

# **CITYMOVE APPLICATION: GENERAL TERMS AND CONDITIONS**

## **1. Definition of terms**

For the purposes of these General Terms and Conditions:

**“BeRider Application”** means the BeRider mobile application, allowing its users to enter into lease agreements for the means of transport provided by the BeRider Application operator.

**“Citymove Application”** means the Citymove mobile application, allowing its Users: (i) to enter into Partial Agreements on the basis of an order, and (ii) unless otherwise stated for the respective Partner Service, also pay the operators of Partner Applications a remuneration for the provision of their services.

**"HoppyGo Application"** means the HoppyGo mobile application that allows its users to enter into lease agreements for vehicles provided by other HoppyGo users. HoppyGo is one of the Other integrated applications.

**"Liftago Application"** means the Liftago Taxi mobile application, allowing its users to arrange the conclusion of passenger transport agreements between users and drivers.

**“MPLA Application”** means the MPLA application that enables its users to pay online parking fees in paid parking zones or parking fees in some private car parks operated by commercial entities on the basis of payment services provided pursuant to Section 3 para. 1 letter c) of Act No. 370/2017 Coll., on Payment Systems.

**“PRE charging stations Application”** means a web interface enabling online payment payments for recharging within the network of charging stations of Pražská energetika, a.s..

**“Partial Agreement”** means an agreement for the provision of the Partner Service concluded between the respective Partner Application operator and the User through the Citymove Application based on an individual order of the Services of the Partner Application operator.

**"Other Integrated Applications"** means mobile applications that are integrated into Citymove at a level where the services provided through such applications can only be used by logging in to the applications themselves referred to by Citymove.

**“Terms and Conditions”** means these General Terms and Conditions for the use of the Citymove Application.

**“Partner Application”** means BeRider Application, Liftago Application, or MPLA Application, either individually or together.

**“Partner Service”** means BeRider Service, Liftago Service, or MPLA Service.

**“Service”** means the performance of ŠADL consisting of granting a license to use the Citymove Application under which the User is entitled to use the Citymove Application, in particular for the purpose of (i) seeking an offer of services provided by the operators of Partner and Other Integrated Application, (ii) placing orders of (reserving) the Partner Services and / or conclusion of the Partial Agreement and, if applicable, (iii) payments for individual services under the Partial Agreement to the account of the Partner Application operators.

**“BeRider Service”** means the services provided to users of the BeRider Application, in particular the lease agreements for the means of transport.

**“HoppyGo Service”** means the services that are provided to users of the HoppyGo Application, in particular the vehicle rental service.

“**Liftago Service**” means the services provided to users of the Liftago Application, in particular the service of arranging the conclusion of passenger transport agreement between users and drivers.

“**MPLA Service**” means the services provided to users of the MPLA Application, in particular the Online Parking Payment Service in paid parking zones and the Online Parking Payment Service at some private car parks operated by commercial entities.

“**PRE charging stations Service**” means the services provided to users of Pražská energetika, a.s., consisting mainly in displaying the network of charging stations and in online payment via a web interface using charging stations.

“**Service Agreement**” means an agreement concluded by means of distant communication through the Citymove Application interface between the Parties, the subject of which is the provision of the Service to the User.

“**Parties**” means ŠADL and the User.

“**ŠADL**” means ŠKODA AUTO DigiLab s.r.o., Company ID: 05976359, with its registered office at Jankovcova 1603 / 47a, Holešovice, 170 00 Prague 7, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. C 274001.

“**User**” means anyone who uses the Service or otherwise enters into legal relationships with ŠADL through the Citymove Application.

## **2. Introductory provisions**

- 2.1 These Terms and Conditions regulate the rights and obligations of ŠADL and Users based on the Service Agreement concluded through the Citymove Application.
- 2.2 These Terms and Conditions become an integral part of each Service Agreement.
- 2.3 The User acknowledges and agrees to the use of means of distant communication when concluding the Service Agreement and the Partial Agreements. The costs incurred by the User within using the means of distant communication in connection with the conclusion of the Service Agreement and the Partial Agreements shall be borne by the User himself. Acceptance of an offer shall not be established if the offer is accepted with an amendment or a deviation.
- 2.4 The Service Agreement and the Partial Agreement may be concluded through the Citymove Application in Czech or English.

## **3. User Registration**

- 3.1 The condition for the conclusion of the Service Agreement and use of the Service shall be the creation of a user account, i.e. the registration of the User through the Citymove Application interface.
- 3.2 Registration shall be performed by submitting a registration form in which the User expresses his consent to these Terms and Conditions. The User may use his Facebook account, his Google account, his Apple ID account or his ŠKODA ID account for the registration, or he can fill in the registration form, including the username and password.
- 3.3 In connection with the provision of the Service, ŠADL shall be entitled at any time in the future to require further information about the User if required for legal reasons. ŠADL shall be entitled to block the user account and withdraw from the Service Agreement if the requested data are not provided. ŠADL considers the data filled-in by the User to be correct. The User may modify the data provided to ŠADL in connection with the provision of the Service at any time through the Citymove Application.

- 3.4 Registration shall be completed by setting up a user account. The Service Agreement shall be concluded by completing the registration of the User. ŠADL shall send a confirmation of registration, username and wording of the Terms and Conditions on the date of conclusion of the Service Agreement in the *.pdf* format to the e-mail address of the User specified in the registration form.
- 3.5 **By registering, the User declares and undertakes:**
- (a) **to have full legal capacity,**
  - (b) **not to use the Citymove Application in violation of law,**
  - (c) **that he has thoroughly read and understood these Terms and Conditions prior to using the Citymove Application,**
  - (d) **to ensure confidentiality and do not misuse the identification information and passwords necessary to log in the User and to access the Citymove Application, in particular to not disclose such identification information and passwords to any third party,**
  - (e) **not to misuse, block, modify or otherwise alter any part of the Citymove Application, or even attempt to compromise the stability, operation or data of the Citymove Application,**
  - (f) **to respect the rights of ŠADL and third parties when using the Citymove Application, in particular when dealing with intellectual property rights,**
  - (g) **that he understood the principles of providing the Service under these Terms and Conditions and is aware that under Article 4.5 and Article 4.6 of these Terms and Conditions, ŠADL shall not be liable for any defects of performance under the Partial Agreements or for damage incurred in connection with the Partial Agreements.**
- 3.6 If the User breaches any of its obligations contained in Article 3.5 of these Terms and Conditions, ŠADL shall be entitled to withdraw from the Service Agreement.

#### **4. Conclusion and performance of the Partial Agreements**

- 4.1 In order to be able to use any of the Partner Applications through the Citymove Application, the User shall (i) have an account to use the relevant Partner Application, (ii) log into that account through the Citymove Application, (iii) express agreement with the terms and conditions of the relevant operator, including any instructions and consents regarding the processing of personal data of the relevant Partner Application, and (iv) activate a link to his account to use the relevant Partner Application in the Citymove Application.
- 4.2 ŠADL undertakes to allow the User, after fulfilling the conditions specified in Article 4.1 of these Terms and Conditions, to search for information about the Partner Services, place orders of (reserve) the Partner Services through the Citymove Application and / or conclude agreements with the Partner Application operators about the provision of Partner Services, as well as pay the remuneration for the Partner Services to the account of the Partner Application operators according to the agreed Partial Agreement, unless stipulated otherwise for the respective Partner Service.
- 4.3 The Partial Agreement shall be concluded at the moment of confirmation of an order of the User by the relevant Partner Application operator through the Citymove Application. The Citymove Application provides the User with the ability to review and change the data entered during the creation of the service order until the order is sent to the operator of the relevant Partner Application. In the case of the Liftago Service, the order can be canceled through the Application as a whole before the journey begins; in the case of other Partner

Services, it shall not possible to cancel the order after sending it.

- 4.4 The User acknowledges that by entering into the Partial Agreement, the User enters into a direct (legally binding) contractual relationship with the relevant Partner Application operator from whom he orders the relevant service. The User expressly acknowledges that ŠADL acts solely as an intermediary between the User and the Partner Application operator and that ŠADL shall transmit the order information to the relevant Partner Application operator and send the order confirmation to the User on the behalf of the relevant operator.
- 4.5 The relevant Partner Application operator shall be fully responsible for providing the performance agreed in the Partial Agreement. **In the event of failure to provide the agreed performance or the provision of defective performance, the User is obliged to exercise his rights directly with the relevant Partner Application operator. The User acknowledges that ŠADL shall not be responsible for providing the performance agreed in the Partial Agreements, as ŠADL is not a party to the Partial Agreement.**
- 4.6 **Responsibility for any harm caused to the User in connection with the performance of the Partial Agreement shall lie solely with the relevant Partner Application operator. The User acknowledges that ŠADL is not liable for any harm caused to the User in connection with the performance of the Partial Agreement, as ŠADL is not a party to the Partial Agreement.**

## 5. Terms of payment

- 5.1 **The Service shall be provided to the User free of charge. Nonetheless, the User acknowledges that the Partial Agreement concluded with the Partner Application operator, the conclusion of which was intermediated as part of the provision of the Service, shall be for consideration and the User shall be obliged to pay the relevant Partner Application operator or a third party remuneration in the manner specified in this article of these Terms and Conditions.**
- 5.2 The amount of the remuneration that the User shall be obliged to pay for the performance provided under the Partial Agreement shall be always determined by the terms and conditions of the relevant Partner Application operator. The Partner Application operator shall be responsible for the correctness of the prices for performance under the Partial Agreements, which are displayed in the Citymove Application.
- 5.3 Payments for the use of the Liftago Service shall be made after the Liftago Service is provided pursuant to the relevant Partial Agreement, either in cash or non-cash, directly to the driver who performed the transportation of the User under the relevant Partial Agreement.
- 5.4 Payments for the use of the MPLA Service shall be made prior to the provision of the MPLA Service non-cash, directly to the account of the MPLA Application operator and through the payment card of the User, the data of which shall be entered by the User into the Citymove Application.
- 5.5 Payments for the use of the BeRider Service shall be made after the BeRider Service is provided (in case of payment per minute of use of the BeRider Service) or before the BeRider Service is provided (in the case of payment for prepaid packages of free minutes for the use of the BeRider Service). The payment shall be always made non-cash directly to the account of the BeRider Application operator and through the payment card of the User, the data of which shall be entered by the User into the BeRider Application.
- 5.6 Payments for using the HoppyGo Service will be made in accordance with the HoppyGo General Terms and Conditions.
- 5.7 Payments for the use of the PRE charging stations Service will be made in accordance with

the General Terms and Conditions of the PRE Service.

- 5.8 The invoice for the performance provided under each individual Partial Agreement issued by the relevant Partner Application operator shall be delivered to the User in the electronic form to the e-mail specified by the User as his contact e-mail for the use of the Citymove Application. In the case of the Liftago Service, the invoice shall be issued by the driver who performed the transport of the User under the relevant Partial Agreement.
- 5.9 The Citymove Application allows the User to display an overview of the services of Partner Applications that the User has ordered and the payments made by the User for the services of Partner Applications ordered.

## **6. License**

- 6.1 The license of the User to use the Citymove Application is free of charge, non-exclusive, territorially unlimited, and time-limited for the duration of the Service Agreement. This license shall not be transferable and assignable to a third party.
- 6.2 The User shall not be entitled to sell, license, lease, assign or make available the Citymove Application to third parties.
- 6.3 All rights to the content of the Citymove Application (including name, codes, trademarks, software, videos, images, graphics, sounds, etc.) and any parts thereof shall be the sole property of ŠADL or the contracting partner of ŠADL that has been licensed ŠADL to use them.
- 6.4 The User shall be obliged to use the Citymove Application exclusively in a manner corresponding to these Terms and Conditions and for the purpose of using the Service. The User shall not be authorized to grant licenses, sub-licenses, copy, modify or create collective or derivative works from the Citymove Application. The User shall not reverse engineer, decompile, or otherwise attempt to extract the source code of the Citymove Application or any part thereof. The User shall not in any way obtain or attempt to obtain any copies of the work (not even for personal use), any materials or information relating to the Citymove Application that is not or have not been made publicly available or provided through servers operated by ŠADL.
- 6.5 The User shall be obliged to use the Citymove Application solely for personal, non-commercial purposes.

## **7. Availability and Maintenance of the Citymove Application**

- 7.1 ŠADL shall not be required to ensure the continued and uninterrupted availability of the Citymove Application.
- 7.2 The Citymove Application is compatible with Android version 6 and above and iOS version 11 and above. The User shall be connected to the Internet for the Citymove Application to work properly, in the case of mobile Internet a connection with a speed of at least 3G is required. The download of the application is not limited geographically. The use of the Citymove Application is remotely monitored through fully anonymized Firebase Analytics tools.
- 7.3 The User acknowledges that ŠADL shall be entitled to limit or completely interrupt the Service due to planned server outages because of the maintenance of this server. Server downtime for maintenance can be performed on the first and third Sunday of the calendar month between 21:00 GMT+2 and 24:00 GMT+2. Server downtime information for maintenance purposes shall be always published in Citymove Application in advance.

- 7.4 To address technical issues that make it impossible or difficult to use the Citymove Application properly, the Users may contact the Citymove Application support either directly through the Citymove Application or by email support@citymove.app.
- 7.5 ŠADL shall not be responsible for any technical failure of the server caused by no fault of ŠADL. ŠADL shall be obliged to make every effort to ensure that in case of a technical failure, the Service becomes operational as soon as possible. Furthermore, ŠADL does not provide any guarantees regarding the functionality, quality, content, availability or performance of the Service and is not liable for any damage or injury (including lost profits or other claims) that may arise to the User in connection with the use of the Service.

## **8. Delivery**

- 8.1 The User shall be entitled at any time in connection with the performance of the Service Agreement to contact ŠADL, or to deliver documents to ŠADL, using the following contact details:
- ŠKODA AUTO DigiLab s.r.o.  
Delivery address: Jankovcova 1603 / 47a, Holešovice, 170 00 Prague 7  
Contact form at <https://www.citymove.app/>  
E-mail: support@citymove.app
- 8.2 By concluding the Service Agreement, the User declares and agrees that ŠADL may contact him or deliver documents at any time in connection with the fulfillment of the Service Agreement to the email specified by the User as his contact email for the use of the Citymove Application.

## **9. Withdrawal from the contract**

- 9.1 The User shall be entitled to withdraw from the Service Agreement at any time without giving any reason. The User shall be entitled to withdraw from the Service Agreement by uninstalling the Citymove Application. This shall be without prejudice to the statutory right of the User to withdraw from the Service Agreement also by sending a model notice of withdrawal from the Service Agreement, which forms Annex 1 to these Terms and Conditions. The legal relations of the User towards the Partner Applications operators shall not be affected by the withdrawal from the Service Agreement.
- 9.2 In the event that the User breaches any obligation stipulated by law or the Service Agreement, ŠADL has the right to restrict the User from using the Service and / or withdraw from the Service Agreement.
- 9.3 ŠADL shall be entitled to terminate the Service Agreement at any time due to the termination or limitation of the operation of the Citymove Application, the notice period shall be two weeks starting on the first day following the day on which the termination notice was delivered to the User.

## **10. Alternative dispute resolution**

- 10.1 In the event of a dispute between the User and ŠADL arising from the Service Agreement that cannot be settled amicably, the User may file a proposal to alternative dispute resolution of such a dispute to a designated alternative dispute resolution body: Czech Trade Inspection, seated at Štěpánská 15, 120 00 Prague 2, Czech Republic, email: [adr@coi.cz](mailto:adr@coi.cz), web: [adr.coi.cz](http://adr.coi.cz). The user may also use the online dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/>.

- 10.2 The User is entitled to resolve disputes of the User with the Partner Application operators in the manner specified in the terms and conditions of the respective Partner Application operators.

## **11. Final provisions**

- 11.1 The Parties agree that all legal relationships arising out of the Service Agreement shall be governed by Czech law.
- 11.2 In cases where communication in writing is required by law, the Service Agreement or these Terms and Conditions, it shall be sufficient to send a message by e-mail or other electronic means of communication that do not raise doubts about the content of the message and its sender.
- 11.3 If any provision of these Terms and Conditions is invalid or ineffective or inapplicable, or becomes such, the such provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness or inapplicability of one provision shall not affect the validity of the other provisions. Changes and amendments to the Service Agreement or these Terms and Conditions require a written form.
- 11.4 The wording of these Terms and Conditions may be changed or supplemented by ŠADL. ŠADL shall be obliged to notify the User of changes to the Terms and Conditions by e-mail to the address specified in the user account at least 15 days before the change becomes effective. The User shall be entitled to reject the change and terminate the Service Agreement in writing within 10 days of receiving notice of a change to the Terms and Conditions, and the notice period is two weeks starting on the first day following the day the notice of termination was delivered to ŠADL. If the User does not terminate the agreement within the stipulated period, it shall be considered that he agrees to the change of these Terms and Conditions.

## **Annex No. 1: Model notice of withdrawal**

- **Addressee:** ŠKODA AUTO DigiLab s.r.o., Company ID: 05976359, with its registered office at Jankovcova 1603 / 47a, Holešovice, 170 00 Prague 7, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. C274001,

electronic delivery is possible through the website <https://www.citymove.app/>  
or to [support@citymove.app](mailto:support@citymove.app)

- **I hereby announce that I am withdrawing from the Citymove Service Agreement.**

- **Date of the order:**

- **Name and surname of the User:**

- **Address of the User:**

- **Signature of the User:** (only if this form is sent in paper form)

- **Date:**