

TERMS AND CONDITIONS OF USE

Dobrey.com s.r.o.. ID: 066 38 058, registered address: Kamýcká 1281, Suchdol, 165 00 Prague 6, registered in the Commercial Register maintained by the Metropolitan Court in Prague, Section C, File 285980 (hereinafter referred to as the "**Operator**") for using services provided by the Operator, which enables the interconnection of the offer and demand within the area of meals and using other functions available via the dobrey Application (hereinafter referred to as the "**Service**"). These Terms and Conditions of Use apply to using the Services by natural and legal persons, offering the meals they prepare (hereinafter referred to as the "**Cooks**") and natural persons demanding the prepared meals (hereinafter referred to as the "**Diners**").

(The "Cooks" and the "Diners" are mutually also referred to as the "**Users**")

(Hereinafter referred to as the "**Terms and Conditions of Use**")

1. THE SUBJECT MATTER OF THE TERMS AND CONDITIONS OF USE

- 1.1. Pursuant to these Terms and Conditions of Use, the Operator enables the Users to use the Service, primarily for the purpose of interconnection of the offers of the Cooks to share a pre-determined quantity of portions of the meals they prepare and the demand of the Diners for such portions of meals and for the purpose of communication between the Cook and the Diner, who registers for the offer of the meal the Cook prepares.
- 1.2. The Operator provides the Service free of charge.

2. SERVICE

- 2.1. It is possible to access the Service exclusively via a mobile Application (hereinafter referred to as the "**Application**").
- 2.2. Using the Service, the Cooks may offer the use of portions they prepare to the Diners under the terms and conditions defined by these Terms and Conditions of Use. The Diner may then pick the meal up or consume it on the premises defined by the Cooks. The Cooks are further entitled to create groups of Diners, who sign up for a specific offer of a prepared meal. The Cooks and the Diners may mutually communicate within these groups using internal chat groups. By means of this Service the Diners may search for offers of portions of meals within the defined location, sign up for specific meal offers (order portions of meal) and communicate with the Cook and Diners, who are signed up for the specific meal offer within the internal chat group.
- 2.3. The Operator is not responsible for preparing the meal and for providing all related services to the Diners. The Operator is also not responsible for the Diner paying the price for the portion of the meal to the Cooks. Therefore, the relevant Cook and Diner are responsible for all such negotiations. The Operator only enables the interconnection of the demand and the offer between the Cooks and Diners and the use of other functions within the Service.
- 2.4. For the purposes of using the Service, the Users have to sign up via the procedure stated in Article 3 of these Terms and Conditions of Use.
- 2.5. The Users are provided with the Service from the time they successfully register pursuant to

Article 3 of these Terms and Conditions of Use.

- 2.6. The User, who is the consumer, explicitly agrees with the provision of the Service prior to the elapse of the fourteen-day period for withdrawal from the Service Provision Agreement pursuant to Section 1829, Act No. 89/2012 Sb., Civil Code, as amended (hereinafter referred to as the "**Civil Code**").
- 2.7. The Service (including the Application) may be updated from time to time including adding new functions. This occurs automatically and these Terms and Conditions of Use are also related to the updated Service. The User is not entitled to refuse the changes because the Service is provided "as is". However, the User has the possibility to terminate the use of the Service at any time.

3. REGISTRATION, USER'S ACCOUNT

- 3.1. The Contractual relationship between the Operator and the User arises once the User completes his/her registration within the Dobrey mobile Application (hereinafter referred to as the "**Service Provision Agreement**").
- 3.2. The User agrees with using remote communication means when entering into the Service Provision Agreement.
- 3.3. Anyone over the age of 16 on the day of registration may register as a User.
- 3.4. Upon registration, the User undertakes to fill in the following information:
 - a) e-mail,
 - b) name,
 - c) password.
- 3.5. If the User does not fill in any of the mandatory information, this data will automatically be highlighted and without filling in this data, it is not possible to continue with the registration.
- 3.6. All data, provided by the User upon registration, must be correct and truthful. If this data changes later, the User undertakes to immediately update this data via the User's Account (hereinafter referred to as the "**Account**"). The Operator is not liable for any damages incurred if the User provides incorrect or untruthful data or if the User breaches his/her obligation to update the data on the Account, pursuant to this paragraph.
- 3.7. Upon registration, the User confirms that he/she has read these Terms and Conditions of Use and that the User agrees with them by checking the "I agree with the Terms of Conditions of Use" box. Without granting this consent, it is not possible to continue with registration.
- 3.8. The User shall immediately receive an e-mail informing him/her about the successful registration and conclusion of the Service Provision Agreement through the e-mail address provided in the registration.
- 3.9. The User shall use the Service exclusively via his/her own Account. The Account is created for the User following the successful completion of the registration.
- 3.10. In order to access the Account, it is necessary to enter login information that the User entered upon registration. The User undertakes to protect his/her login information. The User undertakes to prevent any third party from an unauthorized access to this login

information. The User is liable for damages incurred as a result of insufficient protection of his/her login information. If there is suspicion of releasing the login information or its misuse, in the best interest of the User, the User undertakes to change the login information as soon as possible.

- 3.11. The Operator is not liable for damages incurred as a result of unauthorized access to the Account caused by the User's breach of his/her obligations arising from these Terms and Conditions of Use.
- 3.12. The Account includes the User's Profile, which contains information about the User (hereinafter referred to as the "**Profile**"). Unless otherwise stated in the Terms and Conditions of Use, the Users' Profiles and the information provided on these profiles are accessible to registered Users and to the Operator.
- 3.13. All Users may use the Service as Cooks and as Diners at the same time.
- 3.14. The Users are not entitled to provide their telephone number on the Profile. If the User provides his/her telephone number, the Operator is entitled to terminate the Account without any further notification.
- 3.15. The Users post their current meal offers in the Application. For this purpose, the Users are entitled to upload and post information about the offered meals via the Service, including the relevant photographs. The Cooks will provide the following information:
 - a) name of the meal,
 - b) description of the meal,
 - c) price per portion,
 - d) date and time for serving,
 - e) address of the place of delivery,
 - f) distance from place of delivery,
 - g) number of portions,
 - h) allergensThe Profile also shows the history of the meal portions prepared. This information is only available to the relevant User and to the Operator, not to other Users.
- 3.16. The User's Profile also shows the history of the ordered meals. Within the Profile, the User also has the possibility to label some Cooks as "favorite". This information is only available to the relevant User, not to the rest of the registered Users. Based on the information about the location of the User, the Service will provide the Diners with the Cooks' meal offers based on the distance of the Cooks from the Diners. The User is entitled to enter also other criteria (filters) for searching for offers.
- 3.17. The User's Profile also includes reviews. The Diners rate the Users' review based on their own experience with the Cook and the Cooks rates the review based on their own experience with the Diners. The User is not entitled to interfere in any way with the review which relates to him/her. The review is explicitly based on the principle of granting the relevant number of stars based on satisfaction. The Service does not allow a verbal review.
- 3.18. The User undertakes to exclusively state updated, truthful, complete and not misleading information about the meal portions offered and all facts related to it. The Operator is not

liable for the correctness, completeness and up datedness of such information. The Operator is also not liable for any damages incurred as a result of breaching this obligation by User or breaching any other obligations arising from the legal regulations by User. The Operator does not, in any way, approve the content entered on the Profile.

- 3.19. The User is authorized to modify, change or delete any voluntarily provided information stated on his/her Account at any time.
- 3.20. The User is entitled to cancel his/her Account at any time.
- 3.21. The Operator reserves the right to terminate the User's Account at any time, without providing a reason, based on these Terms and Conditions of Use. If the Operator terminates the User's Account, the User is not entitled to any claims apart from the claims exclusively stated in these Terms and Conditions of Use.
- 3.22. The User acknowledges that the Account does not have to be available continuously, especially in terms of maintaining the Operator's hardware and software, possibly in terms of any necessary hardware or software maintenance of third parties.

4. INTERNAL CHAT

- 4.1. The Cook is entitled to create groups of Users, which consist of the Cook and the Diners, who signed up for the specific offer of the meal prepared by the Cook. For the purpose of communication between the Cook and the Diners within the scope of this group, the Users may use the Application, enabling messages to be sent among the members of this group (hereinafter referred to as the "**Group Chat**").
- 4.2. The Group Chat function, which enables communication between the Diners registered for the specific meal offer and the Cook, who prepares this meal, is available for the Users once the Cook creates a group in the Application, therefore confirms the group of Diners registered to his meal offer. The Group Chat always only applies to a specific meal offer and is always closed within 1 hour after the Cook completes the serving of the meals by pressing the relevant button in the Application, at the latest.

5. THE RIGHTS AND OBLIGATIONS OF THE USERS

- 5.1. The User undertakes to use the Service explicitly in compliance with the legal regulations and these Terms and Conditions of Use. The User is not entitled to use the Service for any other purposes (for example, advertising purposes) or in any other manner than specified in these Terms and Conditions of Use. The User particularly undertakes to:
 - a) not interfere with the rights of third parties, the Operator or other Users while using the Service or as a result of using the Service,
 - b) not interfere with the Application in any unauthorized manner. The User shall not try to acquire access into the Application in any other manner than by using the specified login information and the relevant interface. The User particularly undertakes to not distribute, change, decompile or in any other way interfere with the Application, the related source codes and documentation, unless he/she is explicitly authorized to do so,

- c) not use the Application in a manner that could damage it (including interference into the hardware, on which the Application is run),
- d) not process the personal data of Users in an unauthorized manner,
- e) not use the Group Chat to send spam, harmful computer programs and other illegal or offensive content,
- f) not withhold, hide or falsify his / her identity.

5.2. The User is further ban from placing, referring or in any other way distributing the following content via the Service:

- a) content which breaches the intellectual property rights (especially trademarks, designs, companies' names, copyrights or related rights, personal rights, etc.) or deals with unfair competition,
- b) content which encourages one to commit a criminal offense or other similar action, approves such action or in any other way supports the offender or wrongdoer in such an activity,
- c) content which contains untruthful information about a third party, which could be harmful to this third party,
- d) content which contains pornographic pieces of work,
- e) content which supports or promotes a movement, which justifiably leads to suppressing human rights and freedoms,
- f) content which is illegal in any way.

5.3. The User is entitled to use the Service on his/her own. The User especially cannot make the Service accessible to a third party without the explicit written consent of the Operator, who shall provide his/her full or partial authorization to use the provided Service (including the authorization to use the Application or other parts of the Service).

5.4. The User is fully responsible for the activity occurring on his/her Account, regardless of whether or not the activity is done by the User, an individual authorized by the user or another third party.

6. THE RIGHTS AND OBLIGATIONS OF THE OPERATOR

6.1. The Operator undertakes to make effort to ensure that the Service is available and functional. However, the User acknowledges that despite these effort, the Service does not always have to be fully available, especially due to the Operator's necessary hardware or software maintenance, possibly also due to the necessary hardware or software maintenance of a third party. The Operator is not liable for any damage incurred to the User as a result of the unavailability or non-functionality of the Service.

6.2. The Operator is entitled to perform changes to the Service, add or remove functions of the Application and parts of it, without any previous notification.

6.3. The Operator is not obliged to supervise the content of the information saved in the Application. The Operator is also not obliged to search for facts or circumstances proving the illegal content of this information. However, the User acknowledges that with regard to the legal obligations, the Operator is entitled to delete data and information, if the Operator

comes to the conclusion that this data or information in any way breaches the legal regulations or these Terms and Conditions of Use, as defined or enabled by the relevant legal regulations.

7. PROTECTION OF PERSONAL DATA

- 7.1. The Users acknowledge that within the scope of providing the Service, their personal data will be processed. The information about how the Operator processes the Users' personal data is available in a special document called, "*Privacy Policy*", which is available at (https://dobrey.com/docs/Privacy_policy.pdf).

8. USER AND PROPERTY RIGHTS TO THE APPLICATION

- 8.1. The Application is the author's work in the sense of Act No. 121/2000 Sb., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), as amended (hereinafter as the "**Copyright Act**").
- 8.2. Within the scope of the Service, the Operator grants to the User the license (License) to use the Application in the form available at the specific time within the relevant market with mobile applications. The License is provided as non-exclusive for the duration of the Service Provision Agreement, exclusively for the purpose of using the Application in compliance with these Terms and Conditions of Use and exclusively in the corresponding manner. The License is provided for the territory of the Czech Republic. The User is not entitled to provide a sub-license to a third party or assign the License to a third party.
- 8.3. Pursuant to this Article of the Terms and Conditions of Use, the Users are provided with the License free of charge.
- 8.4. The User is not entitled to interfere with the Application in any way, change it, connect it with another work, include it into the work file or complete an incomplete Application (not even with the assistance of a third party). The User is not entitled to distribute the Application in any way.
- 8.5. The Users are entitled to install the Application on their relevant device for the purpose of access to the Service. The costs to ensure access to the Application (especially Internet connection fees) are bore by the User.
- 8.6. The terms and conditions of using the Application are similar to using other intangibles made available by the Operator within the Service (especially graphics, trademarks, etc.).
- 8.7. The User and the Operator rule out all legal licenses or free use in favor of the User, which may be ruled out based on agreement between the Contracting Parties.

9. THE USER'S CONTENT

- 9.1. Within the scope of the Application (into his/her Profile or offer), the User uploads/may upload the content for the purpose of presenting himself/herself or in the case of the Cook, for the purpose of presenting the prepared meal (especially pictures, text, etc.). The User is entitled to upload the content exclusively by means of his/her Account. The content is

considered uploaded once the User enters it into the relevant Account interface.

- 9.2. If the content that the User uploads is protected as author's work (hereinafter referred to as the "**Author's Work**"), especially pursuant to the Copyright Act, by uploading the relevant content into the Profile/offer, the User is providing the Operator with a non-exclusive license to use the Author's Work. The license is provided for the duration of the copyrights, worldwide and unlimited. The Operator is entitled to provide a sub-license to a third party. The User hereby simultaneously grants the Operator consent with assigning the license to a third party. The User declares that he/she is providing the license free of charge and is not entitled to any reward related to this license. The User also excludes any claims to an additional reward for the provision of the license to the Author's Work, unless it is not possible to exclude it based on the agreement of the parties.
- 9.3. The Operator is entitled to publish or change the Author's Work, including its name and author's designation. The Operator is also entitled to join the Author's Work with another work, include it in the work file and finish incomplete Author's Work (even with the assistance of a third party), if the User does not complete it for any reason.
- 9.4. In order to exclude any doubts, the Operator and the User exclude the application of Section 2370 of the Civil Code and Sections 2378 to 2382 of the Civil Code.
- 9.5. The User acknowledges that all databases arising within the Service, arise from the Operator's incentive. Therefore, any special rights regarding such database belong to the Operator.
- 9.6. The User also guarantees that in relation to using the Author's Work, the Operator is not obliged to pay anyone any additional reward (or settle any other obligations). The User also declares that providing the content does not interfere with the any rights of third parties.
- 9.7. If the content uploaded by the Users shows signs of some legally protected intangible property, the arising legal relationships between the User and the Operator are primarily governed by the principles defined in this Article 9, especially in relation to the right of the Operator to use the content and to the compensation for creating such a product.
- 9.8. The User shall protect the Operator against all claims of third parties applied towards the Operator or his/her client or business partners in relation with breaching the intellectual property rights at his/her own expense. The User has to compensate the Operator or his/her client or business partners and has to compensate them for all such damages incurred and costs related to court settlements, costs arising from such a breach as well as other related costs.
- 9.9. The Operator is entitled to suspend, restrict or block the User's possibility to upload other content onto his/her Profile. In such a case, the User is not entitled to compensation for any damages. The Operator's License to any Content that the User has already uploaded are not hereby affected.

10. LIABILITY

- 10.1. The User explicitly declares that he/she acknowledges that the Operator acts as the Operator of the Service, so as the provider of the Service pursuant to Act No. 480/2004 Sb., on some

services of information companies and on amendments to some acts, as amended. By using the functionalities of the Services, the Operator does not initiate or choose the Users of the transferred information. The Operator also does not choose or change the content of the information in the Service. The Operator does not supervise the transmitted content or information stored in the Service from the side of the Users. The User is fully responsible for the legality of using the Service. If the User breaches the relevant legal regulations or threatens the rights of the Operator or any third party as a result of his/her actions, the Operator reserves the right to take all measures to remove this information or not make this information accessible.

- 10.2. Within the maximum scope permitted by the Czech Legal Code, the Operator is not responsible for any damages incurred to the User in relation to using the Service. The Operator is especially not obliged to compensate the User for damages incurred:
 - a) as a result of not being able to use the Service or the functions of the Service;
 - b) by the change to these Terms and Conditions of Use;
 - c) by the loss, theft, exclusion or destruction of the User's access information;
 - d) as a result of using the Service in conflict with these Terms and Conditions of Use or in conflict with the Legal Code of the Czech Republic;
 - e) as a result of using the service of product provided by a third party;
 - f) independently of the Operator's will.

- 10.3. The Users acknowledge that within the scope of the Service, the Operator shall only provide the platform for sharing Users' offers and demands. The Operator is not responsible for:
 - a) any content that the User uploads into the Application,
 - b) the correctness, completeness and up datedness of the information provided by the User within his/her Account or Profile and in the meal offer. The Operator is especially not responsible for incorrect, untruthful or incomplete information about the User, about the specifications of the prepared meal (including the allergens), the price per portion, the date of serving the prepared meal,
 - c) the quality of the meal prepared by the Cooks,
 - d) the state of the premises, in which the prepared meals shall be consumed by the Diners,
 - e) fulfilling the obligations of the Cook arising from ordering meal portions,
 - f) any damages incurred in relation to preparing or consuming the meal,
 - g) the functionality of the User's data network, the functionality of the User's hardware, the state of the User's programs, any possible interference into the User's programs by third parties,
 - h) ensuring the User access to the Service.

- 10.4. The Operator is not responsible for any damage incurred if any of the User's declarations based on these Terms and Conditions of Use prove to be incomplete or untruthful. The User undertakes to fully compensate the Operator and remove all negative consequences related to such incomplete or untruthful declarations.

- 10.5. The Operator shall only be responsible for such damages incurred to the User as a result of the Operator breaching his/her obligations as defined by these Terms and Conditions of Use.

This does not affect the above stated provisions about restricting the Operator's responsibility.

- 10.6. The Service is provided "*as is*". The User waives all claims due to defects, which arise from using the Service, in the range permitted by the Legal Code of the Czech Republic. The rights of the consumers due to defective fulfillment are governed by Czech law. The User forfeits all warranties in the fullest range, which is permitted by the Legal Code of the Czech Republic.
- 10.7. The User acknowledges that the Operator is making an effort during the creation and running of the Application and provision of the Service to ensure the safe transfer of information. However, the Operator is not responsible for breaching the safety of the Service and transferred information, which occurred independently of the Operator's will, despite making an effort to ensure the information from the side of the Operator.

11. SUPPORT

- 11.1. Every User is entitled to contact the Operator in order to solve the functionality of the Service, especially in cases, when the Service is not available.
- 11.2. In order to contact the Operator, it is possible to use:
 - a) the chat accessible in the scope of the Service,
 - b) e-mail: svatek@dobrey.com,
 - c) telephone number: +420 608 700 444,
 - d) contact form.
- 11.3. The Operator shall inform the User about the results of resolving his/her requests in the manner which the User used to contact the Operator.
- 11.4. The chat support is usually active from 9:00am to 5:00pm every business day in the Czech Republic. The communication language is Czech.

12. RESOLVING DISPUTES

- 12.1. If a consumer dispute arises between the User, who is the consumer and the Operator, as a result of the Service Provision Agreement, which is not resolved by a mutual agreement, the User, who is the consumer, may submit a proposal for an out-of-court settlement of such dispute designated to the subject of the out-of-court resolution of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate - Prague Department: Štěpánská 15, 120 00 Prague 2, www.coi.cz. It is also possible to use the on-line platform to resolve out-of-court disputes, which is available at: <http://ec.europa.eu/consumers/odr>. Based on the European Parliament and Council Regulation No. 524/2013 dated 21 May 2013 on resolving consumer disputes on-line and the amendments to EU Regulation No. 2006/2004 and Directive 2009/22/EU (Regulation on resolving consumer disputes on-line), the contact location is the European Consumer Center of the Czech Republic, registered address: Štěpánská 567/15, 120 00 Prague 2, <http://www.evropskypotrebiteľ.cz>

13. SUSPENDING THE FULFILLMENT OF THE SERVICE PROVISION AGREEMENT

- 13.1. The Operator is entitled to suspend the Service provided to the User at any time pursuant to

this Service Provision Agreement, even without providing a reason. In such a case, the User does not have access to the Service (or even a part of it). If the provision of the Service is suspended, the Operator undertakes to send the User an email, as stated on the Account regarding the reason and period for which the provision of the Service is suspended. The fact that the Operator suspends the fulfillment of the Service Provision Agreement does not affect the possibility of its termination according to Article 14 of the Terms and Conditions of Use.

14. DURATION AND TERMINATION OF THE SERVICE PROVISION AGREEMENT

- 14.1. The Service Provision Agreement is entered into for an indefinite period of time.
- 14.2. The Operator is entitled to terminate the Service Provision Agreement anytime, by a written notice of termination sent onto the email address of the User, as stated on his/her Account. The Service Provision Agreement is terminated on the day the written notice of termination is delivered to the User.
- 14.3. Typically, the Operator terminates the Service Provision Agreement in cases, when the User breaches these Terms and Conditions of Use or the legal regulations.
- 14.4. The User is entitled to terminate his/her Service Provision Agreement anytime, by cancelling his/her Account.
- 14.5. The User, who is the consumer, acknowledges that he/she does not have the right to withdraw from the Service Provision Agreement pursuant to Section 1829 of the Civil Code because the Service was provided to him/her with his/her exclusive consent before the elapse of the period for withdrawing from the Service Provision Agreement (Section 1837(1)(a) of the Civil Code).

15. MUTUAL COMMUNICATION

- 15.1. All notifications between the User and the Operator that are related to these Terms and Conditions of Use or which should be effective based on these Terms and Conditions of Use, must be made in written form and delivered to the other party. The request for a written form is followed even if the notification is submitted in electronic form by means of the Account interface or by means of an email sent to the above stated email addresses.
- 15.2. The User and the Operator undertake that in the case of a change to the contact information, they shall inform the other party of this change within three (3) business days, at the latest. The User shall update his/her contact information on the Account.

16. FINAL PROVISIONS

- 16.1. It is possible to enter into the Service Provision Agreement in the Czech.
- 16.2. The concluded Service Provision Agreements are archived by the Operator in electronic form. The Operator has exclusive access to the archived Service Provision Agreements.
- 16.3. The User bears all costs related to remote communication incurred during the fulfillment of these Terms and Conditions of Use. The costs do not differ from the basic rate of the relevant

provider.

- 16.4. The Operator is entitled to amend these Terms and Conditions of Use at his/her own discretion. The previous Terms and Conditions of Use are effective until the day the new Terms and Conditions of Use come into effect. If the User does not agree with the changes, the User has the right to withdraw from the Service Provision Agreement.
- 16.5. The User agrees with the fact that the Operator has the right to assign the Service Provision Agreement or a part of it to a third party. The User cannot transfer or in any other way burden his/her debts to the Operator.
- 16.6. If any provision of these Terms and Conditions of Use or a part of it becomes invalid or unenforceable or shall become invalid or unenforceable in the future, this invalidity or unenforceability shall not have any effect on the validity or enforceability of the other provisions of these Terms and Conditions of Use or a part of it, if the content of these Terms and Conditions of Use does not clearly state that this provision or a part of it cannot be separated from the other content. In the case stated in the previous sentence, the Operator undertakes to replace the invalid or ineffective provision with a new provision, which most accurately corresponds with the purpose and economic significance of the replaced provision.
- 16.7. These Terms and Conditions of Use and all legal relationships arising based on these Terms and Conditions of Use are governed by the Legal Code of the Czech Republic.
- 16.8. This version of the Terms and Conditions of Use comes into effect on 01/10/2018.