

GENERAL TERMS AND CONDITIONS

1. Operator

- 1.1 The company MY HAIRCLOUD s.r.o., with its registered office at Na Skalce 941/13, Smíchov, 150 00 Prague 5, Identification No.: 17806691, registered in the Commercial Register maintained by the Municipal Court in Prague under file No. C 376075 (hereinafter referred to as the **“Operator”**), is the operator of the online streaming service MY HAIRCLOUD (containing in particular videos, podcasts or other audiovisual works, including possible live broadcasts) focused primarily on hairdressing-related content intended for the global hairdressing market (hereinafter referred to as **“MY HAIRCLOUD”**), available on the website <https://myhaircloud.com> (hereinafter referred to as the **“Website”**).

2. Users, Registered Users and User Account

- 2.1 These General Terms and Conditions (hereinafter referred to as the **“Terms”**) govern the rights and obligations of persons using the Website and the MY HAIRCLOUD streaming service (hereinafter referred to as a **“User”** or **“Users”**), as well as the rights and obligations of the Operator arising in connection with the provision of services to Users within the operation of the Website and the MY HAIRCLOUD streaming service.
- 2.2 The Website is accessible to all Users to the extent determined by the Operator.
- 2.3 The MY HAIRCLOUD streaming service, or certain functionalities of the Website, are provided only to Users who have registered with the Operator via the registration form on the Website or by another registration method permitted by the Operator (hereinafter individually referred to as a **“Registered User”** or collectively as **“Registered Users”**). All provisions of these Terms applicable to Users shall also apply to Registered Users.
- 2.4 The Operator shall establish and maintain a user account for Registered Users (hereinafter referred to as the **“User Account”**).

3. Personal Data

- 3.1 The Operator undertakes to process the provided personal data in accordance with and under the conditions set out in the Privacy Policy available at the following internet address: <https://myhaircloud.com/Grace/Projects/MyHairCloud/Docs/gdprv1.pdf> (hereinafter referred to as the **“Privacy Policy”**).

4. General Provisions

- 4.1 All Users are obliged to comply with the provisions set out in these Terms.
- 4.2 By any use of the Website or the MY HAIRCLOUD streaming service, or by clicking on any link contained therein, the User acknowledges these Terms and the Privacy Policy. The User understands and agrees that the provision of certain services may be governed,

in addition to these Terms, by other specific or general terms applicable to such services. The User undertakes to comply with such additional terms.

- 4.3 In the event of a breach of the provisions set out in these Terms, the Operator is entitled to apply all measures contained in these Terms and/or permitted by applicable legal regulations.
- 4.4 Users acknowledge that commercial communications of third parties, including advertising, sponsorship, product placement and other forms of promotion, may be displayed on the Website or within the MY HAIRCLOUD streaming service. The Operator informs Users that it does not support any such third party, its products or services, nor does it assume any responsibility for such third party, its products or services. Any relationships that may arise between a User and a third party as a result of interaction with a commercial communication displayed on the Website or within the MY HAIRCLOUD streaming service shall arise exclusively between the User and such third party.
- 4.5 If third-party services are provided to Users on the Website or within the MY HAIRCLOUD streaming service, the provision of such services and the related rights, obligations and liability of Users shall be governed by the terms and conditions set by the respective third party, and the Operator shall not be a party to the relationship arising from the provision of such services.

5. Registration

- 5.1 A User becomes a Registered User by completing and submitting the relevant registration form on the Website or within the MY HAIRCLOUD streaming service. Only a person over the age of fifteen (15) may become a Registered User.
- 5.2 In the registration form, the User shall provide the following information required for registration:
 - 5.2.1 Full name;
 - 5.2.2 E-mail address;
 - 5.2.3 Telephone number; and
 - 5.2.4 Password.
- 5.3 By registering, the User confirms that they agree to these Terms and acknowledge the Privacy Policy. The User confirms this by checking the relevant box in the registration form or by submitting the registration form.

- 5.4 After completing the mandatory information, the User shall submit the registration form to the Operator. The registration form cannot be submitted unless all fields marked as mandatory are completed and, where applicable, unless other registration conditions set by the Operator are met.
- 5.5 By submitting the registration form, the User agrees to these Terms and expressly confirms that:
- 5.5.1 they will become a Registered User and undertake to comply with these Terms;
 - 5.5.2 they have provided current, true and complete information about themselves in accordance with the Operator's requirements and have not violated personal data protection laws by providing information relating to another person (including the use of another person's e-mail address or other details);
 - 5.5.3 they will not disclose their access password to their User Account to any third party and undertake to take all necessary measures to prevent any third party from gaining access to such password, their User Account or other related data;
 - 5.5.4 the Operator shall not be liable for any damage incurred by Users as a result of events that the Operator could not objectively influence, including the actions of third parties;
 - 5.5.5 the Operator is entitled to identify individual Registered Users and/or verify (validate) the accuracy of the data provided by individual Registered Users, including by means of a confirmation e-mail;
 - 5.5.6 the Operator is also entitled to identify a Registered User if requested to do so by law enforcement authorities or if such identification is required under applicable legal regulations.
- 5.6 Registration on the Website and the establishment and administration of the User Account are provided free of charge by the Operator. However, if a Registered User decides to access the MY HAIRCLOUD streaming service, such access is possible only upon payment of the Subscription (as defined below), in accordance with the current price list published on the Website at <https://myhaircloud.com/#pricing>.

6. User Account

- 6.1 By completing the registration, a User Account is created and activated for the Registered User, which can be accessed via the Website (after logging in through the relevant interface). By entering the registered e-mail address and registered password, the Registered User may log in to their User Account on the Website and, upon payment of the Subscription, also use the MY HAIRCLOUD streaming service.

- 6.2 The Registered User is entitled to provide additional personal information in their User Account (e.g. address, company name, company identification number, VAT number, etc.). The Operator undertakes to process such information in accordance with and under the conditions set out in the Privacy Policy. The Registered User may also modify or supplement the provided data.
- 6.3 If a Registered User participates in competitions or challenges organised by the Operator, contributes to discussions or debates on the Website or within the MY HAIRCLOUD streaming service, or otherwise actively appears using their User Account, the Operator reserves the right to identify the Registered User on the Website or within the MY HAIRCLOUD streaming service by their first and last name (if provided by the Registered User) and to publish such information about the Registered User.
- 6.4 A Registered User is entitled at any time to request the cancellation of their User Account or the modification or deletion of all data from the database of Registered Users, by submitting a request to the e-mail address info@myhaircloud.com or by another method permitted by the Operator. For the avoidance of doubt, the Operator informs that cancellation of the User Account will also result in the immediate termination of all paid services, including access to the MY HAIRCLOUD streaming service, as such services cannot be provided without an active User Account. In such a case, any Subscription already paid shall not be refunded.

7. Operator's Reservations

- 7.1 The Operator reserves the right to intervene in the database of Registered Users, excluding the content and scope of the data provided, without prior notice to the affected Registered Users, if the use of services requires the implementation of new functionality.
- 7.2 The Operator further reserves the right to require the provision of additional mandatory registration data in the future if required by legal regulations and, in the absence of such data, to cancel the existing registration or User Account and/or deny access to the MY HAIRCLOUD streaming service or to those parts of the Website that require registration.
- 7.3 The Registered User is fully responsible for keeping their user e-mail address, password and any other registration details confidential and bears all responsibility and any costs arising in connection with a breach of these Terms by the Registered User.
- 7.4 The Operator is entitled, at its sole discretion, to remove a Registered User's User Account if:
- 7.4.1 the Operator has reasonable suspicion that the Registered User is using it in violation of legal regulations and/or generally binding ethical and moral principles of the Operator or good morals, or that it serves to infringe the rights of third parties or to commit or assist in criminal activity;

- 7.4.2 the Registered User uses the MY HAIRCLOUD streaming service or the Website for commercial purposes or for other purposes that could (even indirectly) harm the Operator or third parties;
- 7.4.3 the Registered User abuses, blocks, modifies or otherwise alters any part of the Website or the MY HAIRCLOUD streaming service provided by the Operator;
- 7.4.4 the Registered User does not access their User Account for a period longer than twelve (12) months;
- 7.4.5 the Operator has reasonable suspicion that a person other than the Registered User is using the MY HAIRCLOUD streaming service;
- 7.4.6 the Registered User disrupts or attempts to disrupt the stability or operation of the MY HAIRCLOUD streaming service or the Website or the data stored therein;
- 7.4.7 the Registered User breaches the obligations set out in these Terms.

8. Content of the Website and the MY HAIRCLOUD Streaming Service

- 8.1 Within the Website and/or the MY HAIRCLOUD streaming service, the Operator offers Users audiovisual or audio-only works of its own production or works which it is authorised to offer on the basis of licences granted by the respective rights holders (hereinafter referred to as the “**Content**”). Unless expressly stated otherwise, Content shall also include any other subject matter protected by copyright (e.g. photographic works, graphic works, audiovisual recordings) whose copy is provided electronically to Users by the Operator, including all personality elements contained therein.
- 8.2 The Content is offered to Users for viewing via the internet, in the form of so-called streaming, whereby the User accesses the Content at a time of their own choosing.
- 8.3 Users acknowledge that the Content is offered for viewing in a manner consistent with the relevant licence or other conditions of the respective rights holder. The Operator reserves the right to change the scope of the offered Content at any time, including the right to remove any Content from the offer at its sole discretion. The availability of specific Content may vary over time. Content may be made available only for a limited period of time and/or may be territorially restricted. Content including live broadcasts may be made available with a time delay due to the processing of the live transmission. The Content is offered for viewing in the quality produced by the Operator or supplied to the Operator by the rights holder (e.g. a distributor).
- 8.4 The Operator is entitled to attach commercial communications to the Content (including advertising, sponsorship, product placement and other forms of promotion) of the Operator and/or third parties.
- 8.5 All Content is intended exclusively for the personal use and consumption of Users. Commercial or business use of the Content by Users, or any other use of the Content by Users on a larger scale, is expressly prohibited. The User is therefore not entitled to

distribute, copy, modify, upload, share or otherwise use the Content in any manner contrary to these Terms and applicable legal regulations.

9. Subscription to the MY HAIRCLOUD Streaming Service

- 9.1 The MY HAIRCLOUD streaming service is a paid service provided on the basis of a contract with the User. Only a selected limited part of the Content determined by the Operator may be viewed free of charge within the so-called FREE zone. The Operator reserves the right to change the selected part of the Content provided free of charge within the FREE zone at any time.
- 9.2 Under the conditions set out below, the Operator offers Registered Users access to the Content in return for payment of a subscription fee (hereinafter referred to as the **“Subscription”**). The current amount of the Subscription is always stated on the Website at <https://myhaircloud.com/#pricing>.
- 9.3 Users pay the Subscription via payment channels supported by the Operator, in particular by payment card via the Stripe payment gateway (stripe.com) (hereinafter collectively referred to as the **“Payment Channels”** or individually as a **“Payment Channel”**).
- 9.4 The terms of use of the MY HAIRCLOUD streaming service may differ depending on which Payment Channel the Registered Users use to pay the Subscription, or whether they use the MY HAIRCLOUD streaming service as part of special promotions organised by the Operator or its business partners.
- 9.5 The Subscription is paid in advance for a period defined by the Operator (hereinafter referred to as the **“Prepaid Period”**). The Subscription shall be charged at the beginning of the Prepaid Period. The length of the Prepaid Period may vary depending on the type of Subscription and the selected Payment Channel. If the Subscription fee for a given month is not paid due to insufficient funds on the payment card, the outstanding amount may be charged in the following month.
- 9.6 The Operator reserves the right to reasonably change the method of payment of the Subscription in accordance with its technical and operational needs or capabilities. Affected Subscribers will be informed of such change by e-mail sent to their contact e-mail address.
- 9.7 The User selects the payment method and/or form of the Payment Channel when registering for the MY HAIRCLOUD streaming service or when activating it within their existing registration, or within the settings of their User Account.
- 9.8 The Operator is neither the provider nor the operator of any of the Payment Channels and therefore bears no responsibility for the execution of payment transactions within the selected Payment Channel, nor does it have access to such payment transactions.
- 9.9 The length of the Prepaid Period always depends on the period selected by the User in accordance with the Operator’s current offer.

- 9.10 The Operator expressly informs Users that the Prepaid Period expires at the same time on the last day of the Prepaid Period as the time when the Subscription was paid on the first day of the Prepaid Period.
- 9.11 A Registered User is entitled to order the provision of the paid MY HAIRCLOUD streaming service from the Operator (hereinafter referred to as an “**Order**”). The User may place an Order simultaneously with registration or by activating the MY HAIRCLOUD streaming service within their existing registration.
- 9.12 At the same time as submitting the Order, the User may:
- 9.12.1 pay the Subscription and thereby obtain full access to the MY HAIRCLOUD streaming service for the selected Prepaid Period;
 - 9.12.2 not pay the Subscription and use the option to view Content in the FREE zone (where unpaid Content is available); or
 - 9.12.3 not pay the Subscription and activate the MY HAIRCLOUD streaming service later by paying the Subscription for the selected Prepaid Period.
- 9.13 Before submitting the Order, the Operator enables the User to review and modify the input data entered into the Order.
- 9.14 The Operator allows the User to submit the Order only if the User confirms that they have read and agree to these Terms, agree to the amount of the Subscription and the length of the Prepaid Period, and further agree to the provision of the MY HAIRCLOUD streaming service immediately after payment of the Subscription, i.e. before the expiry of the statutory 14-day withdrawal period. **The Operator hereby expressly informs that once playback of the Content has commenced, the Registered User is not entitled to withdraw from the contract within the 14-day period and request a refund of the Subscription.** The User also confirms that they have acknowledged the wording of the Privacy Policy.
- 9.15 The Operator shall confirm receipt of the Order by sending a confirmation to the Registered User’s e-mail address. The contract between the Registered User and the Operator is concluded at the moment of successful payment of the Subscription (hereinafter referred to as the “**Contract**”).
- 9.16 The Contract is concluded in the English language.
- 9.17 The Contract is concluded for an indefinite period and remains in force until its termination, whereby:
- 9.17.1 the Registered User is entitled to terminate the Contract at any time, but no later than twenty-four (24) hours before the end of the Prepaid Period, via the Website in the section “My Subscription”. The effects of termination occur at the end of the relevant period for which the Subscription has already been paid. The Subscription already paid shall not be refunded;

9.17.2 the Contract is also terminated if, after the expiry of the Prepaid Period, payment of the Subscription for the subsequent period is not made, regardless of the reason for which such payment was not made.

9.18 Even after termination of the Contract, the User Account shall remain active for the Registered User. The Registered User is entitled to pay the Subscription again at any time and reactivate the paid MY HAIRCLOUD streaming service by placing a new Order or concluding a new Contract with the Operator.

10. Vouchers

10.1 Users may activate the MY HAIRCLOUD streaming service and pay the Subscription also by means of MY HAIRCLOUD vouchers issued for a specific period (3, 6 or 12 months) (hereinafter referred to as a “**Voucher**”). An overview of available Vouchers is published on the Website.

10.2 After redeeming a Voucher, the User is entitled to use the MY HAIRCLOUD service for a Prepaid Period corresponding to the type of the Voucher. The Prepaid Period based on a Voucher cannot be divided and, after redemption of the Voucher, is used in its full length until the Voucher is exhausted.

10.3 The Operator expressly informs Users that the Prepaid Period expires at the same time on the last day of the Prepaid Period as the time when the Subscription was paid on the first day of the Prepaid Period using the Voucher.

10.4 If a User who intends to use a Voucher to pay the Subscription already has an active Subscription paid for a certain Prepaid Period, such Prepaid Period shall be extended by the period covered by the Voucher (i.e. if, for example, the User has a Subscription paid until 31 May 2024 and redeems a 12-month Voucher on 20 May 2024, the Prepaid Period will be extended until 31 May 2025). In such case, the Subscription shall always be covered by the Voucher only after the already paid Subscription period has expired, and the Subscription shall be primarily drawn from the Voucher.

10.5 Each Voucher contains a unique code and may therefore be redeemed only once. The Operator shall not be liable for the loss, misuse or unintended activation of a Voucher.

10.6 Vouchers may be redeemed within twelve (12) months from the date of their purchase, unless the Operator determines otherwise. Upon expiry of this period, the value of the Voucher shall lapse.

10.7 A Voucher is non-refundable and cannot be exchanged for money or any other value, unless otherwise agreed with the Operator.

11. Terms of Use of the MY HAIRCLOUD Streaming Service

- 11.1 A Registered User is entitled to use MY HAIRCLOUD on the number of devices determined by the Operator, in any case on at least two (2) devices.
- 11.2 Subscribers are entitled to play the relevant Content (streaming) and may also watch live broadcasts provided by the Operator or, where applicable, by third parties.

12. Change of the Subscription

- 12.1 The Operator reserves the right to change the amount of the Subscription, in particular due to the need to reflect market changes, changes in price levels, legislative or technological changes, the cancellation or introduction of new products, changes in business policy, modifications of services, etc.
- 12.2 The Operator shall inform Subscribers of a change in the amount of the Subscription sufficiently in advance, in any case at least one (1) month prior to the effective date of the change, by sending a notification to the contact e-mail address. If a Subscriber does not agree with the change in the amount of the Subscription, they are entitled to terminate the Contract in accordance with these Terms. If the Subscriber does not terminate the Contract and continues to use the services after payment of the Subscription at the amended amount, it shall be deemed that they have accepted the change in the Subscription amount. Subscription fees already paid for the agreed Prepaid Period shall not be affected by such change.

13. Complaints

- 13.1 A Registered User acknowledges and agrees that if their device and/or operating system does not meet the specified technical requirements, the Operator shall not be obliged to accept a complaint regarding the inability to properly view the Content or the malfunction of the MY HAIRCLOUD streaming service.
- 13.2 Complaints relating to the malfunction of the MY HAIRCLOUD streaming service or the inability to properly view the Content shall be submitted by the Registered User by e-mail to the address info@myhaircloud.com.
- 13.3 After assessment of the complained event, and if the complaint is accepted, the Subscriber shall be issued a replacement code, on the basis of which they will be allowed, after the end of the Subscription, to view the Content to the same extent as if they were a subscriber, for a period corresponding to the time during which they were unable to properly view the Content.

14. Common and Final Provisions

- 14.1 The User acknowledges that the Operator does not guarantee and bears no responsibility for:
- 14.1.1 the functionality of the User's data network, their hardware and software equipment, or the functionality of the public internet network;
 - 14.1.2 any damage incurred by the User if the User is not informed in a timely manner of changes to the Website or the MY HAIRCLOUD streaming service solely because they do not use them regularly;
 - 14.1.3 the fact that the Website or devices used for electronic communication are free of viruses or other harmful components.
- 14.2 The Operator reserves the right that the Website and the MY HAIRCLOUD streaming service may not be continuously available at all times, in particular due to regular maintenance of hardware or software equipment or due to technical failures beyond the Operator's control.
- 14.3 The User declares that they are aware of and agree that the content provided to Users within the MY HAIRCLOUD streaming service is intended primarily for entertainment, informational and, where applicable, educational purposes and does not provide any advice or opinions, such as legal or medical advice, that could be considered binding or relevant.
- 14.4 The Operator expressly warns Users that the use of any services in violation of these Terms may constitute unlawful conduct which may also bear the characteristics of a criminal offence. The Operator further warns that it cannot be excluded that, in the event of relevant legal actions by a person affected by the User's unlawful conduct in connection with the use of the MY HAIRCLOUD streaming service, the Operator may be obliged to provide the competent authorities with data or information obtained about the User in connection with the use of the Website, the MY HAIRCLOUD streaming service or other electronic means, or in connection with the provision of services by the Operator.
- 14.5 The User is not entitled to assign or transfer their rights and obligations arising from the Contract or any other contractual relationship with the Operator in connection with the use of the MY HAIRCLOUD streaming service to a third party, whether free of charge or for consideration.
- 14.6 Measures aimed at restricting such activity consist in particular in restricting access to the MY HAIRCLOUD streaming service. Measures aimed at restricting such activity may be applied by the Operator immediately. The application of such restrictions, in particular the type of measure adopted, its intensity and timing, is exclusively at the discretion of the Operator, in accordance with applicable legal regulations, in particular Act No. 241/2022 Coll., on certain services of the information society.

- 14.7 The User acknowledges and agrees that if their device and/or operating system does not meet the specified technical requirements, the Operator shall not be obliged to accept a complaint regarding the inability to properly view the Content or the malfunction of the MY HAIRCLOUD streaming service.
- 14.8 The User is not entitled to assign or transfer their rights and obligations arising from the Contract or any other contractual relationship with the Operator in connection with the use of the MY HAIRCLOUD streaming service to a third party.
- 14.9 Legal relationships arising on the basis of these Terms and in connection with the use of the MY HAIRCLOUD streaming service shall be governed by the laws of the Czech Republic.
- 14.10 Disputes arising in connection with these Terms shall be decided by the competent courts of the Czech Republic. Prior to initiating court proceedings, the User may:
- (a) submit a complaint to the Czech Trade Inspection Authority (<https://www.coi.cz>, e-mail: podatelna@coi.cz, or via the online platform <https://adr.coi.cz>) as the authority authorised to resolve consumer complaints and disputes out of court; or
 - (b) use the online dispute resolution platform available at <https://ec.europa.eu/consumers/odr> for the purpose of out-of-court online resolution of consumer disputes.

15. Amendments to the Terms and Effectiveness

- 15.1 The Operator reserves the right, in the event of a reasonable need (e.g. due to market changes, legislative or technological changes, discontinuation or introduction of new products, changes in business policy, modifications of the MY HAIRCLOUD streaming service, etc.), to amend these Terms. The Operator shall inform Users of such amendments at least one (1) month prior to the date on which they become effective.
- 15.2 The Operator shall notify Users of the new wording of the Terms on the Website. Registered Users shall be notified by sending the updated wording of the Terms to their contact e-mail address.
- 15.3 A Registered User who does not agree with the new wording of these Terms is entitled to terminate the contractual relationship by cancelling their User Account in the manner specified in these Terms, no later than one (1) day before the effective date of such amendments. The contractual relationship shall terminate no later than on the last day of validity of the existing Terms. The Operator shall refund the Registered User a proportional part of the Subscription corresponding to the price of the services that the User was unable to use after cancellation of the User Account due to disagreement with the amended Terms.
- 15.4 These Terms shall become effective on **1 October 2023**.