

## General Commercial Terms for providing car-sharing services

### 1. INTRODUCTORY PROVISIONS

- 1.1 These GCC determine the basic rights and obligations relating to the Framework Agreement between the Provider and the User that relate to the provision of Services.
- 1.2 The Privacy Policy is an annex to these GCC.

### 2. INFORMATION

- 2.1 The contact electronic address of the Provider is: [info@uniqway.cz](mailto:info@uniqway.cz).
- 2.2 The Contracting Parties will use e-mail for communication, whilst communication may also take place as part of the Mobile Application or Web Application. The Provider may determine the supported software necessary to access the Mobile Application or Web Application and does not guarantee that it will be functional in all configurations of the technical device used by the User. The communication will be in Czech or English.
- 2.3 Information will be made available to the User via the Mobile Application or Web Application within the time limits corresponding to the nature of the information made available. The Provider sends a message to the User to his or her email address indicating that certain information has been made available in the Mobile Application or Web Application.
- 2.4 The state authorities of the Czech Republic check and supervise the Provider's activities, and can be contacted with suggestions in accordance with the legal regulations regulating their scope and powers. State supervision authorities are, in particular:
  - 2.4.1 The Czech Trade Inspection Authority;
  - 2.4.2 Trade Licensing Offices;
  - 2.4.3 The Office for Personal Data Protection.
- 2.5 The Framework Agreement is archived by means of computer technology and is not accessible to third parties.
- 2.6 The Framework Agreement can only be concluded in the Czech or English languages.
- 2.7 The User shall be entitled to withdraw from the Framework Agreement without providing a reason and without any penalties within 14 (fourteen) days from when the Framework Agreement is concluded.
- 2.8 The User requests the beginning of provision of Services immediately after the Framework Agreement is concluded, i.e. before the expiration of the withdrawal deadline.
- 2.9 The Provider hereby informs the User that he or she is entitled to submit a petition for initiating out-of-court proceeding in a dispute arising out of a concluded Framework Agreement, no later than 1 (one) year from the date on which he or she exercised his or her right that is the subject of the dispute with the Provider for the first time. The entity having subject-matter and territorial jurisdiction for out-of-court settlement of consumer disputes from the Framework Agreement concluded between the Provider and the User is the Czech Trade Inspection Authority. The rules established by the Czech Trade Inspection Authority that regulate the procedure for out-of-court settlement of consumer disputes, as well as the form for submitting a petition, are available on the website of the Czech Trade Inspection Authority at address: [adr.coi.cz](http://adr.coi.cz) or [www.coi.cz](http://www.coi.cz).

### 3. DEFINITIONS OF TERMS

- 3.1 The terms specified in these GCC starting with a capital letter have the meaning given to them in these GCC or in the Framework Agreement. If a term is defined differently in these GCC and the Framework Agreement, the definitions defined in the Framework Agreement shall apply.
  - 3.1.1 "**Partial Agreement**" means an agreement on the provision of Services via the specific rental of a specific vehicle, concluded in accordance with the Framework Agreement and these GCC.
  - 3.1.2 "**Trip**" means the use of a Vehicle for transporting the User in accordance with these GCC and the Framework Agreement.
  - 3.1.3 "**Mobile Application**" means a mobile application in the form and with the functions pursuant to Article 4 of these GCC.
  - 3.1.4 "**Civil Code**" means Act No. 89/2012 Coll., Civil Code, as amended.

- 3.1.5 “**Provider**” means Smart City Lab s.r.o. registered office: Jankovcova 1603/47a, Holešovice, 170 00 Prague 7, Company Id No: 06048757, Tax Id No: CZ06048757, company registered in the Commercial Register of the Municipal Court in Prague, file no. C 275197.
- 3.1.6 “**Framework Agreement**” means the legal relationship between the Provider and the User that is governed by these GCC, and which is concluded in a remote manner via the web portal operated by the Provider, on the basis of which the Service is provided.
- 3.1.7 “**Reward System**” means the function of the Mobile Application and Web Application containing various types of fulfilment of the Provider that may be used by the User if the relevant conditions are fulfilled.
- 3.1.8 “**Reservation**” means an act of the User relating to a specific Vehicle via which the Provider expresses his or her intent to use it on the basis of a Partial Agreement. A Vehicle may only be reserved by one User for one time period.
- 3.1.9 “**Service**” has the meaning specified in the Framework Agreement.
- 3.1.10 “**Administrator**” means a person authorized by the Provider who looks after the running of a Vehicle according to the instructions of the Provider.
- 3.1.11 “**User**” means a natural person to whom Services are provided by the Provider. Users may only be persons in an employment relationship with the University of Economics in Prague, the Czech University of Life Sciences, the Czech Technical University in Prague, or persons who are students of these universities. Users may also be employees of the Provider and companies that the Provider designated, employees of service agencies or persons specifically designated by the Provider.
- 3.1.12 “**Vehicle**” is the means of transport that is the subject of Services pursuant to the Framework Agreement and these GCC.
- 3.1.13 “**Web Application**” means the Web Application available via an internet browser in the form and with the functions pursuant to Article 4 of these GCC.

#### 4. MOBILE AND WEB APPLICATION

- 4.1 The Provider operates the Mobile Application and Web Application, which are an integral tool via which the use of the Services will be enabled.
- 4.2 For use of the Mobile Application, it is necessary to use a mobile phone with the Android operating system, version 6.0 and higher or mobile phone with the iOS operating system, version 9 and higher.

#### 5. TRANSFER AND RETURN OF VEHICLE

- 5.1 A Vehicle can be taken over and used only on the basis its prior Reservation via the Mobile Application or Web Application. Use of a Vehicle without a prior Reservation is not possible.
- 5.2 A Partial Agreement shall be concluded, and provision of Services shall begin as soon as a Reservation is made pursuant to the previous article.
- 5.3 Responsibility for the Vehicle shall be transferred to the User upon the opening of the Vehicle via a mobile phone and chip card based on the instructions specified in the Mobile Application or Web Application.
- 5.4 A Partial Agreement shall be terminated via the Mobile Application, and at such a time the Vehicle shall be returned and the responsibility for the Vehicle shall be transferred back from the User to the Provider, unless specified otherwise hereafter.
- 5.5 The Vehicle shall be transferred and returned without any issues, taking into consideration normal depreciation. The Vehicle must be without apparent damage, significant dirtiness or other defects that would prevent the subsequent User from properly using the Vehicle.
- 5.6 The vehicle is transferred to the User and returned by the User at the specific locations specified in the Mobile Application and Web Application. However, at the time of its return, the vehicle may under no circumstances be parked in a paid parking zone, in a residential parking area or at a location where vehicle parking or stopping is restricted or prohibited. In the event of breach of this obligation, the Provider shall be entitled to charge the User and the User shall be obliged to pay to the Provider a contractual penalty amounting to all costs incurred to the Provider via a breach of this obligation by the User, such as costs for the payment of penalties for minor offences, costs for vehicle towing, the cost of the payment of the parking fees or the costs of for parking the vehicle at another location. This paragraph does not affect the Provider’s right to charge the User also with the penalty according to the paragraph 13.1.1.
- 5.7 The Vehicle cannot be returned to a location at variance with paragraph 5.6 of these GCC. The User acknowledges that in such a case the Vehicle liability shall not be transferred back to the Provider, but that liability for the Vehicle shall remain

with the User until proper termination pursuant to Article 5.4, unless agreed otherwise by the Contracting Parties. In the event that the User wishes to return the Vehicle contrary to the previous sentence, the User must contact the Provider, and the Provider shall be entitled to make an individual assessment of such returns. For the return of Vehicle pursuant to the preceding sentence, the Provider shall be entitled to charge a fee in the amount determined by the price list that is available from the Mobile and Web Application.

- 5.8 The Provider may restrict the highest possible duration of a Partial Agreement – this fact shall always be imparted to the User during the course of a Reservation via the Mobile Application or Web Application.
- 5.9 When returning the Vehicle, the User must ensure that the Vehicle's tank is filled with fuel so that the distance on the Vehicle onboard computer shows at least 200 km.

## 6. FILLING FUEL

- 6.1 The CCS card located in the Vehicle can be exclusively used to pay for fuel for the Vehicle. In the event that the User purchases fuel in a different manner, the User shall not be entitled to compensation of incurred costs.
- 6.2 The PIN code for the CCS card shall be given to the User via the Mobile Application or Web Application.
- 6.3 Each CCS card has a maximum payment limit. This limit can be raised in the individual cases on the basis of an agreement with the Provider.
- 6.4 The User shall be entitled to use the CCS card exclusively to purchase fuel for the Vehicle for which the CCS card is provided. The User is expressly prohibited from providing the CCS card to a third party, or to tank fuel via the card at variance with the previous sentence.
- 6.5 The User shall also be entitled to use the CCS card for washing the Vehicle:
  - 6.5.1 at most once during the concluded Partial Agreement; and
  - 6.5.2 via a program whose price does not exceed 150 CZK for one wash of the Vehicle.
- 6.6 The Provider shall be entitled to check whether the User used the CCS card at variance with the Framework Agreement or the GCC, in particular whether the volume of the purchased fuel did not exceed the free volume of the Vehicle fuel tank when the card was used to pay.
- 6.7 If the Vehicle Provider has reasonable doubt as to the proper handling of the CCS card by the User, the Vehicle Provider shall immediately impart these doubts to the User and will request the User to comment on these doubt and the reasons for them. If the User does not address these doubts within 30 days or if the doubts are not refuted, the User shall be obliged to pay to the Provider the costs of the Provider resulting from unauthorized use of the CCS card.

## 7. OBLIGATIONS OF THE USER

- 7.1 The User shall be obliged to provide true information in the scope required by the Mobile application or Web application, and to inform the Provider in the event that there are any changes to such data.
- 7.2 Only the User may drive the Vehicle. The User may not lend out the Vehicle, lease or sublease it or otherwise let a third party use it (even free use), or to allow a different person to drive the Vehicle.
- 7.3 In the event that the User learns that upon its transfer the Vehicle is damaged, dirty or otherwise devalued, the User shall be required to promptly notify the Administrator or Provider thereof, including photographs of such damage, dirt or contamination. If the User does not report this condition and commences driving the Vehicle, it shall be assumed that the Vehicle was without defects upon its transfer, and the User cannot claim such defects retroactively.
- 7.4 Whenever the User leaves the Vehicle, the User shall be obliged to exert reasonable effort to ensure that the Vehicle is secured against damage and theft, and the User shall at least be obliged to secure the Vehicle via the installed security elements (securely lock it, close the windows and the doors).
- 7.5 The User is prohibited from behaving in the Vehicle in a manner that could cause any damage to the Operator, in particular the User is prohibited from smoking in the Vehicle and transporting live animals.
- 7.6 The User shall be entitled to exclusively use the Vehicle in the Czech Republic.
- 7.7 The User shall be obliged to use the Vehicle in accordance with the use instructions for the Vehicle set out by its manufacturer. Over and above the previous sentence, primarily, but not exclusively, the User may not use the Vehicle:
  - 7.7.1 outside public paved roads,
  - 7.7.2 for competitions, races or similar activities; or
  - 7.7.3 for commercial purposes or for the transport of uncommon cargo or items.

- 7.8 The User may not in any way interfere with the onboard unit, on-board computer or other parts of the Vehicle, with the exception of actions necessary for routine vehicle maintenance (refuelling, etc.). The user is specifically forbidden from manipulating in any way the Vehicle transfer device, the on-board unit, the GPS and GSM system, etc.

## 8. PRICES FOR SERVICES, INVOICING, PAYMENT TERMS

- 8.1 The Provider shall charge for the provision of the Services and shall be entitled to request for them the payment of the price in accordance with the price list, which is available from the Mobile and Web Application.
- 8.2 The Provider shall be entitled to change the prices of the Services in the price list, and the User shall be informed of this fact at least 15 days before such a change comes into effect.
- 8.3 The price for Services is calculated on the basis of
- 8.3.1 the period for which the Vehicle is rented on the basis of a Partial Agreement; and
  - 8.3.2 the distance that User drove with the Vehicle.
- 8.4 All payments and fees shall be invoiced in Czech crowns.
- 8.5 The period pursuant to paragraph 8.3.1 shall begin 15 minutes from the reservation of the Vehicle or from the opening of the Vehicle, depending on which occurs first, and ends upon the termination of a Partial Agreement pursuant to paragraph 5.4.
- 8.6 Payment of the price is possible exclusively via payment by debit card or credit card (hereinafter the “Means of Payment”) entered into the Mobile Application or Web Application during the course of the registration of the User when concluding a Framework Agreement. Other methods of paying the price for the Services are not permissible.
- 8.7 When concluding a Partial Agreement, the User shall pay a deposit on the provision of Services in the amount of 200 CZK in the form of blocking the amount on the Means of Payment. In the event that the Means of Payment does not contain the sufficient amount for covering the deposit, the provision of Services shall not be enabled.
- 8.8 The payment of the price shall be due upon the termination of a Partial Agreement. In the event that at the time it is due the User will not have available sufficient funds within the Means of Payment, the User will not be able to continue to use the Service until the payment of the due amount. A delay in the payment of the due amount for longer than 5 business days shall be considered a gross breach of the Framework Agreement.
- 8.9 Invoicing of the price for Services shall be delivered to the User immediately after the termination of a Partial Agreement, at the latest within 2 business days.

## 9. REWARD SHOP

- 9.1 If, on the basis of the instructions of the Provider or Administrator, the User ensures the cleaning or other modifications to the damaged, dirty or otherwise devalued Vehicle, when the cleaned or otherwise modified Vehicle is returned, the Provider shall assign points to the User that the User may use as part of the Reward System in the scope specified in the Mobile Application and Web Application.
- 9.2 The User shall not be obliged to ensure the fulfilment of the obligations of the Provider in person, and the User shall be entitled to determine via which acts they shall be carried out. The User shall be entitled to ensure the cleaning or modification of the Vehicle via third parties, but the User shall remain exclusively responsible to the Provider for returning the Vehicle on time and in the required condition.
- 9.3 The Administrator shall be entitled not to assign points or to shorten the assignment thereof in the event that the Vehicle was not cleaned or modified by the User duly and on time.
- 9.4 The rules for acquiring points in the Reward Shop are available in the Mobile Application and Web Application.
- 9.5 Points cannot be exchanged for money or other fulfilment than which is presented within the Reward Shop. Points can be accumulated in the User’s account and drawn from it.
- 9.6 Points can be used at the latest 1 year from when they are acquired. After the expiration of this period, they shall expire without compensation.
- 9.7 The User shall not be entitled to the assignment of points in the event that the Vehicle was damaged, dirtied or otherwise devalued when the User was using the Vehicle, and the User shall ensure the removal of such damage, dirtiness or other devaluation of the Vehicle.

## 10. SPECIFIC SITUATIONS

### Defects

- 10.1 If a defect to the Vehicle is revealed, the User shall proceed in relation to the nature of the defect and the moment it was revealed.
- 10.2 In the event of any defects, the User shall be obliged to go through the FAQ in the Mobile Application or Web Application and subsequently contact the Provider. Pursuant to the instructions of the Provider, the User shall also be obliged to take measures focused on removing the defects and recommissioning the Vehicle.
- 10.3 The User shall not be entitled to carry out any repair to the Vehicle in any manner other than according to the instructions of the Provider, with the exception of repairs to the defective wheel of the Vehicle. Even in such a case, the obligation of the User to contact the Provider pursuant to the previous provision shall apply.
- 10.4 In the event that the User is not able to get in touch with the Provider, the User shall be entitled to directly contact the assistance services pursuant to the instructions contained in the Vehicle or in the Mobile Application.

### Insured Losses / Car Accidents

- 10.5 If the User is involved in a traffic accident when using the Services, the User undertakes to provide to the Provider the necessary cooperation in handling all of the administrative tasks associated with investigating the accident and dealing with the consequences, including indemnification. Failure to provide such cooperation shall be considered a gross breach of the Framework Agreement.
- 10.6 In the event of an **accident with damages over 100,000 CZK**, accidents with injuries or accidents where roads were damaged, public utility equipment or the environment, or damage to the property of a third party, and in the event of hitting an animal and its death, the User shall be obliged to:
- 10.6.1 call the Police of the Czech Republic;
  - 10.6.2 fill in a European Accident Statement with the designation of the guilty party of the traffic accident;
  - 10.6.3 if the parties do not come to an agreement on who the guilty party of the traffic accident is, determine the guilty party with the cooperation of the Police of the Czech Republic;
  - 10.6.4 send to the Provider the filled in statement, protocol of the Police of the Czech Republic, copy of driver's license (driver at the time of the accident) and the name of the service centre that will repair the Vehicle, at the latest 2 business days from the date of the accident;
  - 10.6.5 in the event that a police protocol is not obtained, note the reference number listed in the protocol, or the name, address, Vehicle registration number and the insurance policy number of the counterparty.
- 10.7 The entitlement to indemnification shall cease to exist if the police were not called to the accident or if the driver was found to have been under the influence of alcohol or other narcotic or psychotropic substance, or if the driver refused to take a breathalyser test for alcohol or other narcotic or psychotropic substance.
- 10.8 In the event of **damages up to 100,000 CZK and accidents without injury**, the procedure shall be same as paragraph 10.6, without the obligation to contact the police.
- 10.9 In the event of **two vehicles colliding with damages up to 100,000 CZK**, if no one was injured, the User shall be obliged to:
- 10.9.1 fill in the European Accident Statement with the designation of the guilty party of the traffic accident;
  - 10.9.2 in the event that anyone involved in the accident refuses to provide cooperation when writing up the accident report, call the Police of the Czech Republic to the accident; and
  - 10.9.3 send to the Provider the filled in statement, protocol of the Police of the Czech Republic (if called), copy of driver's license (driver at the time of the accident) at the latest 2 business days from the date of the accident.
- 10.10 In the event of a **single vehicle** traffic accident **with damages up to 100,000 CZK** (e.g. an animal is hit and not killed, damage to the Vehicle at a parking lot caused by an unknown Vehicle, damage to the windshield, etc.), the User shall be obliged to fill in an insured loss report and send it to the Provider at the latest 2 business days from the date of the accident.
- 10.11 In the event of **vandalism or theft** of the Vehicle or part thereof, the User shall be obliged to ensure the investigation of such an insured loss by the Police of the Czech Republic (158), and to fill in an insured loss report.
- 10.12 **In all cases pursuant to this Article, the User shall be obliged to immediately contact the Provider.**
- 10.13 In the event of a traffic accident caused by the User, the User shall be obliged to pay the damages up the amount of the deductible not covered by the insurance company, i.e. up to the amount of 1% of the amount of damages, at least 1,000 CZK. In the event that the insurance company decides not to pay the insured loss, the User shall be obliged to pay for the damages in the full amount. The User shall be obliged to prove that he or she did not cause the accident via a police protocol

on the accident, the decision of an administrative body or via a valid declaration of other participants of the accident that they were fully responsible for the accident.

## **11. PROTECTION OF PERSONAL DATA**

11.1 The Privacy Policy is processed in a separate document that is Annex No. 1 to these GCC.

## **12. RESPONSIBILITY AND COMPENSATION FOR DAMAGES**

12.1 Each of the Contracting Parties shall be obliged to compensate incurred damages or harm as part of valid legal regulations and the Framework Agreement. Both Contracting Parties undertake to exert maximum effort to prevent damages and minimize incurred damages and harm.

12.2 The User shall exclusively be responsible for using the Services and the activities associated therewith. The User shall be obliged to act with due care and to prevent possible damage or harm.

12.3 The Contracting Parties shall be obliged to pay for any damages, harm or lost profits that they cause to each other. The Provider shall not be responsible for damages, harm or lost profits caused by the following:

12.3.1 if a planned trip is not made due to the unavailability of a reserved Vehicle;

12.3.2 if a goal is not achieved due to a Vehicle malfunction;

12.3.3 the use of the identification data of the User by a third party;

12.3.4 conduct at variance with this Framework Agreement;

12.3.5 the planned unavailability of the Mobile Application or Web Application.

12.4 The User shall be entitled to submit a request for a claim against the provided services or invoicing via the Mobile Application or Web Application, or via other communication channels. As part of the claim:

12.4.1 The User shall be obliged to provide his or her name, surname, address, description of the claim, designation of facts and evidence and the form of the requested remedy.

12.4.2 The User shall be obliged to send the claim either via the Mobile Application or Web Application, or via email to [reklamace@uniqway.cz](mailto:reklamace@uniqway.cz).

12.4.3 The User shall be informed after the claim is received.

12.4.4 In the event that the claim does not contain all of the information necessary for the claim to be resolved, the User will be requested to supplement it within an additional time period. If it is not supplemented, the claims shall be assessed as unjustified.

12.4.5 In the event that the claim is submitted properly, the claim shall be resolved at the latest within 30 days from when it is properly received. In special cases the Provider shall resolve the claim at the latest within 6 months from when it is received – the User shall be provided this information within 30 days from when the claim is received.

12.5 The User acknowledges that the Mobile Application and Web Application may not be available continuously, in particular with regard to the necessary maintenance of the hardware and software equipment of the Provider or third parties.

12.6 Neither of the Contracting Parties shall be obliged to compensate damages or harm caused by a breach of their obligations arising from the Framework Agreement if they were prevented from fulfilling them by any of the impediments excluding responsibility for damages pursuant to Section 2913, paragraph 2, Civil Code.

12.7 The Provider shall not bear any responsibility for items left in the Vehicle.

## **13. PENALTIES**

13.1 The Contracting Parties have agreed that:

13.1.1 If the User breaches his or her obligations (without a serious reason) relating to the return of the Vehicle back to the location determined pursuant to paragraph 5.6 of these GCC, the Provider shall become entitled to the payment of the contractual in the amount of 1,000 CZK for each such breach of obligations.

13.1.2 If the User breaches his or her obligations specified in paragraph 5.9 of these GCC, the Provider shall become entitled to the payment of the contractual in the amount of 500 CZK for each such breach of obligations.

- 13.1.3 If the User breaches his or her obligations specified in paragraph 6.4 these GCC, of these GCC, the Provider shall become entitled to the payment of the contractual in the amount of 10,000 CZK for each such breach of obligations.
- 13.1.4 If the User breaches his or her obligations specified in paragraph 7.6 of these GCC, the Provider shall become entitled to the payment of the contractual in the amount of 50,000 CZK for each such breach of obligations.
- 13.1.5 If the User breaches his or her obligations specified in paragraph 7.7 of these GCC, the Provider shall become entitled to the payment of the contractual in the amount of 10,000 CZK for each such breach of obligations.
- 13.1.6 If the User breaches his or her obligations specified in paragraph 7.8 of these GCC, the Provider shall become entitled to the payment of the contractual in the amount of 50,000 CZK for each such breach of obligations.
- 13.2 In the event that the Provider incurs any costs for the removal of damages that were caused by the User to the Vehicle or in relation to the use of the Vehicle, the Provider shall be entitled to re-invoice the reasonably incurred costs to the User and the User shall be obliged to pay them within 15 days from the delivery of the request to the make the payment.
- 13.3 Contractual penalties shall be due within 30 days as of the date of the delivery of the written request of the eligible Contracting Party to the obliged Contracting Party, unless a longer deadline is specified in the request.
- 13.4 Unless stipulated otherwise hereafter, the payment of any agreed contractual penalty shall not absolve the obliged Contracting Party of the obligation to fulfil its obligations.
- 13.5 In the event that the User breaches these these GCC or the Framework Agreement, the User may be placed on a so-called Black List, of which the User will be informed. If the User is placed on the Black List, the User will not be able to use the Services. It is entirely up to the Provider whether the User will be placed on the Black List.

#### 14. PROVIDING COOPERATION AND COMMUNICATION

- 14.1 The Parties undertake to cooperate with each other and provide to each other all of the information necessary for the proper fulfilment of their obligations from the Framework Agreement, GCC and Partial Agreements. The Parties shall be obliged to inform each other of all facts that are or could be important for the proper fulfilment of the Framework Agreement.
- 14.2 The Parties shall be obliged to fulfil their obligations arising from the Framework Agreement, GCC and Partial Agreements in such a way that they are not overdue in the fulfilment of individual deadlines or overdue in paying potential monetary liabilities.
- 14.3 All notifications between the Contracting Parties that relate to the Framework Agreement, GCC and Partial Agreements, or which are to be made on the basis of the Framework Agreement, GCC or and Partial Agreements must be in writing and delivered to the other Contracting Party either via email or via the Mobile Application or Web Application.
- 14.4 The Contracting Parties undertake that in the event of changes to their postal addresses or email addresses, they shall inform the other Contracting Party of such a change at the latest within 10 business days.

#### 15. WORKS BY USERS RELATING TO THE SERVICE

- 15.1 Under the terms and conditions set out in the GCT, each User is entitled to create a work pursuant to Act No. 121/2000 Coll., Copyright Act (“**Work**”) relating to the Service, and to offer the works to the Provider. Work means any video files, audio-visual combinations, text files, graphics, photographs, sounds, music, interactive elements and other materials.
- 15.2 Upon concluding the General Agreement, the User shall be entitled to send to the Provider the Work and/or upload or enter the Work into the Provider’s infrastructure. The User acknowledges and agrees that concluding the Framework Agreement does not establish and entitlement to store any of the User’s created Works on Web Application or Mobile Application, or to any other use of the Work by the Provider. The User further acknowledges that the Provider is entitled to refuse and/or not publish any Works. The Provider also reserves the right to delete the User’s Work or any part thereof.
- 15.3 By storing the Work via the Web Application or via the Mobile Application, the User grants consent to the Provider that the Work may be handled pursuant to the terms and conditions specified in the GCT. These terms and conditions relate to the User even if he or she is not the author of the Work. The User acknowledges that the Work that the User sends, uploads, or enters into the Web Application or Mobile Application may be placed on the www.uniqway.cz website or other used pursuant to these terms and conditions.
- 15.4 The User shall send the Work to the Provider via electronic communication means. For this purpose, the Provider shall provide to the User authorization to use the Web Application and Mobile Application in the scope necessary for obtaining and sending and/or uploading or entering the Work.
- 15.5 The User declares and shall be responsible to the Provider for that fact that the User’s stored Work is not at variance with the legal order of the Czech Republic or other countries whose legal order applies to a specific Work or the acquisition,

storing and publication thereof. The User also undertakes that he or she shall not place, store or disseminate works, files and other information, in particular which:

- 15.5.1 violate intellectual property rights (copyright, rights related to copyright or industrial property rights) of others;
  - 15.5.2 lead to conduct violating economic competition;
  - 15.5.3 are at variance with good morals, public order and violate the personal rights of natural persons and legal entities, in particular the right to their good reputation;
  - 15.5.4 interfere with the rights of third parties, in particular by the fact that without their consent they contain unlawfully used trademarks, commercial names and protected designations of origin to which the exclusive right belongs to another, or any designations interchangeable therewith;
  - 15.5.5 lead to abuse of addictive substances other than alcohol or supports them in it, or otherwise incite or alleviate the abuse of such a substance;
  - 15.5.6 threaten other people or groups of people by killing, harming or causing damages, or other prohibited behaviour;
  - 15.5.7 defamation of nationality, ethnic group or race, political convictions or beliefs, incite hatred towards a nationality, ethnic group, race, religion, class or other group of persons or restrict the rights and freedoms of their members;
  - 15.5.8 contain an alarm message that is untrue or misleading, or false information about another that is likely to seriously jeopardize its seriousness with fellow citizens, in particular harm him or her at work, disrupt his or her family relationships, or cause him or other serious harm;
  - 15.5.9 support or promote a movement that is demonstrably aimed at suppressing the rights and freedoms of a person or proclaiming a national, racial, religious or class hatred of another group of persons or are publicly sympathetic to such movements;
  - 15.5.10 deny, question, approve or try to justify Nazi, communist or other movements against humanity and human rights.
- 15.6 The User acknowledges and expressly agrees that the Operator is entitled to place advertising in connection with the placement of Work on the Web Application, Mobile Application, social networks and other communication means without limitation and at its sole discretion.
- 15.7 The User declares and is responsible for the fact that the Work provided to the Provider fulfils the following terms and conditions:
- 15.7.1 is not at variance with the legal regulations of the Czech Republic or a different country that apply to the Work, its creation, storage or publication;
  - 15.7.2 does not affect or violate the personal rights protected by the legal regulations of the Czech Republic, in particular the right to a name, form and privacy and the right to protection of good reputation. For Work with protected personality rights, the User declares that he or she has the consent of the concerned individuals to the creation, storage and publishing of the Work by the Provider;
- 15.8 The User acknowledges and agrees that he or she is solely responsible for the Work submitted for publication and for the consequences of its sending and/or publication by the Provider.
- 15.9 The User provides to the Provider all of the authorizations to use the Work in the scope agreed to in these GCT, without any time, material, personal or territorial restrictions. The User declares that he or she does not have and does not exercise toward the Provider any claims related to the use of the Work under these GCT.
- 15.10 The User declares that the Work is not encumbered by any third party rights that would result in financial or other obligations of the Provider toward third parties. In the event that any third party exercises any claims in relation to the Work, its use or its content, the User shall be obliged to satisfy such claims.
- 15.11 The Provider shall not be obliged to store, publish or backup the Work. The Provider shall not bear any responsibility toward the User or toward third parties for any damages incurred directly or indirectly, or for other damages caused by the destruction, damages or deletion thereof.
- 15.12 In the event that the User behaves in a way that is or could be legitimately considered as behaviour at variance with the GCT, the Provider shall be entitled to immediately cancel the User's account and delete all of the provided Work. This shall not affect the responsibility of the User for damage and/or non-pecuniary damage incurred to the Provider or third parties.
- 15.13 The User shall be entitled to only provide to the Provider Work that the User created and is thereby the author thereof, and to the User pertain all of the rights to exercise all copyrights, including rights derived from copyrights. If the personality attributes of the author of the Work are contained in the Work, the User grants to the Provider unconditional and material, locally and time-unlimited permission to use these personality attributes in the scope of the License provided for the relevant Work.

- 15.14 The User declares and is responsible for the fact that the creation, provision and publication of the Work did not lead to an unauthorized impact on intellectual property rights or personal rights of third parties. For Work with protected personality rights elements, the user has the express written consent of all of the concerned persons.
- 15.15 The User grants to the Provider irrevocable authorization to exercise the right to use the Work provided to the Provider, either as a whole or any part thereof (hereinafter the "Licence"), subject to the terms and conditions set forth below in these GCT. The User shall not be entitled to independent remuneration for provision.
- 15.16 The Licence is provided as exclusive, enabling the Provider to use the Work or any part thereof in any manner of use for the entire duration of the property rights to the Work, including all potential copyright works and/or artistic performances and/or other items of protection constituting a part thereof, and without other restrictions, in particular territorial, linguistic, technological, quantitative, format or purpose of use, all in original form or after processing, alteration or changes, individually or in a set or in conjunction with other copyright works or elements, or during the use (as well as inclusion in) of audio-visual work (i.e. as a work used in an audio-visual manner) or other audio-visual recordings or copyright work, or during the use (as well as inclusion in) of a sound recording or other material; all jointly with the following authorizations to use the Work or any part thereof (which the licensee is also entitled to use himself through a third party):
- 15.16.1 any processing, alteration or other change, including the creation of any cuts;
  - 15.16.2 association with any author work or element;
  - 15.16.3 inclusion in any audio-visual work or other audio-visual or copyright work or file, sound recording or other material;
  - 15.16.4 recording for the initial audio-visual record, dubbing and captioning;
  - 15.16.5 use of only an image component or audio component, and along with the following permissions:
    - 15.16.5.1 to provide program content that includes the Work or part thereof when it is communicated to the public via a logo or other designation of the Provider, including text, image and/or other information, at any time;
    - 15.16.5.2 interrupt such program content with advertising and/or outputs and/or monitoring them in a split or otherwise modified image containing in a separate part advertising, sponsoring, self-promotion and/or other text and/or image information;
    - 15.16.5.3 use program content for advertising and promotional purposes, including the use of the author's name.
  - 15.16.6 sharing with the public pursuant to Section 18 et seq., Copyright Act, in a manner that anyone can have access to the Work or part thereof, at the location and at the time according to their own choice, in particular via a computer or similar network (Section 18, paragraph 2, Copyright Act),
  - 15.16.7 accessibility in a manner that anyone can have access to the Work or part thereof, at the location and at the time according to their own choice, in particular via a computer or similar network (Section 18, paragraph 2, Copyright Act),
  - 15.16.8 any reproduction (Section 13, Copyright Act), expansion (Section 14, Copyright Act); renting of reproductions (Section 15, Copyright Act) or lending of reproductions (Section 16, Copyright Act);
  - 15.16.9 any use upon fulfilment of the conditions of insubstantial secondary use pursuant to Section 38c, Copyright Act, or in the so-called second plan (i.e. as a secondary component of the depicted plot), including the right to provision or assignment of permissions pursuant to this letter to third parties.
- 15.17 The Provider shall be entitled to in any way process the Work, change it, modify it, associate it with other copyright works or create from the Work other derivative works.
- 15.18 The Provider shall be entitled, but not obliged to use the licence granted by the User via these GCT.
- 15.19 The Provider shall be entitled to automatically provide to a third party the authorization and permissions forming part of this license granted by the User in whole or in part, for consideration or free of charge, including or without permission for subsequent provision (in whole or in part, for consideration or free of charge).
- 15.20 The Provider shall be entitled to automatically assign to a third party the authorization forming part of this license granted by the User in whole or in part, for consideration or free of charge, including or without permission for subsequent provision or assignment (in whole or in part, for consideration or free of charge).
- 15.21 If the Work or part thereof is included or associated with another work, the Provider shall be entitled to freely provide and/or assign permissions to such works without any restrictions, for consideration or free of charge.

## **16. RESOLVING DISPUTES**

- 16.1 The rights and obligations of the Contracting Parties arising from the Framework Agreement, GCC and Partial Agreements are governed by the Civil Code and by the other relevant legal regulations of the Czech Legal Order.
- 16.2 The Parties have agreed that neither of them shall be entitled to assign their rights and obligations arising from the Framework Agreement to a third party without the prior written consent of the other Contracting Party.
- 16.3 The Parties undertake to make every effort to eliminate mutual disputes arising on the basis of the Framework Agreement, GCC and Partial Agreements, or in relation thereto, including disputes about their interpretation or validity, and to endeavour to amicably resolve these disputes firstly through meetings between their contact persons or authorized representatives.
- 16.4 If they are not resolved amicably, all disputes arising from the Framework Agreement, GCC and Partial Agreements, or in relation thereto, including disputes about their interpretation or validity, shall be decided on in accordance with legal regulations before competent and locally competent general courts.

## **17. VALIDITY AND EFFECT OF THE AGREEMENT**

- 17.1 The Framework Agreement shall become effective on the date it is concluded. The Framework Agreement is concluded for an indefinite period of time.
- 17.2 Each of the Contracting Parties shall be entitled (even without providing a reason) to give notice to the Framework Agreement at the moment when the other Contracting Party receives the written notice.
- 17.3 The Provider shall be entitled to immediately withdraw from the Framework Agreement in the event of a significant breach of the Framework Agreement. A significant breach of the Framework Agreement shall be considered primarily, but not exclusively, activities with which Article 13 of these GCC associates the establishment of an entitlement to a contractual penalty.
- 17.4 The fulfilment mutually provided by the Contracting Parties pursuant to the Framework Agreement before the effect of withdrawal from the Framework Agreement is not unjust enrichment of the Parties; the provisions of Section 2991, Civil Code, shall not be used.
- 17.5 Upon the termination of effect of the Framework Agreement, provisions on information protection, applicable law and the settlement of disputes shall not be affected, nor any other provisions and claims from the nature of which arises that they should last after the expiry of this Framework Agreement.

## **18. CLOSING PROVISIONS**

- 18.1 These GCC may be amended on the basis of a unilateral act on the part of the Provider. The Provider shall be obliged to inform the User of such amendments by publishing information in the Web Application, at least 15 days before the effect of the amendment. Amendments are subject to the proper implementation of notifications pursuant to the preceding sentence of this provision, always effective as of the date stated in the amended document. In the event that the date of effect is not stated in the amended document, the amendments to the document shall become effective on the first day of the month following the expiration of the time period pursuant to the second sentence of the provision. As part of the relationship, the GCC version effective at the time a Partial Agreement is concluded shall always be used. In the event of substantial GCC amendments, the User shall be entitled to give notice to the Framework Agreement without providing any reason.
- 18.2 The Contracting Parties shall not be entitled to assign any of their receivables from the Framework Agreement, or this Framework Agreement, to a third party without the prior written consent of the other Contracting Party.



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## THE PRINCIPLES OF PERSONAL DATA PROTECTION

### 1. INTRODUCTION

We have prepared this Declaration of Personal Data Protection for you in order that you may acquaint yourself with how we collection, process, use and protect your personal data, and in doing so help protect your privacy.

We handle your personal data in accordance with the legislation in force, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), Act No 127/2005 of the Czech Republic, on electronic communications, as amended, and Act No 480/2004 of the Czech Republic on certain services of the information society, as amended.

We would also like to use this Declaration of Personal Data Protection to clarify the most important terms and processes which we use to protect your personal data and to answer any questions that you might have in relation to the collection, processing and storage of your personal data.

### 2. SUPERVISION

We make sure that we adhere to all set and binding rules and security measures when handling your personal data in any way and therefore hope that the situation will not arise in which you are unhappy with our treatment of you.

If there are situations in which you disagree with the way in which we process your personal data, you may contact:

**Úřad pro ochranu osobních údajů (Office for Personal Data Protection),**  
**address: Pplk. Sochora 27, 170 00 Prague 7,**  
**tel.: 234 665 111**  
**web: [www.uoou.cz](http://www.uoou.cz)**

### 3. OUR APPROACH

We consider personal data protection to be fundamental and therefore pay considerable attention to this area.

You can therefore be sure that we handle your personal data with proper care and in accordance with the legal regulations in force and that we protect your personal data to the maximum possible extent and to a high technical standard.

In order that you may understand the way in which we protect your personal data, we recommend that you carefully read this Declaration of Personal Data Protection.

We respect the following principles when processing your personal data:

- **the principle of lawfulness**, which imposes on us the obligation to invariably process your personal data in accordance with legal regulations and based on at least one legal ground;
- **the principle of fairness and transparency**, which imposes on us the obligation to process your personal data in an open and transparent manner and to provide you with information on the manner of their processing, together with information on to whom your personal data will be disclosed (for example, in the case that we store your personal data on data storage sites – clouds – outside the European Union and the European Economic Area). Our obligation to inform you in cases of serious breach of security or leak of personal data is also included here.



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- **the principle of purpose limitation**, which allows us to collection your personal data only for a clearly-defined purpose;
- **the principle of data minimisation**, which imposes on us the obligation to process only such personal data as is adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- **the principle of accuracy**, which imposes on us the obligation to take every reasonable step to ensure that we regularly update or rectify your personal data;
- **the principle of storage limitation**, which imposes on us the obligation to store your personal data only for the period of time which is required for the specific purpose for which they are processed (for example, for the time for which marketing consent has been given, if this is not withdrawn before the expiration of that time). As soon as the period of time for processing has expired or the purpose of processing ceases to exist, we erase or anonymise your personal data, meaning that it cannot be connected to you;
- **the principle of integrity and confidentiality, of indisputability and availability**, which imposes on us the obligation to safeguard and protect your personal data from unauthorised or unlawful processing, loss or destruction. For these reasons we take numerous technical and organisational measures to protect your personal data. At the same time, we make sure that only selected employees have access to your personal data;
- **the principle of accountability**, which imposes on us the obligation to demonstrate compliance with the conditions specified above.

#### 4. WHO TO CONTACT WHEN YOU HAVE QUESTIONS OR DOUBTS

If anything is unclear to you in any part of this Declaration or if you have any question or remark in relation to the protection of your personal data, please contact our Data Protection Officer at ŠKODA AUTO DigiLab: [dpo@skodaautodigilab.com](mailto:dpo@skodaautodigilab.com), [www.skodaautodigilab.com](http://www.skodaautodigilab.com).

#### 5. WHAT ARE PERSONAL DATA, HOW ARE THEY DIVIDED?

Personal data are such information which makes it possible to identify you. They are therefore such information which is specifically attributable to you.

Personal data are not anonymous or aggregated data, meaning such data that we are unable to unambiguously connect to you.

We divide personal data into the following categories:

- **basic data**, for example your first name, surname, date of birth, Identity Card (or other document) number;
- **special categories of personal data**, meaning sensitive personal data, i.e. data of a highly personal nature that captures, for example, information about your medical condition.

We further divide basic data into individual categories, an overview of which you will find in **Chapter 15. Categories of Data**.

#### 6. LEGAL GROUNDS FOR PROCESSING YOUR PERSONAL DATA

We obtain your personal data from you and handle it thereafter only and solely to the required extent and to achieve the relevant purpose. You provide us with your personal data on a voluntary basis and in cases which

personal data have been provided based on your consent, you may ask demand the erasure of processed personal data, if certain conditions are met (for more details see **Chapter 10. Your Rights**).

In certain cases, for example entering into a contract for the provision of our services, we require that you provide personal data to the necessary extent at the stage at which you place a binding order for such a service. Without such data we would not be able to meet your requirements and conclude the relevant contract with you, particularly with regard to the performance of our legislative obligations, but also in order that we are able to protect our legitimate interests.

Below we outline the grounds, laid down by legislation, based on which we are authorised to process your personal data.

The following are among the main grounds for processing your personal data:

- **Consent** – you give us consent for one or more specific purposes (for example, for sending out commercial communications). We adhere to the following rules for obtaining consent to process your personal data: i) we will always obtain consent to process your personal data separately, meaning that giving consent is not included in the wording of a contract or other arrangement; ii) the wording of consent will always be understandable, iii) you always give your consent actively, meaning that no boxes will be crossed off in advance, and iv) you will provide separate consent for each and every purpose of processing.
- **Performance of a contract** – here we require your personal data for the purpose of entering into a contractual relationship and subsequent performance of that contract, and also prior to entering into a contract (for example, the order which precedes the conclusion of a contract).
- **Fulfilment of a legal obligation** – here we require your personal data for the purpose of processing them in order to fulfil our legislative obligation as a data controller.
- **Legitimate interest** – processing your personal data is essential to our legitimate interests, although not in cases when your interests or your fundamental rights and freedoms prevail over our interests.

The following are marginal grounds for processing your personal data:

- **Protecting the interests of data subjects** - processing your personal data is required in order to protect your vital interests or those of another natural person (individual).
- **Public interest** – we are obliged to process your personal data in order to execute a task which we have in the public interest, or for the execution of public authority with which we are entrusted, as the data controller.

## 7. WAYS OF PROCESSING PERSONAL DATA

You will find details of the ways in which we process your personal data above in the Informative Memorandum.

## 8. THE REASONS FOR PROCESSING PERSONAL DATA

As we specified in Chapter 6. The Legal Grounds of Processing Your Personal Data, each and every case of processing your personal data must be based on a legal ground.

Below, therefore, we present examples of the situations in which we will require your personal data most frequently and the ground on which we will do so:

- **Recruiting new employees** – the legal ground here is entering into an employment contract and fulfilling our lawful obligations.



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- **Downloading and using mobile applications** – the legal ground here is entering into a contract and performing a contract on the use of an application.
- **Marketing purposes** – the legal ground here is giving consent to being sent commercial communications.
- **Saving the cookies required for the functioning of our website** – the legal ground here is our legitimate interest, since the saving of cookies is required for the proper functioning of the website.

## 9. PERSONAL DATA PROTECTION

Protecting your personal data is very important to us and we therefore take the technical and organisation measures outlined below in order to safeguard the security of your personal data. Such measures include:

- **Checking physical access** – we store all data in such a way that we protect access to them, meaning that the places in which they are stored are secured by technical means such as chip cards, keys, electronically lockable doors, etc.
- **Controlled access** – we do not allow anyone to access any system on which personal data is stored without first entering the relevant password, meaning that only authorised persons have access to data.
- **Access control** – we have put such measures in place to prevent unauthorised reading, copying, alteration, removal from the system or other handling of data.
- **Creating pseudonyms** – we “alter” personal data during processing, meaning that such data are not attributable to a specific person (so-called pseudonymisation).
- **Checking transfer** – we protect all handling of personal data in the case of electronic transfer such that there is no unauthorised reading, copying, alteration or erasure during transfer.

## 10. YOUR RIGHTS

Personal data protection would naturally be incomplete were you to have no rights in relation to such protection. Below you will therefore find a list of the rights which you have in relation to personal data protection, and a practical explanation of exercising these.

- **The right to the provision of information on the processing of personal data** entitles you to receive information to concern our full identification as the controller of your personal data, together with contact details to our data protection officer. At the same time, you are entitled to know the legal ground for processing (for example, performance of a contract), the purpose (for example, contracts on the provision of our services) or information about the duration of storing personal data. We will always inform you, in advance, of the legal ground and purpose of processing before we begin processing your personal data.
- **The right of access to personal data** entitles you to obtain information from us, subject to request, on whether we process your personal data and if so, to what extent. At the same time, you have the right to request a copy of the processed personal data. If you request, we are also obliged to inform you of the purpose of processing, the recipient of processed personal data and any other related information.
- **The right to rectification** allows you, for example, to ask us to change any of the personal data which we have processed about you if there is a change to that information (for example, a change of surname, a change of address, etc.).



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We, as a personal data processor, are not obliged to actively find out whether the personal data which we collect about you are up-to-date, incorrect or inaccurate; nonetheless, if you do inform us of this, it is our obligation to attend to your comment or request. You also have the right to ask us to supplement your personal data, assuming that the same conditions are met.

- **The right of erasure** is commonly referred to as the “right to be forgotten” and imposes on us, as the personal data controller, the obligation to destroy your personal data in the following cases:
  - the purpose of processing no longer exists (for example, the expiration of a contractual relationship);
  - you withdraw your consent to personal data processing and there is no other ground for processing your personal data (for example, withdrawing consent for marketing purposes on the condition that you do not have any contractual relationship in place with us);
  - to object to personal data processing (on the condition that this is valid and there is no legal ground to process your personal data);
  - we are required to erase your data in accordance with the legislation in force (for example, the obligation to shred).
  
- **The right to object** is similar to the right to withdraw consent and is exercised in the case that personal data are processed for a legitimate interest (for example, to protect our property). You can also raise an objection if your personal data are processed for direct marketing purposes. In justified cases, your personal data will be erased (after your objection has been acknowledged as being valid) and we will no longer process that data.
  
- **The right of portability of personal data:** in the case that you ask us to transfer your personal data to another controller, we are obliged to provide such controller with that data and transfer them in a structured, commonly-used and machine-readable format. This right may be exercised only when processing is based on consent or on a contract and, at the same time, such processing is automated, meaning such processing which is done only using technical means based on a pre-determined algorithm and without any human intervention.
  
- **The right not to be subject to a decision based solely on automated processing** means that, in the event that the processing of your personal data is to be the basis of a decision, for example when evaluating your solvency before providing a service, you have the right to request that your personal data be evaluated by a human.

## 11. CONTROLLER AND PROCESSOR

In cases in which you provide us with your personal data, for example when using our services, when you communicate with us as part of our marketing campaigns or make inquiries of us, we take on the role of controller of your personal data.

As personal data controller, we thereafter determine the purpose and means of processing your personal data.

Processing is deemed to be any operation or set of operations with personal data, for example collection, processing, sorting, structuring, etc.

As the controller of your personal data, we are also responsible for fulfilling all obligations and adhering to all principles relating to personal data protection, in particular ensuring adequate safeguarding. If there is a security breach involving your personal data, something that we obviously try to avoid, we are obliged to notify Úřad pro ochranu osobních údajů (Office for Personal Data Protection) of this situation within 72 hours.

If, however, the security breach involving your personal data poses a higher risk, we are also obliged to notify you; this is conditional on us having up-to-date contact details.



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A **processor** is whoever we, as the controller, transfer your personal data to and whoever handles that data thereafter, in accordance with the instructions which we provide. For example, our business partners, or external marketing agencies that send you commercial and marketing communications on our behalf.

To make sure that your personal data are processed in accordance with valid legislation and are provided with an adequate level of safeguarding, we have entered into a written contract for personal data processing with a processor.

## 12. THE RULES OF SHARING YOUR PERSONAL DATA WITH 3<sup>RD</sup> PARTIES

The rules according to which we share your personal data with their processor are divided into two categories.

The first category covers sharing personal data within the European Union and European Economic Area and the second covers sharing to a third country outside the European Union and European Economic Area and sharing with an international organisation.

For us to be able to share your personal data with a processor within the European Union and European Economic Area, we must attend to the fact that this involves:

- sharing personal data for a specific purpose (for example, the preparation of a marketing campaign);
- transferring personal data only to the extent which is clearly-defined and required;
- transfer executed based on a duly concluded contract for personal data processing;
- sharing in a secure manner (encryption, pseudonymisation, etc.).

If we share your personal data to a third country outside the European Union and European Economic Area or to an international organisation, we do so solely based on standard contractual clauses, meaning the specimen contract issued by the European Commission, and we will only transfer to entities domiciled in countries which, according to a decision of the European Commission, ensure adequate protection of personal data.

## 13. WHEN ARE YOU A PERSONAL DATA SUBJECT?

You are only a personal data subject in your capacity as a natural person (individual); the legal regulation of personal data protection does not therefore apply to legal persons, typically commercial companies, cooperatives, societies, etc.

We can assign you to one of two basic categories based on these legal grounds. We understand the first category to be customers, in that you become a customer in the event that we process your personal data with the aim of entering into and performing contracts for the use of our services.

The second category of subjects of the personal data which we process we term third parties, in that you become a third party, for example, when you give us consent to send you marketing communications or when you use our website without at the same time being our customer. If you want to know when and under which conditions you are able to know the scope of the personal data which we process about you, or if you want to have the personal data which we process about you removed, please read Chapter **10. Your Rights**, in which individual procedures and the conditions of these are explained.

## 14. TERMS



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- **sensitive data**  
Data of a special nature, for example information about your health or biometric data which makes it possible to identify a person (currently termed a “special category of personal data” by legislation).
- **cookies**  
A short text file which a visited website sends to the browser. This allows the website to record information about your visit, for example, preferred language and other settings. Your next visit to the site might therefore be easier and more productive. Cookie files are important. Without them, it would be far more difficult to move around the website.
- **legitimate interest**  
The interest of the controller or of a third party, for example in the situation in which the data subject is a customer of the controller, but excluding cases in which the interests of the subject or his or her fundamental rights and freedoms prevail over such interests.
- **personal data**  
Information about a specific, identifiable person.
- **recipient**  
A person to whom data are provided.
- **service**  
Any of the services which we offer, including our products, services offered online and support for them.
- **controller**  
The person that determines the purpose and means of processing personal data; the controller may entrust processing to a processor.
- **data subject**  
A living person to whom personal data relates.
- **purpose**  
The reason for which the controller uses your personal data.
- **processing**  
The activity which the controller or the processor carries out with personal data.
- **processor**  
A person that processes personal data for the controller.

## 15. CATEGORIES OF PERSONAL DATA

Below you will find the individual categories of personal data and a list of the specific data which we include in them.

- **Identification data:** first name, surname, surname at birth, title before or after name, sex, language, place of residence, place of permanent residence, date and place of birth, date of death, nationality / citizenship, personal identifier (assigned by the company), type of document, number of diplomatic passport, Identity Card number, social security number, driving licence number, passport number, validity of document, data and place of issue of document, photograph from proof of identity, registration for application, date of creation /



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cancellation of record, employee number, employer, employment position, number of journalist accreditation, signature.

- **Contact information:** mailing address, address of workplace, telephone number, fax, e-mail address, data box, contact details on social media.
- **Psychological characteristics:** any information about nature / personality / mood / state of mind.
- **Physical characteristics:** any physical characteristics (colour of hair, eyes, height, weight, etc.).
- **Risk profiles:** cybernetic risk, AML risk, anti-fraud risk, CFT risk, embargo risk, PEP, other security risk.
- **Data about family and other persons:** marriage, partnership, marital status from, number of children, information about household, first name and surname of child, date of birth of child, information about another person (relative and other relationships).
- **Descriptive data:** social status (student, employee, self-employed, no income), work function and experience, skills, education, qualifications, lifestyle, habits, free time and travelling, membership of, for example charity or voluntary organisations, information about the area in which the data subject lives, information about housing, significant moments in the life of the subject (moving home, obtaining a driving licence), health insurance company code, firearm licence (yes/no), right-handed/left-handed, number of EHIC licence, preferred dealer, copy of document of incapacity to work, segmentation.
- **Copy of personal document or other public instrument:** copy of Identity Card, copy of passport, copy of invalidity card or invalidity requiring an assistant card, copy of driving licence, copy of diplomatic passport, copy of certificate of roadworthiness, Personal Number.
- **Data about race or ethnic origin:** race or ethnic origin.
- **Data about religion or philosophy:** religion or philosophy.
- **Data about membership of unions:** membership of unions.
- **Genetic data:** genetic data.
- **Biometric data:** biometric data (signature, photograph).
- **Data to concern criminal convictions and crimes or related security measures:** data to concern criminal convictions and crimes or related security measures.
- **Data about medical condition:** physical health, mental health, risk situations and risky behaviour, invalid, invalid requiring an assistant, blood type, data on medical care, data on sex life or sexual orientation;
- **Pay and similar data:** salary / remuneration, compensation for salary, average earnings, bonuses / drawing of benefits, deductions from salary, method of paying salary, expenses, private account number, consumption of internal sources, insurance, taxes and levies, declaration of a taxpayer, tax return and documents, data about the assets of an employee.
- **CVs, accompanying letters and records of selective procedure:** CV, accompanying letter, records and results of selective procedure.



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- **Data on the performance of work activities:** work position, superior, working time & public holiday, holiday time, sickness, maternity/parental leave, interruption of career, time sheets, incidents, calendar, home office, information about business trips and other changes to the employment relationship, entrusted equipment and other items of value, ICT property, number of hours worked, training undertaken, access rights, logbook of occupational injuries, performance of work activities for a third party, gifts received and delivered.
- **Appraisal and associated communication:** feedback from employees, responses in surveys, complaints / ideas / proposals / applications / inquiries and how these are settled, servicing requirements, appraisal records, internal sanctions, self-assessment, personal objectives and KPI.
- **Other identification and contact data for an employee:** number of employee card, access rights, work e-mail accounts, work telephone number, passwords within internal IT systems, access/logs for internal IT systems – VPN connection, data about employees from the group.
- **Transaction data:** bank account number, number of debit / credit card, authorisation / power of attorney, date of transaction, size of transaction.
- **History of trading:** transactions and contracts, including related information, offers / inquiries of commercial opportunities, subject-matter, date, place of transaction, reminders, information about trading within the group.
- **Data about internal controls and investigations:** records from internal investigation, cases of whistle-blowing, internal system logs, logs relating to Internet use / operation, logs relating to the use of e-mail services / operation, logs relating to the use of means of telecommunications / operation.
- **Photographs / videos:** photographs / videos.
- **Voice recordings:** voice recordings.
- **Communication, interaction and profiles derived from the following data:** chat (instant messaging), conversations, e-mail communication, behaviour or surfing / clicking / searching and listening / browsing relating to the Internet / e-mails / media / applications, information obtained from feedback / surveys / remarks / proposals / complaints in relation to the controller, consent / non-consent to type or form of communication.
- **Localisation data:** localisation data based on GPS, beacon technology, localisation data derived from other operations (for example, card payment to a retailer on the premises).
- **Network identifiers:** Mac address, IP address, Device Fingerprint, cookies or similar technology of information about a browser.



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## Information about personal data processing within the Uniqway project

With this document, we provide you, as the joint personal data controllers – the company ŠKODA AUTO DigiLab s.r.o., having its registered office at: Jankovcova 1603/47a, Holešovice, Prague 7, Postcode 170 00, Company ID Number: 05976359. entered in the Commercial Register maintained at the Metropolitan Court in Prague, file number C 274001 (hereinafter referred to as “ŠKODA AUTO DigiLab”), and the company Smart City Lab s.r.o., having its registered office at: Jankovcova 1603/47a, Holešovice, Prague 7, Postcode 170 00, Company Number: 06048757. entered in the Commercial Register maintained at the Metropolitan Court in Prague, file number C 275197 (hereinafter referred to as “Smart City Lab”), - information about personal data processing and the rights which you have in relation to the relevant processing.

Processing will be done within the bounds of the following activities:

### Uniqway

#### 1. Purpose of processing:

Registration of user for the Uniqway platform

#### Description of the purpose of processing:

We will process your personal data in order that we can register you as a user of the Uniqway platform. Given that this service is intended for a limited group of persons, we shall require you to present an Identity Card, driving licence and ISiC card for perusal for the purposes of your registration.

#### Description of legal basis of processing:

We must process personal data to be able to enter into a contract with you, or so that we can fulfil a contract that you have concluded. The provision of your personal data is a contractual requirement and if you do not provide them, we will not enter into a contract with you or will be unable to fulfil a contract already concluded with you.

#### Categories of personal data which we process:

Identification data, contact data

#### Period of processing and archiving:

We process personal data for the length of duration of the contract.

#### Categories of other processors or recipients to whom we may provide personal data:

ŠKODA AUTO a.s.; universities (ČZU - Czech University of Life Sciences, VŠE – University of Economics, ČVUT – Czech Technical University); servicing agencies, marketing agencies, analytical and statistical companies

Your personal data may be provided to public authorities, in particular courts, the Police of the Czech Republic and other law enforcement bodies in criminal proceedings at the request of such bodies, to the required extent and within the bounds of the law.

#### Origin of personal data:

Directly from you

#### Transfer of personal data to third countries or international companies?

Your personal data will not be transferred to third countries or international companies within the bounds of the processing in question.

#### Automated decision-making based on personal data:

This will not occur within the bounds of this processing.

#### Other information

Personal data may be archived in the public interest and used for the purposes of scientific, historical or statistical research.



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## 2. Purpose of processing:

Provision of the car-sharing service within the bounds of the Uniqway project.

### Description of the purpose of processing:

In relation to from your registration as a person authorised to use car-sharing services within the bounds of the Uniqway project, we will process your personal data in order that a contract of lease may be concluded with you for one of the available vehicles from the Uniqway fleet and so that we can fulfil the contract which you have concluded with us.

### Description of legal basis of processing:

We must process personal data to be able to enter into a contract with you, or so that we can fulfil a contract that you have concluded. The provision of your personal data is a contractual requirement and if you do not provide them, we will not be able to enter into a contract with you or will be unable to fulfil a contract already concluded with you.

### Categories of personal data which we process:

Identification data, contact data, transaction data, data associated with technology and equipment

### Period of processing and archiving:

We process personal data for the length of duration of the contract.

### Categories of other processors or recipients to whom we may provide personal data:

ŠKODA AUTO a.s.; universities (ČZU - Czech University of Life Sciences, VŠE – University of Economics, ČVUT – Czech Technical University); servicing agencies, marketing agencies, analytical and statistical companies

Your personal data may be provided to public authorities, in particular courts, the Police of the Czech Republic and other law enforcement bodies in criminal proceedings at the request of such bodies, to the required extent and within the bounds of the law.

### Origin of personal data:

Directly from you

### Transfer of personal data to third countries or multinational companies?

Your personal data will not be transferred to third countries or to any other multinational companies within the bounds of the processing in question.

### Automated decision-making based on personal data:

This will not occur within the bounds of this processing.

### Other information

Personal data may be archived in the public interest and used for the purposes of scientific, historical or statistical research.



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### 3. Purpose of processing:

Archiving the personal data of former users of the UniQway platform

#### Description of the purpose of processing:

If a contract which you have concluded with us expires, for example as a result of you cancelling your registration, we will continue to process your personal data even after your account has been cancelled to the extent required to protect us from any claims which might be brought against us.

#### Description of legal basis of processing:

We have legitimate interest in carrying out this processing. This legitimate interest involves protecting us from any claims which might be brought against us.

#### Categories of personal data which we process:

Identification data, contact data, transaction data, data associated with technology and equipment

#### Period of processing and archiving:

We shall archive your personal data for a period of 3 years following the expiration of the concluded contract.

#### Categories of other processors or recipients to whom we may provide personal data:

Your personal data may be provided to public authorities, in particular courts, the Police of the Czech Republic and other law enforcement bodies in criminal proceedings at the request of such bodies, to the required extent and within the bounds of the law.

#### Origin of personal data:

Directly from you

#### Transfer of personal data to third countries or international companies?

Your personal data will not be transferred to third countries or international companies within the bounds of the processing in question.

#### Automated decision-making based on personal data:

This will not occur within the bounds of this processing.

#### Other information

Personal data may be archived in the public interest and used for the purposes of scientific, historical or statistical research.



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**4. Purpose of processing:**

Sending out marketing communications

**Description of the purpose of processing:**

We shall process your data in order that we may inform you of news about the Uniqway platform or if you have requested that a newsletter be sent to you, either at the Uniqway website or through other channels of communication.

**Description of legal basis of processing:**

We are authorised to process your personal data based on the consent to personal data processing which you have given us. If you have not given us your consent, we will not process your personal data for this purpose.

**Categories of personal data which we process:**

Contact details

**Period of processing and archiving:**

For a period of 3 years after you have given consent.

**Categories of other processors or recipients to whom we may provide personal data:**

Your personal data may be provided to public authorities, in particular courts, the Police of the Czech Republic and other law enforcement bodies in criminal proceedings at the request of such bodies, to the required extent and within the bounds of the law.

**Origin of personal data:**

Directly from you

**Transfer of personal data to third countries or international companies?**

Your personal data will not be transferred to third countries or international companies within the bounds of the processing in question.

**Automated decision-making based on personal data:**

This will not occur within the bounds of this processing.

**Other information**

Personal data may be archived in the public interest and used for the purposes of scientific, historical or statistical research.



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## What are your rights?

You have the following rights in relation to personal data processing:



Access to processed personal data



Withdrawal of consent to the processing of personal data



The right to rectify inaccurate or incorrect data or to supplement incomplete data



The erasure of personal data in the event that the purpose of processing ceases to exist or in the case of unauthorised processing



Restriction or blockage of personal data processing



A statement of personal data in a structured and machine-readable format for yourself, or for another controller



The right to object to personal data processing if you believe that such processing is not authorised



The right not to be the subject of automated decision-making



## How can you exercise your rights?

You may use the following contacts to communicate with ŠKODA AUTO DigiLab and Smart City Lab regarding personal data protection:



Electronically to the following address:  
[dpo@skodaautodigilab.com](mailto:dpo@skodaautodigilab.com)

or



In writing to the following address:  
ŠKODA AUTO DigiLab s.r.o.  
Jankovcova 1603/47a  
170 00 Prague 7 – Holešovice

ŠKODA AUTO DigiLab and Smart City Lab may demand adequate payment in relation to you exercising your rights, in that such payment may not exceed the costs required to deal with your request, if such requests are clearly groundless or unreasonable.



## Data Protection Officer

You may contact the Data Protection Officer at ŠKODA AUTO DigiLab with any questions you might have regarding personal data protection.



[www.skodaautodigilab.com](http://www.skodaautodigilab.com)



[dpo@skodaautodigilab.com](mailto:dpo@skodaautodigilab.com)



## The possibility of lodging a complaint

If you disagree with the way in which we process your personal data, you may lodge a complaint with the Data Protection Officer at ŠKODA AUTO DigiLab or lodge a complaint with the supervisory authority.



Úřad pro ochranu osobních údajů (Office for Personal Data Protection)  
Pplk. Sochora 27  
170 00 Prague 7



+420 234 665 111



<http://www.uoou.cz/>