

General terms and Conditions of Transport and Related Services

of the company CZECH ADVANCED TRANSPORT Ltd.

based: Revoluční 1082/8, Nové Město, 110 00 Praha 1

The identification number of the company: 03801551

File number: C 238110 filed at the District Court of Prague
(hereinafter „CAT“)

Article 1: Introduction

1.1 CAT publishes these **General terms and Conditions of Transport and Related Services** (hereinafter "GTC") on the basis of which CAT will provide the transportation of persons or their vehicles, luggage and things carried with them, and related services, which govern all legal relations thus generated, including legal relations transport-related and consequential.

1.2 CAT conducts business and operates its website and Vehicles under the brand CHEERS PRAGUE.

Article 2: Definition of Terms

"**Contract**" means a contract of carriage of passengers according to the provision § 2550 of the Civil Code (hereinafter the "Civil Code"), together with the agreements of the provision of related services, always as subsequently amended in the GTC concluded between CAT as carrier and the Client as a passenger.

"**Contractual partner**" means a person who, based on Client's demand concludes any Contract between CAT and the Client.

"**Client**" means any person, whether natural or legal, for whom CAT provides a Transportation, based on his/her order, and any other people transported together with them.

"**Responsible Person**" means a Client or another person transported along with the Client who enters into a CAT Treaty and is holding all rights and obligations arising from the Contract.

"**Vehicle**" means a Vehicle operated by CAT or Vehicle of a contract partner of CAT, which operates under the trademark of CAT.

"**Driver**" means the driver of the Vehicle which carries out transportation of Clients, and who is authorized to act on behalf of CAT with the Client to the extent of the benefits provided by the Contract.

"**Transport**" means transport services, which CAT provides for Client on the Client's demand. Transportation is carried out for the duration of presence of the Client in the Vehicle.

"**Enterprise**" shall mean a third party to which CAT will provide Client Transportation following Client's instruction.

"**Assistance**" means the related services offered by CAT to the Client during the Transportation consisting mainly of use of a mobile phone or a tablet, which belong to the accessories of the Vehicle of Responsible person, for the purpose of finding out about the possibilities of transportation goals and the choice and use of the announced discounts or benefits in the Enterprise, if it is selected by the Client as the destination of the Transportation.

Article 3. Binding nature of the GTC

3.1 These GTC are binding for the Client from the moment he agreed with them and made Transport order, that is

a) via the Internet at www.cheersprague.com

or

b) an order through a contractual partner of CAT.

2.3 CAT provides Transportation and assistance only to people who have reached 18 years of age. Only people older than 18 years can make an order, or conclude a contract, as well as participate in Transportations.

Article 4. Concluding Contract

4.1 The contract is concluded when the Client's order is accepted by the CAT.

4.2 Client's order contains Client's identification data, date, time and place of departure, type of vehicle, number of passengers, Client's telephone and e-mail contact and the identification of the Responsible person. The order becomes binding for the Client at the moment he sends the order.

4.3 After processing the order CAT, according to the possibilities and the actual availability of demanded transport, shall notify the Client whether

a) CAT confirms the order (acceptance)

b) the service is unavailable.

4.4 In the event of unavailability of demanded transportation CAT can offer the Client a different date and time of transportation or another vehicle with different capacities, such proposal is considered a new draft Contract on the part of CAT, which is accepted by the Client if he transmits his consent (acceptance).

4.5 The Contract is also concluded if the parties agree on Transportation in another way.

Article 5. Rights and obligations of the parties of the Contract

5.1 Scope and duration of Transportation, Fare, Destination

5.1.1 By concluding the Contract with Client CAT agrees to provide transportation services (Transportation) in the chosen vehicle with the corresponding capacity for the price stated in the order, in the time range of

a) 6 hours from the agreed time of commencement of transportation (Client's order through a web form)

or

b) 8 hours after the agreed time of commencement of transportation (Client's order through the Contractor)

however, up to 100 km travelled.

5.1.2 When exceeding 100 km travelled, Client shall pay CAT fare beyond the price according to the order, 25 EUR for each commenced two hours, but at most up to another 100 km travelled.

5.1.3 The Client agrees to pay CAT fare for Transport according to the 1st paragraph of this Article in the amount specified in the order by concluding the Contract.

5.1.4 The fare is due

a) if Client orders through a web form, upon entering the Vehicle, in cash directly to the driver, or

b) if Client orders through the Contractor, upon entering the Vehicle, in cash directly to the driver or under the terms of the Contractor.

5.1.5 CAT or the Contractor shall issue an invoice to the Client, who is obliged to accept and sign a copy for the CAT, or to the Contractor as confirmation of its acceptance. When entering the Vehicle, Responsible person is obliged to show the Driver identity document if asked, which will allow to verify the identification of the Responsible person according to the order and his age. The driver is also entitled to demand identity documents of the Client in order to determine whether he reached the age of 18 years.

5.1.6 Client shall inform Driver about the destination of the Transportation after the commencement of Transportation. The Client is entitled to change the destination during transportation or to choose a new destination after reaching it.

5.1.7 Upon reaching the destination Client is entitled to leave the Vehicle, and, in case of continuation of transport, the Vehicle must be available within 15 minutes from the moment the Client informs CAT about his intention to continue driving. If the Client wants to continue from anywhere other than where he left the Vehicle, it must be available within 30 minutes.

5.2 Assistance provided with Transportation

5.2.1 Client is entitled to use a mobile phone or tablet owned by CAT during the Transportation, which will allow Client to choose destination of Transportation, find out the location of the Enterprises according to the Client's preferences. In the case any destination is chosen, Client is authorized to use a discount or other benefit currently featured by CAT in that Enterprise in the presentation of the Enterprise on the mobile phone, tablet, or at the website.

5.2.2 Before receiving a mobile phone or tablet (hereinafter "**rented things**"), Responsible person is obliged to give Driver a cash amount of 50 EUR as a deposit for any damage the Client would cause to the rented things. When the Transportation is finished, Client is obliged to return rented things to the Driver. If the rented things were not damaged by the Client, the Driver will return the deposit to the Responsible person, in the opposite case, the CAT settlement of damages against the deposit will be done within 5 working days.

5.2.3 During transportation the service on board of the Vehicle is available to the Client, which includes snacks and beverages, consumption is free of charge.

5.3 Other rights and obligations of the parties of the Contract

A. Obligations of the Client

5.3.A. 1 The client is obliged to follow Driver's instructions regarding Transportation safety.

5.3.A. 2 The client is obliged to properly use Vehicle seatbelts the whole time when the Vehicle's engine is running, that is starting with entering the Vehicle, ie. before the Vehicle goes into motion at the beginning of the ride, until the moment before getting out of the Vehicle, ie. as soon as the ride ends.

5.3.A. 3 If required by any operational or other serious reasons, the Client is obliged to get out of the Vehicle on Driver's request, and, if he wants to continue the journey, enter the car again on Drivers instruction.

5.3.A. 4 During transportation, in order to ensure the safety of himself and of other people, the Client is not allowed in particular to:

intervene in any way in the driving of the Vehicle: Client's instructions, which would result (could result) in committing an offense against the safety and flow of traffic on the roads (violation of traffic rules) and/or violations of other laws, especially those related to stopping vehicles in places marked with a traffic sign "no stopping" or driving to places marked by traffic sign "no entry of all vehicles", these are considered intervention to the driving of the vehicle;

enter or exit while the vehicle is in motion;

get into a vehicle that is fully occupied or about which the Driver said that it is occupied;

linger in or otherwise interfere with the driver's compartment;

make safe view from the Vehicle impossible or difficult to the Driver;

open Vehicle's doors while riding in the Vehicle, prevent their opening or closing;

activate Vehicle's safety device without any reason;

smoke and eat in the Vehicle;

use narcotics or other psychotropic substances;

lean out of the windows;

throw any objects from Vehicle or let the objects stick out of the Vehicle;

behave loudly, play loud music (also recorded music or speech) or to behave in inappropriate manner with the Driver;

contaminate other transported people or Vehicle by their actions, clothing or luggage;

damage the vehicle.

5.3.A. 5 In case of repeated violation of the aforementioned obligations or their gross violation, the Driver is entitled to terminate the Transportation and the Client is obliged to leave the Vehicle, in this case the Client is not entitled to any refund.

5.3.A. 6 When visiting the Enterprise Client is obliged to abide by the terms defined by operators of Enterprise or the terms the Client and operators have agreed on. CAT is not a party to the contractual relationships between the Client and operators of Enterprise, except that they provide to the Client a discount or benefit for services provided by the Enterprise according to current offers listed in the assigned mobile phone or tablet, or on the website of CAT.

5.3.A. 7 Should the Client violate obligations under this paragraph, he won't be allowed to use discounts or benefits for services provided by CAT in Enterprises.

B. CAT's duties

5.3.B. 1 CAT is obliged to provide the Vehicle of the chosen capacity according to confirmed order of the Client to the designated place and time.

5.3.B. 2 CAT is obliged to issue and hand over to the Client a bookkeeping document.

5.3.B. 3 CAT is obliged to take care of the safety of Clients during Transportation.

5.3.B. 4 CAT is obliged to inform the Client that he reached 100 km travelled since the beginning of transportation.

5.3.B. 5 CAT shall end the Transportation at the request of the Client.

5.3.B. 6 CAT is obliged to ensure that Client will get the announced discount or benefit in the Enterprise according to the offer in a mobile phone or tablet, or CAT website.

C. Other rights and obligations of the parties associated with the provision of Transportation

5.3.C. 1 CAT is responsible for proper and timely Transportation of Clients to their destination and for the safety and convenience of the Client in a Vehicle matching the chosen standard. The Client does not have the right for any compensation in connection with the Transportation if he hasn't been transported on time for reasons not caused by the Driver (ie. traffic accident, detour, poor Client's instruction regarding the direction or driving route, impassable roads, calamity and other unpredictable events or elimination of their consequences).

5.3.C. 2 CAT is responsible for the damage they cause to the Client during transport, according to the relevant provisions of the Civil Code, with exception of the cases where the damage is the result of a breach of the Client's obligations under paragraph A of this clause of GTC.

5.3.C. 3 The Driver is entitled to refuse Transportation or refuse to Transport the Client, if the Client or people accompanying him behave in a grossly improper manner, especially in case of verbal or physical assault on the Driver or damaging the Vehicle, disturbing of public order, or if the Client by appearance looks very slovenly and may contaminate the Vehicle or other transported persons.

5.3.C. Persons aged 4 to 18 years can not be transported. If it is found that the Responsible person, the Client or any other person involved in the Transportation has not attained the age of 18, CAT is entitled to exclude such persons from the Transportation without compensation or end Transportation as a whole.

5.3.C. 5 CAT is not responsible for force majeure (especially traffic accidents not caused by the Driver, traffic congestions, natural disasters, civil riots, armed conflicts, acts of war) or for the removal of the consequences of force majeure, on the basis of, or due to force majeure.

Article 6. Final Provisions

6.1 All legal relationships between the CAT and the Client shall be governed by Czech law.

6.2 For all disputes between CAT and the Client arising from services provided by CAT, local court in the district where the seat of CAT lies is relevant.

6.3 The text of these GTC is published in Czech language and translated into other languages. In the event of a dispute or ambiguity in the interpretation of other languages, the wording in the Czech language is always the operative one.

6.4 These Terms shall be valid and effective from May 20, 2015.