

GENERAL TERMS AND CONDITIONS OF SERVICES

Infinite X Prague s.r.o.

at **LEVELS** Entertainment Centre / **Fly Vista** Restaurant and Rooftop Bar
in the **Máj Národní** building

pursuant to Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code, as amended
(hereinafter the "**Civil Code**")

1. INTRODUCTORY PROVISIONS

- 1.1 These General Terms and Conditions (hereinafter the "**Terms and Conditions**") of **Infinite X Prague s.r.o.**, with its registered office at Národní 63/26, Postal Code: 110 00, Prague 1 – Nové Město, Id. No.: 117 40 418, registered under File No. C 353772 by the Municipal Court in Prague (hereinafter the "**Provider**"), regulate the mutual rights and obligations of the Parties arising in connection with or on the basis of agreements on the provision of services in the area of Event Management (hereinafter the "**Agreement**"), entered into by and between the Provider as the operator of the premises at the **LEVELS** Entertainment Centre / **Fly Vista** Restaurant and Rooftop Bar, located in the Máj Národní department store (hereinafter "**Máj Národní**") at Národní 63/26, Postal Code: 110 00 Prague 1 – Nové Město (hereinafter the "**Premises**"), and a legal person or a natural person operating a business as the customer (hereinafter the "**Client**") in the organisation of entertainment, social, cultural and other events held on the Premises, including, but not limited to, the selection of a suitable venue; logistics, marketing, registration of participants, technical support, organisation of entertainment and programme; the provision of security services and evaluation of the success of the event (hereinafter the "**Services**"), including catering and other accompanying services relating to catering (hereinafter the "**Catering Services**").
- 1.2 These Terms and Conditions do not apply to legal relationships arising in connection with or on the basis of purchase contracts concluded between the Provider as the seller and the Client as the buyer in respect of a transfer of goods via brick-and-mortar stores/kiosks/vending machines/physical cash registers located on the Premises or via online stores operated by the Provider.
- 1.3 The provisions of these Terms and Conditions form an integral part of the Agreement, are incorporated therein by reference and are attached to the Agreement, and the Client has demonstrably become familiarised with the Terms and Conditions. The provisions of the Agreement will prevail over any deviating provisions of the Terms and Conditions, and the Terms and Conditions will prevail over non-mandatory provisions of the generally binding legal regulations, especially the Civil Code.

2. CONCLUSION OF THE AGREEMENT

- 2.1 The Services and Catering Services are reserved for the Client once the Agreement is concluded.
- 2.2 Unless agreed otherwise, the Agreement is deemed to be concluded no later than on the date of acceptance of the Client's order by the Provider, or on the date of acceptance of the Provider's quotation by the Client. It is also understood that an order is accepted once the Provider issues a tax receipt (invoice) for the price of the Services ordered or once an advance is paid on the price of the Services ordered or part thereof by the Client based on a pro forma invoice issued by the Provider.
- 2.3 Catering Services are not part of the Services and are charged separately. An agreement on the provision of the Catering Services is not an essential element of the Agreement and the Agreement may also be concluded without the Catering Services.
- 2.4 Depending on the nature of the order (the scope and price of the Services/Catering Services; the Client's individual requirements), the Provider reserves the right to request additional confirmation of the order by the Client (e.g. in writing or by telephone).
- 2.5 The Client acknowledges that the Provider may refuse to enter into the Agreement without further ado, especially with persons who have previously materially breached their contractual obligations towards the Provider.

3. PRICES AND PAYMENT TERMS

- 3.1 Unless agreed otherwise, the prices of the Services and the prices of the Catering Services (including VAT at the statutory rate) will be paid separately on the basis of tax receipts (invoices) issued within 15 days of the date of provision of the Services and the Catering Services, respectively, i.e. of the date of the chargeable event (hereinafter the "**Tax Receipt**"), by wire transfer to the Provider's account specified in the Tax Receipt with a maturity period not less than 14 calendar days of the date of issue of the Tax Receipt.
- 3.2 An advance received prior to the provision of the Services or Catering Services, as the case may be, will be accounted for by means of a Tax Receipt no later than within **15 days** of the date of provision of the Services or the Catering Services, as the case may be.
- 3.3 In the event that the Services or Catering Services are not provided by the Provider properly and in time for reasons attributable to the Client and this occurs due to (i) breach of the Client's obligations under the Agreement; (ii) the Client's failure to provide all the underlying documents and information necessary for the proper provision of the Services/Catering Services; (iii) impossibility to provide the Services/Catering Services properly and in due time caused through the Client's fault, the Client will be obliged to pay a **contractual penalty** to the Provider in the amount of:
- (i) **50%** of the agreed price of the Services and, if applicable, the agreed flat-rate price of the Catering Services if the Client's obligations are breached in the period **from 60 to 31 calendar days** before the commencement of the provision of the Services; and

- (ii) **100%** of the agreed price of the Services and, if applicable, the agreed flat-rate price of the Catering Services if the Client's obligations are breached **less than 31 calendar days** before the commencement of the provision of the Services.

The Client will pay the contractual penalty on the basis of a Tax Receipt issued by the Provider no later than 15 days of the date when the provision of the Services was to commence, with a due date within **14 calendar days** of the date of issue of the Tax Receipt. The Provider may set off its claim for payment of the contractual penalty against the Client's claim for a refund of any advance already provided.

- 3.4 If a Tax Receipt does not contain the mandatory requisites pursuant to Section 29 *et seq.* of Act No. 235/2004 Coll., on value added tax, the Client may return the same to the Provider for correction within 7 calendar days of its delivery. The Provider is obliged to deliver a corrected Tax Receipt with a new due date to the Client without undue delay. If any errors in the Tax Receipt relate only to details regarding the scope and subject of the performance, this does not affect the due date.
- 3.5 If the Client considers that the Tax Receipt has been issued for an incorrect amount (hereinafter the **"invoiced amount"**), with an incorrect VAT rate or with incorrect details, or that it contains other irregularities relating to the mandatory requisites, the Client may raise objections to the Tax Receipt in writing without undue delay, but no later than within 5 business days of its delivery. In such a case, the Provider is obliged to:
 - (i) properly document to the Client that the invoiced amount and/or other details contested by the Client are correct. In that case, the relevant invoiced amount will be payable within 14 calendar days of the day when it is proven to the Client that it is correct; or
 - (ii) adjust the invoiced amount and/or other contested details accordingly by issuing an amended Tax Receipt. In that case, the relevant invoiced amount will be payable within 14 calendar days of delivery of the amended Tax Receipt to the Client.
- 3.6 The price for any additional services may be added to the contractually agreed prices for the Services and Catering Services charged by the Tax Receipt in the final account based on additional requests from the Client.
- 3.7 The additional price for the use of the Premises beyond the scope of the agreed time frame will be **CZK 100 000 / hour / of the Premises used**.
- 3.8 Any discounts provided by the Provider to the Client (in any form, e.g. discount or gift vouchers) cannot be combined, i.e. they can only be used to pay for those Services, Catering Services, or additional services to which the discount explicitly relates and only at the time when the discount is applicable, according to the Provider's declaration.
- 3.9 The Provider reserves the right, especially if the Client fails to issue an additional confirmation (paragraph 2.4 of the Terms and Conditions), to require that the price of the Services and, if applicable, the flat-rate price of the Catering Services (if agreed) be paid in full in advance as a precondition for the commencement of the provision of the Services. In that case, the date of issue of the Tax Receipt will be deemed to be the date of the chargeable event.

- 3.10 The final price of the Services, Catering Services and additional services charged by the Tax Receipt includes compensation for any and all costs incurred by the Provider in connection with the provision of the Services, the Catering Services and additional services, as appropriate.

4. *EARLY TERMINATION OF THE AGREEMENT AND CANCELLATION TERMS*

4.1 Early termination of the Agreement

Unless agreed otherwise, the Agreement may only be terminated in the following ways:

- (i) unilaterally by notice without a notice period (cancellation of the reservation) by the Client at any time before the commencement of the provision of the Services, even without stating a reason;
- (ii) by immediate withdrawal (cancellation of the reservation) by the Provider at any time before the commencement of the provision of the Services if the Client is in delay with payment of the price of the Services or the price of the Catering Services or any part thereof under the Tax Receipt;
- (iii) unilaterally by notice without a notice period (cancellation of the reservation) by the Provider, no later than 61 calendar days before the commencement of the provision of the Services, even without stating a reason;
- (iv) by immediate withdrawal by the Provider at any time during the provision of the Services in the event that the Client materially breaches any of its obligations related to the use of the Services and/or the Catering Services within the meaning of the second sentence of Section 2002 of the Civil Code; and
- (v) by agreement of the Parties.

In the cases under subparagraphs (i) to (iv) above, the Agreement terminates upon delivery of the relevant notice of withdrawal/ notice of termination to the other Party.

Early termination of the Agreement will in no way prejudice the Provider's right to charge a Cancellation Fee pursuant to paragraph 4.2 below, the right to a contractual penalty hereunder, the right to statutory default interest or other accessions, even to the extent accrued after termination of this Agreement, as well as other rights and obligations which, by their nature, are intended to survive termination of the Agreement.

Any provisions regarding the possibility of early termination of this Agreement pursuant to the generally binding legal regulations are hereby disappplied.

4.2 Cancellation terms

In the event of termination of the Agreement pursuant to Art. 4.1 (i) or (ii) above (hereinafter the "**Cancellation**"), the Client is obliged to pay a lump-sum fee for early termination of the Agreement (hereinafter the "**Cancellation Fee**") to the Provider in the amount of:

- (i) **CZK 0** if the Agreement is terminated **no later than 61 calendar days** before the commencement of the provision of the Services;

- (ii) **50%** of the agreed price of the Services and, if applicable, the agreed flat-rate price of the Catering Services if the Agreement is terminated in the period **from 60 to 31 calendar days** before the commencement of the provision of the Services; and
- (iii) **100%** of the agreed price of the Services and, if applicable, the agreed flat-rate price of the Catering Services if the Agreement is terminated **less than 31 calendar days** before the commencement of the provision of the Services.

In case of Cancellation, the Cancellation Fee will automatically be settled against any advance already paid for the Services and Catering Services.

If the amount of the Cancellation Fee exceeds the advance provided, the Client will pay the remaining part of the Cancellation Fee (after deducting the advance) no later than 7 calendar days of the date of delivery of the relevant Provider's request for its payment.

If the advance provided on the Services and the Catering Services exceeds the amount of the Cancellation Fee, the remaining part of the advance (after deducting the Cancellation Fee) will be refunded to the Client within 30 calendar days of the date of the Cancellation.

In case of withdrawal from the Agreement pursuant to paragraph 4.1 (iii) above, the entire amount of the advance on the Services and the Catering Services will be refunded to the Client within 30 calendar days. In case of termination of the Agreement pursuant to paragraph 4.1 (iv) above, the Provider continues to be entitled to the full amount equal to the agreed price of the Services and, if applicable, the agreed flat-rate price for the Catering Services, regardless of the time of termination of the Agreement.

- 4.3 The Provider is not entitled to a Cancellation Fee if any of the Parties withdraws from the Agreement at any time on grounds of *force majeure*, or if the Provider is unable to provide the Services properly and in due time for reasons of *force majeure* (e.g. quarantine; curfew; national mourning; natural disaster; or crisis situation within the meaning of Act No. 240/2000 Coll., the Crisis Act, as amended, etc.). In that case, the Client is also entitled to a refund of the advance on the Services and the Catering Services in the full amount. The inability to provide only Catering Services will, in itself, not constitute grounds for termination of the Agreement under this paragraph, but will constitute grounds for a refund of the advance on Catering Services.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1 Obligations of the Provider

In the provision of the Services, including the Catering Services, the Provider is obliged:

- (i) to provide the Services at its own expense, responsibility and with professional care so that the Services are provided in the required quality, in due time and in accordance with the Agreement, these Terms and Conditions and the applicable legal regulations;
- (ii) to follow the Client's instructions and requirements regarding the provision of the Services. Should the Client's instructions and requirements be at variance with the

applicable legal regulations, these Terms and Conditions or the Agreement or prevent proper provision of the Services, the Provider must notify the Client of this fact without delay and refuse the provision of such Services;

- (iii) to inform the Client, at the Client's request, of the status and progress in the preparation of the Services;
- (iv) to inform the Client without delay of any shortcomings or deficiencies in the underlying documents or instructions and requirements necessary for the proper provision of the Services; and
- (v) to return to the Client any and all materials that the Client has submitted to the Provider for the provision of the Services, without undue delay after termination of the Agreement;

in connection with the above, the Provider is not liable for any interruption of the Services that occurs without the Provider's fault for reasons beyond the Provider's control (e.g. water supply breakdown or power outages occurring outside the *Máj Národní* building or due to some other event of *force majeure*, etc.)

The Provider may use subcontractors of its own choice for the provision of the Services. If any part of the Services is subcontracted, the Provider is responsible for compliance with the Agreement as if the Provider provided the Services itself. Section 2434 of the Civil Code is hereby disapplied.

5.2 Obligations of the Client

Within the provision of the Services, including the Catering Services, the Client is obliged:

- (i) to pay the price of the Services, Catering Services and other amounts hereunder to the Provider;
- (ii) In the case of music / sound production held in enclosed premises on the 5th floor of the *Máj Národní* building, the following maximum sound limits shall apply:
- (iii) during night-time quiet hours, i.e. from 22:00 to 06:00: max. 75 dB,
- (iv) outside night-time quiet hours, i.e. from 06:00 to 22:00: max. 85 dB.
- (v) The limits under paragraph 2 apply only provided that the premises are operated as enclosed (in particular with windows and doors closed).
- (vi) The Operator is entitled to monitor compliance with the sound limits and require their observance.
- (vii) In the event of a breach of the obligations under this section, the Operator is entitled in particular to:
 - a. request immediate remedy (reducing sound volume),
 - b. temporarily suspend the music / sound production,
 - c. terminate the music / sound production,

- d. terminate the event, if no remedy is made or in case of repeated breach.
- (viii) The visitor acknowledges that liability for compliance with this section may be contractually transferred to the event organiser / Client, through the Event Management contractual terms and conditions.
 - (ix) to follow safety instructions of the Provider and its staff;
 - (x) to protect the Premises and their furnishing against any damage, loss, destruction, theft or misuse;
 - (xi) to notify the Provider of any damage / risk of damage / defect to the Premises or their furnishing discovered by the Client during the use of the Premises, without delay after the discovery of the above (at least orally to the Provider's staff). Otherwise, such damage / risk of damage / defect will be deemed to have been caused by the Client or persons to whom the Client has granted access to the Premises;
 - (xii) to inform the Provider without delay of any and all circumstances that could affect the provision of the Services;
 - (xiii) to hand over to the Provider all the materials necessary for the proper and timely provision of the Services;
 - (xiv) to use the Premises in such a way as to avoid excessive noise or disturbance for other persons in or around the *Máj Národní* building outside the Premises or the restriction of any operation in the *Máj Národní* building outside the Premises;
 - (xv) to use the Premises and their furnishing in accordance with **the rules of operation and the visitor rules of the LEVELS Entertainment Centre / Fly Vista Restaurant and Rooftop Bar; the fire regulations of the *Máj Národní* building**, available on its website at: <https://flyvista.cz> <https://levelsprague.com>, as well as generally binding legal regulations, including, but not limited to, in the area of fire protection and public health, especially the prohibition of smoking in the interior spaces and the prohibition of handling open flames and pyrotechnics;
 - (xvi) not to prevent the Provider's staff from accessing any parts of the Premises and to allow them to inspect the Premises at any time;
 - (xvii) to return to the Provider any and all materials that the Client has received from the Provider in connection with the provision of the Services, without undue delay after the Provider so requests, or otherwise without undue delay after termination of the Agreement. The obligation pursuant to the preceding sentence does not apply to Outcomes within the meaning of paragraph 5.3 of these Terms and Conditions;
 - (xviii) to compensate the Provider for any and all damage to the Premises and their furnishing caused by the Client or persons allowed by the Client to enter the Premises, regardless of culpability.

5.3 Communication of the outcomes of activities

If the provision of the Services consists in the creation of certain items, works, materials or documents for the Client, whether tangible or intangible (hereinafter the “**Outcomes**”), the Provider will hand over the Outcomes / provide the Outcomes / make the Outcomes available to the Client without undue delay after their completion. The Client will acquire the ownership title to the Outcomes upon full payment of the price of the Services including VAT within the meaning of Article 3 of these Terms and Conditions. This is without prejudice to any copyright.

6. **DELIVERY OF NOTICES AND DOCUMENTS**

- 6.1 Unless the Agreement stipulates otherwise, any written notice, request or other communication will be deemed to be duly given or made to the other Party if delivered in person, by registered mail, by courier service or by email to the address of the Party specified in the Agreement or to another address that the relevant Party specifies in a written notice sent to the other Party.
- 6.2 Any and all addresses and telecommunication details may be changed by a unilateral notice delivered to the other Party; any such change will become effective upon expiry of ten (10) business days of delivery of the notice to the other Party.
- 6.3 Any written notice, request or other communication will be deemed to have been delivered:
- (i) on the date of physical handover of the notice if the notice is sent by a courier or delivered in person; or
 - (ii) on the date of delivery, as confirmed on the return receipt, if the notice is sent by registered mail; or
 - (iii) on the date of dispatch in cases where the notice is sent by email, unless the notice was demonstrably not received by the addressee for reasons beyond the addressee's control; or
 - (iv) on the date when, in case that the delivery in the aforementioned manner is not possible for any reason whatsoever, the notice is sent by registered mail to the address determined in the aforementioned manner or to the address of the registered office of the relevant Party (if different), but is not collected, for any reason whatsoever, within three (3) business days of its depositing at the relevant postal office.

7. **FINAL PROVISIONS**

- 7.1 The use of customs of trade in general and/or in a sector related to the subject of the Agreement is expressly excluded in accordance with Section 558 (2) of the Civil Code. The use of interpretation of a manifestation of will of the Parties pursuant to Section 556 (2) of the Civil Code is also excluded.
- 7.2 These Terms and Conditions apply exclusively to contractual relationships between entrepreneurs within the framework of their business activities; the provisions of Sections 1793 and 1796 of the Civil Code are disappplied.

- 7.3 These Terms and Conditions explicitly do not apply to contractual relationships between the Provider and consumers regardless of the subject of the contracts or agreements concluded.
- 7.4 If any of the provision of the Agreement, including the Terms and Conditions, is or becomes invalid, unenforceable or ineffective, such invalidity, unenforceability or ineffectiveness will in no way prejudice other provisions of the Agreement and the Terms and Conditions. If the Agreement as a whole or its essential requisites become invalid, unenforceable or ineffective, the Parties will conclude a new agreement with the same or similar subject that will remedy the invalidity, unenforceability or ineffectiveness without undue delay, but no later than within 15 days of notification of one of the Parties.
- 7.5 The Provider may unilaterally change, cancel or supplement the wording of these Terms and Conditions and inform the Client of such changes in writing. This shall in no way prejudice the rights and obligations of the Parties to the Agreement established during the term of effect of the previous version of the Terms and Conditions. However, in the event of a change that affects the Client's rights and obligations acquired under the previous version of the Terms and Conditions, the Client may terminate the Agreement without a notice period; the Client is entitled to a refund by the Provider of any performance already provided.
- 7.6 The Agreement is governed by the laws of the Czech Republic. Within the meaning of Section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, any and all disputes between the Parties as entrepreneurs arising out of the Agreement will be resolved before common courts of the Czech Republic having local jurisdiction based on the Provider's registered office as at the date of initiation of the given court proceedings.
- 7.7 These Terms and Conditions, as well as any and all future changes or supplements thereto, are and will be valid on the date of their issue and effective upon their publication on the website at: <https://flyvista.cz> <https://levelsprague.com>. The Terms and Conditions are also freely available at the Provider's registered office (**Infinite X Prague s.r.o.**) at the following address: Národní 63/26, Postal Code: 110 00, Prague 1 – Nové Město.

Issued in Prague, on 15. 1. 2025

Infinite X Prague s.r.o.



Martin Klán
Executive Director



Václav Klán
Executive Director

