connectors, wiring, packaging, training and marketing materials, and any other items provided or made available through KEYGURU under KEYGURU Services.

5 DURATION AND TERMINATION OF THE AGREEMENT

5.1 Duration of the Agreement

The Agreement is concluded for an indefinite period of time, unless otherwise selected by you in the purchase order for the Services.

5.2 Termination of the Agreement

You may terminate this Agreement by agreement with KEYGURU, via a termination notice or withdrawal from the Agreement; termination of the Agreement does not terminate the rights and obligations which, by their nature, are to apply even after the termination of the Agreement.

For an Agreement of an indefinite duration, the Contracting Parties may terminate the Agreement without giving a reason for termination with a notice period of 1 month, provided that this begins to run from the date of delivery of the termination notice to the other Contracting Party. The Contracting Parties expressly agree that it is sufficient to deliver the notice of termination of the Agreement in electronic form to the contact e-mail address of the other Contracting Party.

5.3 Settlement after termination of the Agreement

In the event of termination of the KEYGURU Device Rental for any reason, you are obliged to return the Private Box to KEYGURU immediately (within 3 working days at the latest) in the condition in which you received it, taking into account normal wear and tear.

6 KEYGURU SERVICES

6.1 Scope of KEYGURU Services

In accordance with these Terms and Conditions, KEYGURU offers the Rental of a KEYGURU Device for temporary use and placement in a place designated by you meeting the parameters set out in the Terms and Conditions (especially paragraph 9.2.1) and subsequent use exclusively for its Customers.

6.2 Restrictions on the use of the KEYGURU System

KEYGURU services and information in the KEYGURU System are provided exclusively for your needs. Without KEYGURU's prior written consent, beyond the scope of mutual obligations and beyond the scope permitted by law, no information from the KEYGURU System may be manipulated in any way, in particular processed, i.e. downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, or provided to third parties; for the avoidance of doubt, it is stated that this applies in particular (but not exclusively) in relation to any data (including personal data) of other Users.

It is forbidden to modify the content of the Server or in any other way interfere with it, threaten, disrupt its operation or obtain personal data about other Users; violation of this prohibition gives KEYGURU the right to terminate the provision of the KEYGURU Services immediately without any compensation.

7 PROCESSING OF PERSONAL DATA OF NATURAL PERSONS

7.1 Personal data of natural persons

KEYGURU is a Controller of personal data and is entitled to process Users' personal data in accordance with applicable legislation of the Czech Republic and in accordance with 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 (hereinafter referred to as the "Regulation"). Detailed rules for the personal data processing and the rights of buyers as data subjects are set out in the Privacy Policy, which is available at <https://app.keyguru.eu/dpr> or accessible from the KEYGURU website.

7.2 Agreement on the processing of the Recipient's personal data on the basis of your instructions

If you enter the Recipient's personal data into the KEYGURU System, contact with the Recipient's personal data may occur in the future and his/her personal data may be subsequently processed. The provision of KEYGURU Services may therefore require KEYGURU, as the personal data processor, to process certain personal data of the Recipient for you as the personal data Controller - especially for sending e-mail communication with the Recipient's personal Code, informing the Recipient about the possibilities of using the Box, etc.

7.3 KEYGURU as the personal data processor

With regard to the obligations arising from the provisions of Article 28 (3) of the Regulation, you authorize KEYGURU, as the personal data processor, to process personal data of the Recipient(s) for you, as the Controller, under the conditions and within the scope of these Terms and Conditions, especially for sending e-mail communication with the Recipient's personal Code, informing the Recipient about the possibilities of using the Box, etc.

7.4 Processing data from KEYGURU clients

KEYGURU undertakes to process only the personal data it obtains from you and only for the purpose of processing specified in these Terms and Conditions, and only in accordance with your documented instructions and the applicable legal regulations. The purposes and means of personal data processing are always determined by you as the Controller. Unless otherwise stipulated, the purpose and means of personal data processing result from the need to meet the obligations under these Terms and Conditions.

7.5 KEYGURU undertakes to:

- (a) ensure that persons authorized to process personal data are bound by professional secrecy or are subject to a legal obligation of professional secrecy;
- (b) take all measures required pursuant to Article 32 of the Regulation;
- (c) comply with the conditions for the involvement of another processor set out in Article 28 of the Regulation;
- (d) take into account the nature of the processing, to assist you through appropriate technical and organizational measures, if possible, to fulfil your obligation to respond to requests for the exercising of the data subject's rights set out in Chapter III of the Regulation;

(e) assist you in ensuring compliance with your obligations under Articles 32 to 36 of the Regulation, taking into account the nature of the processing and the information available to us;

(f) in accordance with your decision, either delete all personal data or return them to you after the termination of the provision of services related to processing, and delete existing copies, unless the legislation of the Czech Republic requires the storage of such personal data;

(g) provide you with all the information necessary to demonstrate that the obligations laid down in Article 28 of the Regulation have been met and enable and contribute to audits, including inspections, carried out by you or another auditor you have appointed.

7.6 Violation of personal data security and access to the Code

KEYGURU shall inform you in writing immediately, but no later than 24 hours after learning of accidental, unauthorized or illegal destruction, loss, change or disclosure of processed personal data of the Recipient or the Code.

7.7 Business Communication and Advertising

You agree that, as part of the KEYGURU Services, you may be shown KEYGURU advertising and/or promotional messages on your User profile ("Advertising"). This Advertising may relate to the content of the KEYGURU Services and questions entered by you through KEYGURU Services.

If you directly order the sending of business messages during your registration or other occasion, KEYGURU may inform you in the form of advertising messages about its KEYGURU Services, or about the services and products of entities that are in a contractual relationship with KEYGURU, using both your User account and your e-mail address, with which you explicitly agree.

8 ACCESS TO KEYS AND BOXES

KEYGURU does not record data concerning to which Premises the Keys belong. It only records the opening and closing of the Box.

You agree and provide due diligence to the extent reasonably required that only a person who shows the correct access Code shall have access to the Keys.

By storing the Keys in the Box, you agree that you and the Recipient shall have access to them. It is your responsibility to ensure that the Recipient does not share the access Code to the Box with anyone else. KEYGURU is not responsible for the misuse of the access Code.

You are obliged to place the KEYGURU Device in the premises in accordance with the Agreement and to keep it in this place for the entire duration of the Agreement, unless otherwise agreed upon in writing. If the premises of the KEYGURU Device are not publicly accessible, you are obliged to allow access to KEYGURU or a person designated by KEYGURU on the basis of a call from KEYGURU no later than 48 hours after KEYGURU sending such a call, especially for the purpose of inspecting or servicing the KEYGURU Device.

9 GENERAL USE OF THE KEYGURU SERVICE AND DEVICE

9.1 Permitted Use

You may use the KEYGURU Services and Device only for the purposes in accordance with these Terms and Conditions and only pursuant to applicable law.

9.2 Prohibited Use of KEYGURU Services and Devices

9.2.1 It is prohibited to:

- (i) state the address of the Premises that are unlocked by the Keys (in case of violation of this prohibition, you are fully responsible for the misuse of information),
- (ii) use the KEYGURU Service or Device to send or store any substance or material whose possession, sale or other handling is restricted or prohibited by applicable law;
- (iii) gain access to the KEYGURU Services and/or Device to commit a criminal offence or misdemeanour or other civil or administrative tort and/or violation of the rights of other persons;
- (iv) gather or collect any personal data or information from the Server or use the Server's communication systems for any purposes not set forth in these Terms and Conditions;
- (v) use the KEYGURU Service and/or Device to obtain confidential information or information about KEYGURU products to develop a similar or competitive product as the KEYGURU Services;
- (vi) retrospectively analyse the KEYGURU Service and/or Device,
- (vii) use or run any automated system that uploads information to or retrieves information from the Server, including, without limitation, any "bots" or "spiders";
- (viii) interfere with or attempt to disrupt the KEYGURU Services or the Server or communications networks connected to the Server and/or the KEYGURU Device, and do it mechanically or intangibly by viruses, bots, worms, or any other computer codes, files or programs that interrupt or otherwise restrict the functionality of any computer software or hardware, or which have similar effects,
- (ix) attempt to redefine or circumvent any rules or software of the KEYGURU Service and/or the KEYGURU Device and/or the Server;
- (x) use the KEYGURU Services and/or Device for activities prohibited by applicable law, in particular to infringe upon the rights of third parties, either yours or the Recipients, or circumvent prohibitions, orders or restrictions imposed by applicable law,
- (xi) in any way compromise the integrity of the KEYGURU Device, in particular to open a part of the KEYGURU Device other than the Boxes, to interfere with the electrical installation, to remove KEYGURU seals, etc.,
- (Xii) install the KEYGURU Device in a place where it would be exposed to adverse weather conditions, especially strong wind, frost, high temperatures, rain, or other natural events.

9.2.2 Incidents investigation

KEYGURU reserves the right to investigate incidents of suspected violations of these Terms and Conditions and to take action against any person suspected of violating these Terms and Conditions. Such steps may include, without limitation, deleting information about you, the Recipient, from the Server, or restricting access to the KEYGURU Server or Services.

9.3 Natural Limitations of the KEYGURU Services and/or Device

You acknowledge and agree that the KEYGURU Services and/or Devices may be subject to restrictions, delays and other obstacles associated with the use of the Internet, electronic communications or the call centre, or difficulties associated with alterations, modifications, maintenance and repair of the KEYGURU Devices and/or KEYGURU Services.

You acknowledge and agree that KEYGURU is not responsible for any delays, delivery failures or other issues resulting from these natural limitations.

10 KEYGURU USER ACCOUNTS (CREATION / CANCELLATION AND RESPONSIBILITY FOR THEM)

10.1 Account creation, sharing, lending and transfer

In order to establish access to the KEYGURU Service, you must register on the Server and create a User account on the Server. As part of this, you are obliged to provide complete and accurate registration information and to inform KEYGURU in the event of its change.

User accounts may not be transferred, lent, rented, sold or otherwise permanently or temporarily alienated or provided to third parties without KEYGURU's prior written consent. KEYGURU reserves the right to block or cancel User accounts that are used by more than one person, or to block or cancel User accounts that would be in conflict with this provision.

10.2 Cancellation of your account in the KEYGURU System

Your User account shall be terminated upon termination of the Agreement.

KEYGURU reserves the right to cancel your User account on the Server at any time and without giving reasons.

In the event of any cancellation of your User account in the KEYGURU System, you may no longer use the KEYGURU Services, and only the issue of all Keys from the relevant Box shall be completed.

11 PRICE OF KEYGURU SERVICES INCLUDING ALL TAXES AND FEES AND THE COSTS OF PROVIDING IT

11.1 Price of KEYGURU Services

You pay for the provision of your chosen variant of the KEYGURU Service according to the KEYGURU price list located on the KEYGURU website, where the price of the relevant Service according to the KEYGURU Offer is stated, unless otherwise agreed between the Contracting Parties. The User agrees to the issuance and receipt of the Invoice in electronic form, which shall be issued by KEYGURU and sent to the User without undue delay after the conclusion or extension of the Agreement. The price is considered paid on the day it is credited to the KEYGURU bank account. The Price is payable on the basis of the Invoice issued by KEYGURU to the User, provided that the Contracting Parties agree on a due date of 14 days from the sending of the Invoice to the User.

11.2 Delay in payment of the price of the Services

In the event of a delay in payment of the price of the Services, KEYGURU is entitled to temporarily suspend the provision of other Services. For the event of a delay in the payment of the Invoice, the Contracting Parties to the Agreement have agreed contractual interest on late payment in the amount of 0.1% of the amount due for each day of delay. If the invoice is not paid even on the basis of a reminder sent by KEYGURU, KEYGURU is entitled to withdraw from the Agreement with effect from the date of delivery of the notice of withdrawal to the User.

12 KEYGURU'S RESPONSIBILITY

12.1 Limitation of Liability in the Event of Loss of Keys

If your Key, which has been demonstrably and properly placed in the KEYGURU Device, is lost, stolen or damaged as a result of KEYGURU's misconduct, it is agreed that KEYGURU's liability is limited only to the amount of damages of EUR 50 per incident, after submission of a credible Invoice proving the amount of damage and after credible proof that the damage actually occurred through the fault of KEYGURU. You expressly waive the right to compensation for any further harm, unless it is an obligation to compensate a person for his or her natural rights, whether caused intentionally or through gross negligence.

If your Key is stolen or damaged or you are otherwise harmed as a result of loss or misuse of the Code, KEYGURU shall not be liable; for the avoidance of doubt, it is agreed that the same applies in the event that the Keys are used by an unauthorized person to open the affected Premises and cause any damage there.

KEYGURU is not responsible for services and/or activities of third parties that may affect the availability of the KEYGURU Services under these Terms and Conditions. You acknowledge that you are solely responsible for protecting your access data to the KEYGURU Services. KEYGURU shall not bear any responsibility for the loss and/or misuse of access data to your account in the KEYGURU System or the Code caused by circumstances on your part.

You acknowledge that KEYGURU shall not be responsible for the misuse of your access data to the KEYGURU Services and/or the Server and/or your User account on the Server, which have been misused/abused by third parties in breach of their legal obligations to you, and that you agree to bear all risks associated with using the KEYGURU Services, which you may carry in accordance with applicable law. KEYGURU shall not be liable for the consequences of misuse of the Keys, unless the misuse of the Keys was caused by KEYGURU's gross negligence or wilful misconduct.

You confirm that in no case shall KEYGURU be liable to you for the consequences of or for any damage resulting from your error, mistake or error in the use of the KEYGURU Services.

You acknowledge that KEYGURU shall not be liable for any direct or indirect damages incurred by you in connection with your use of the KEYGURU Server or Services, or the use of any User Content in the KEYGURU System that you use

contrary to law or these Terms and Conditions.

KEYGURU is also not responsible, in particular, for:

- (i) malfunction, interruption, unavailability or poor availability or functionality or speed of any KEYGURU Service,
- (ii) data transmission failures or for their constant availability,
- (iii) non-delivery, non-storage or loss of any of your User Content, in particular messages or comments,
- (iv) loss, failure to store or damage to any of your content in the KEYGURU System,
- (v) any third party activity that it does not have full control over.

12.2 Limited KEYGURU's liability

Unless otherwise stipulated in these Terms and Conditions, you arrange and agree that KEYGURU's liability is limited to the maximum amount of EUR 50 within the possibilities given by law; this applies, in particular, in the case of compensation for any damage.

13 RESPONSIBILITY OF YOU AS A USER OF THE KEYGURU SYSTEM

You are obliged to protect your access data to the KEYGURU System to the maximum extent, you are responsible for the consequences of their misuse as a result of allowing access to them to third parties. If a third party violates your rights through no fault of KEYGURU, it is at your expense. You agree to compensate for any damage you cause and/or that originates from your gross negligence, intent or breach of your obligations under these Terms and Conditions and/or applicable laws when handling the KEYGURU Device (this obligation applies even after the termination of the cooperation under these Terms and Conditions).

The entire KEYGURU System is the property of KEYGURU, unless otherwise provided in these Terms and Conditions. You may use the KEYGURU System only as permitted by these Terms and Conditions; other use of the KEYGURU System and/or its parts is prohibited. If you break the rules for using the KEYGURU System, it is then not possible to claim damages from the operator of the KEYGURU System, and you shall pay the damages yourself.

Exceeding your authorization under the rules of using the KEYGURU System and/or exceeding your authorization to use it in accordance with these Terms and Conditions entitles KEYGURU to immediately terminate all mutual relations established on the basis of these Terms and Conditions.

14 SETTLEMENT OF DISPUTES WITH ENTREPRENEURS

All disputes arising from these Terms and Conditions and in relation with them shall be resolved by a competent court, with KEYGURU and the entrepreneur using the KEYGURU Service agreeing, in accordance with Section 89a of Act No. 99/1963 Coll., Code of Civil Procedure, as amended, the jurisdiction of the court of first instance for resolving disputes so that the Circuit Court for Prague 2 has territorial jurisdiction, if the jurisdiction of a district court is required, and the Municipal Court in Prague has territorial jurisdiction, if the jurisdiction of a regional court is required.

15 CHANGING THE TERMS AND CONDITIONS

The rights and obligations of the parties shall be always governed by the wording of the Terms and Conditions under whose effectiveness they arose. KEYGURU reserves the right to change these Terms and Conditions. A change to these Terms and Conditions will be announced to you no later than on the day following the day of delivery of information about the change to the Terms and Conditions to the e-mail address specified by you in the KEYGURU System for the purpose of communication with KEYGURU.

If you do not agree with the change to these Terms and Conditions, you have the right to reject the change to the Terms and Conditions and terminate the Agreement within 14 days of being notified about their change.

If you do not reject the change within 14 days of notification about the change to these Terms and Conditions and/or if you still use the KEYGURU Services according to these Terms and Conditions after the change to these Terms and Conditions takes effect, it is considered that you agree with the change to these Terms and Conditions.

You always agree to these Terms and Conditions and their changes,

(i) if you have been informed of them in advance and continue to use the KEYGURU Services, or

(ii) if you have registered with the KEYGURU System and continue to use the KEYGURU Services, or

(iii) if you hold or use the KEYGURU Device and continue to use the KEYGURU Services, or

(iv) if you have KEYGURU software installed and continue to use the KEYGURU Services.

16 FINAL ARRANGEMENTS COMMON TO ALL KEYGURU USERS

16.1 Governing Law

These Terms and Conditions and the rights and obligations arising from them shall be governed by Act No. 89/2012 Coll., The Civil Code (hereinafter referred to as the "Civil Code"). If the relationship established by the Agreement contains an international (foreign) entity, then the contracting parties agree that their relationship shall be governed by Czech law.

16.2 Communication

Unless otherwise provided in these Terms and Conditions, all instruments, notices and documents under the Agreement shall be deemed to have been duly transmitted or delivered if they are made by an authorized person of one Contracting Party and addressed to an authorized person of the respective other Contracting Party, and are:

(a) Delivered in person, by courier or through a holder of a postal license, at the time they are delivered to the address of the registered office of the other Contracting Party or to an address subsequently notified in writing to the other Contracting Party;

(b) Sent via the electronic network as soon as they are sent from the sender's e-mail address and the sender receives confirmation that the e-mail has been delivered to the recipient's e-mail address; if the sender has not received such confirmation, the message is considered to have been delivered when it arrives in the recipient's

electronic mailbox.

16.3 Change of Circumstances

You assume the risk of a change in circumstances in the sense of the provisions of Section 1765 of the Civil Code.

16.4 Translation/Language of the Terms and Conditions

If these Terms and Conditions are published on the Server in a language other than Czech and if there is a conflict between the translation and the Czech version, the Czech version always takes precedence.

16.5 Severability clause

In the event that any provision of these Terms and Conditions becomes invalid or is found to be invalid or ineffective, the other provisions of these Terms and Conditions shall remain in effect and you and KEYGURU undertake to replace these invalid or ineffective provisions without undue delay with a valid and effective arrangement which, to the maximum extent legally permissible, replaces an invalid or ineffective arrangement while preserving its purpose and meaning.

16.6 Waiver

No waiver shall affect the duration of other rights, unless expressly provided.

THESE GENERAL TERMS AND CONDITIONS APPLY FROM 1st AUGUST 2020 AND REPLACE THE PREVIOUS GENERAL TERMS AND CONDITIONS.

In Prague on 1.8.2020