

## Refund Policy

### 1. Introductory provisions

- 1.1. This refund policy is issued by NFCtron a.s., with its registered office at Opletalova 1525/39, Nové Město, 110 00 Prague 1, Company ID: 072 83 539, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 25707 (hereinafter "**Provider**").
- 1.2. The refund policy contains information about the scope, conditions, and method of claiming a refund of Credit in connection with the use of the NFCtron Tickets service, along with details on where the Credit refund can be claimed, as well as the conditions and method for returning already purchased Tickets (hereinafter "**Refund Policy**").
- 1.3. The Refund Policy is drawn up in accordance with the provisions of Article 2.34 of the General Terms and Conditions for the NFCtron Hub services and the NFCtron Cash Register System of the Provider (**GTC for organizers**) and the General Terms of Use for event attendees using the NFCtron Tickets service (**GTC for users**). (The GTC for organizers and the GTC for users are hereinafter collectively "**GTC**").

### 2. Definitions of Terms

- 2.1. The Provider operates the NFCtron Tickets service (hereinafter "NFCtron Tickets"), which is used for looking up social events, such as concerts, theater performances, or other cultural shows, as well as all other events that involve the consumer's leisure time at a predetermined date and location (hereinafter "Events"), for purchasing tickets to these social Events and for acquiring related services (hereinafter "Tickets"), such as loading cashless credit for the purchase of goods and services at the Event (hereinafter "Credit").
- 2.2. The Event Organizer is a natural or legal person different from the Provider, who arranges and organizes the Event and is the seller of tickets for the Event (hereinafter "Organizer").
- 2.3. The User is a natural or legal person who is interested in using the NFCtron Tickets service and who, in accordance with Article III and subsequent provisions of the GTC for users, will enter into contracts with individual Organizers (hereinafter "User").
- 2.4. Inactive Credit, as defined in this Refund Policy, refers to any Credit purchased before the start of the Event through the NFCtron Tickets service that has not been activated according to Article VII, Section 1 of the GTC for users, meaning it has not been utilized using a special wristband containing an NFC chip (hereinafter "Chip"), which is issued to the User or another authorized person no later than upon their arrival at the Event (hereinafter "Inactive Credit").
- 2.5. Active Credit, as defined in this Refund Policy, refers to any Credit: a) purchased before the start of the Event that has been activated according to Article VII, Section 1 of the GTC for users, meaning it has been utilized using the Chip; and b) any Credit purchased by the User through official sales points designated as "Top-up Point" directly at the Event, using cash or cashless payment (hereinafter "Active Credit").
- 2.6. A Credit Refund refers to the return of unused Active Credit or the return of Inactive Credit to the User by the Organizer (hereinafter "Credit Refund").

- 2.7. The Admission Fee refers to the amount of the purchase price for the Ticket purchased through the NFCtron Tickets service (hereinafter "Admission Fee").
- 2.8. Words beginning with a capital letter and not specifically defined in this Refund Policy have the same meaning as in the GTC.

### 3. For Users

#### 3.1. Ticket Refund

- 3.1.1. The User hereby acknowledges that, in accordance with the provisions of Section 1837(j) of Act No. 89/2012 Coll., the Civil Code, as amended (the "Civil Code"), the User, as the purchaser, does not have the right to withdraw from the contract concluded between the User and the Organizer through the NFCtron Tickets service under the provisions of Section 1829 of the Civil Code (withdrawal from the contract within 14 days without stating a reason), given that this is a contract for the use of leisure time and the performance is provided by the entrepreneur, in this case, the Event Organizer, at a specified date.
- 3.1.2. The User also does not have the right to a Ticket Refund before the official date of the Event. If the User's Request for a Ticket Refund, submitted according to Section 2.1.4 of this article, is granted, it is solely a voluntary decision made by the Provider on behalf of and at the expense of the Organizer.
- 3.1.3. The procedure under Section 2.1.1. does not apply in cases where the venue or date of the Event has been changed or the Event has been completely canceled.
- 3.1.4. The User may request a refund of the Admission Fee for a Ticket purchased through the NFCtron Tickets service (hereinafter "Request for Ticket Refund") before the start of the Event by sending an email to: [info@nfctron.com](mailto:info@nfctron.com) . The User is required to include the reason for requesting the Ticket Refund, along with the order number, in the Request for Ticket Refund. The Provider also emphasizes that the Request for Ticket Refund must be sent from the User's email address used to create the Ticket purchase order.
- 3.1.5. The Provider, on behalf of and at the expense of the Organizer, decides on the processing of Ticket Refund requests.
- 3.1.6. The User hereby acknowledges that the Provider assumes no responsibility for the Event organized by the Organizer. Complaints related to the Event itself, or specifically to the Tickets—such as changes in the Event program, rescheduling of the Event dates, or, in extreme cases, the cancellation of the Event, including claims for compensation for any damage that may be incurred by the User or any third party in connection with the Event, and all claims arising from the purchase of Tickets for the Event must be addressed to the Organizer through the Provider.
- 3.1.7. If the Organizer changes the venue or date of the Event or cancels the Event entirely, the User will be notified of this by the Organizer.
- 3.1.8. If the Organizer changes the date of the Event, the User has the right to a Ticket Refund. This right can be exercised by the User no later than the fifth business day following the original Event date and only if the Ticket has not yet been used, by sending a request to the email address: [info@nfctron.com](mailto:info@nfctron.com). If the User does not exercise this right within the specified period, it is assumed that the User intends to attend the Event on the rescheduled date. If the date of the Event is changed due to circumstances beyond the

Organizer's control as a result of force majeure (e.g., natural disasters, epidemics, decisions by public authorities), the Ticket remains valid for the rescheduled date, and the User is not entitled to a Ticket Refund or exchange.

- 3.1.9. If the Organizer cancels the Event entirely, the User has the right to a Ticket Refund. The right to a Ticket Refund or a voucher for future purchases can be exercised by the User no later than the fifth business day following the original Event date by sending a request to the email address: [info@nfctron.com](mailto:info@nfctron.com). If the User does not exercise this right within the specified period, the User will only be entitled to exchange the Ticket for a voucher for future purchases. If the Event is canceled entirely due to circumstances beyond the Organizer's control, such as force majeure (e.g., natural disasters, epidemics, decisions by public authorities), the User will only be entitled to exchange the Ticket for a voucher for future purchases.
- 3.1.10. The Provider will refund the Admission Fee on behalf of and at the expense of the Organizer in the manner described below, and only up to the amount of funds provided to the Provider by the Organizer. These funds primarily refer to the financial resources that the Provider has received from Users for the sale of Tickets and that have not yet been transferred to the Organizer of the Event. For any portion of the User's claims that are not satisfied, the Organizer of the canceled Event, and not the Provider, is solely responsible to the User.
- 3.1.11. If the conditions for a Ticket Refund as per Sections 2.1.4 and 2.1.8 through 2.1.10 of the Refund Policy are met, the Admission Fee will be refunded to the User's account associated with the card used for the payment of the Admission Fee, and in the case of payment by bank transfer, to the bank account from which the Admission Fee was sent.
- 3.1.12. Any complaints other than those mentioned above will be forwarded by the Provider to the Organizer for review and/or direct resolution. Upon request, the User will be provided with direct contact information for the Organizer.
- 3.1.13. When the Admission Fee is refunded to the User's bank account, the User's banking service provider may charge an administrative or other fee, particularly, but not exclusively, for refunds to accounts held at banking institutions outside the SEPA (Single Euro Payments Area). Neither the Organizer nor the Provider is responsible for these fees. The Admission Fee is primarily refunded in the currency in which the Event is conducted; however, the User may request a refund in a different currency. In such cases, the refunded amount may be affected by the exchange rate difference, which is calculated according to Article 3.3.5(b) of this Refund Policy.
- 3.1.14. It is not possible to file any complaint with the Provider regarding any ticket for any Event that the User did not purchase through the NFCtron sales network.

### **3.2. Refund of Inactive Credit**

- 3.2.1. The User may submit a claim for the refund of Inactive Credit ("Request for Inactive Credit Refund") by emailing [info@nfctron.com](mailto:info@nfctron.com) at any time from the date of Credit purchase until the end of the standard refund period (the duration of which the User is informed of by the Organizer or Provider).
- 3.2.2. The User is required to include the reason for requesting the refund of Inactive Credit, along with the order number, in the Request for Inactive Credit Refund. The Provider also

emphasizes that the Request for Inactive Credit Refund must be sent from the User's email address that was used to create the order for the purchase of the Inactive Credit.

- 3.2.3. The Provider, on behalf of and at the expense of the Organizer, decides on the processing of the Request for Inactive Credit Refund.
- 3.2.4. The refund of Inactive Credit is processed under conditions similar to those outlined in Article 3.3.5(a) through (d) of this Refund Policy.
- 3.3. Refund of Unused Active Credit
  - 3.3.1. The User may submit a claim for the refund of any unused Active Credit at any time from the date of Credit activation until the end of the standard refund period (the duration of which the User is informed of by the Organizer or Provider).
  - 3.3.2. The User hereby expressly agrees to these conditions and acknowledges that they may not be eligible for a refund of unused Active Credit if they request the refund later than the period specified by the Organizer or Provider.
  - 3.3.3. The Provider, on behalf of and at the expense of the Organizer, decides on the refund of unused Active Credit.
  - 3.3.4. The refund of Active Credit can be processed in the following ways (it is entirely up to the User's discretion which refund option they choose):
    - a. Through the NFCtron Tickets user profile: Available at the following web address: [insert link here]. In the user profile, the User can request a refund of Credit after purchasing it.
    - b. Through an information slip with a QR code: When activating Credit at a Charging Station at a specific Event, the User will receive an information slip with a QR code, which provides a link to an online receipt where the User can view the remaining balance of Active Credit and request a refund. If the User loses the information slip with the QR code during the Event, they can request a new information slip at the Charging Station.
    - c. By sending a request via email: If the User loses the information slip with the QR code and the Event has already ended, they can request a refund of Active Credit by sending a request to the email address: info@nfctron.com. The request for a refund of unused Active Credit must include the User's chip number (found on the back of the chip), a photo of this number, and the account number where the refund should be sent.
    - d. Through the NFCtron app: Available for download on the App Store or Google Play, where the User can monitor the remaining balance of Active Credit and request a refund by scanning the chip with their mobile phone's NFC reader.
  - 3.3.5. If the User requests a refund of unused Active Credit no later than 14 days after the end of the Event, the refund will be processed under the following conditions:
    - a. Refund in the Event's Currency: Refunds are primarily provided in the currency in which the Event is conducted. However, the User may request a refund in a different currency. For such refunds, the User's banking service provider may charge administrative or other fees, for which neither the Organizer nor the Provider is responsible. The Organizer and Provider are also not responsible for the acceptance of domestic or international payments by the User's banking service provider, which

may set its own conditions for accepting such payments and potentially charge fees for doing so.

- b. Refund in Czech Crowns (CZK) for Events Conducted in CZK: In the case of a refund of unused Active Credit in Czech crowns, the User will receive an amount corresponding to the value of the remaining unused Active Credit sent to the account provided in the refund request or to the User's registered bank account. The Provider and Organizer are not responsible for any administrative or other fees that may be deducted from the refunded Active Credit amount by the User's banking service provider.
- c. Refund in EUR or Other Currency Different from the Event's Currency: Refunds of unused Active Credit can also be made in euros within the Single Euro Payments Area (SEPA) or in another currency different from the Event's currency, under the conditions outlined below. In the case of a refund request in euros or another currency, the User will be required to provide information necessary for processing a SEPA payment or other international payment. The User must provide at least the following details: the IBAN of the account to which the unused Active Credit should be refunded and the account holder's information. The exchange rate for the refund will be based on the current exchange rate provided by the User's banking service provider. An administrative fee will be charged for the refund of Active Credit in euros or another currency different from the Event's currency. This fee is intended to cover administrative costs and amounts to 5% of the refund amount, but no less than 0.5 EUR or its equivalent in another currency (hereinafter referred to as the "Administrative Fee"). The refund amount sent to the User will be reduced by the Administrative Fee. Additionally, the refund may be subject to administrative fees such as the fee for processing a SEPA payment or another international payment, as well as other fees imposed by the User's banking service provider. All additional fees associated with the refund will be borne by the User. Neither the Provider nor the Organizer is responsible for any administrative or other fees that may be deducted from the refunded Active Credit amount in euros by the User's banking service provider.
- d. Minimum Refundable Amounts: For technical reasons, it is not possible to refund an amount lower than the equivalent of 0.5 EUR (or its equivalent in Czech crowns) for refunds to an account held at a banking institution within the SEPA area, and not less than the equivalent of 8 EUR (or its equivalent in Czech crowns) for refunds to an account held at a banking institution outside the SEPA area (e.g., accounts with banking service providers based in Australia, the USA, Canada, Israel, etc.).

## 4. For Organizers

### 4.1. Ticket Refunds

- 4.1.1. The Organizer acknowledges and expressly agrees that Ticket Refunds according to the complaints procedure outlined in Article 6 of the GTC for users are entirely at the discretion of the Provider. Acting on behalf of and at the expense of the Organizer, based on a mandate-type contract, the Provider may refund the purchase price of Tickets to the User.

- 4.1.2. The funds referred to in the previous paragraph primarily consist of the financial resources that the Provider has received from Users for the sale of Tickets and that have not yet been transferred to the Organizer's account.
- 4.1.3. For the failure to provide a Ticket Refund to the User beyond the funds that the Organizer provides to the Provider for the purpose of refunding Tickets, the Organizer of the canceled Event is solely responsible to the User, not the Provider.
- 4.1.4. The Organizer declares that the return of Tickets, the refund of financial resources, and other methods of refund decided by the Provider in accordance with the GTC and this Refund Policy do not cause any damage to the Organizer. This is a decision and process with which the Organizer expressly agrees.

#### **4.2. Refund of Active Credit and Inactive Credit**

- 4.2.1. The Organizer acknowledges and expressly agrees that the obligation to refund Credit under this Refund Policy refers to the Organizer's responsibility to refund Credit to individual Users. The Provider acts solely as an intermediary in the Credit Refund process based on a mandate-type contract concluded between the Organizer and the Provider before the start of the Event.
- 4.2.2. The Organizer expressly agrees that the Provider has full discretion to grant or deny Credit Refunds to Users, entirely at its own discretion, and that any liability of the Provider towards the Organizer for the Credit Refunds paid out is expressly excluded.

#### **4.3. Deposit**

- 4.3.1. The Deposit is the amount of the Event's Financial Resources in the Event Bank Account at the time of the Event's Conclusion, which the Provider may withhold and not disburse for other payments (except for Credit refunds to Event Participants) at any time after the Event's Conclusion, for the purpose of settling Credit refunds for Event Participants (hereinafter "Deposit").
- 4.3.2. Unless otherwise agreed between the Organizer and the Provider, the amount of the Deposit that the Provider may withhold in the Event Bank Account for Credit refunds after the refund period, in accordance with the conditions set forth in the GTC, is 5% of the total Credit balances of Event participants at the time of the Event's Conclusion.
- 4.3.3. The Provider is entitled to withhold and not disburse the Event's Financial Resources, even after the 14-day period for Credit refunds specified in this Refund Policy, up to the amount of the Deposit.
- 4.3.4. The Organizer expressly agrees that the Provider may, at its sole discretion, use the Deposit for later Credit refunds to Event Participants, even beyond the scope of this Refund Policy.
- 4.3.5. Any remaining portion of the Deposit after the Credit refunds mentioned in the previous paragraph, even beyond the scope of this Refund Policy, will be paid to the Organizer no later than December 31 of the year in which the Event took place, or by March 31 of the following calendar year if the Event takes place in October, November, or December.
- 4.3.6. The Organizer expressly agrees that until the Deposit is paid out to the Organizer within the timeframes specified in the previous paragraph, the Provider has full discretion to grant or deny Credit Refunds to Users, even if the conditions for Credit Refunds under this Refund Policy are not met. The Provider is solely responsible for making this decision, and any liability for refunds paid out to Users is expressly excluded. After the

Deposit is paid out, the Provider may direct Users with Credit refund claims to the Organizer.