

# CAR SHARING END USER LICENSE AGREEMENT

## 1. PREAMBLE

- 1.1. This End User License Agreement ("**EULA**") is a legally binding document defining the legal relationship between Princip a.s, Comp. ID: 41690311, with its registered office at Hvězdova 1689/2a, Nusle, 140 00 Prague 4, registered with the Municipal Court in Prague, Section B, Insert No. 994 (hereinafter referred to as "**We**" or "**Us**") and the customer who has agreed to its terms and conditions by expressly accepting or installing, activating or otherwise using the Software (hereinafter referred to as "**You**").
- 1.2. "**Software**" means the "**Car Sharing**" mobile application to which this document is attached, i.e. the software that We provide to You under the terms of this EULA and the license We grant to You for its use. The Software shall not mean the Not-Included Tools provided under Article 3.

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- 7.2. You acknowledge that, due to the ongoing development of the Software, the current version may contain defects and errors, and in this connection You will exercise a high degree of caution when using the Software so that any improper functionality may not cause harm to You, Us or any third parties.
- 7.3. We do not warrant the proper operation of the equipment used in connection with the Software or the negative correlation of the Software with other applications and functionalities of the equipment used. We also do not warrant that the Software will always be fully functional or free of bugs or viruses.

- 7.4. TO THE EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR DAMAGE CAUSED BY THE DISTRIBUTION OR USE OF THE SOFTWARE. THIS INCLUDES ANY CONSEQUENTIAL AND/OR INCIDENTAL DAMAGE, WHETHER MONETARY OR NON-MONETARY, RELATED TO THE DISTRIBUTION OR USE OF THE SOFTWARE.

**8. GENERAL PROVISIONS**

- 8.1. The license is effective from the time of execution of this EULA.
- 8.2. This EULA is concluded and becomes legally binding at the latest when You first exercise the rights granted by this EULA, in which case no further notice from You is required for the agreement to take effect.
- 8.3. The provisions of Article 7 shall survive the expiry or termination of this EULA.
- 8.4. This EULA and all rights and obligations arising from and related to it are governed by the laws of the Czech Republic, excluding the conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 8.5. If You are a consumer based in the European Union, You have the right to request alternative dispute resolution from the relevant alternative dispute resolution provider; for citizens based in the Czech Republic, this entity is the Czech Trade Inspection Authority, whose online form is available at [adr.coi.cz](http://adr.coi.cz), e-mail to [adr@coi.cz](mailto:adr@coi.cz).
- 8.6. The courts of the Czech Republic shall have exclusive jurisdiction over any disputes arising out of this EULA and any legal relationship related hereto. If You are a consumer based in the European Union, You can file Your claim in the courts of the country where You are domiciled.
- 8.7. We may update the terms and conditions of this EULA (including the terms of the License) from time to time. You will be notified of the proposed change in the mobile application (Software) at least 14 days before its effective date. If You do not agree with the proposed changes, You may terminate this EULA on the effective date of the proposed changes by uninstalling the Software from Your equipment. Otherwise, the proposed changes will apply to any further use of the Software by You.

This EULA is effective from: 1 January 2023