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

with its registered office at Pekárska 14/160, 917 01 Trnava, ID No. (IČO): 53 982 371, registered in the Commercial Register of the District Court Trnava, Section: Sro, Insert No.: 49724/T (hereinafter referred to as "GTCU"), which govern the mutual relationship between the service user and the provider.

1. GENERAL PROVISIONS

1.1 These GTCU govern the mutual rights and obligations of the Provider and the User arising in connection with or on the basis of a loan agreement concluded between the Provider:

1.1.1. YOURLOX, s. r. o., with its registered office at Pekárska 14/160, 917 01 Trnava, ID No.: 53 982 371,
registered in the Commercial Register of the District Court Trnava, Section: Sro, Insert No.:
49724/T, e-mail address: info@yourlox.com (hereinafter referred to as the "Provider"); and

1.1.2. The Service User.

1.2. These GTCU govern:

- the process and conditions of registration in the Provider's application,
- the process and conditions for using services provided through the Provider's application,
- the rights and obligations of the User when using the services,
- the User's liability for damage to borrowed items owned by the Provider.

1.3. For the purposes of these GTCU, a User means a natural person – a consumer, older than 16 years, who installs the free application YOURLOX (hereinafter referred to as the "Application") on their mobile device for the purpose of using services for borrowing movable items located in devices operated by the Provider (hereinafter referred to as "LOX").

1.4. The Provider provides short-term loan services for movable items located in LOXs through the Application, aimed at supporting and developing physical activities of Users.

1.5. Use of the services provided through the Application is possible only after filling out the registration form provided in the Application or on the Provider's website www.yourlox.com and subsequently logging into the user account (profile).

1.6. The services of borrowing movable items are sponsored by the Provider's business partners, and are therefore provided to Users free of charge for a period of 90 minutes per day.

1.7. These GTCU constitute the entire agreement between the Provider and the User, and their acceptance and subsequent use of services by the User constitutes the conclusion of a loan agreement between the Provider and the User.

1.8. Unless stated otherwise in these GTCU, legal relations between the Provider and the User not expressly regulated by these terms and conditions shall be governed by the relevant provisions of Act No. 40/1964 Coll., the Civil Code, as amended, Act No. 250/2007 Coll. on Consumer Protection and amending 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 under a Distance Contract or a Contract Concluded Outside the Seller's Business Premises and amending certain laws, and other generally binding legal regulations of the Slovak Republic.

2. CONCLUSION OF THE LOAN AGREEMENT

2.1. The loan agreement between the Provider and the User is concluded upon the submission of a request to open a LOX by the User through the Application and an automated confirmation by the Provider of the receipt of the User's request, resulting in the opening of the respective LOX, thereby making the movable items stored inside accessible. The Provider shall 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 they have read and understood these GTCU.

2.2. The confirmation of the request sent to the User's e-mail address provided during registration contains information regarding the location and designation of the LOX, the type of borrowed item, the time of opening and closing of the LOX, the total duration of the loan, data on the User who submitted the request in the Application, and data on the Provider's business partner whose support enabled the User to borrow the item in question.

2.3. A User can submit a request to open a LOX only as a registered User.

2.4. Costs incurred by the User when using distance communication means in connection with submitting a request to open a LOX and further use of the Application (e.g., internet connection costs) shall be borne entirely by the User.

2.5. The User acknowledges that the Provider is not liable for potential data transmission errors through communication means in connection with using the Application.

2.6. The Provider reserves the right to cancel the User's request or part thereof in the following cases:

2.6.1. the request could not be bindingly confirmed by the Provider due to an incorrectly or incompletely filled profile of the User in the Application,

2.6.2. the User was identified by the Provider as high-risk based on an evaluation of their previous behavior (causing material damage to the Provider),

2.6.3. a technical error occurs in the Application.

2.7. Upon request of the User, the Provider undertakes to allow temporary borrowing of movable items located in the LOX, and after ending their use, the User undertakes to return them to the appropriate LOX.

2.8. The User is entitled to use movable items borrowed from the LOX free of charge for a maximum period of 90 minutes per day. After this period expires, the Provider is entitled to charge the User a fee according to the price tariff specified in the Application.

2.9. The User is obliged to return movable items undamaged to the LOX and subsequently close it properly. The return of the movable item to the LOX and its proper closure shall be confirmed by the User taking a photograph of it and uploading the photograph to the Application.

2.10. The User acknowledges that by concluding the loan agreement, no rights arise to use trademarks, trade names, company logos, or patents of the Provider or other affected entities, unless agreed otherwise in individual cases by a separate agreement.

3. CONDITIONS OF LOAN

3.1. In order to borrow movable items stored 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 Provider's website and fill in the fields marked with a * symbol with truthful personal data,

3.1.2. log into the profile,

3.1.3. top up credit in their profile in the amount of EUR 10, which under the conditions set out in these GTCU represents a refundable deposit (hereinafter referred to as the "Deposit"),

3.1.4. allow the Application to track the location of the device on which it is being used,

3.1.5. select the corresponding LOX on the map and select the compartment containing the movable item they wish to borrow,

3.1.6. after removing the movable item from the respective compartment, close it properly,

3.1.7. use the movable item borrowed from the LOX in accordance with the terms set forth in these GTCU or by its manufacturer, in the intended manner and for the designated period,

3.1.8. upon finishing the use of the borrowed movable item, return it to the same compartment from which it was taken, properly close the compartment, 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 accuracy of the data provided in their profile. If the Provider discovers that the provided information is untrue, or that 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. When using the movable item, the User must observe the following rules:

3.3.1. respect the Provider's ownership rights to the movable item and applicable legal regulations,

3.3.2. not intentionally damage, depreciate, disassemble, modify, or alter the borrowed item in any way,

3.3.3. comply with 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 paddles),

3.3.5. report any damage to the borrowed item and/or LOX to the Provider immediately and inform them of the circumstances under which the damage occurred, if known,

3.3.6. follow instructions displayed in the Application.

3.4. After the loan period ends, the User is entitled to:

3.4.1. request a refund of the Deposit,

3.4.2. leave the Deposit stored in the Application profile for the purpose of future loans.

3.5. If the User requests a refund of the Deposit, the Provider shall immediately examine whether any of the circumstances specified in paras.

4.3 and 4.4 of these GTCU have occurred, and if not, refund the Deposit to the User within 3 working days from submitting the refund request. If any of the circumstances mentioned in paras. 4.3 and 4.4 of these GTCU occurred, the Provider shall inform the User within the time limit specified in the previous sentence by sending a notification to their provided e-mail address, stating the amount of Deposit that will be refunded in light of these facts.

3.6. If the User believes that the notification sent by the Provider pursuant to the previous paragraph of these GTCU is based on incorrect facts, they have the option to object in writing within 10 days of its delivery by sending an e-mail to the Provider's address: support@yourlox.com detailing the reasons why they consider the notification incorrect; otherwise, it is assumed that they agree with its content.

3.7. The Provider emphasizes and the User acknowledges that LOXs do not serve during the loan period for storing the User's private belongings and are not intended for this purpose. If the User, despite this warning, locks any of their personal belongings in the LOX during the loan period, they bear full responsibility for them, and the Provider is not liable for any damage in the event of their theft or damage.

4. LIABILITY FOR DAMAGE

4.1. The Provider is not liable to the User for damage, including personal injury, except in cases where the damage was caused by a culpable breach of the Provider's obligations.

4.2. The Provider reserves the right in justified cases to temporarily shut down the Application without prior notice and without stating a reason.

4.3. The User is responsible for returning the borrowed movable items to the LOX in a timely manner. In the event that the loan duration exceeds 90 minutes, the User is obliged to pay a rental fee in accordance with the tariff specified in the Application.

4.4. The User is liable for damage caused to the borrowed movable items as well as the LOX handled or disposed of in violation of these GTCU, manufacturer instructions, or applicable legal regulations.

4.5. The Provider is entitled to unilaterally set off the User's claim for a Deposit refund against its claim for payment of the fee under para. 4.3 of these GTCU or damages under para. 4.4 of these GTCU. This does not affect the Provider's claim for compensation for damage exceeding the Deposit amount.

5. PROTECTION OF PERSONAL DATA

5.1. The User acknowledges that in connection with the conclusion and performance of the loan agreement, as well as in connection with using the Application and the Provider's website, the Provider obtains and processes their 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, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "GDPR") and pursuant to Act No. 18/2018 Coll. on Personal Data Protection (hereinafter referred to as the "Personal Data Protection Act"). Information and guidance regarding the collection and processing of personal data are available at www.yourlox.com/gdpr.

6. DELIVERY OF DOCUMENTS

6.1. Unless stated otherwise in these GTCU, all notices, demands, and other communications between the Provider and the User that are required to be made in writing according to these GTCU or generally binding legal regulations (hereinafter referred to as "documents") shall be deemed properly delivered to the other party if delivered by any of the following methods:

6.1.1. personal delivery to the recipient at the address specified in these GTCU or in the user profile, or communicated to the other party in another relevant manner,

6.1.2. delivery via postal mail service,

6.1.3. courier service

6.1.4. electronically (by e-mail) to the e-mail address specified by the User in their profile, and in the case of the Provider to support@yourlox.com.

6.2. In the case of personal delivery, documents are deemed delivered on the date indicated on the receipt confirmation of the written item by its recipient (e.g., confirmation of receipt on a copy of the delivered document) or on the date of refusal to accept the personally delivered document.

6.3. Documents delivered by the Provider or User via postal service (hereinafter referred to as the "shipment") are deemed delivered to their recipient (or a person authorized by them to receive shipments):

6.3.1. on the date of receipt of the shipment,

6.3.2. on the date when the recipient or person authorized by them to receive shipments 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 date the shipment is returned to the sender, if it was impossible to locate the recipient or person authorized by them to receive shipments at the address specified in the written order or last known address,

6.4. Documents delivered by courier service shall be deemed delivered on the date specified in the delivery receipt or on the date of refusal to accept the delivered document by the recipient.

6.5. Documents delivered electronically (by e-mail) shall be deemed delivered on the next business day following the day the e-mail message was sent.

6.6. Each contracting party is obliged to notify the other contracting party of any change in delivery address and e-mail address immediately after such change occurs.

7. ALTERNATIVE DISPUTE RESOLUTION FOR CONSUMERS

7.1. Disputes arising between the Provider and the User in connection with the loan agreement shall primarily be resolved by mutual agreement with the aim of reaching an amicable settlement.

7.2. The User has the right to contact the Provider with a request for remedy if they believe that the Provider has violated their rights. The User has the right to submit a proposal for initiation of alternative consumer dispute resolution to an alternative dispute resolution entity in accordance with the conditions set forth in Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes and amending certain laws (hereinafter referred to as the "Act on Alternative Consumer Dispute Resolution"), if the Provider responded negatively to their request for remedy or failed to respond within 30 (thirty) days from the date of its sending.

7.3. Submitting a proposal for alternative consumer dispute resolution does not affect the User's right to seek protection of their rights before 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 may also use the online dispute resolution platform available at http://ec.europa.eu/consumers/odr/ to submit a proposal for alternative consumer dispute resolution.

8. FINAL PROVISIONS

8.1. These GTCU apply to all loans made through the Application.

8.2. The Provider reserves the right to amend these GTCU. As of their effective date, these GTCU replace any previously effective terms. The relationship between the Provider and the User shall be governed by the GTCU in force and effect on the day the request to open a LOX is submitted into the Application.

8.3. Relations between the Provider and the User not regulated by these GTCU shall be governed by relevant provisions of Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods under Distance or Off-Premises Contracts, as amended, Act No. 250/2007 Coll. on Consumer Protection and amending Act of the Slovak National Council No. 372/1990 Coll. on Offences, as amended, Act No. 22/2004 Coll. on Electronic Commerce and amending Act No. 128/2002 Coll. on State Control of the Internal Market in Consumer Protection Matters and amending certain laws, as amended by Act No. 284/2002 Coll., and Act No. 40/1964 Coll., the Civil Code, as amended.

8.4. The User declares that they have read these GTCU and undertake to comply with them.

8.5. These GTCU come into force and effect on November 1, 2023.