

GENERAL TERMS OF USE OF THE APPLICATION
YOURLOX, s. r. o.,

with its registered office at Pekárska 14/160, 917 01 Trnava, Company ID: 53 982 371, registered in the Commercial Register of the District Court Trnava, Section: Sro, File No.: 49724/T (hereinafter referred to as " **VPPA** "), which regulates the mutual relationship between the user of the services and the operator.

1. GENERAL PROVISIONS

- 1.1. These VPPA regulate the mutual rights and obligations of the Operator and the User arising in connection with or based on the rental agreement concluded between the Operator:
 - 1.1.1. YOURLOX, s. r. o., with its registered office at Pekárska 14/160, 917 01 Trnava, Company ID: 53 982 371, registered in the Commercial Register of the District Court in Trnava, Section: Sro, File No.: 49724/T, e-mail address: info@yourlox.com (hereinafter referred to as the "**Operator**"); and
 - 1.1.2. Service users.
- 1.2. For the purposes of these VPPA, a user is understood to be a natural person - consumer, over 16 years of age, who installs the free YourLOX application (hereinafter referred to as the "**Application** ") on their mobile device for the purpose of using the services of renting movable property located in facilities operated by the Operator (hereinafter referred to as "**LOX** ").
- 1.3. The Operator provides, through the Application, short-term rental services of movable items located in LOXs, which are aimed at supporting and developing the physical activities of Users.
- 1.4. The use of services provided through the Application is possible only after completing the registration form provided in the Application and subsequently logging into the user account (profile).
- 1.5. Movable property rental services are charged according to the tariff available in the Application or free minutes are provided as part of sponsorship cooperation with the Operator's business partners, usually 90 minutes.
- 1.6. These VPPA constitute the entire agreement between the Operator and the User, and their acceptance and subsequent use of the services by the User constitutes the conclusion of a rental agreement between the Operator and the User.
- 1.7. Unless otherwise stated in these VPPA, the legal relations between the Operator and the User not expressly regulated by these Terms and Conditions are governed by the relevant provisions of Act No. 40/1964 Coll., Civil Code, as amended, Act No. 250/2007 Coll. on Consumer Protection and on Amendments to the Act of the Slovak National Council No. 372/1990 Coll. on Offences, as amended, Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services Based on a Contract Concluded at a Distance or a Contract Concluded Outside the Seller's Business Premises, and on Amendments to Certain Acts and Other Generally Binding Legal Regulations of the Slovak Republic.

2. CONCLUSION OF A RENTAL AGREEMENT

- 2.1. The conclusion of the rental agreement between the Operator and the User occurs by sending a request to open the LOX by the User via the Application and the Operator's automated confirmation of receipt of the User's request, which results in the opening of the relevant LOX, thereby making the movable property stored therein accessible. The Operator will also confirm

receipt of the request by sending a confirmation to the User's e-mail address. By sending the request, the User also confirms that he has become familiar with these VPPA.

- 2.2. The confirmation of the request sent to the User's email address, which he/she provided during registration, contains data on the location and designation of the LOX, the type of borrowed item, the opening and closing time of the LOX, the total duration of this rental, data on the User who submitted the request in the Application and data on the Operator's business partner who, with their support, enabled the User to borrow the movable item in question.
- 2.3. A User can submit a request to open a LOX only as a registered User.
- 2.4. The costs incurred by the User when using remote communication means in connection with submitting a request to open LOX and further use of the Application (e.g. internet connection costs) are borne in full by the User.
- 2.5. The User acknowledges that the Operator is not responsible for any errors in data transmission via communication means in connection with the use of the Application.
- 2.6. The Operator reserves the right to cancel the User's request or part of it in the following cases:
 - 2.6.1. the request could not be confirmed by the Operator due to an incorrectly or incompletely filled out User profile in the Application,
 - 2.6.2. The User was identified by the Operator as risky based on an evaluation of his/her previous behavior (causing material damage to the Operator),
 - 2.6.3. a technical error occurs in the Application.
- 2.7. The Operator undertakes, upon the User's request, to allow the temporary borrowing of movable items located in the LOX, and the User undertakes to return them to the relevant LOX after the end of their use.
- 2.8. Unless otherwise stated in the Application, the User is entitled to use movable property borrowed from LOX for a maximum of 90 minutes per day free of charge. After this period, the Operator is entitled to charge the User a fee in accordance with the price list specified in the Application.
- 2.9. The User is obliged to return the movable property undamaged to the LOX and then properly close it. The User confirms the return of the movable property to the LOX and its proper closure by taking a photo of it and uploading it to the Application.
- 2.10. The User acknowledges that by concluding a rental agreement, he does not acquire any rights to use trademarks, trade names, company logos or patents of the Operator or other affected entities, unless otherwise agreed in a separate agreement in individual cases.

3. RENTAL TERMS

- 3.1. In order to borrow movable items located in LOXs, the User is obliged to comply with the following rules:
 - 3.1.1. create a user profile in the Application or on the Operator's website and fill in the fields marked with the symbol * with true personal information,
 - 3.1.2. log in to your profile,
 - 3.1.3. select the country in which the User will be active,
 - 3.1.4. load credit into your profile in the amount according to the tariff available in the Application (depending on the selected country), which constitutes a refundable

deposit (hereinafter referred to as the " **Deposit** ") under the conditions set out in these Terms and Conditions,

- 3.1.5. allow the Application to track the location of the device on which it is used,
 - 3.1.6. mark the relevant LOX on the map and select the cell in which the movable property you are interested in borrowing is located,
 - 3.1.7. after removing the movable item from the relevant cell, close it properly,
 - 3.1.8. use the movable property borrowed from LOX in accordance with the conditions set out in these VPPA or by its manufacturer, in the manner intended for that purpose and for the specified time,
 - 3.1.9. after the end of using the borrowed movable item, return it to the same cell from which it was taken, properly close the cell and confirm its closure and return of the item by taking a photo and uploading it to the Application.
- 3.2. The User is fully responsible for the truthfulness of the data provided in his/her profile. If the Operator finds that the data provided is false or the profile is "fake", it reserves the right to delete it and prevent the User who created it from creating a new one.
- 3.3. The user must comply with the following rules when using the movable property:
- 3.3.1. respect the Operator's ownership rights to movable property and applicable legal regulations,
 - 3.3.2. not to intentionally damage or devalue, disassemble, modify or alter the borrowed item in any way,
 - 3.3.3. respect the manufacturer's instructions for using the borrowed item,
 - 3.3.4. not allow a third party to use the borrowed item unless it is intended for a pair sport (e.g. ping-pong rackets),
 - 3.3.5. immediately report any damage to the borrowed item and/or LOX to the Operator and inform him of the circumstances under which the damage occurred, if known to him,
 - 3.3.6. respect the instructions displayed in the Application.
- 3.4. After the rental is terminated, the User is entitled to:
- 3.4.1. request a refund of the Deposit,
 - 3.4.2. keep the Deposit saved in the Application in your profile for the purpose of further borrowing.
- 3.5. In the event that the User requests a refund of the Deposit, the Operator shall immediately examine whether any of the facts specified in paragraphs 4.3 and 4.4 of these VPPA have occurred and, if not, shall send the same to the User within 5 business days of submitting the request for a refund of the Deposit. In the event that any of the facts specified in paragraphs 4.3 and 4.4 of these VPPA have occurred, the Operator shall inform the User thereof within the period specified in the previous sentence by sending a notification to his/her specified e-mail address together with the amount of the Deposit that will be refunded in view of these facts.
- 3.6. If the User believes that the notification sent by the Operator pursuant to the previous paragraph of these VPPA is based on incorrect facts, he/she has the opportunity to object to it in writing within 10 days of its delivery, by sending an e-mail to the Operator's address: support@yourlox.com, stating the reasons why he/she believes the notification is incorrect, otherwise he/she is deemed to agree with its content.
- 3.7. The Operator emphasizes and the User acknowledges that the LOXs are not used for storing the User's private belongings during the rental period and are not intended for this purpose. If the

User locks any of his/her private belongings in the LOX despite this warning during the rental period, he/she bears full responsibility for them and the Operator is not liable for any damage in the event of their theft or damage.

4. LIABILITY FOR DAMAGE

- 4.1. The Operator is not liable to the User for damage, including damage to health, except in cases where the damage was caused by a culpable breach of the Operator's obligations.
- 4.2. The Operator has the right, in justified cases, to temporarily shut down the Application without any notice or reason.
- 4.3. The User is responsible for the timely return of borrowed movable items to LOX. If the rental period exceeds 90 minutes, the User is obliged to pay the rental fee in accordance with the tariff specified in the Application.
- 4.4. The user is responsible for damage caused to borrowed movable property, as well as LOX, which he handled or disposed of in violation of these VPPA, manufacturer's instructions, or applicable legal regulations.
- 4.5. The Operator is entitled to unilaterally offset the User's claim for the return of the Deposit with its claim for payment of the fee pursuant to Section 4.3 of these VPPA or damages pursuant to Section 4.4 of these VPPA. This does not affect the Operator's claim for compensation for damages exceeding the amount of the Deposit.

5. PERSONAL DATA PROTECTION

- 5.1. The User acknowledges that the Operator, in connection with the conclusion and performance of the rental agreement, as well as in connection with the use of the Application and the Operator's website, collects and processes his personal data as a data subject pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the " **GDPR** ") and pursuant to Act No. 18/2018 Coll. on the Protection of Personal Data (hereinafter referred to as the " **Act on the Protection of Personal Data** "). Information and instructions on the collection and processing of personal data are available at www.yourlox.com/gdpr.
- 5.2. The User acknowledges that the personal data provided in his/her user profile is stored by the Operator for the duration of the user account registration and active use of the Application. In the event that the user account is not used for a period longer than 24 months since the last login, the Operator may cancel the user account and delete or anonymize personal data, unless their further storage is necessary to fulfill the Operator's legal obligations or to protect its rights and legitimate interests, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and Act No. 18/2018 Coll. on the Protection of Personal Data.
- 5.3. The User has the right to request the deletion of his/her user account and personal data at any time via the account deletion button available in the user profile in the Application. After confirming this request, the user account will be deactivated and the user's personal data will be deleted or anonymized after a period of 30 days from the date of submission of the request so that the data subject can no longer be identified. During this period, the account may be temporarily retained for the purpose of processing any ongoing services, complaints or

fulfilling the Operator's legal obligations. This does not affect the data that the Operator is obliged to retain for a period specified by specific legal regulations or to protect its rights and legitimate interests.

6. SERVICE OF DOCUMENTS

- 6.1. Unless otherwise stated in these VPPA, all notifications, requests and other submissions between the Operator and the User that are to be made in writing under these VPPA or generally binding legal regulations (hereinafter referred to as "**Documents** ") shall be deemed to have been duly served on the other party if they are served on it by any of the following methods:
 - 6.1.1. by personal delivery to the addressee at the address specified in these VPPA or in the user profile or notified to the other party in another relevant manner,
 - 6.1.2. by delivery via postman,
 - 6.1.3. by courier service
 - 6.1.4. electronically (by e-mail) to the electronic address specified by the User in his/her profile and, in the case of the Operator, to the address support@yourlox.com.
- 6.2. In the case of personal delivery, documents are deemed to have been delivered on the date indicated on the confirmation of receipt of the written item by its addressee (e.g. confirmation of receipt on a copy of the delivered document), or on the date of refusal to accept a personally delivered document.
- 6.3. Documents delivered by the Operator or User via a postal carrier (hereinafter referred to as the "**shipment** ") are deemed to have been delivered to their addressee (or a person authorized by them to receive the shipments):
 - 6.3.1. the day of receipt of the shipment,
 - 6.3.2. the day on which the addressee or the person authorized by him to receive the shipment refused to accept the shipment,
 - 6.3.3. on the 7th (seventh) day from the date the shipment was deposited at the post office,
 - 6.3.4. on the day the shipment is returned to the sender, if it was not possible to identify the addressee or the person authorized by him to receive the shipment at the address specified in the written order or the last known address,
- 6.4. Documents delivered by courier service are deemed to have been delivered on the date stated in the delivery confirmation or on the date of refusal by the addressee to accept the delivered document.
- 6.5. Documents delivered electronically (by e-mail) are deemed to have been delivered on the next business day after the day on which the e-mail message was sent.
- 6.6. Each party is obliged to notify the other party of any change in delivery address and e-mail address without delay after such change occurs.

7. ALTERNATIVE RESOLUTION OF CONSUMER DISPUTES

- 7.1. Disputes that arise between the Operator and the User in connection with the rental agreement will be resolved by agreement with the aim of achieving an amicable resolution of the dispute.

- 7.2. The User has the right to contact the Operator with a request for redress if he believes that the Operator has violated his rights. The User has the right to submit a proposal to the alternative dispute resolution entity to initiate alternative resolution of a consumer dispute in accordance with the conditions set out in Act No. 391/2015 Coll. on alternative resolution of consumer disputes and on amendments and supplements to certain acts (hereinafter referred to as the "**Act on Alternative Resolution of Consumer Disputes**"), in the event that the Operator has responded negatively to his request for redress or has not responded to it within 30 (thirty) days from the date of its sending.
- 7.3. Filing a proposal for alternative resolution of a consumer dispute does not affect the User's right to assert their rights in the competent court.
- 7.4. The list of alternative consumer dispute resolution entities is published on the website of the Ministry of Economy of the Slovak Republic.
- 7.5. The user can also use the online dispute resolution platform, which is available on the website <http://ec.europa.eu/consumers/odr/>, to submit a proposal for alternative resolution of a consumer dispute.

8. FINAL PROVISIONS

- 8.1. These VPPA apply to all rentals made through the Application.
- 8.2. The Operator reserves the right to change these VPPA. These VPPA replace the previously valid conditions on the date of entry into force. The relationship between the Operator and the User is governed by those VPPA that were valid and effective on the date of entering the request to open LOX into the Application.
- 8.3. The relations between the Operator and the User that are not regulated by these VPPA are subject to the relevant provisions of Act No. 102/2014 Coll. on Consumer Protection on consumer protection in the sale of goods at a distance or outside business premises, as amended, Act No. 250/2007 Coll. on Consumer Protection and on amending Act No. 372/1990 Coll. on Offences of the Slovak National Council, as amended, Act No. 22/2004 Coll. on Electronic Commerce and on amending and supplementing Act No. 128/2002 Coll. on State Control of the Internal Market in Matters of Consumer Protection and on amending and supplementing certain acts, as amended by Act No. 284/2002 Coll., Act No. 40/1964 Coll. of the Civil Code, as amended.
- 8.4. The User declares that he has read these VPPA and undertakes to comply with them.
- 8.5. These VPPA enter into force and effect on March 18, 2026.