

GENERAL BUSINESS TERMS & CONDITIONS

Provision of "ybox24" service

I. IDENTIFICATION OF OPERATOR

1.1 The "ybox24" service [hereinafter also referred to as the **Service**] is operated by a company operating under the business name ybox24 s.r.o., Reg. No.: 276 44 669, with registered office in Kladno, Kročehlavy, Unhošťská 2743, post code: 272 01, registered in the Commercial Register kept by Municipal Court in Prague, section C, insert 121160 [hereinafter referred to as the **Operator**].

II. SPECIFICATION OF SERVICE

2.1 For the purposes of these General Business Terms and Conditions [hereinafter referred to as the **Terms and Conditions**], the Service means the provision of short-term storage of movable things in storage boxes located in dispensing points operated by the Operator and marked with the "ybox24" logo [hereinafter referred to as the **Dispensing Point**]. Each Dispensing Point shall contain storage boxes of varying sizes [hereinafter referred to as **Box**], namely:

(a) "S" with dimensions of 20 cm (width), 8 cm (height) and 60 cm (depth);

(b) "M" with dimensions 45 cm (width), 8 cm (height) and 60 cm (depth);

(c) "L" with dimensions of 20 cm (width), 18 cm (height) and 60 cm (depth);

(d) "XL" with dimensions of 20 cm (width), 28 cm (height) and 60 cm (depth);

(e) "XXL" with dimensions 45 cm (width), 28 cm (height) and 60 cm (depth).

2.2 Specification of the Service [hereinafter referred to as the **Specification**] is available at <https://ybox24.com>. The process of using the Boxes is available on the self-service panel of each Dispensing Point. The price list for the use of the Service [hereinafter referred to as the **Price List**] is available in the App (see clause 4.2(a) herein) and on the self-service panel of each Dispensing Point.

III. APPLICATION OF THESE CONDITIONS

3.1 These Terms and Conditions form a binding regulation for the provision of the Service by the Operator and shall always form an integral part of any concluded contract for the use of the Service [hereinafter referred to as the **Service Contract**]. The Customer shall acquaint themselves with the contents of these Terms and Conditions and of the Price List prior to using the Service. The Price List is an integral part of each executed Service Agreement.

3.2 By executing the Service Contract, the Customer agrees to the terms of these Terms and Conditions and the Price List and voluntarily and unconditionally submits to these Terms and Conditions and the Price List.

IV. EXECUTION OF SERVICE CONTRACT

4.1 The subject matter of the Service Contract is the Operator's obligation to provide the Customer with temporary use of the Box selected by the Customer and the Customer's obligation to pay the Operator a fee according to the Price List.

4.2 For the purposes of these Terms & Conditions, Customers are divided into two categories:

(a) a registered customer [hereinafter referred to as **Registered Customer**] is a customer who has downloaded the "ybox24" mobile application [hereinafter referred to as the **App**], signed up via the App (using their phone number), and has sufficient credits in their own virtual wallet [hereinafter referred to as **Virtual Wallet**] to pay the Service fee prior to using the Service;

(b) a non-registered customer [hereinafter referred to as a **Non-registered Customer**] is a customer who has not met all of the criteria set out in paragraph (a) of this clause 4.2 above prior to using the Service and is therefore not considered a Registered Customer.

4.3 In the case of a Registered Customer, the Service Contract is executed upon fulfilling both the following conditions simultaneously for the first time:

(a) The Registered Customer preorders the Service through the App (by which they obtain the access data for subsequent use of the Service by means of an SMS message sent by the Operator to their telephone number after the preorder has been placed); while at the same time

(b) The Registered Customer shall (via the access credentials delivered to them by the Operator after placing the preorder) make a selection of the appropriate Box on the self-service panel of the Dispensing Point they want; while at the same time

(c) The Registered Customer shall open and then close the Box selected by them.

4.4 In the case of a Non-registered Customer, the Service Contract is executed upon fulfilling all of the following conditions simultaneously for the first time:

(a) The Non-registered Customer shall order the Service via the self-service panel on the Dispensing Point (specifying the desired Box size and the required storage period); while at the same time

(b) The Non-registered Customer shall pay in full (via the relevant integrated payment terminal) the fee for the use of the Box selected by them; while at the same time;

- (c) The Non-registered Customer shall open and then close the Box selected by them.

V. DURATION OF SERVICE CONTRACT

5.1 The Service Contract executed with a Registered Customer shall terminate:

- (a) upon the first opening of the rented Box following the execution of the Service Contract, unless the case is referred to in clause 9.4 herein; or
- (b) upon the moment when all credits in their Virtual Wallet were used;

whichever of these comes first.

The maximum duration of the Service Contract executed with a Registered Customer is not otherwise limited.

5.2 The Service Contract executed with a Non-registered Customer shall terminate:

- (a) upon the first opening of the rented Box following the execution of the Service Contract, unless the case is referred to in clause 9.4 herein; or

(b) upon the expiry of the agreed period of use of the relevant Box;

whichever of these comes first.

The maximum duration of the Service Contract executed with a Non-registered Customer is thirty (30) calendar days from the execution of the relevant Service Contract.

5.3 Any Service Contract executed with a Registered Customer which has terminated for the reason set out in clause 5.1(b) of these Terms and Conditions shall be automatically and without further delay renewed if the Registered Customer has, within thirty-six (36) hours of the termination of the Service Contract, charged their Virtual Wallet credit required at least:

- (a) to pay for the use of the Box for the period from the termination of the Service Contract until the time of the automatic renewal; and
- (b) to pay the Box usage fee for a period of thirty (30) minutes from the automatic renewal of the Service Contract.

Recurring automatic renewal of the Service Contract is possible.

VI. TIME AVAILABILITY OF SERVICE

6.1 If the Dispensing Point is located inside a building (shopping mall, medical facility, educational facility, etc.), it is accessible to the customer only during the opening hours of such facility. The Operator is entitled to remuneration for the

use of the Service even for the period during which the building is closed/inaccessible to the public.

VII. PURPOSE OF SERVICE

- 7.1 The Box may only be used as temporary storage of movable things that correspond to the size, weight, and shape of the Box and cannot cause damage to the Box, the Dispensing Point and the property of the Operator and other parties.
- 7.2 In particular, the following movable things may not be placed in the Box:
- (a) perishable movable things (foodstuffs, etc.);
 - (b) uncovered or open fluids;
 - (c) odorous movable things and movable things causing disgust;
 - (d) movable things which by their nature may contaminate or damage the Box and/or the Dispensing Point;
 - (e) movable objects, the storage of which in the Box would be contrary to the applicable generally binding legal regulations;
 - (f) movable things whose aggregate weight exceeds seven (7) kg;
 - (g) narcotic drugs and psychotropic substances;
 - (h) pyrotechnics, explosives, highly and extremely flammable substances, self-inflammable substances;
 - (i) poisonous, toxic, volatile, corrosive, and otherwise dangerous substances;
 - (j) firearms, bladed weapons, stabbing weapons, and ammunition;
 - (k) precious metals, articles of precious metal, precious stones and the like;
 - (l) jewellery, valuables, securities, personal documents, credit cards, cash, deposit books and the like;
 - (m) movable things whose aggregate value exceeds the amount of CZK 10,000.00 (in words: ten thousand Czech crowns);
 - (n) art, collectibles and historical objects;
 - (o) live and deceased animals.
- 7.3 The Customer shall keep the rented Box clean and in order and shall ensure the protection of the stored items by properly closing the Box.
- 7.4 The Customer acknowledges and agrees that an IP camera with recording is embedded at each Dispensing Point.

- 7.5 The Customer further acknowledges and agrees that:
- (a) constant temperature is not maintained inside the Box;
 - (b) there is no air circulation inside the Box.
- 7.6 When picking the stored movable things from the Box, the Customer shall:
- (a) vacate the Box of all movable things located therein;
 - (b) check the Box for damage or contamination.

If the Customer discovers that the Box and/or the Dispensing Point have been damaged as a result of the movable things stored by them, they shall inform the Operator immediately by calling the following telephone numbers: 800 200 201 (working days from 8:00 a.m. to 7:00 p.m.) or 602 200 004 (working days from 8:00 a.m. to 7:00 p.m.) or at the following email address: info@ybox24.cz.

VIII. REMUNERATION FOR USE OF SERVICE

- 8.1 The fee for the use of the Service is governed by the Price List applicable at the time of execution of the Service Contract.
- 8.2 The fee for the use of the Service by the Registered Customer shall be paid for the entire duration of the Service Contract, but not less than thirty (30) minutes from the time of execution of the relevant Service Contract. The remuneration for the first thirty (30) minutes of the Service Contract shall be debited from the Registered Customer's Virtual Wallet at the time of execution of the relevant Service Contract and if the relevant Service Contract is shorter than thirty (30) minutes, the Customer may not request a refund of any part of the remuneration so debited. If the Service Contract is not terminated within thirty (30) minutes from the moment of execution thereof, the remuneration for each additional elapsed minute will be continuously debited from the Registered Customer's Virtual Wallet, until the Service Contract in question is terminated.
- 8.3 The fee for the use of the Service by a Non-registered Customer shall be payable prior to the execution of the Service Contract for the entire duration of the Service Contract selected by the Non-registered Customer. If the Service Contract terminates before the expiry of the agreed duration, the Non-registered Customer shall not be entitled to a refund of the paid remuneration or any part thereof.
- 8.4 Upon termination of the Service Contract for the reason set out in clause 5.1(a) of these Terms and Conditions (if a Service Contract is executed with a Registered Customer) or for the reason set out in clause 5.2(a) of these Terms and Conditions (if a Service Agreement is executed with a Non-registered Customer), the Operator shall have the right to leave the relevant Box to another person for use, even during the period for which the original Service Contract was intended to last. For this reason, the Customer shall not incur any right or claim against the Operator.

- 8.5 Non-registered Customers may cancel their order (via the self-service panel of the relevant Dispensing Point) before executing a Service Contract. If they do so after paying the remuneration for the use of the ordered Service in full, the Operator shall refund the amount paid by transfer to their bank account to which the remuneration for the use of the Service was debited, within five (5) working days from the date on which the Non-registered Customer cancelled the order.
- 8.6 As part of the Loyalty Program, the Operator shall provide a Registered Customer with a customer benefit in the form of a discount on the remuneration for using the Service. This program is a tool of the Operator's marketing strategy and serves both to support and sustain the long-term use of the Service by existing customers and to support and motivate other potential users of the Service. This benefit for customer shall be provided to a Registered Customer in the form of bonus credits [hereinafter referred to as **Bonus Credit**], which the Operator shall credit to the Registered Customer's Virtual Wallet upon the first drawdown of the Registered Customer's own credits (i.e. paid by the Registered Customer) and upon each subsequent purchase of the Registered Customer's own credits (i.e. Paid by the Registered Customer). Details of the specific number of Bonus Credits that shall be credited to the Registered Customer's Virtual Wallet shall be available to the Registered Customer in the App. Rules for using Bonus Credits are as follows:
- (a) Bonus Credits may not be used in any other way than to redeem the discount provided on the remuneration for the Service;
 - (b) Registered Customer shall not be entitled to reimbursement for the Bonus Credits in cash by the Operator, nor shall the Operator provide any other benefit for the Bonus Credits other than a discount on the remuneration for using the Service;
 - (c) In the event of termination of your account in the App, any unused Bonus Credits shall be forfeited without any refund whatsoever;
 - (d) Bonus Credits have a limited validity and can be used only within twelve (12) months of the date of crediting them to the Virtual Wallet and may be used only for the "ybox24" service.
 - (e) Registered Customer can only start to use this benefit in the form of a discount on the reward for using the Service in the form of Bonus Credits after they have used up their own credits (i.e. paid by the Registered Customer) in their Virtual Wallet;
 - (f) Bonus Credits may not be transferred, even to other Registered Customers.

The Registered Customer acknowledges these rules for the use of Bonus Credits and agrees to them by registering in the App.

8.7 The Operator may also provide Bonus Credits to its selected business partners, especially in connection with the Operator's marketing activities aimed at increasing the visibility of the Service to the public and expanding the customer base of the Operator.

IX. OPERATOR'S ACCESS TO RENTED BOXES

- 9.1 The Operator may open a rented Box only in the following cases:
- (a) the Operator reasonably suspects that the Customer is in breach of their obligations under the executed Agreement for the use of the Service, in particular by storing movable things referred to in clause 7.2 herein in the Box; or
 - (b) the Box is not vacated by the Customer within thirty-six (36) hours of the termination of the applicable Service Agreement; or
 - (c) there is a threat of damage to the Customer's movable things, the Box, the Dispensing Point, other Boxes located in the Dispensing Point, or property of third parties; or
 - (d) the Operator is legally obliged to allow access to the Box to authorised persons (law enforcement authorities, employees of state and local government bodies, etc.).
- 9.2 The Operator is entitled to open the Box without prior notice and participation of the Customer in the cases specified in clause 9.1 of these Terms & Conditions. In such cases, however, the Customer shall inform the Customer immediately about the opening of the Box and the possible pick-up of the movable things stored therein via a message sent to the Customer's telephone number.
- 9.3 In case the Operator opens a rented Box for the reason specified in clause 9.1(a) of these Terms and Conditions and finds that the Customer is in fact in breach of their obligations under the executed Agreement for the use of the Service, the Operator shall pick up the movable things from the Box and store them in the Deposit (see clause 10.4 of these Terms and Conditions), unless the Operator is obliged to dispose of the stored movable things in a different manner by law or by a decision of a state or local government authority.
- 9.4 In case the Operator opens a rented Box for the reason specified in clause 9.1(a) of these Terms and Conditions and finds that the Customer is not in breach of their obligations under the executed Service Contract, the Operator shall keep all movable things stored by the Customer in the Box in question and close the Box in question.
- 9.5 In case the Operator opens a rented Box for the reason specified in clause 9.1(b) of these Terms and Conditions, the Operator shall pick up the movable things from the Box and store them in the Deposit (see clause 10.4 of these Terms and Conditions), unless the Operator is obliged by law or by a decision of a state or local government authority to dispose of the stored movable things in another manner.

- 9.6 In case the Operator opens a rented Box for the reason specified in clause 9.1(c) of these Terms and Conditions, while they do so on the grounds of acts or omissions of the Customer, the Operator shall pick up the movable items from the Box and store them in the Deposit (see clause 10.4 of these Terms and Conditions), unless the Operator is obliged to dispose of the stored movable items by law or by a decision of a state or local government authority in another manner.
- 9.7 If the Operator opens a rented Box for the reason specified in clause 9.1(c) of these Terms and Conditions, and this reason is not based on the acts or omissions of the Customer, the Operator shall store the movable things stored in the Box in the Deposit, at its own expense.

X. RIGHTS AND OBLIGATIONS AFTER TERMINATION OF SERVICE CONTRACT

- 10.1 If the Registered Customer does not open the rented Box before all credits stored in their Virtual Wallet are used, while failing to collect all movable things stored in the Box, they shall pay compensation to the Operator for unjust enrichment resulting from his unauthorized use of the Box. Such compensation shall amount to the equal of the fee for the use of the Box in question under the Price List applicable on the date of termination of the relevant Service Contract.
- 10.2 If a Non-registered Customer fails to open the rented Box within the agreed duration of the Service Contract, while failing to collect all movable things stored in the Box within this period, they shall pay compensation to the Operator for unjust enrichment resulting from the unauthorised use of the Box. Such compensation shall amount to the equal of the fee for the use of the Box in question under the Price List applicable on the date of termination of the relevant Service Contract.
- 10.3 In case the Customer continues to have movable things stored in the Box after the termination of the Service Contract, the Operator shall allow the Customer to pick them up after the Customer has paid all of their monetary obligations under the Service Contract and all of its monetary obligations under clauses 10.1 (in the case of a Registered Customer) and 10.2 (in the case of a Non-registered Customer) of these Terms and Conditions.
- 10.4 However, if the Customer fails to collect the movable things stored in the rented Box even within thirty-six (36) hours from the termination of the Service Contract, the Operator shall have the right to proceed in accordance with Clause 9.1 of these Terms and Conditions, i.e. the right to open the Box, pick up all movable things stored therein and store them in the Deposit [above and hereinafter referred to as the **Deposit**].
- 10.5 Movable things deposited by the Operator in the Deposit shall be stored there free of charge for a period of thirty (30) calendar days from the date on which the Operator picks them up from the Box. The movable things shall be released from the Deposit to the Customer upon their request [which they shall make via SMS message to the following telephone number: +420 602 200 004, or to the following email address: info@ybox24.cz], provided that the Customer has previously paid

in full all of their monetary obligations under the concluded Service Agreement and all of their monetary obligations under clause 10.1 of these Terms (in the case of a Registered Customer) and clause 10.2 of these Terms (in the case of a Non-registered Customer).

The process of releasing movable things from the Deposit shall be as follows:

- (a) The Operator shall place the movable things in a suitable Box of own choice in the Dispensing Point from which they collected the movable things and placed them in the Deposit, and the Operator shall do so without undue delay after:
 - (i) the Customer served a request for the release from the Deposit; and
 - (ii) there is a vacant Box in the relevant Dispensing Point suitable for the repeated storage of movable things;
- (b) Immediately after the movable things are placed in the Box, the Operator shall send to the Customer, to the telephone number provided by them during the execution of the original Service Contract (in the case of a Non-registered Customer) or during the registration to the App (in the case of a Registered Customer), notice in the form of an SMS message that the movable things in question have been placed in the Box, as well as the access credential to the Box.

The Operator shall allow the Customer to pick up the movable things from the Box within twelve (12) hours of the Customer placing the movable things in the Box, provided that the Customer first pays the following to the Operator:

- i) the outstanding remuneration under the Box Use Contract; and
- ii) the outstanding payment for the use of the Box in the period from the termination of the Box Use Contract until the Operator opens the Box in question and picks up the movable things stored therein (for their subsequent relocation to Deposit).

If the Customer fails to pick up the movable things from the Box within the twelve-hour period mentioned above, the Operator may open the Box in question after the period lapses, pick up the movable things stored therein, and deposit them again in the Deposit for additional thirty (30) calendar days. The Customer may request the Operator to release the movable things from the Deposit again within this period [in the same manner as the first request for the release of movable things from the Deposit], and the process of additional release of such movable things from the Deposit shall be the same as in the case of the Customer's first request for the release of movable things from the Deposit. In the case of each repeated request of the Customer for the release of movable things from the Deposit, the Operator shall allow the Customer to pick the things up from the Deposit, provided that the Customer meets the

conditions set out above in points (i) and (ii) of this clause 10.7 of these Terms and Conditions before releasing the movable things from the Deposit and, in addition, pays the Operator a flat fee of CZK 5,000.00 (in words: five thousand Czech crowns). The Customer shall pay this flat fee each time they submits another request for the release of movable things from the Deposit.

10.8 If the Customer fails to request the Operator to release the movable things from the Deposit within the time limit specified in clause 10.5 of these Terms and Conditions, the Operator shall have the right to dispose of the movable things. If the Operator exercises this right, this shall not cancel its monetary claims against the Customer in question under the Service Contract.

XI. LIABILITIES OF CONTRACTING PARTIES

11.1 The Customer shall be liable to the Operator for any damage caused by the Customer's breach of the Services Contract, in particular for damage caused by the Customer to the Box and/or the Dispensing Point as a result of:

- (a) improper handling of the Box; or
- (b) the fact that they placed in the Box movable things referred to in clause 7.2 of these Terms and Conditions; or
- (c) violent acts against the Box and/or the Dispensing Point (forcible opening or attempted opening, etc.).

11.2 The Operator shall be liable to the Customer for damage, destruction, or loss of movable things stored in the Box only when the damage, destruction, or loss of such movable things is caused by improper or inadequate functioning of the security mechanism of the Box. However, the operator shall in no way be liable for the following damage to the stored movable things:

- (a) damage to stored movable things, which is prohibited from being placed in the Box pursuant to clause 7.2 of these Terms and Conditions;
- (b) damage caused by the Customer (in particular in cases where damage, destruction, or loss of movable things occur as a result of the fact that the Customer shares the access credentials to the rented Box with a third party, whether by intent or negligence, knowingly or unknowingly);
- (c) damage caused by a circumstance excluding the Operator's liability (so-called "force majeure");
- (d) damage caused by the Operator's release of movable things stored in the Box or in the Deposit to another person, unless it is proven that the Operator did not act with due care and sufficient prudence when releasing the movable things.

The Operator's total liability for damage to stored movable things shall always be limited to the amount specified in clause 7.2(m) of these Terms and Conditions.

11.3 The Operator shall not be liable for any loss of profit of the Customer and for:

- (a) damage caused by missed departures and take-offs;
- (b) damage caused by failure to execute contracts/implement business cases;
- (c) damage caused by the breach of the Customer's obligations towards third parties;
- (d) damage caused by loss of customer's reputation.

11.4 The Operator shall also not be liable to the Customer for damage to stored movable things which the Customer has not notified them immediately after they have or could have discovered it.

XII. OTHER PROVISIONS

12.1 If the pickup of movable things stored by the Customer in a Box requires the presence of the Operator's service technician, for reasons on the Customer's side, the Customer shall pay the Operator a one-off fee of CZK 3,000.00 (in words: three thousand Czech crowns) prior to the pickup of these things. Retrieval of movable things stored in the Box with the assistance of the Operator's service technician is subject to the prior fulfilment of all of the following conditions:

- (a) the person requesting to pick up the movable things from the Box proves their identity to the Operator [in this case, the identity shall be proven via the access credential sent by the Operator to the Customer by SMS message to the telephone number provided by the Customer during the execution of the Service Contract (in the case of a Non-registered Customer) or during their registration to the App (in the case of a Registered Customer)]; while at the same time
- (b) the person requesting to pick up the movable things shall pay all claims related to the rental and use of the Box (including the above specified fee for opening the Box in the presence of the Operator's service technician).

12.2 The Customer is entitled to make any inquiries and complaints about the Services provided to the Operator via telephone (800 200 201 or 602 200 004) or via email (info@ybox24.cz). The Customer acknowledges (and agrees) that the temporary and short-term inability of the Customer to access the Box shall not be considered a breach of the Operator's obligations under the executed Service Contract and shall only entitle the Customer to a reasonable discount on the fee for the use of the Service, for the period during which the Box was inaccessible to the Customer. The Customer further acknowledges that the Box is self-service, and in the event of technical problems caused by, for example, outage of power or Internet connection or a payment terminal failure, the time of arrival of the Operator's

service agent shall be five (5) hours from the time of reporting the failure/outage.

12.3 Registered Customer is entitled to terminate their account in the App (however, this right is not available during the duration of any Service Contract executed with the Operator). In such case, the Operator shall return to the Customer any funds that are in the Customer's Virtual Wallet at the time of termination of the account, no later than ten (10) business days from the date of such termination in the App. The Operator shall return the funds to the Customer by transferring the funds to the bank account provided by the Customer to the Operator during the termination of the account on the App. The provisions of the second and third sentence of this clause 12.3 shall not apply to Bonus Credits, which become forfeited by termination of an account in the App in accordance with clause 8.6(d) of these Terms and Conditions.

XIII. FINAL PROVISIONS

13.1 Legal relations arising from executed Service Contracts shall be governed exclusively by the law of the Czech Republic.

13.2 Any and all disputes arising from an executed Service Contract shall be heard and decided by the general courts of the Czech Republic. If the Customer is a consumer, in the event of a dispute, the consumer has the right to an extrajudicial settlement of the (consumer) dispute within the meaning of the provisions of Sec. 20d et seq. of Act No. 634/1992 Sb., on Consumer Protection, as amended, under the conditions set out in this Act.

13.3 Should any provision of a Service Contract be or become invalid or ineffective, the invalid or ineffective provision shall be replaced by a new provision, which shall be as similar as the original one. The invalidity or ineffectiveness of any provision of the Service Contract shall not prejudice the validity or effectiveness of the other provisions of the Service Contract.

13.4 These Terms and Conditions shall take effect on 1 September 2024.

XIV. SIGNATURE CLAUSE

Given in Kladno on: 28 August 2024

ybox24 s.r.o.

Petr Štěpánek - Managing Director