

General Terms and Conditions

governing the use of services provided by the company **831 03 Bratislava-Nové Mesto** through electronic means.

In case of any discrepancy between the Czech version and this translation, the original Czech version shall prevail.

1. INTRODUCTORY PROVISIONS

1.1. The company **Vajnorská 31**, ID: 47 224 690, with its registered office at Vajnorská 31, Bratislava-Nové Mesto 831 03, registered in the Commercial Register maintained by the District Court Bratislava I, Section Sro, Insert 90291/B (hereinafter referred to as the "**Operator**"), is, among other things, the operator of an internet server available at the following internet address (URL): <https://OKTAGON.tv> (hereinafter referred to as the "**Website**") and mobile applications (hereinafter referred to as the "**Mobile Applications**").

1.2. These general terms and conditions governing the use of services provided by the Operator through electronic means (hereinafter referred to as the "**Terms**") set out the rights and obligations of users and the Operator arising in connection with the use of the Website and Mobile Applications, as well as the provision of other services by the Operator, including the sale of clothing to users via the internet or through any other electronic means (hereinafter referred to as the "**Services**").

1.3. The Operator provides on the Website and through Mobile Applications, in particular, the following Services:

- a) access to content of a sports, entertainment, and informative nature;
- b) operation of a video portal, respectively an archive of sports broadcasts and programs and related contributions for unregistered, registered users and users with a subscription, with the specific scope of Services being further specified in these Terms below;
- c) operation of a video portal with live streaming of sports broadcasts and programs and related contributions for users with a subscription and for registered users, under conditions further specified in these Terms below;
- d) sale of clothing through the Website or Mobile Application ("**Merchandise**").

1.4. Persons using the Mobile Applications, Website, and Services (hereinafter individually referred to as "**User**" or collectively "**Users**") are obliged to comply with the provisions set out in these Terms. In case of violation of the provisions set out in these Terms, the Operator is entitled to apply all measures contained in the Terms and/or permitted by the relevant legal regulations.

1.5. Some Services, especially paid Services, are provided only to Users who have registered with the Operator through the registration form on the Website or by another registration method allowed by the Operator (hereinafter individually referred to as "**Registered User**" or collectively "**Registered Users**"). The Operator establishes and maintains a user account for Registered Users (hereinafter referred to as the "**User Account**"). All provisions of these Terms that apply to Users also apply to Registered Users. The method and form of user registration for the Services are governed by Article II of these Terms (hereinafter referred to as the "**Registration Terms**").

The User (unregistered) acknowledges that the use of the Website and Mobile Applications is governed by these Terms. The Registered User, who is interested in using certain types of

Services, especially paid Services and Merchandise, agrees to these terms at the moment of completing the registration of the User Account (see Art. 2.5 below); or always at the moment of making a binding order for Services or Merchandise. If any User disagrees with them, they are not authorized to use the Services, i.e., the Website or Mobile Applications.

2. REGISTRATION TERMS

2.1. A Registered User, i.e., a user authorized to use individual Services intended exclusively for Registered Users, becomes such a user of the Services who fills out and submits the appropriate registration form.

2.2. Only a person over 18 years of age can become a Registered User. By registering, the user confirms that they are over 18 years of age. In the registration form, the user fills in the following data required for registration:

- Email
- Password

2.3. In the registration form, the User is required to check the confirmation that they have duly read these Terms and the information on personal data processing available at the internet address:<https://OKTAGON.tv/privacy-policy>(hereinafter referred to as the "**Information on Personal Data Processing**") and that they accept its content and agree with it. By clicking the "Create Account" button in the appropriate registration form, the User submits the registration form to the Operator. The registration form cannot be submitted unless all fields in this form are filled out. Registration is completed by submitting a duly completed registration form to the Operator. By completing the registration, the relevant User Account of the Registered User is activated, and a user profile is created for them (hereinafter referred to as the "**Profile**"), which they can access from the Website. By entering the registered email and registered password, the Registered User can log in under their Profile to use the desired Service. Each login to use the Service under their Profile confirms the Registered User's acquaintance with the current version of the Terms and the Information on Personal Data Processing.

2.4. Registration is free of charge, and the maintenance of the User Account, respectively the management of the Profile, is also not subject to any fee obligation of the Registered User. However, this does not exclude the possibility of charging for the Service that the Registered User uses.

2.5. By submitting the registration form, the User of the Services agrees to these Terms and expressly confirms that:

- a) they will become a Registered User;
- b) they will not disclose the access password to their Profile to a third party and, in connection with this, they undertake to take all measures to prevent any third party from accessing this password, respectively accessing their User Account and data without their consent;
- c) they will provide such personal data that are current, true, and complete information about themselves according to the relevant requirements of the Operator, and that they will not violate the right to personal data protection by providing data, including using someone else's email, password, or other information;

- d) the Operator is entitled to identify individual Registered Users and/or verify (validate) the accuracy of the data provided by individual Registered Users, through a confirmation email;
- e) they are familiar with the wording of the Terms, agree with them, and undertake to comply with them;
- f) the Operator is not responsible for any damages caused to users of the Services due to events that it could not objectively influence, including the actions of third parties;
- g) the Operator is entitled to identify the Registered User if required by law enforcement authorities, or if such identification is necessary according to applicable legal regulations.

2.6. The Registered User is entitled to request the cancellation of their User Account, respectively Profile, or the change or deletion of all data from the database of registered users at any time, by sending a request to the email address help@OKTAGON.tv or by another method allowed by the Operator.

2.7. The Operator reserves the right to intervene in the database of registered users, but not in the content and scope of the provided data, without the need for prior notification to the affected Registered Users, if the use of the Services requires the introduction of new functionality. The Operator also reserves the right to require in the future the provision of additional data mandatory for registration, if required by legal regulations, and without their disclosure, to cancel the existing registration, respectively the relevant User Account, and/or to deny access to the Services or electronic means that require registration, or registration with certain data.

2.8. The Operator is entitled to remove the User Account, respectively the Profile of the Registered User if:

- a) the Operator has reasonable suspicion that the Registered User is using it in violation of applicable laws and generally binding ethical and moral principles of the Operator or good morals, or is intended to violate the rights of third parties or to commit or assist in criminal activity;
- b) the Registered User uses the Services, especially the Website or the relevant Mobile Applications, for commercial and other purposes that could (even ultimately) harm the Operator or third parties;
- c) the Registered User abuses, blocks, modifies, or otherwise changes any part of the Website/Mobile Applications or Services provided by the Operator;
- d) the Registered User does not visit their User Account for more than twelve (12) months;
- e) the Operator has reasonable suspicion that the user of the Service is a person other than the Registered User;
- f) the Registered User disrupts or attempts to disrupt the stability or operation of the Website or other electronic means or the data stored on them;
- g) the Registered User violates the obligations set out in these Terms or any other general or specific conditions and rules of the relevant Service provided by the Operator.

2.9. The Operator expressly warns that some actions in violation of these Registration Terms may constitute unlawful conduct, which may also exhibit signs of criminal activity.

2.10. The Operator further warns that it cannot be ruled out that in the event of appropriate legal steps by a person affected by the unlawful conduct of the Registered User in connection with the use of the Services, the Operator may be obliged to provide the relevant authorities with data or information obtained about the Registered User in connection with the use of the Website or other electronic means or the provision of Services by the Operator.

2.11. The Registered User is fully responsible for keeping their email, password, or any other registration data confidential, which are not intended for disclosure under the conditions set out in these Registration Terms, and bears all responsibility and any costs incurred in connection with the violation of these Registration Terms.

2.12. The Registered User is not entitled to assign or transfer their rights and obligations arising from the contractual relationship with the Operator in connection with the registration and use of the Operator's services to a third party, even gratuitously.

3. OFFER OF AUDIOVISUAL WORKS

3.1. The Operator offers Users through the Website and Mobile Applications audiovisual works of its own production or works that it is authorized to offer based on licenses granted by the relevant authorized entities, where it is only the distributor of the video signal (hereinafter individually referred to as the "**Title**" or collectively "**Titles**"). Unless expressly stated otherwise, a Title also means any other subject protected by copyright (e.g., photographic work, graphic work, audiovisual recording), the copy of which is provided by the Operator to Users by electronic means, including all personal elements contained therein.

3.2. Titles are offered either in the form of live broadcasting (so-called simulcasting) or streaming (transmission of a digitized signal in real-time without downloading to the User's technical device). The Operator is entitled to attach advertisements and sponsorship messages to the Titles.

3.3. All Titles are intended exclusively for personal use, respectively consumption by Users, unless the Operator allows viewing of certain Titles from another territory. Users are not entitled to use any technical or other means to circumvent the relevant territorial restriction. Commercial or business use of Titles, or any other use of Titles on a larger scale, is expressly prohibited. The User is therefore not entitled to distribute, copy, record, or otherwise use the Titles in violation of these Terms and the relevant legal regulations. Public performance of Titles is allowed by the Operator exclusively in official OKTAGON BARS, or for those who have purchased a license for public broadcasting.

4. SUBSCRIPTION PACKAGE, INDIVIDUAL TITLE SUBSCRIPTION IN THE FORM OF LIVE BROADCASTING, OKTAGON PASS AND MERCHANDISE

4.1. Within the video portal on the Website and in the Mobile Application, the Operator offers Registered Users, under further specified conditions, the viewing of selected Titles and the use of other services and benefits/bonuses for a fee (repeated) subscription for a predetermined period (hereinafter referred to as the "**Subscription**") and viewing of an individual Title in the form of live broadcasting (simulcasting) for a one-time fee (hereinafter referred to as "**PPV**"), thus these are paid Services. The Operator offers Registered Users the possibility to purchase Merchandise within the purchase of a Subscription or PPV.

4.2. Subscription, PPV, and Merchandise are paid by Registered Users using the payment method currently enabled and supported by the Operator, especially through the payment gateway or

other currently supported methods (collectively hereinafter referred to as the "**Payment Channel**"). When ordering Merchandise, the goods are delivered in the manner agreed in the relevant order, according to the options listed on the Website or in the Mobile Application. Payments are made in the currency specified in the order process.

Subscription and PPV

4.3. Subscription and PPV can be used by the Registered User always only on one (1) device.

4.4. Within the Subscription, Registered Users paying the Subscription (hereinafter referred to as "**Subscribers**") can view all Titles included in the Subscription package and use other services and benefits/bonuses included in the Subscription package (hereinafter referred to as the "**Subscription Package**") intended for Subscribers, provided that they duly pay the Subscription set for the specified period and the Subscription Package.

4.5. The Subscription Package includes not only the possibility to view selected Titles but also other services and benefits/bonuses that can be used by Subscribers, and whose specific offer is listed within the video portal on the Website and in the Mobile Application. Subscribers have, in particular, the possibility to view selected Titles always earlier than Registered Users or Users without registration and have access to the complete video archive of Titles and the possibility to watch live broadcasts of Titles during the Subscription period. The Operator reserves the right to remove or add Titles and/or other services and/or benefits/bonuses to the Subscription Package at any time, thereby changing the scope of the Subscription Package. A change in the scope of the Subscription Package is not considered a change to these Terms. Subscribers who purchased the Subscription Package in the "**Basic**" or "**Premium**" variant by 30.11.2022 will have the opportunity to continue using the relevant Subscription Package in the "**Basic**" or "**Premium**" variant upon payment of the Subscription in the corresponding amount for another period determined by the Operator starting from 1.12.2022, even though these variants of the Subscription Package will no longer be offered within the video portal on the Website and in the Mobile Application for Registered Users from 1.12.2022.

4.6. The contract for the provision of Services paid in the form of a Subscription will bind Registered Users for at least the period determined by the Operator, for which one Subscription payment is made. The contract for the provision of Services paid in the form of PPV will bind Users for the duration of the live broadcast of the relevant Title to which the PPV relates.

4.7. Registered Users pay for PPV with a one-time payment through the Payment Channel or automatic payments if they have activated the OKTAGON Pass service ("**OKTAGON Pass**").

OKTAGON Pass

4.8. OKTAGON Pass is a service that allows Registered Users to make automatic payments for all PPVs organized by the Operator. If a Registered User activates the OKTAGON Pass, payments for individual PPVs organized by the Operator will be automatically deducted at intervals specified in these Terms.

4.9. A Registered User activates the OKTAGON Pass through a specific button (OKTAGON PASS) in their User Account or directly when purchasing PPV by selecting the option to purchase and activate the OKTAGON Pass.

4.10. The OKTAGON Pass applies exclusively to PPVs organized directly by the Operator and does not apply to partner tournaments and events.

4.11. Payment for PPV through the OKTAGON Pass will be deducted two (2) days before the respective PPV event. If the first attempt to deduct the payment fails, three more attempts will be made at the following intervals:

- second attempt: 8 hours after the first unsuccessful attempt;
- third attempt: 24 hours after the second unsuccessful attempt;
- fourth attempt: 8 hours after the third unsuccessful attempt.

In total, four attempts to deduct the payment will be made. The Registered User will be informed of each unsuccessful attempt to deduct the payment via email and in the User Account. If the payment is not made even after the fourth attempt, the OKTAGON Pass will be deactivated, and the Registered User will not gain access to the respective PPV.

4.12. By activating the OKTAGON Pass, the Registered User becomes a member of the loyalty program, within which they receive the sixth (6th) PPV for free for every five (5) automatically paid PPVs ("**Bonus PPV**"). The entitlement to the Bonus PPV will be automatically applied, and no payment will be deducted from the Registered User for the Bonus PPV. If the Registered User deactivates the OKTAGON Pass, the count of automatically paid PPVs within the OKTAGON Pass service will be reset. If the Registered User reactivates the OKTAGON Pass service, the count of automatically paid PPVs will start again from zero. The Registered User does not gain entitlement to the Bonus PPV based on previous payments made before the deactivation of the OKTAGON Pass.

4.13. Current information regarding the OKTAGON Pass service, including the number of missing payments to obtain the Bonus PPV, an overview of future scheduled payments, and the history of payments already made, is available in the User Account.

4.14. The Registered User can cancel the OKTAGON Pass at any time in their User Account. Any payments made before the deactivation of the OKTAGON Pass in accordance with these Terms before its cancellation are not refundable.

4.15. The Subscriber is entitled to terminate the provision of Services paid through the Subscription at any time under conditions corresponding to the use of the relevant Payment Channel in a manner that the Subscriber will be informed about within the use of the relevant Payment Channel. The effects of terminating the contract occur at the end of the relevant period for which the Subscription has already been paid, i.e., upon termination of the contract, the already paid Subscription is not refunded. The Operator is entitled to terminate the provision of Services paid through the Subscription in relation to the relevant Subscriber, especially if, due to a lack of funds to pay the Subscription, the payment is not made within the relevant Payment Channel at the specified time. The Operator reserves the right to change the method of payment for the Subscription according to the technical and operational needs or possibilities of the Operator. Affected Subscribers will be informed of such a change.

4.16. By paying the Subscription, the Subscriber expressly agrees to the immediate access to the content and Titles placed in the Subscription Package paid in the form of a Subscription immediately after this payment, i.e., before the expiration of the fourteen (14) day statutory withdrawal period, and the Subscriber acknowledges that they do not have the right to withdraw from the contract if the Title (the relevant digital content) is delivered to them before the expiration of the withdrawal period, i.e., before the expiration of fourteen (14) days from the date of conclusion of the contract. The Operator therefore expressly warns that the Subscriber, as a

consumer, is not entitled to withdraw from the contract within fourteen (14) days after the start of playing the Titles and request a refund of the Subscription.

4.17. By paying for PPV, the Registered User expressly agrees to the immediate access to the relevant Title (digital content) immediately after this payment, i.e., before the expiration of the fourteen (14) day statutory withdrawal period, and the Registered User acknowledges that they do not have the right to withdraw from the contract if the Title (the relevant digital content) is delivered to them before the expiration of the withdrawal period, i.e., before the expiration of fourteen (14) days from the date of conclusion of the contract. The Operator therefore expressly warns that the Registered User, as a consumer, is not entitled to withdraw from the contract within fourteen (14) days after the start of playing the relevant Title and request a refund of the PPV.

4.18. Before making the payment for the Subscription and PPV, the Operator recommends that the Registered User verify whether the device on which they want to play the Titles within the Subscription or PPV are supported devices (hereinafter referred to as "**Supported Devices**"), i.e.:

a) Desktop computers

- Refrain from using other applications while playing digital content,
- Operating system: updated to the latest version of Windows or MacOS,
- Minimum hardware requirements: processor min. 1.6GHz, RAM min. 8GB,
- Internet browser: latest version of Chrome / Safari / Edge.

b) Mobile devices

- Refrain from using other applications while playing digital content,
- Operating system: latest version of Android or iOS,
- Internet browser: latest version of Chrome / Safari.

c) Smart TV devices

- Installed the latest version of the OKTAGON.TV app,
- Samsung – model year 2018 or newer,
- LG – webOS version 4.0 or newer,
- We do not support playback in native internet browsers on Smart TVs and gaming consoles.

Devices must also have internet access with a minimum speed of 10 Mbps, and the Registered User is aware and agrees that if their device is not a Supported Device, the Operator cannot acknowledge a complaint about the inability to properly view the Title.

4.19. Services, including the Subscription Package, are not available on Supported Devices for operating systems running on the same hardware and system platform using a virtual machine. The Operator is not responsible for damages caused by incompatible software or hardware on the User's side, including insufficiently fast internet connection, or other circumstances preventing smooth viewing of the Title. The Operator is not responsible for power outages,

internet outages, or other subcontractor services such as the so-called Content Delivery Network (CDN).

Merchandise

4.20. By making a binding order for the purchase of Services including Merchandise, the Registered User makes an offer to conclude a purchase contract, and its confirmation by the Operator creates a purchase contract between the parties. The price for Merchandise consists of the price of the relevant performance and may also include packaging. The price of Merchandise always includes applicable taxes. The Registered User has the right to withdraw from the contract to the extent concerning Merchandise concluded remotely within fourteen (14) days from the day the Registered User or a third party designated by the Registered User takes over the Merchandise. To meet the withdrawal deadline, it is sufficient for the Registered User to send a notice of exercising the right to withdraw from the contract for Merchandise before the expiration of the relevant period.

4.21. Withdrawal from the contract for Merchandise must be made by the Registered User through an unequivocal statement (e.g., a letter sent by post or email), informing the Operator of their decision to withdraw from the contract. For this purpose, the Registered User may use the model withdrawal form available in Annex No. 1 of these Terms. The following rules apply to withdrawal:

(a) in the case of a valid withdrawal from the contract for Merchandise, the Operator will return to the Registered User all payments received from them for the Merchandise, without undue delay, no later than fourteen (14) days from the day the Operator received the written notice of withdrawal from the contract from the Registered User. The same payment method used in the original transaction will be used for the refund unless expressly agreed otherwise with the Registered User;

(b) the Registered User must return the Merchandise to the Operator without undue delay, but no later than fourteen (14) days from the day the Registered User informed the Operator in writing about the withdrawal from the contract. The direct costs of returning the goods are borne by the Registered User. The Registered User is only responsible for the reduction in the value of the performance due to handling it in a manner other than necessary to verify its nature, properties, and functionality. The Operator may refuse to refund the payment for the Merchandise until it receives the relevant Merchandise or until the Registered User proves that they have sent the Merchandise back to the Operator, whichever occurs first.

4.22. If the Registered User withdraws from the purchase contract, the Registered User bears the costs associated with returning the goods to the Operator.

Complaints

4.23. Complaints in the case of the inability to properly view the Title in the form of live broadcasting purchased as PPV or within the Subscription are made by the Registered User via email at the address help@OKTAGON.tv, always no later than twenty-four (24) hours from the start of the live broadcast of the relevant Title, the viewing of which is the subject of the complaint. The right to complain about viewing the Title purchased as PPV or within the Subscription arises for the User if the User could not view more than half (1/2) of the Title in the form of live broadcasting.

4.24. To initiate the complaint procedure, it is absolutely necessary for the Registered User to provide the date and time of payment for PPV or Subscription. Each Registered User will also provide a description of their technical equipment, especially the version of the operating system, application, and connection method. Based on this information, the Operator will initiate the complaint procedure.

4.25. After assessing the complained event, if the complaint of the Title purchased within the Subscription is recognized, a replacement code will be issued to the Subscriber, based on which they will be allowed to watch Titles to the same extent as if they were a Subscriber, for a period corresponding to the time they could not properly watch the Titles. However, the paid Subscription is not refunded.

4.26. After assessing the complained event, if the complaint of the Title purchased as PPV is recognized, a replacement code will be issued to the Registered User, based on which they will be allowed to watch another Title in the form of live broadcasting. However, the paid PPV payment is not refunded.

4.27. The Registered User is obliged to check the relevant performance immediately upon receipt of the Merchandise (especially any factual defects, such as completeness of the order, size, packaging damage, or other deficiencies). In case of discrepancies in the Merchandise, the Registered User is obliged to immediately notify the Operator, or the official seller from whom the Merchandise was purchased, without undue delay. Complaints can be made in writing to the Operator's address or electronically via email shop@oktagonmma.cz.

4.28. In the case of the sale of Merchandise, the Operator is responsible to Registered Users who are also consumers for defects that existed at the time of receipt or manifested on the Merchandise within the period specified for asserting rights from defective performance by legal regulations, unless the nature of the thing or defect excludes it. The Registered User, who is a consumer, is in such a case entitled to assert their rights from defective performance in relation to the Merchandise for a period of twenty-four (24) months from receipt. If the defect manifests within twelve (12) months from receipt, it is assumed that the Merchandise was defective at the time of receipt, unless the Operator proves otherwise. After this period, it is up to the Registered User to prove that the defect existed at the time of receipt. In the event of a defect in the Merchandise, the Registered User may assert claims arising from legal regulations, depending on the nature of the defect. The Registered User may request repair, replacement, a reasonable discount on the purchase price, or withdrawal from the contract. The Operator is not responsible for defects caused by normal wear and tear or due to improper use of the Merchandise, mechanical damage, or contrary to the instructions.

5. PROCESSING OF PERSONAL DATA

5.1. For the use of certain Services or other services provided by the Operator, or to obtain additional benefits, it may be necessary to provide some personal data of the User. The Operator undertakes to handle the provided personal data in accordance with and under the conditions set out in the Information on Personal Data Processing available at the address <https://OKTAGON.tv/sk/privacy-policy/>.

6. PROHIBITED ACTIONS OF USERS

6.1. Users are prohibited from sharing Titles (the relevant digital content) without the prior written consent of the Operator.

6.2. Viewing the Title in the form of live broadcasting purchased within PPV or Subscription must not be used by the User directly or indirectly for public performance (sports bars, restaurants, restreaming) and further for using information from the broadcast for other media (internet portals, sports news) in real-time. In case of detection of such use, the payer of PPV or Subscription within unauthorized use will be sanctioned with immediate blocking of the broadcast and is exposed to possible criminal prosecution for violating the rights of the owner for online presentation, including the enforcement of financial gain from unjust enrichment and compensation for related damages.

6.3. The User acknowledges that in the case of unauthorized sharing of the Title (the relevant digital content) or its use in violation of these Terms, the Operator will take all steps in accordance with legal regulations to protect its rights and legitimate interests, especially by reporting such unlawful conduct to law enforcement authorities and initiating the process of claiming compensation for damages and/or unjust enrichment according to applicable legal regulations.

6.4. Users are prohibited from interfering with the operation and appearance of the Service and in any way changing its functionality.

6.5. Users are prohibited from connecting to the Service using VPN or otherwise hiding their location and/or IP address.

6.6. The Operator has the right to block the User's access to the Title (the relevant digital content) if the User uses the Title in violation of these Terms or commits another violation of these Terms. The Operator has the right to block or cancel the User's account if the User commits a violation of these Terms. The User is not entitled to request a refund of any payments for the Services in case of blocking access in accordance with this paragraph.

7. FINAL PROVISIONS

7.1. The User acknowledges that the Operator does not guarantee and is not responsible for:

- a) the functionality of the User's data network or their hardware and software equipment, as well as the functionality of the public internet network;
- b) any potential damages incurred by the User if the User is not informed in time about any changes to the Websites, Mobile Applications, or Services simply because they do not use them regularly;
- c) the content of the Websites and Mobile Applications, especially that this content will fully comply with applicable legal regulations and will be error-free;
- d) that the Websites, Mobile Applications, or devices used for electronic communication do not contain viruses or other disruptive components.

7.2. The Operator reserves the right that the Services may not always be continuously available, especially due to regular maintenance of hardware and software equipment or technical faults beyond the Operator's control.

7.3. The User declares that they understand and agree that the content provided to Users within the Services is intended primarily for entertainment purposes and does not provide any advice or opinions that could be considered binding and relevant.

7.4. The Operator expressly warns the User that using any Services in violation of these Terms may constitute unlawful conduct, which may also exhibit signs of criminal activity.

7.5. The User is fully responsible for keeping their username, password, or any other registration data confidential and bears all responsibility and potential costs arising in connection with the violation of these Terms.

7.6. The User is not entitled to assign or transfer their rights and obligations arising from the contractual relationship with the Operator in connection with the use of the Services to a third party, even without compensation. The User agrees that all rights and obligations of the Operator under these Terms, any rights and obligations of the Operator arising from the provision of Services and the operation of Mobile Applications and Websites towards the User may be assigned to third parties without the need for any further consent from the User.

7.7. Information, materials, other content, especially Titles, and features provided to Users within the Services are protected by copyright law. All trademarks, trade names, and trade dress, including logos, are owned by the Operator or the Operator's business partners and are prohibited from being used on other websites, to label products or services, or to be used in any other way contrary to legal regulations and the legitimate interests of the Operator or affected third parties.

7.8. The Websites and individual applications may be changed, content or any elements may be removed from them, at any time, in any way, and without reason.

7.9. All User activities in violation of these Terms, which may also result in (even potential) threats to the functionality of the Services, or all User activities that would in any way threaten copyright or other rights, will be considered by the Operator as a violation of these Terms, and the Operator is entitled to restrict the User in such activities. Such restriction consists mainly of denying access to the Services or refusing to provide the Services, and the Operator is entitled to apply measures to restrict such User activities immediately. The application of restrictions, i.e., especially the type of measure taken, its intensity, and timing, is solely at the discretion of the Operator, in accordance with applicable legal regulations.

7.10. Legal relationships arising based on these Terms and in connection with the use of the Services by Users are governed by the legal regulations of the Czech Republic. If a relationship related to the use of the Website, Mobile Application, or Service contains an international (foreign) element, then the User and the Operator agree that the relationship is governed by Czech legal order, and for the resolution of disputes, the general courts of the Czech Republic are competent in terms of subject matter and location. This does not affect the consumer's rights arising from generally binding legal regulations.

7.11. The Czech courts are competent to decide disputes arising in connection with these Terms. Before filing a lawsuit with the competent court, the User may submit a complaint to the Czech Trade Inspection Authority (<https://www.coi.gov.cz>, e-mail: podatelna@coi.gov.cz, or via the online platform at <https://coi.gov.cz/informace-o-adr/>), as the authority authorized to resolve consumer complaints and disputes out of court.

7.12. The Operator reserves the right to change these Terms in case of reasonable need (e.g., due to unforeseen market changes, legislative changes, etc.), informing the User of these changes in an appropriate manner, e.g., by publishing them on the Websites, at least ten (10) days before the date of their effectiveness. A User who is not a Registered User and who disagrees with the wording of these Terms will terminate the contractual relationships arising from these Terms by ceasing to use the Services and notifying the Operator of the request to terminate the Services. A Registered User who disagrees with the wording of these Terms and/or the current wording of the

Registration Terms will terminate the contractual relationships arising from the Registration Terms (and in relation to the Services they use, the relevant provisions of the Terms) by canceling their Profile under the conditions set out in the specified Registration Terms. If the User continues to use any of the Services even after the change of the Terms has become effective, their option to terminate the Services ceases.

7.13. These Terms are effective as of [1]. **These Terms replace the terms in the wording of December 1, 2022, whose effectiveness ceases on the date of effectiveness of these Terms..**
[1]. [2026]Contact details of the operator:

oktagonmma.cz, OKTAGON.tv

NERUDA PRODUCTION s.r.o.

NERUDA PRODUCTION s.r.o.

Vajnorská 31

Slovak Republic

Company ID: 47224690

Tax ID: 2023811504

help@OKTAGON.tv

Appendix No. 1

Sample form for withdrawal from the contract

Addressee

NERUDA PRODUCTION s.r.o.

NERUDA PRODUCTION s.r.o.

831 03 Bratislava-Nové Mesto, Slovak Republic

Sender

Customer's name

[Your name]:Customer's address

[Your address]:I hereby notify that I am withdrawing from the following Purchase Agreement on:

[Merchandise Specification]

- **Order date:**
- **[DD/MM/YYYY]Date:**

[DD/MM/YYYY]Customer's signature:
