

Translation from the Czech language into English. The wording of these Terms and conditions in the English language is only informative and serves only for the purpose of informing the Customer.

Terms and conditions for the sale of the STREEWVIEW CZECH s.r.o. services

1. Introductory provisions and definitions of terms

- 1.1. These Terms and Conditions govern the mutual rights and obligations of the contracting parties arising in connection with or based on the contract concluded between STREEWVIEW CZECH s.r.o. and another legal or natural person (the Customer) when selling the services of STREEWVIEW CZECH s.r.o.
- 1.2. The terms used in these Terms and Conditions have the following meaning:
 - 1.2.1. **STREEWVIEW CZECH** means the company STREEWVIEW CZECH s.r.o., ID number 08619671, with registered office at Na Folimance 2155/15, Vinohrady, 120 00 Prague 2, Czech Republic, registered at the Municipal Court in Prague under no. trademark C322125, which provides the STREEWVIEW CZECH Service.
 - 1.2.2. **STREEWVIEW CZECH Service** means mediation of the Customer's marketing presentation on Google's website and all its platforms displaying the Google My Business Profile and the NFC card offer.
 - 1.2.3. **Business Profile Google My Business (GMB)** means **GMB services** (creating, optimizing and updating a company profile on Google), monthly **GMF management**, **GSV** (Google Street View – virtual tour), **GSV AIR** (Google Street View Air – virtual tour), **GSV CAR** (Google Street View Car – virtual tour).
 - 1.2.4. **Contract** means the written / electronically confirmed Order of STREEWVIEW CZECH Services between STREEWVIEW CZECH and the Customer, the subject of which is the purchase of the agreed STREEWVIEW CZECH Service. The Terms and Conditions are an integral part of the Contract.
 - 1.2.5. **Order** is a binding document confirming the conclusion of the Contract for the sale of STREEWVIEW CZECH Services, acceptance of the offer of STREEWVIEW CZECH Services by the Customer at the specified price.
 - 1.2.6. **Customer** means an Entrepreneur who purchases one or more of the listed STREEWVIEW CZECH Services from STREEWVIEW CZECH.
 - 1.2.7. **Entrepreneur** means a natural person or legal entity who enters into an Contract with STREEWVIEW CZECH as part of his business activity or as part of the independent exercise of his profession.
 - 1.2.8. **Website** means the website of STREEWVIEW CZECH available at www.viewcz.com.
 - 1.2.9. **Price** is the financial amount that the Customer will pay for the STREEWVIEW CZECH Service.
 - 1.2.10. **Total price without VAT** is the financial amount that the Customer will pay in total for STREEWVIEW CZECH Services.
 - 1.2.11. **VAT** is value added tax according to applicable legal regulations.
 - 1.2.12. **Invoice** is a tax document issued in accordance with the Value Added Tax Act on the Total Price.
 - 1.2.13. **Total price** is the total price without VAT and applicable VAT.
 - 1.2.14. **Terms and conditions** mean the document "Terms and conditions for the sale of STREEWVIEW CZECH s.r.o. services".
 - 1.2.15. **Activation of the STREEWVIEW CZECH Service** means the publication of the customer's marketing presentation on Google's website and all its platforms displaying the Google My Business profile.
- 1.3. The contract and terms and conditions are drawn up in Czech language.

2. General provisions, conclusion of the Contract

- 2.1. All STREEWVIEW CZECH offers and Contracts concluded with Customers, based on which the company STREEWVIEW CZECH provides services of any nature, subject to these Terms and Conditions. These conditions also apply to agreements with third parties through which services are provided under the Contract.
- 2.2. STREEWVIEW CZECH acts as an intermediary in the provision of STREEWVIEW CZECH Services.
- 2.3. The conclusion of the Contract means that the Customer unconditionally accepts the applicability of these Terms and Conditions.
- 2.4. A deviation from these Terms and Conditions is valid only if STREEWVIEW CZECH has confirmed the deviation in writing. A deviation from the Contract that has been accepted applies only to the relevant Contract, and not to any subsequent agreements, unless STREEWVIEW CZECH and the Customer expressly stipulate otherwise in writing.

3. Special Provisions for the Conclusion of Contracts with Customers

- 3.1. To order the STREEWVIEW CZECH Service, the Customer personally fills out the STREEWVIEW CZECH Service Order.
- 3.2. The contractual relationship (Contract) between STREEWVIEW CZECH and the Customer is established by the Customer's signature (acceptance) of the Order.
- 3.3. According to the Order, an Invoice is issued for the Total Price with a maturity of 10 days from the date of issue of the Invoice.
- 3.4. The Customer is obligated to pay the Total Price.

3.5. The invoice will be issued to the Customer in electronic form and sent to the e-mail address specified by the Customer in the Order.

4. Delivery conditions and passing of risk

- 4.1. Unless otherwise specified in these Terms and Conditions, the provision of services begins on the day the Order is signed.
- 4.2. Unless otherwise specified in these Terms and Conditions, physical products are sent immediately after payment to the address specified by the Customer.
- 4.3. After receiving the products, the Customer bears the risk of loss, theft or misuse of the products. If the products are not delivered to the address specified by the Customer within ten working days of payment, the Customer is obliged to inform STREEWVIEW CZECH immediately. If the Customer does not do so in time, he will bear any additional costs and risks associated with it.

5. Prices and payment terms

- 5.1. The prices, descriptions and information about the STREEWVIEW CZECH Service provided on the STREEWVIEW CZECH website are informative.
- 5.2. The exact amount of the price is always specified in the Order.
- 5.3. The activation of the STREEWVIEW CZECH Service by the STREEWVIEW CZECH company will take place at the moment when the payment from the Customer is successfully received to the STREEWVIEW CZECH account in the amount specified in the Invoice. If the invoice is not paid by the due date, all provided STREEWVIEW CZECH Services will be automatically deactivated.
- 5.4. STREEWVIEW CZECH is entitled to demand an advance payment or payment in full after the conclusion of the Contract.
- 5.5. In the event of the Customer's delay in payment of the Total Price, STREEWVIEW CZECH has the right to pay a one-time contractual penalty in the amount of CZK 1,000.
- 5.6. In the event of a delay by the Customer in paying the Total Price for more than five days, STREEWVIEW CZECH has the right to pay a contractual penalty of 0.05% of the amount due for each day of delay.
- 5.7. The Customer acknowledges and agrees that by applying any claim of STREEWVIEW CZECH due to the Customer not paying the Total Price, STREEWVIEW CZECH is created within the meaning of §3 of Government Regulation No. 351/2013 Coll. the right to reimbursement of costs associated with claiming a claim in the minimum amount of CZK 1,200.

6. Liability and force majeure

- 6.1. In the event of a violation by the Customer of Google's current terms and conditions for publishing content on Google pages and all its platforms displaying the Google My Business Profile by the Customer, STREEWVIEW CZECH is not responsible for non-compliance with the Contract.
- 6.2. STREEWVIEW CZECH is also not responsible for the actions or omissions of third parties.
- 6.3. In the event of non-compliance with the Contract by STREEWVIEW CZECH, the Customer undertakes to provide STREEWVIEW CZECH with a period of time, which must not be shorter than 20 working days, to fulfil the obligation. If the obligation is fulfilled within this period, STREEWVIEW CZECH is not obliged to provide the Customer with any form of compensation.
- 6.4. Force majeure means any extraordinary, unforeseeable and unavoidable obstacle that occurs without STREEWVIEW CZECH's fault and beyond its control, as a result of which STREEWVIEW CZECH cannot comply with the provisions of the Contract. STREEWVIEW CZECH is obliged to inform the Customer immediately if force majeure occurs.
- 6.5. The condition for the emergence of any claim referred to in this article is that the Customer informs STREEWVIEW CZECH in writing without undue delay that the company has not fulfilled its obligations under the Contract. The liability of STREEWVIEW CZECH is always limited to the value of performance according to the Contract, i.e. to the price paid by the Customer.

7. Copyright and Privacy

- 7.1. The Website is protected by intellectual property rights. All data on this Website, including especially texts, downloadable products, graphic data, images, sounds, videos, logos, pictograms or HTML codes, are protected by copyright, trademarks and/or other intellectual property rights and remain the property of STREEWVIEW CZECH or third parties.
- 7.2. By concluding the Contract, the Customer confirms that he has familiarized himself with the Principles of Personal Data Processing, and that with their wording without reservations agrees.

8. Warranty, complaints

- 8.1. Complaints in general and complaints regarding the services provided must be submitted to STREEWVIEW CZECH in writing or electronically and with a detailed description of the reason for the complaint, without undue delay after the fact that is the subject of the complaint occurs.

8.2. STREEWVIEW CZECH is not responsible for incorrect communication, delays or incorrect transmission of orders and communications as a result of using the Internet or any other means of communication when transferring data between STREEWVIEW CZECH and the Customer or between STREEWVIEW CZECH and third parties (if it concerns the relationship between STREEWVIEW CZECH and the Customer), unless it is a misconduct of STREEWVIEW CZECH due to gross negligence.

9. Dispute resolution, applicable law

9.1. Relations and any disputes that arise based on the Contract will be resolved according to Czech law and will be resolved by the relevant courts of the Czech Republic. By choosing the right according to the previous sentence, the Customer who is a Consumer is not deprived the protection provided to him by the provisions of the legal order, from which it is not possible to deviate contractually, and which, in the absence of a choice of law, would otherwise be applied in accordance with the provisions of Article 6, paragraph 1 of the Regulation of the European Parliament and of the Council (EC) No. 593/2008 of June 17, 2008 on the law governing contractual obligations (Rome I). The Czech Trade Inspection, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID: 00020869, <https://www.coi.cz/>, is responsible for the out-of-court settlement of consumer disputes.

10. Final Provisions

- 10.1. These Terms and Conditions are valid and effective from June 1, 2024.
- 10.2. STREEWVIEW CZECH reserves the right to change or supplement the Terms and Conditions. All versions of the Terms and Conditions will be published on the STREEWVIEW CZECH website.
- 10.3. If some provisions of the Contract and/or these terms and conditions become invalid, the validity and effectiveness of the other provisions of the Contract or the Terms and Conditions are not affected.
- 10.4. Contact details of STREEWVIEW CZECH: delivery address Na Folimance 2155/15, Vinohrady, 120 00 Prague 2, Czech Republic, e-mail address info@viewcz.com.