

TERMS AND CONDITIONS AND COMPLAINTS PROCEDURE

Commercial company
Prague City Tourism a.s.
with registered seat at Žatecká 110/2, Staré Město, 110 00 Prague 1
identification number: 07312890
registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert
23670
for the sale of NFTs via the online shop located at <https://www.prague.eu/cs/nft-bohemian-muse> and
<https://opensea.io/collection/prague-bohemian-muse-1>

1. INTRODUCTORY PROVISIONS

- 1.1. These Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") of the company Prague City Tourism a.s., with registered office at Žatecká 110/2, Staré Město, 110 00 Prague 1, Czech Republic, Identification number: 07312890, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 23670 (hereinafter referred to as "**Seller**") regulate in accordance with the provisions of Section 1751 (1) of Act No. 89/2012 Coll, Civil Code, as amended (hereinafter referred to as the "**Civil Code**"), the mutual rights and obligations of the parties arising in connection with or on the basis of a purchase contract (hereinafter referred to as the "**Purchase Contract**") concluded between the Seller and another natural person (hereinafter referred to as the "**Buyer**") through the Seller's online shop. The online shop is operated by the Seller on the website located at <https://www.prague.eu/cs/nft-bohemian-muse> (hereinafter referred to as the "**Website**"), through the interface of the Website (hereinafter referred to as the "**Shop Web Interface**").
- 1.2. The Terms and Conditions do not apply if the person intending to purchase NFT from the Seller is a legal person or a person acting in the course of his/her business or profession when ordering NFT.
- 1.3. Provisions deviating from the terms and conditions may be agreed in the purchase contract. Deviating provisions in the purchase contract take precedence over the provisions of the terms and conditions.
- 1.4. The provisions of the terms and conditions are an integral part of the purchase contract. The Purchase Contract and the Terms and Conditions are drawn up in the Czech language. The contract of sale can be concluded in the Czech language.
- 1.5. The Seller may change or supplement the wording of the Terms and Conditions. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the Terms and Conditions.

2. DEFINITION OF TERMS AND ASSOCIATED RISKS

- 2.1. **NFTs** (Non-Fungible Tokens) are digital assets that are stored on the blockchain and used to represent ownership of digital content. Trading NFTs has become very popular recently, but as with any investment there are risks that potential investors should consider. Below are some of the main risks associated with NFT trading:

High market volatility: The NFT market is relatively new and highly volatile. Prices can change rapidly and can be affected by many factors including demand, supply, news of new releases and trends.

Risk Management: Trading NFTs can be very risky and you should be aware of your investment objectives and manage your risks. It is important to evaluate your risk tolerance to minimize the risk of loss.

Potential fraud: as with any investment market, there is the potential for fraud. Some people may create counterfeit NFTs that do not exist or sell NFTs that do not actually belong to them.

Technical problems: Technical problems, such as errors in the code, can lead to loss of NFT or even loss of money. It is important to be cautious and carefully check what platform you are using.

Market unpredictability: The NFT market is very new and unpredictable. The future of the market is uncertain and there is a possibility that NFTs will become less popular in the future and the investment in NFTs could lose value.

- 2.2. **Blockchain** is a decentralized database that is used to store information and transactions.
- 2.3. **Mint** means the process of creating a new NFT token. Minting is the process of creating a new token (cryptocurrency or NFT) and adding it to the blockchain.
- 2.4. **A token** (Non-Fungible Token) is a digital token that is used to represent unique digital assets. Unlike cryptocurrencies such as Bitcoin or Ether, NFT tokens are unique and cannot simply be replaced by another token of the same value, as each token is unique and has its own characteristics. Ownership of an NFT token means ownership of the original digital asset.
- 2.5. **The content of the Non-Fungible Token (NFT) ownership** is the digital asset that the NFT token represents. Ownership of an NFT token does not automatically imply ownership of the rights to the underlying asset that the NFT token represents. **The rights associated with ownership of the Bohemian Muse NFT are defined in the License Agreement, available on the Seller's website.**

3. USER ACCOUNT

- 3.1. On the basis of the Buyer's registration made on the website <https://opensea.io/collection/prague-bohemian-muse-1>, the Buyer can conclude a contract on the terms and conditions of the OpenSea portal.
- 3.2. When registering on the website and when ordering NFT, the buyer is obliged to provide correct and truthful information. The buyer is obliged to update the information provided in the user account whenever it changes. The information provided by the Buyer in the user account and when ordering NFTs shall be deemed correct by the Seller.
- 3.3. Access to the user account is secured with a username and password. The buyer is obliged to maintain confidentiality regarding the information necessary to access his user account.
- 3.4. The buyer is not entitled to allow third parties to use the user account.
- 3.5. The Buyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the Seller's hardware and software equipment or the necessary maintenance of third-party hardware and software equipment (OpenSea portal).

4. CONCLUSION OF THE PURCHASE CONTRACT

- 4.1. All presentation of the NFT placed in the web interface <https://www.prague.eu/cs/nft-bohemian-muse> is of informative nature and the Seller is not obliged to conclude a purchase contract regarding this NFT. Section 1732(2) of the Civil Code shall not apply.
- 4.2. **The Buyer enters into the Contract through the OpenSea Portal, on the terms and conditions set out therein, and on the terms and conditions set out in this Agreement.**
- 4.3. **The Seller's website lists experiences that can only be purchased by the Seller's NFT**

holders.

- 4.4. **In order to order an NFT experience, the buyer contacts an employee of the seller's office, with whom he/she arranges by phone or e-mail the purchase of an experience (voucher) for a specific experience, including the mail of persons who are entitled to use the experience. The sale of the experience does not take place via the Seller's website. These contain only non-binding information about the experiences, which may be the subject of further negotiations between the buyer and the seller about their provision.**
- 4.5. The order is placed by the buyer through the OpenSea portal, which is linked on the seller's website: <https://opensea.io/collection/prague-bohemian-muse-1>.
- 4.6. The Seller is always entitled to demand proof that the Buyer is the holder of the NFT Prague Bohemian Muse, especially by owning an account on the OpenSea platform with the purchased Muse.
- 4.7. The contractual relationship between the Seller and the Buyer is established by the delivery of the acceptance of the order (acceptance), which is sent by the Seller to the Buyer by electronic mail to the Buyer's electronic mail address.
- 4.8. The buyer agrees to the use of remote communication means in concluding the purchase contract. The costs incurred by the Buyer in using distance communication in connection with the conclusion of the Purchase Contract (internet connection costs, telephone call costs) shall be borne by the Buyer, without any difference from the basic rate.

5. NFT PRICE AND PAYMENT TERMS

- 5.1. The price of the NFT and any costs associated with the delivery of the NFT shall be paid by the Buyer via the OpenSea portal (opensea.io website), either via the chosen cryptocurrency or credit card.
- 5.2. The Seller does not require a deposit or other similar payment from the Buyer. This is without prejudice to the provisions of Art. 5.4 of the Terms and Conditions regarding the obligation to pay the purchase price to NFT in advance.
- 5.3. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled at the moment of crediting the relevant amount to the seller's account.
- 5.4. The Seller is entitled, in particular in the event that the Buyer fails to confirm the order (Art. 4.6), demand payment of the full purchase price before the NFT is sent to the Buyer. Section 2119 (1) of the Civil Code shall not apply.
- 5.5. Any discounts on the NFT price granted by the Seller to the Buyer cannot be combined.
- 5.6. If it is customary in the commercial relationship or if it is stipulated by generally binding legal regulations, the Seller shall issue a tax document - an invoice - to the Buyer in respect of payments made under the Purchase Agreement. The Seller is a payer of value added tax. The tax document - invoice shall be issued by the Seller to the Buyer after payment of the NFT price and sent in electronic form to the Buyer's electronic address.
- 5.7. The provisions of Article 4.6 do not apply if the Buyer has received the proof of purchase via the OpenSea portal.

6. WITHDRAWAL FROM THE PURCHASE CONTRACT

- 5.1 The Buyer acknowledges that according to the provisions of Section 1837 of the Civil Code, the Purchase Contract for the supply of goods manufactured to the Buyer's requirements or adapted

to his personal needs and in the case of the acquisition of an audio or visual recording or computer program in sealed packaging cannot be withdrawn if the Buyer has breached it .

- 6.1. NFTs are digital data stored on the Blockchain analogous to software and as such constitute "digital content" within the meaning of the European Consumer Rights Directive if you are a consumer resident in a Member State of the European Union. By accepting the transfer of NFTs to your Digital Wallet, you waive the rights that may be created by the European Consumer Rights Directive and the relevant national legislation implementing the Directive relating to the withdrawal from the Purchase Agreement and the cancellation of the purchase of NFTs within the withdrawal period within the meaning of the relevant legislation.
- 6.2. The Buyer agrees to the Seller's delivery of the NFT to the Digital Wallet prior to the expiry of the withdrawal period for its acquisition.
- 6.3. In cases where the Buyer has the right to withdraw from the Purchase Contract in accordance with the provisions of Section 1829 (1) of the Civil Code, the Seller is also entitled to withdraw from the Purchase Contract at any time until the Buyer takes over the NFT. In such case, the Seller shall refund the purchase price to the Buyer without undue delay, without any delay, by cash to the account designated by the Buyer.

7. NFT DELIVERY

- 7.1. The Seller will deliver the NFT to the Buyer in their digital wallet.
- 7.2. An NFT represents a unique digital asset that exists based on a record of ownership maintained on the Blockchain. The relevant Smart Contracts are recorded on the Blockchain and the Seller has no control over the Blockchain or the Smart Contracts and makes no representations or warranties to that effect. The Buyer is therefore fully responsible for verifying the identity, legitimacy and authenticity of all such assets.
- 7.3. Other rights and obligations of the parties in the carriage of NFT may be governed by the Seller's Special Terms of Delivery, if issued by the Seller.

8. RIGHTS FROM DEFECTIVE PERFORMANCE

- 8.1. The rights and obligations of the contracting parties with regard to the rights arising from defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174b of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended).
- 8.1. **Before concluding the Purchase Contract, the Seller hereby separately notifies the Buyer that although the NFT is a digital item, due to its nature, no updates will be provided and the Buyer expressly agrees to this when concluding the Purchase Contract.**
- 8.2. Provisions regarding the liability for defects of the seller With regard to the digital characteristic of NFTs, they also apply to the provision of digital content or digital content services, even if they are provided by a third party. This does not apply if it is clear from the content of the sales contract and from the nature of the subject matter that they are provided separately.
- 8.3. The Seller shall be liable to the Buyer that the item is free from defects upon receipt. In particular, the seller shall be liable to the buyer that the item:
 - 8.3.1. conforms to the agreed description, type and quantity, as well as quality, functionality, compatibility, interoperability and other agreed characteristics,
 - 8.3.2. it is fit for the purpose for which the buyer requires it and to which the seller has agreed; and

- 8.3.3. is supplied with the agreed accessories and instructions for use, including assembly or installation instructions.
- 8.4. The Seller is liable to the Buyer that in addition to the agreed characteristics:
- 8.4.1. the item is suitable for the purpose for which the item is normally used, including with regard to the rights of third parties, legislation, technical standards or codes of conduct of the industry, if there are no technical standards,
 - 8.4.2. the item corresponds in quantity, quality and other characteristics, including durability, functionality, compatibility and safety, to the usual characteristics of items of the same kind that the buyer can reasonably expect, even taking into account public statements made by the seller or another person in the same contractual chain, in particular by advertising or labelling, unless the seller proves that he was not aware of it or that it was modified at the time of the conclusion of the contract of sale in at least a comparable manner to that in which it was made or that it could not have influenced the decision to purchase,
 - 8.4.3. the item is supplied with accessories, including packaging, assembly instructions and other instructions for use which the buyer can reasonably expect; and
 - 8.4.4. the item corresponds in quality or workmanship to the sample or sample provided by the seller to the buyer before the conclusion of the purchase contract.
- 8.5. The provisions of Art. 8.4 4.7 of the Terms and Conditions shall not apply if the Seller has specifically notified the Buyer before the conclusion of the Purchase Contract that a property of the item differs and the Buyer has expressly agreed to this when concluding the Purchase Contract.
- 8.6. If the defect manifests itself within one year from the date of acceptance, the item shall be deemed to have been defective upon acceptance, unless the nature of the item or the defect precludes this. This period does not run for the time during which the buyer cannot use the item if he has rightly complained about the defect.
- 8.7. The buyer may complain about a defect that becomes apparent within two years of receipt. If the object of the purchase is an item with digital characteristics and if, under the contract of sale, the digital content or digital content service is to be provided continuously for a certain period of time, the buyer may complain of a defect which appears or manifests itself in the digital content within two years of receipt. If the performance is to be carried out for a period longer than two years, the purchaser shall have the right to claim a defect which appears or manifests itself within that period. If the buyer has rightly pointed out the defect to the seller, the period for pointing out the defect shall not run for the period during which the buyer cannot use the goods.
- 8.8. If the item has a defect, the buyer may demand its removal. He may, at his option, require the delivery of a new item without the defect or the repair of the item, unless the chosen method of removing the defect is impossible or disproportionately expensive compared to the other method; this shall be assessed in particular with regard to the significance of the defect, the value the item would have had without the defect and whether the defect can be removed by the other method without significant difficulty for the buyer. The seller may refuse to remedy the defect if it is impossible or disproportionately costly to do so, having regard in particular to the significance of the defect and the value which the thing would have had without the defect.
- 8.9. The Seller shall remedy the defect within a reasonable time after it has been pointed out so as not to cause the Buyer significant inconvenience, taking into account the nature of the item and the purpose for which the Buyer purchased the item. The seller shall take over the item at his own expense to remove the defect. If this requires the dismantling of the item, the assembly of which was carried out in accordance with the nature and purpose of the item before the defect became apparent, the seller shall dismantle the defective item and assemble a repaired or new item or pay the costs thereof.

- 8.10. The buyer may demand a reasonable discount or withdraw from the purchase contract if:
- 8.10.1. the seller refused to remove the defect or failed to remove it in accordance with Art. 8.9 of the Terms and Conditions,
 - 8.10.2. the defect manifests itself repeatedly,
 - 8.10.3. the defect is a material breach of the purchase contract, or
 - 8.10.4. it is evident from the seller's statement or from the circumstances that the defect will not be remedied within a reasonable time or without significant inconvenience to the buyer.
- 8.11. If the defect is insignificant, the buyer cannot withdraw from the purchase contract (within the meaning of Art. 8.10 of the Terms and Conditions); the defect is deemed not to be insignificant. If the buyer withdraws from the purchase contract, the seller shall refund the purchase price to the buyer without undue delay after he has received the item or after the buyer proves to him that he has sent the item.
- 8.12. The defect can be blamed on the seller from whom the item was purchased. However, if another person is designated to carry out the repair, who is in the place of the seller or in a place closer to the buyer, the buyer shall reproach the defect to the person who is designated to carry out the repair.
- 8.13. Except in cases where another person is designated to carry out the repair, the Seller is obliged to accept the complaint in any establishment where the acceptance of the complaint is possible with regard to the range of products sold or services provided, or even at its registered office. The Seller is obliged to issue a written confirmation to the Buyer when the Buyer submits the claim, stating the date on which the Buyer submitted the claim, what is its content, what method of claim settlement the Buyer requires and the Buyer's contact details for the purpose of providing information on claim settlement. This obligation also applies to other persons designated to carry out the repair.
- 8.14. The complaint, including the removal of the defect, must be settled and the buyer must be informed of this within thirty (30) days of the date of the complaint, unless the seller and the buyer agree on a longer period. If the subject of the commitment is the provision of digital content, including digital content delivered on a tangible medium, or a digital content service, the complaint must be settled within a reasonable time, taking into account the nature of the digital content or digital content service and the purpose for which the buyer requested it.
- 8.15. After the expiry of the time limit referred to in Art. 8.14 of the terms and conditions, the buyer may withdraw from the purchase contract or demand a reasonable discount.
- 8.16. The Seller is obliged to issue the Buyer with a confirmation of the date and method of handling the complaint, including confirmation of the repair and the duration of the repair, or a written justification for the rejection of the complaint. This obligation also applies to other persons designated to carry out the repair.
- 8.17. **The Buyer may exercise his/her rights under the liability for defects of the NFT in person at Žatecká 110/2, 110 00 Prague 1 - Staré Město, by telephone at +420 221 714 300 or by e-mail at recepce@prague.eu.**
- 8.18. Whoever has a right from defective performance is also entitled to compensation for costs reasonably incurred in exercising this right. However, if the buyer does not exercise the right to compensation within one month after the expiry of the period within which the defect must be pointed out, the court shall not grant the right if the seller argues that the right to compensation was not exercised in time.

9. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

- 9.1. The buyer acquires ownership of the NFT by paying the full purchase price of the NFT.
- 9.2. The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of Section 1820(1)(n) of the Civil Code.
- 9.3. Consumer complaints are handled by the seller via e-mail. Complaints can be sent to the Seller's electronic address. The Seller shall send information on the handling of the Buyer's complaint to the Buyer's electronic address. No other rules for handling complaints are set by the Seller.
- 9.4. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, internet address: <https://adr.coi.cz/cs>, is competent for the out-of-court settlement of consumer disputes arising from purchase contracts. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer under the purchase contract.
- 9.5. The European Consumer Centre Czech Republic, with registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskypotrebitel.cz> is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).
- 9.6. The purchaser hereby assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.

10. DATA PROTECTION

- 10.1. The Seller fulfils its information obligation towards the Buyer within the meaning of Article 13 of Regulation (EC) 2016/679 of the European Parliament and of the Council 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) (hereinafter referred to as the "**GDPR**") relating to the processing of the Buyer's personal data for the purposes of the performance of the Purchase Contract, for the purposes of the negotiations on the Purchase Contract and for the purposes of the performance of the Seller's public law obligations by means of a separate document.

11. SENDING COMMERCIAL COMMUNICATIONS AND STORING COOKIES

- 11.1. In accordance with the provisions of § 7 (2) of Act No. 480/2004 Coll., on certain information society services and on amendments to certain acts (Act on certain information society services), as amended, the Buyer agrees to the Seller sending commercial communications to the Buyer's electronic address or telephone number. The Seller fulfils its information obligation towards the Buyer within the meaning of Article 13 of the GDPR related to the processing of the Buyer's personal data for the purpose of sending commercial communications by means of a separate document.
- 11.2. The Seller fulfils its legal obligations relating to the possible storage of cookies on the Buyer's device by means of a separate document.

12. SUBMISSION

- 12.1. The Buyer may be served at the Buyer's electronic address.

13. FINAL PROVISIONS

- 13.1. If the relationship based on a purchase or licence agreement contains an international (foreign) element, the parties agree that the relationship is **governed by Czech law**. By choosing the law according to the preceding sentence, the buyer, who is a consumer, is not deprived of the protection afforded by the provisions of the legal order which cannot be derogated from contractually and which would otherwise apply in the absence of a choice of law according to the provisions of Article 6(1) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).
- 13.2. If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.
- 13.3. The Purchase Contract, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.
- 13.4. A sample form for withdrawal from the purchase contract is attached to the Terms and Conditions.
- 13.5. Seller's contact details: registered office address Žatecká 110/2, Staré Město, 110 00 Prague 1, e-mail address recepce@prague.eu, telephone +420 221 714 300. The Seller does not provide any other means of on-line communication.

Prague, 13 March 2023

Prague City Tourism a.s.