

# General Terms and Conditions

## I. Introductory Provisions

1. The Company **RISS COMPANY s.r.o.**, Company Registration Number (IČO): 25237195, with its registered office at Nádražní 24, 301 00 Plzeň, registered in the Commercial Register maintained by the Regional Court in Plzeň, Section C, File 11465 (hereinafter referred to as the “**Company**”) hereby issues the following General Terms and Conditions (hereinafter referred to as the “**GTC**”).

2. The Company operates the Portal within the scope of its commercial or other business activities.

3. The contact details of the Company are as follows:

- Postal address for delivery to the seller: Nádražní 24, 301 00 Pilsen

- Mailbox ID wj6xrtb

- E-mail: info@extra-services.eu

4. The Company owns and operates the Internet portal operated on the website <https://extra-services.eu> (hereinafter referred to as the “**Portal**”). The Company, as the operator of the Portal, is exclusively responsible for the operation of the Internet Portal and the Internet application located thereon.

5. The Portal enables the collection and display of enquiries from Customers (hereinafter referred to as “**Customer**”) who request services (hereinafter referred to as “**Inquiry**”) offered by Providers. The Company also allows the registration of service providers (hereinafter referred to as “**Provider**”) on the Portal who are interested in booking the submitted Inquiries, offering their services to the Customer and performing them.

6. The booking of an Inquiry by the Provider creates a contractual relationship between the Customer and the Provider for service performance. The Company is neither an employer, an employment agency, nor a party to the contract between the Customer and the Provider.

7. The Company merely provides a space for selection and communication between the Customer and the Provider. The Company shall not be liable in any way for the outcome of such communication and the achievement of any result of the service booked or provided. The Company will forward the booking details to the Customer if any Inquiry is booked. The Company shall not promote any Providers or their services. It is the Portal Users’ sole responsibility to identify the legal relationship that has arisen between them correctly and to comply with all obligations that the law imposes on such ties. The Company does not control or monitor the proper performance of the legal obligations of the Users.

8. The Company shall not be liable for the proper or timely execution of the Inquiry, nor for the content and accuracy of any of the submitted Inquiries. All possible shortcomings, claims (claiming rights from defective performance) and other claims that may arise in connection with the use of the Portal by its Users (Customer/Provider), the latter shall apply exclusively to each other. The Company shall not be liable either for non-payment of the fulfilled (realised) Inquiry or for the consequences of the unlawful actions of any Users.

9. The availability and proper functioning of the Portal depends on several factors, some of which are beyond the Company's control. Therefore, the Company warns that the Portal may be unavailable and access to it may be impeded without this being considered a defect or other fault on the part of the Company. The Company shall not be responsible for any outages of the Portal, impaired availability, functionality, system security, or loss or corruption of User data.

10. Users of the Portal are obliged to provide accurate, current and correct information in connection with its use or registration. The Company is not responsible for the accuracy and timeliness of the data entered by Customers or Providers.

11. The content and related products and services published on the Portal are available to all persons of legal age authorised to enter into contracts (binding agreements).

12. The Company reserves the right to change the Portal, the Digital Content and the Digital Content Services as it deems necessary or proper to improve quality, efficiency or performance or to comply with applicable law without affecting its liability to any User.

## **II. Terms of Use of the Portal by the Customer**

1. The Customer publishes their Inquiries on the Portal free of charge and without any registration. The Inquiry must contain appropriate contact details, and the description of the Inquiry must be filled out with the utmost responsibility. The purpose of the Inquiry must not be hidden, but it must be used to offer and promote its goods and services.

2. To be able to use the functions of the Portal, the Customer must enter their Inquiries truthfully and up-to-date, including their contact details.

3. In case of reservation of an Inquiry by the Provider, the Customer will be immediately informed about this reservation by SMS with information about the Provider who has reserved their Inquiry and is interested in offering their services.

4. The Customer has the right to reject the Provider's offer or service without any consequence.

5. The Customer shall pay directly to the specific Provider for the execution of the Inquiry, and the Provider shall bear all warranties arising from the performance.

6. The Company shall be entitled to prevent or restrict access to the Portal, cancel or suspend any activities of the Customer without further liability if:

- The Company receives an order from a court or other public authority imposing such an obligation,
- The Company concludes that the Customer is abusing the Portal for its benefit or to make the Portal untrustworthy
- The Customer violates the GTC or uses the Portal for a purpose not authorised by the Company, or engages in fraudulent or illegal activities

## **III. Terms of Provider Registration and Use of the Portal**

1. To use the functions of the Portal, the Provider must register and create a User account through which they can access their interface. When creating an account, the Provider must provide all the required information correctly and truthfully. In the event of a change, the Provider is obliged to update the entered data without undue delay. Furthermore, the Provider is obliged to keep the access data to the User account confidential and to protect them from misuse by third parties. If there is any suspicion that the access data to the User account is stolen or misused, the Provider is obliged to take immediate action and change the access data. Upon registration, each Provider will be set up with unlimited access to the central database of Customer Inquiries.

2. The Company shall have the right to refuse or disapprove any Provider registration.

3. The Company is entitled to prevent or restrict access to the Portal or cancel or suspend the User's account without further liability and any claim for damages if:

- The Company receives an order from a court or other public authority imposing this obligation,
- Provider violates these GTC, or uses the Portal for a purpose not authorised by the Company, or engages in fraudulent or illegal activities,
- The Provider does not use their User account for over a year.

4. The Provider may register for free, where no entry fee is paid and pays for each booked Inquiry according to the valid **Price List**. Or the Provider can choose a paid registration whereby the Provider receives ten prepaid Inquiries and further pays for each Inquiry booked according to the current **price list**. By registering on the Portal, the Provider confirms that they have read the Company's current price list. By registering, each Provider confirms its acceptance of these GTCs and the price list.

5. The Provider is entitled to withdraw from the contract concluded with the Company via the Portal within 14 days, even without giving any reason, but only if he has not booked any Inquiry.

6. Each Provider is obliged to pay for each reserved Inquiry, which it chooses of its own accord and reserves in the central database of Inquiries on the Portal according to the current **Price List** for reservation of Inquiries according to the selected country. Payment to the Company as the operator of the Portal is made in cashless form via a preloaded Wallet with a minimum top-up amount of GBP 160 and a maximum reload amount of GBP 20. On the first recharge of the Wallet by the Provider, the amount sent by the Provider will be increased by a bonus of 100%. A receipt will be issued immediately for each payment sent.

7. Money deposited or bonused into the Wallet can only be withdrawn by registering Inquiries and cannot be claimed back.

8. The Provider is obliged to pay the reservation for each Inquiry, even if the actual execution does not occur for any reason.

9. The Provider is obliged to comply with the Legal Code of the country in which the service or services are provided.

10. The Provider may not allow third parties to use the User's account.

11. The Provider shall inform each Customer that it is not a Franchisee of the Company.

12. However, the Provider may offer their Services at a maximum **price** set by the Company, always based on the state in which the Provider provides them. The Provider is, therefore, obliged to familiarise itself with these prices.

#### **IV. Other Obligations of the Provider**

1. The Provider is obliged to contact the Customer who has expressed interest in the offered service or services within three hours from booking the Inquiry after booking the Inquiry from the central database of Inquiries.

2. All contractual arrangements regarding the price of the performance of the Inquiry, including the financial settlement, are the sole responsibility of the Portal Users. The Provider shall be responsible for meeting all legal obligations regarding the receipt for the proper fulfilment of the Inquiry.

3. The Provider is obliged to comply with the conditions and requirements arising from the legal regulations concerning the services provided and be properly equipped to perform them. They are obliged to perform them with due diligence, professionally, reliably and to the best of their ability.

#### **V. User Content**

1. Information about the content of the requested services, photos, texts and other information representing the Customer's User Content may be published on the Portal by the Customers. The Company shall not be responsible for the User Content. By uploading User Content to the Portal, the Customer declares that they are entitled to do so and that the content's uploading, publication or subsequent use will not violate the rights of third parties or legal regulations.

2. The Company adopts a passive and neutral approach to User Content. This means the Company does not generally monitor it or actively search for facts or circumstances indicating the content is unlawful. On its initiative, the Company is entitled to conduct voluntary investigations or take other measures to detect, identify, remove or restrict access to illegal content. The Company may also take the necessary measures to comply with legal requirements or administrative authorities' orders. However, the Company assumes no responsibility for the illegality, accuracy or truthfulness of User Content.

3. The Customer may not upload to the Portal or otherwise disseminate through the Portal any content that is illegal, infringes the rights of third parties, or violates the present GTCs.

#### **VI. Other Terms of Use of the Portal**

1. It is forbidden to use the Portal in a manner or to an extent not expressly permitted by the GTC. In particular, it is prohibited to:

- Submit false or fictitious enquiries (i.e. enquiries in someone else's name or enquiries),
- Perform any activity that places an increased burden on the Portal or may damage, block or disrupt it,

- Circumvent or violate the Portal's security measures or use the Portal other than as an authorised User using their valid credentials,
- Attack the Portal, in particular, to insert malware (computer viruses, Trojan horses, ransomware, etc.) or other malicious code (software or other technology whose purpose or effect is to allow unauthorised access to or disrupt or otherwise damage a computer, software, or network, or to prevent another User from accessing or using the Portal), alter, block, or circumvent any process built into the Portal,
- Publish any false information on the Portal, as well as true information that is misleading in the light of the circumstances of its publication,
- Cause any other inconvenience or damage to the Users or treat them with impropriety,
- Use the Portal for competitive analysis of services, development, provision or use of a competing service or product, or for any other purpose that is competitive with the Company,
- Use the Portal in a manner or for a purpose that violates intellectual property rights, other third-party rights or the law.

2. Each User of the Portal is responsible for ensuring that they are entitled to transmit the relevant data to the Company via the Portal and that the use and processing of such data by the Company does not infringe the rights of third parties, in particular intellectual property rights or privacy rights or obligations under the laws or regulations.

## **VII. Final Provisions**

1. The invalidity, ineffectiveness, apparent invalidity or unenforceability of any part of the GTC shall not affect the remaining parts thereof.
2. Communication with the Company is mainly conducted electronically via e-mails sent to the contact persons. If any communication or action requires the written form, an e-mail with a simple electronic signature will suffice.
3. The Company informs the Portal Users that it processes personal data in accordance with the applicable legal regulations concerning the protection of personal data, in particular, Regulation (EU) No 2016/679 of the European Parliament and the Council on the protection of natural persons concerning the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, as amended on May 25<sup>th</sup>, 2018, and Act No 110/2019 Coll., on the processing of personal data, as amended.
4. The provisions of the GTCs are an integral part of the contract concluded between the Company and the Provider. The legal relationship between these entities is governed by Czech law.
5. The Company may amend or supplement the wording of the GTCs. This provision shall not affect the rights and obligations arising during the validity period of the previous version of the GTC.

All information on the processing of personal data is available [here](#).

These GTCs shall become effective on March 1<sup>st</sup>, 2024