

# GENERAL TERMS AND CONDITIONS FOR FISHSURFING PRO SUBSCRIPTION

issued by the company

**FISHSURFING s.r.o.**

with its registered office at Hráského 2231/25, Chodov, 148 00 Prague 4, ID No.: 287 09 047,  
registered in the Commercial Register maintained by the Municipal Court in Prague under No.  
C 212833

Contact email: support@fishsurfing.com

(hereinafter referred to as "**Fishsurfing**")

## 1. GENERAL PROVISIONS

- 1.1. These General Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") have been prepared in accordance with the provisions of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as "**Civil Code**") and Act No. 634/1992 Coll., on Consumer Protection (hereinafter referred to as "**Consumer Protection Act**").
- 1.2. Fishsurfing operates a social network called "Fishsurfing", accessible through the website www.fishsurfing.com and also as a mobile application on the Google Play and the App Store platforms (hereinafter referred to as the "**Social Network**"). The Social Network allows registered users to access the Fishsurfing PRO membership services, which are fee-based digital services including, but not limited to, enhanced or additional user services provided on the Social Network (hereinafter referred to as the "**Services**"), subject to the terms and conditions outlined below.
- 1.3. In accordance with Section 1751(1) of the Civil Code, the Terms and Conditions govern the mutual rights and obligations arising in connection with or under a contract for the provision of digital content (hereinafter referred to as the "**Contract**") entered into between Fishsurfing and the Customer via the Social Network, concerning digital access to the Services for a specified period (hereinafter referred to as the "**Subscription**").
- 1.4. A Customer is either i) a consumer within the meaning of Section 2(1)(a) of the Consumer Protection Act (hereinafter referred to as "**Consumer**"), or ii) a person other than a consumer (these two types of Customers are hereinafter collectively referred to as "**Customer**").

## 2. USER ACCOUNT

- 2.1. If the Customer wishes to enter into a Contract and access the Services, the Customer is required to create a user account (hereinafter referred to as "**User Account**") by registering on the Social Network. The conclusion of Contracts without registration is not permitted on the Social Network.
- 2.2. The information provided by the Customer in the User Account is considered by Fishsurfing to be accurate and truthful. for ensuring the accuracy of this information and for keeping it up to date.
- 2.3. The user account may not be available at all times, particularly due to necessary maintenance of hardware and software.

## 3. CONCLUSION OF THE CONTRACT

- 3.1. The various Subscription options, including the subscription period and price, are available on the Social Network, primarily in the order form for the Services. All fees and prices are displayed in the currency corresponding to the country in which the Customer is registered and include VAT. In the Czech Republic, all fees and prices are set in Czech crowns (CZK). The currency may be adjusted depending on the Customer's location.

- 3.2. To conclude the Contract, the Customer must first log into their User Account. The Customer then selects the desired form of Subscription in the order form. The order form includes, in particular, the following information:
  - a) the selected Subscription, specifically the length and price of the Subscription, the method of payment for the Subscription price (hereinafter collectively referred to as the "**Order**").
- 3.3. The Customer submits the Order to Fishsurfing by clicking the "FINISH ORDER AND PAY" button. By clicking this button, the Customer is directly redirected to the payment gateway.
- 3.4. Payment of the Order constitutes the conclusion of the Contract between the Customer and Fishsurfing. As soon as possible after the conclusion of the Contract, Fishsurfing will send a confirmation of the Contract, including the text of these Terms and Conditions, to the Customer's email address.
- 3.5. In the event that an incorrect price is listed on the Social Network and the Subscription Order is placed at such an incorrect price, Fishsurfing reserves the right to cancel the Order. In such a situation, Fishsurfing will promptly notify the Customer by email of the cancellation of the Order and refund the amount paid.
- 3.6. Fishsurfing may withdraw from the Contract if it is apparent that the Customer has deliberately provided incorrect information in the Order. If the Customer is not a Consumer, Fishsurfing reserves the right to withdraw from the Contract at any time, even without giving any reason.
- 3.7. The Customer agrees to the use of remote means of communication for the conclusion of the Contract. Any costs incurred by the Customer in using remote means of communication in connection with the conclusion of the Contract (e.g., internet connection or telephone call costs) shall be borne by the Customer, and such costs shall not differ from the basic rate.

#### **4. PRICE AND PAYMENT TERMS**

- 4.1. If there is a discrepancy between the price stated for the Subscription and the price stated in the Order, the price stated in the Order will prevail.
- 4.2. The Customer may pay the Subscription price and any costs associated with accessing the Services under the Agreement to Fishsurfing in the following ways:
  - a) Online card payment when paying via the Social Network's website. In this case, payment is made via the payment system indicated in the order form, and payment is subject to the terms and conditions of that payment system.
  - b) Mobile payment when paying via the Social Network app. Depending on the type of device and operating system, the Customer can pay via Apple Pay or Google Pay, provided this payment method is supported in their country.
- 4.3. Upon successful payment, the Customer will receive a confirmation of payment sent to their e-mail address or by another method chosen by the Customer.

#### **5. ACCESS TO AND USE OF SERVICES BY THE CUSTOMER**

- 5.1. The Services will be made available to the Customer without undue delay after the relevant payment has been credited to Fishsurfing's bank account, the payment has been identified, or the Customer's payment has been successfully processed.
- 5.2. The Subscription will commence at the time access to the Services is granted, and the Subscription Period will begin from that point.
- 5.3. The Customer is entitled to access the Services for the duration of the relevant Subscription Period after fulfilling the necessary conditions (in particular, the creation of a User Account and payment). Access to the Services requires an internet connection.

- 5.4. The Customer is not obligated to use the Services under the Subscription, but Fishsurfing is entitled to full payment for the Subscription regardless of whether the Customer has actually utilized the Services during the Subscription Period.
- 5.5. Only the Customer to whom the User Account belongs is entitled to use the Services. The User Account is non-transferable, and the Customer shall not provide or disclose their User Account login details to any third party, nor allow any third party to use the Subscription, either for free or for commercial purposes.
- 5.6. The Agreement does not grant the Customer any license to the content of the Services. The Customer is not entitled to use any text or photographs beyond personal use.
- 5.7. Fishsurfing does not guarantee unlimited availability of the Social Network or the Services. To the extent permitted by law, Fishsurfing makes no warranties regarding the functionality, content, availability, or stability of the Services.
- 5.8. Fishsurfing shall not be liable for any inability to access the Services caused by the technical characteristics of the Customer's equipment (whether software or hardware), or for any damage caused by the unsuitability, functionality, or operation of the Customer's equipment. The Customer is responsible for ensuring that their equipment meets the necessary requirements for accessing and properly using the Services.
- 5.9. Fishsurfing is entitled to temporarily suspend the provision of the Services at any time, for example, for reasons of security, force majeure, a decision of a competent authority or court, or to carry out necessary operations for the functioning or maintenance of the system. Such suspension will not be considered a breach of Fishsurfing's obligations. If possible, Fishsurfing shall inform the Customer in advance, or otherwise within a reasonable period of time, via a notice on the Social Network, stating the reason and the expected duration of the suspension.
- 5.10. Fishsurfing may terminate or suspend the provision of the Services if the Customer breaches their obligations under these Terms or if Fishsurfing has reasonable grounds to suspect that the Subscription is being used by more than one person under a single User Account.
- 5.11. Fishsurfing is entitled to terminate this Agreement immediately in the event of a breach of the Customer's obligations, by sending a cancellation notice via email to the Customer.
- 5.12. Fishsurfing may, at any time, add, modify, or remove features or functionality of the Services, impose storage restrictions, or modify other features based on legitimate reasons. These reasons may include:
  - a) necessary changes to maintain the digital content free of defects,
  - b) updates to the technology used to distribute Fishsurfing's digital content,
  - c) changes to third-party systems for the distribution of digital content (e.g., Android, iOS, or Windows) that cause non-substantial impairments or cost increases for Fishsurfing,
  - d) other technological changes in the market related to similar services,
  - e) amendments or repeals of legislation, or the issuance of new legislation,
  - f) enhancements to existing features of the Services.

In such cases, a Customer who is a Consumer may terminate the Agreement without penalty if the change substantially impairs their access to or use of the digital content. The Customer must exercise this right within thirty days of either being notified of the change or when the digital content was altered, whichever is later. This right to termination does not apply if Fishsurfing allows the Customer to reject the change and continue using the Digital Content in its original form without any additional costs, provided that the content remains free of defects.

## **6. VOUCHERS ASSOCIATED WITH ANNUAL SUBSCRIPTIONS**

- 6.1. Depending on the specific country and the availability of services, Fishsurfing may offer Customers the option to request a one-time voucher for goods or services from one of Fishsurfing's external partners, as currently offered by Fishsurfing, when Customers purchase an Annual Subscription. Fishsurfing reserves the right, at its sole discretion, to determine whether or not to offer Customers the opportunity to obtain a voucher for an Annual Subscription. Customers have no legal entitlement to the offer of a voucher.
- 6.2. A Customer who purchases an Annual Subscription is eligible to receive a maximum of one voucher per Annual Subscription, in an amount equal to the price paid for the Annual Subscription. For example, 12 consecutive monthly Subscriptions purchased in sequence do not constitute an Annual Subscription. The voucher may only be used with a partner selected from the list available in the Social Network's user interface. Fishsurfing reserves the right to modify or discontinue this list at any time without any obligation to provide compensation.
- 6.3. The Customer selects the external partner with whom they wish to redeem the voucher, enters their identification and contact details via the designated form within the user interface, and submits the voucher request by clicking on the confirmation button.
- 6.4. If the Customer requests a voucher for goods or services from one of the available external partners, Fishsurfing will transfer the Customer's contact information (name, surname, email address, and telephone number) to the selected external partner for the sole purpose of issuing and delivering the voucher. This transfer is necessary to fulfill Fishsurfing's contractual obligation to the Customer. The external partner is required to use the Customer's data exclusively for issuing the voucher and communicating with the Customer for the purposes of redeeming the voucher.
- 6.5. The external partner will issue a voucher based on the information provided by Fishsurfing and deliver it to the Customer via the email or phone specified in the voucher request, within the time frame determined by the external partner.
- 6.6. The validity of the voucher and the conditions of its use are governed by the terms and conditions of the external partner who issued the voucher. Fishsurfing is not responsible for the conditions or the implementation of the voucher's use by the external partner. The voucher cannot be exchanged for cash or any other form of compensation. Failure to use the voucher within its validity period does not entitle the Customer to a refund or the issuance of a new voucher.
- 6.7. Any claims relating to goods or services purchased using the voucher must be made by the Customer directly with the external partner. Fishsurfing is not the provider of such goods or services and bears no responsibility for their quality or the manner in which they are provided.
- 6.8. Fishsurfing reserves the right to refuse to issue a voucher if the Customer breaches the terms of the Contract or acts in violation of the law or good morals. The Customer will be informed of such a decision without undue delay.

## **7. RIGHTS FROM DEFECTIVE PERFORMANCE**

- 7.1. Fishsurfing represents that it will provide access to the Services at a quality that can reasonably be expected, taking into account the nature, purpose, and cost of the Services.
- 7.2. The Customer is entitled to notify Fishsurfing of any defects in the Subscription without undue delay after the relevant defect occurs, by email to the address specified at the top of these Terms and Conditions. In the complaint, the Customer must specify the exact nature of the defect and indicate the time period during which the defect occurred.
- 7.3. Fishsurfing is obliged to deliver a confirmation of receipt of the claim to the Customer. If it is not possible to deliver this confirmation immediately, it shall be provided without undue delay, but no later than when the proof of claim settlement is delivered.
- 7.4. If the Services are defective, the Customer may request that the defect be remedied. Fishsurfing may refuse to rectify the defect if it is impossible or unreasonably costly to do so, particularly with regard to the significance of the defect and the value the Subscription would

have had without the defect. The Customer may demand a reasonable discount or withdraw from the Contract if:

- a) Fishsurfing refused to remedy the defect or failed to do so in accordance with the law,
- b) the defect manifests itself repeatedly,
- c) the defect constitutes a material breach of the Contract, or
- d) it is apparent from Fishsurfing's representations or the circumstances that the defect will not be remedied within a reasonable time or without significant inconvenience to the Customer.

7.5. The Customer may send a notice of withdrawal from the Contract to the email address specified at the top of these Terms and Conditions.

## **8. INFORMATION FOR CONSUMERS**

8.1. If the Customer is a Consumer, the provisions of this section of the Terms and Conditions shall also apply to the contractual relationship. For the avoidance of doubt, Fishsurfing clarifies that if the Customer is not a Consumer, the provisions of this section shall not apply to the contractual relationship.

8.2. **The Customer acknowledges and expressly agrees that the provision of the Services will commence immediately upon conclusion of the Contract, before the expiry of the statutory withdrawal period. The Customer understands that in such a case, they will not have the right to withdraw from the Contract in relation to the Services, pursuant to Section 1837(I) of the Civil Code.**

8.3. In the event that a consumer dispute arises between the Customer and Fishsurfing under the Contract, and such dispute cannot be resolved by mutual agreement, the Customer may submit a proposal for out-of-court resolution to the designated entity for out-of-court consumer dispute resolution: the Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Štěpánská 15, 120 00, Prague 2, email: [adr@coi.cz](mailto:adr@coi.cz), website: [ard.coi.cz](http://ard.coi.cz).

8.4. To lodge a complaint regarding the Services or to locate an ADR entity, the Consumer may also use the online dispute resolution platform established by the European Commission at: <http://ec.europa.eu/consumers/odr/>.

## **9. FINAL PROVISIONS**

9.1. These Terms and Conditions and the Agreement are governed by the laws of the Czech Republic. If the Customer is a Consumer and the law of the country of their residence provides a higher level of consumer protection than Czech law, this higher level of protection shall apply to the legal relations with the Customer.

9.2. The Agreement and the Terms and Conditions are available in both Czech and English. In the event of a conflict between the Czech and English versions, the version with which the Customer was familiar when concluding the Contract, or which the Customer has expressly chosen, shall prevail. Unless otherwise specified, the Czech version shall prevail for Czech and Slovak Customers, and the English version shall prevail for other foreign Customers. Once the Customer concludes the Agreement with Fishsurfing, it is stored electronically by Fishsurfing and is not accessible to the Customer.

9.3. The provisions of these Terms and Conditions form an integral part of the Contract. These Terms and Conditions are part of the General Terms and Conditions for the use of the Fishsurfing social network via the website at [www.fishsurfing.com](http://www.fishsurfing.com) (hereinafter referred to as "GTC 1") and the Terms of Use of the Application Fishsurfing (hereinafter referred to as "GTC 2"). In the event of any conflict between GTC 1 or GTC 2 and these Terms and Conditions, the provisions of these Terms and Conditions shall prevail for the purposes of the Contract.

- 9.4. The wording of these Terms and Conditions may be unilaterally changed or amended by Fishsurfing. However, such changes shall not affect the rights and obligations that arose during the validity of the previous version of the Terms and Conditions.
- 9.5. Provisions deviating from these Terms and Conditions may be negotiated in a specific Contract. Such provisions shall prevail over the wording of these Terms and Conditions.
- 9.6. All information regarding the processing of the Customer's personal data is detailed in the Privacy Policy, which is available on the Social Network.
- 9.7. The Customer and Fishsurfing agree to communicate via electronic mail. Fishsurfing's email address is specified at the beginning of these Terms, and the Customer's email address is specified in their User Account.
- 9.8. In the event of force majeure or unforeseeable events (such as natural disasters, pandemics, operational failures, subcontractor failures, etc.), Fishsurfing shall not be liable for any damages caused as a result of or in connection with such events. If the force majeure event lasts for more than 30 days, the parties agree that Fishsurfing has the right to withdraw from the Agreement.
- 9.9. These Terms and Conditions shall take effect **on 1 October 2024**.