

# Terms and Conditions for TrucksBook.eu application

**The mutual rights and obligations of the User and the Operator resulting from use of the Application are subject to these conditions:**

## 1 Definitions

1.1 In these Terms and Conditions:

1.1.1 The "Operator" is Mr. Filip Musal, date of birth February 9, 1996, company ID: 05279194, place of business Debřská 1180, 293 06 Kosmonosy;

1.1.2 The "Application" means a web application called Trucksbook, whose main features are logging of job deliveries from truck simulators and related system for virtual companies, which is available from website trucksbook.eu;

1.1.3 The "GTC" means these Terms and Conditions;

1.1.4 The "Agreement" means the agreement concluded between the User and the Operator, whose purpose is to provide User a License to use the Application under the conditions specified in these GTC;

1.1.5 The "License" means non-exclusive license to use the application under the conditions specified in these GTC;

1.1.6 The "User" means any individual or legal entity, distinct from the Operator, who uses the application;

1.1.7 The "User Account" means the non-public part of the Application that is accessed by the User after specifying credentials;

1.1.8 "Credentials" means a unique combination of User login and password chosen by the User that are saved by the User in the Application database when creating a User account through the Application and/or by Users automatically generated in the Application.

## 2 The process of concluding agreements on the use of the Application

2.1 Displaying the button titled "Register" in the Application user interface is a draft contract by the Operator.

2.2 User's click on the "Register" button is a full agreement by the User to conclude the Contract a by this act the contract is signed.

2.3 Clicking on the field (ie. checkbox), which contains a description that read "I agree with the terms", and then clicking on the "Register" button in the Application user interface, is the User's agreement with these GTC.

2.4 By concluding the Agreement, the following provisions of these GTC come into effect.

## 3 Application usage

3.1 The Operator gives the User a License under the conditions specified in the Application user interface, particularly mentioned in the given type of the User account.

- 3.2 The User with the License agrees to pay a fee in the amount specified in the Application user interface and if the amount is not specified for a particular use (esp. in the user account), the License is granted free of charge.
- 3.3 If the License is granted for money, the Operator has the right not to provide the fulfillment of the Agreement (eg. to give access to some part or function of the Application) until the fee for License is paid and if the License is not paid in the specified period, the Agreement is immediately cancelled.
- 3.4 The Operator is entitled to fully or partially block access to the User Account after the License is expired.
- 3.5 The User cannot register more than one User account.
- 3.6 The User is not allowed to make a third party license to use the Application.
- 3.7 All financial fulfillments realized through the Application, or a payment gateway connected with the Application, are considered as paid after the entire amount of money is credited to the bank account of the Operator.
- 3.8 The Operator has the right to fully or partially shut down the Application, and/or to block access to it from respective internet address, for whatever reason.
- 3.9 The User has the right to use the Application under the terms of the Agreement in its current version available from the respective internet address.
- 3.10 The User is obliged to use the Application in a way that they do not make any harm to the Operator nor to themselves.

#### **4 Database**

- 4.1 The User is not allowed to overload the Database connected with the Application by using a computer (esp. so-called software robots).
- 4.2 The User and the Operator hereby agree that any data input by the User to the Application Database are part of the database data collected by the Operator and become part of the Database without any right for the User, described in this paragraph, to the Application Database.
- 4.3 The contracting parties are aware, unanimously declare and make indisputable, that the Application meets the conditions in §562, par. 2 of the Civil Code, therefore that the data in the Application and its Database, as an electronic system, are reliable and are organized systematically and sequentially and are protected against changes.

#### **5 Personal information**

- 5.1 The consent of the User to use their personal information by the Operator, is part of the Attachment no. 1 of these GTC.

## 6 **Liability for Damage**

- 6.1 The provisions of this part of the GTC do not apply to consumers.
- 6.2 The User hereby explicitly waives the right to compensation from the Operator, if unintentionally or due to gross negligence breached any of the obligations of the Operator specified in the Agreement in connection to the Agreement fulfillment or to these GTC.

## 7 **Change of GTC**

- 7.1 The User acknowledges that the Operator enters into the Agreement in the ordinary course of business with a larger number of people and the Agreements are by their nature binding to a repeating fulfillment of the same kind with reference to these GTC.
- 7.2 The contracting parties hereby agree that the Operator can change these GTC to a reasonable extent and that the change of the GTC will be announced to the User via an email message sent to the email entered by the User in the Application. The User in such case has the right to refuse the change of the GTC and for this reason terminate the present obligation between them and the Operator in a period of one (1) calendar month, on which the contracting parties hereby agree, that the period is sufficient to procure similar fulfillments from another entity.
- 7.3 In case of entering new Agreement with an existing User account (ie. restoration or extension of a User account), such Agreement is followed by such Agreement at the date of its conclusion.

## 8 **Required information for consumers**

- 8.1 This part of the GTC is effective only to the User who is a consumer. The provisions mentioned in this part of the GTC do not apply particularly to businesses – entrepreneurs nor companies.
- 8.2 The Operator hereby informs the User that:
  - 8.2.1 The Operator's address for correspondence is identical to the address of the Operator's place of business.
  - 8.2.2 The Operator's phone contact is +420 731110677;
  - 8.2.3 The Operator's email address is admin@trucksbook.eu;
  - 8.2.4 The Operator's fee for the License includes all taxes and fees and its amount and/or the method of its calculation is specified in the Application;
  - 8.2.5 The User is obliged to pay the Operator's fee for the License, unless the License is provided free of charge, using one of the payment methods specified in the user interface of the Application;
  - 8.2.6 User does not pay costs of delivery;
  - 8.2.7 An Internet access and a web browser is needed to use the Application;
  - 8.2.8 The User does not have the right to withdraw from the Agreement without any sanction within 14 days of the beginning of the fulfillment, according to §1837 point. i) of the Act. no.

89/2012 Coll., Civil Code, as amended. Acceptance of the fulfillment is considered as a provision of the License.

- 8.2.9 There are no costs for the User for using means of distance communication in relation to the Operator.
- 8.2.10 Information about the conclusion of the Agreement, including these GTC, are stored in the Application database and the User has access to them via the User account;
- 8.2.11 The User has the opportunity to detect mistakes by checking the User account;
- 8.2.12 Correcting the mistakes made during data entering is also possible in the Application and where the Application does not allow it, it is possible to correct them through technical support whose contact is specified in the Application;
- 8.2.13 The Operator complies with all applicable laws of the Czech Republic; no other codes are mandatory for the Operator;
- 8.2.14 The Operator does not use any means of an alternative dispute resolution;
- 8.2.15 Subject of the Agreement is not to deliver any goods, so no provisions of the complaints act apply on the Application; The responsibility for apparent or hidden errors in the Application, which were in the Application at the time of its disclosure to the User, can be applied to the Operator under the conditions provided by the law, the Agreement and these GTC;
- 8.2.16 The User is obliged to abide by these GTC, which are also part of the Agreement and of the valid and effective laws of the Czech Republic.

## 9 **Applicable law**

- 9.1 These GTC and the Agreement follow the laws of the Czech Republic, particularly the Act. no. 89/2012 Coll., Civil Code, as amended.
- 9.2 Any disputes arisen under the Agreement and/or these GTC will be judged by materially and locally competent courts of the Czech Republic.

## 10 **Effectiveness**

- 10.1 These GTC come into effect on January 1, 2022.

## **ATTACHMENT NO. 1 - Consent to use personal information**

I, as a User of the web application called Trucksbook, available on the Internet from an Internet address trucksbook.eu, hereby agree, under the provisions of § 5, par. 2, Act no. 101/2000 Coll., about personal data protection as amended by later regulations (hereinafter referred to only as “Act”), with collection, storing and processing of the personal data.

This consent is granted until the User requests cancellation of this consent.

The User may request cancellation of the consent via the Operator's email address and it will be accepted within seven days.

The personal data that the Application collects are as follows:

- email address
- nickname

The purpose of processing personal data, for which this consent is provided, is the use of personal data for:

- identification of the User in the Application when logged in
- verification of uniqueness or blocking of the User Account
- essential features for Application functionality such as forums or statistics

Personal data used for the purchase of the License will only be used to perform the contract with the buyer.

The User has the right to request any personal data we have about them via the Operator's email address.

The Operator confirms that they will collect personal data to the extent necessary to fulfill the above specified purposes and that they will process them only in accordance with the purpose for which they were collected. The Operator undertakes not to submit the personal data to any third party and that all personal data will be adequately secured.

I confirm that I am aware of my rights according to provisions § 12 and § 21 of the Act and confirm that all information are accurate and true and that they are provided voluntarily.

This consent is a voluntary and deliberate expression of will to the data subject, of which content is the data subject's consent to process personal data. The consent is granted implicitly by opening (using) the above specified web application.