

**General Terms and Conditions of Participation in the DoToho!  
platform for entrepreneurs, mentors and experts (hereinafter referred to as “participants”)**

## 1. INTRODUCTORY PROVISIONS

- 1.1 We would like to acquaint you with the terms and conditions of the mentoring platform DoToho! provided by Opero s.r.o., ID No.: 05103991, with its registered office at Salvátorská 931/8, Staré Město, 110 00 Prague 1, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 258172 (“Opero”). By signing up to the platform, you confirm that you have read these terms and conditions and that they are binding on you.
- 1.2 The DoToho! platform is supported by a Steering Committee, a group of experts involved in the conception of the programme. They set the rules, oversee the programmatic direction of the platform, and consult on applications from participants, mentors and experts.
- 1.3 These General Terms and Conditions of Participation in the DoToho! platform regulate the mutual rights and obligations of the Participants and the Provider arising in connection with the use of the DoToho! mentoring platform.

## 2. DEFINITIONS

Please familiarize yourself with the content of the terms used in these Terms and Conditions:

- 2.1 “DoToho!” is a mentoring programme aimed at supporting micro, small and medium-sized companies in the Czech Republic through mentoring services, expert consultations, workshops, networking and an online know-how library. Detailed information about the content of the DoToho! platform is available on the web interface <https://dotoho.pro>.
- 2.2 “Program” is the selected type of program within the DoToho! Platform. Program types are defined on the DoToho! web interface, and the basic Program types are:
- (a) DoToho! Plus - a program that includes a range of Services at a price payable monthly. The scope of Services defined in more detail in the description of the Program on the DoToho! Platform;
- b) DoToho! Membership - a program including a limited scope of Services for a price payable once a month/year. Scope of Services further defined in the program description on the DoToho! Platform.
- 2.3 “Price List” means the information about the amount of payment for participation in the DoToho! The price is set as the final price excluding VAT. The current Price List is available online within the DoToho! Platform.
- 2.4 “GDPR” means 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).
- 2.5 “Civil Code” means Act No. 89/2012 Coll., the Civil Code, as amended. 2.6 “Programme Period” means the selected period of participation in the Programme, otherwise an indefinite period.
- 2.7 “Program Content” means, in particular, the totality of the Services, tools and resources, i.e. all materials, information and works (including works of authorship) delivered as part of the Program.
- 2.8 “Terms” means these General Terms and Conditions of Participation in the DoToho! platform.
- 2.9 “Provider” or ‘we’, ‘our’ means the business corporation Opero s.r.o., ID No.: 05103991, with its registered office at Salvátorská 931/8, Staré Město, 110 00 Prague 1, registered in the Commercial

Register maintained by the Municipal Court in Prague, Section C, Insert 258172.

2.10 “Participant” means an Entrepreneur, Mentor and/or Expert.

2.11 “Entrepreneur” means a natural or legal person - entrepreneur who registers on the Platform

DoToho! and is selected as a Participant by the Provider. The Entrepreneur is entitled to participate in the Programme and use the Services provided thereunder through its founders (partners), members of the statutory body, managers or other key members of its team. The Provider reserves the right to limit the number of persons or to designate specific persons through whom the Entrepreneur participates in the Program or uses the Services at any time.

2.12 “Mentor” is an individual with many years of experience in managing a company or a larger work team, ideally with experience in several different industries or sectors and a wide network of contacts, who registers on the DoToho! and is selected as a mentor by the Provider. The main task of the mentor is to find opportunities for innovation and improvement of the Entrepreneur's business in a mutual dialogue. The scope of intensive joint work between the Mentor and the Entrepreneur is determined by the description of the selected Programme. The collaboration will result in a plan for new activities and changes to help the Entrepreneur grow.

2.13 An “expert” is an experienced professional in a specific field needed to run a successful business who registers on the DoToho! and is selected as an Expert by the Provider. Within the Programme, he/she provides individual consultations to the Entrepreneur in the area of his/her know-how. The scope of intensive joint work between the Expert and the Entrepreneur is determined by the description of the selected Programme.

2.14 “Services” are services and opportunities in the form of activities and benefits offered by the Provider to the Participants within the Programme. The Services provided under a particular Programme are specified in the description of each Programme on the DoToho! Services are provided in the form of personal meetings at the OPERO coworking centre at Salvátorská 931/8, Staré Město, 110 00 Prague 1, webinars or video conferences, or at another suitable location or in another suitable form determined by the Provider. The Services generally include:

- (a) mentoring
- b) a list of contacts called Expert & network pool, with whom the Entrepreneur can connect, c) workshops on selected topics
- d) networking events
- e) access to a know-how library
- f) Community manager services (referrals, networking)
- g) masterminds
- h) community information (newsletter, events)
- i) shadowing of corporate practices

A more detailed focus of the Programme, a description of the activities and benefits offered as part of the Services provided and further details of the Services provided are provided on the Programme website [www.dotoho.pro](http://www.dotoho.pro).

2.15 “Contract” means the contract for participation in the Program concluded between the Provider and the Participant in accordance with Article 3 of these Terms and Conditions. These Terms and Conditions form an integral part of the Contract.

### 3. CONCLUSION OF THE CONTRACT FOR PARTICIPATION IN THE PROGRAMME AND CONDITIONS OF ACCEPTANCE

3.1 The Participant's registration by filling in the registration form on the DoToho! form and its approval by the Provider.

- 3.2 The Participant is obliged to provide complete and truthful information about his/her person in the registration form. The Provider considers the completed information to be correct; the Provider is entitled to verify its accuracy.
- 3.3 The Participant is obliged to change and supplement the data during the use of the DoToho! Platform according to the current state, always within five (5) days from the date of the change of the mandatory data. The Provider shall be entitled to change the scope of the mandatory personal data at any time in the future in connection with the provision of the Programme and to require the disclosure of additional data about the Participant in the event that this is expedient and/or necessary. In case of failure to provide the requested data or filling in false or incomplete data, the Provider is entitled to terminate the Participant's participation in the DoToho! Platform.
- 3.4 The Contract is concluded by electronic means of distance selling at the moment of confirmation of the Participant's registration by the Provider. The Provider's obligation under the Contract is to provide the DoToho! and to provide the Programme, the content of the Entrepreneur's obligation under the Contract is to participate in the Programme and to pay for the services, if the Entrepreneur chooses a paid Programme, the content of the Mentor's obligation under the Contract is to provide mentoring services to the extent specified in the approved Programme, and the content of the Expert's obligation under the Contract is to provide consulting services to the extent specified in the approved Programme. If the Participant has not received confirmation within seven (7) days from the date of registration, please contact us.
- 3.5 Terms of Business Participation. The Entrepreneur should be an owner or executive who is interested in working to advance and grow their business. The program is open to small businesses with at least two employees.
- 3.6 Mentor Participation Requirements. If accepted, the Mentor's profile and photo will be uploaded to a public database on the DoToho!!! platform website. The Mentor has the right to reject the Entrepreneur assigned to him/her. The Mentor will only be connected to the Entrepreneur if the Entrepreneur agrees. The Mentor undertakes to provide its Services free of charge and within the scope defined in the selected Program. In the event that the Mentor breaches its commitment to provide the Services, if it has undertaken to do so, it may be liable for damages caused by this to the Provider.
- 3.7 Conditions for expert participation. If accepted, the Expert's profile and photo will be uploaded to the public database on the DoToho! website. The contact details of the Expert will be uploaded to a non-public part of the website to which only logged-in Participants have access. The Expert has the right to reject the Entrepreneur assigned to him/her. The Expert undertakes to provide the first consultation hour to the Entrepreneur free of charge; the amount of the fee for further consultation services of the Expert is subject to agreement between the Expert and the Entrepreneur. The Expert acknowledges that the Entrepreneur is free to contact him/her if necessary. In the event that the Expert breaches its obligation to provide the Services, if it has undertaken to do so, it may be liable for damages caused to the Provider thereby.
- 3.8 The registration of the Participant is always assessed by at least one member of the Steering Committee, who decides whether or not to include the Participant in the DoToho! platform. Please note that the Steering Committee member's assessment is entirely at his/her discretion; his/her decision is final and cannot be reviewed.
- 3.9 By registering, the Participant declares and undertakes that:
- (a) is 18 years of age or older,
  - (b) all the information he/she provides about himself/herself at the time of registration is true, complete, accurate and correct; (c) he/she will not use the DoToho! Platform in violation of the law,
  - (d) has read the Terms thoroughly before using the DoToho! Platform and that he/she fully

understands and agrees to these Terms,

(e) will use the DoToho! Platform only for the purpose for which it is intended. It will not use it for any unethical conduct, conduct contrary to the law or to the Agreement and these Terms or to the legitimate interests of the Provider,

(f) not use (or attempt to use) any interface other than the interface provided by the Provider for that purpose to access the DoToho! Platform,

(g) ensure the confidentiality and not misuse the identification data and passwords necessary for the Subscriber's login and access to the DoToho! Platform, in particular not to disclose such identification data and passwords to any third party,

(h) will not abuse, block, modify or otherwise alter any part of the DoToho! Platform or even attempt to interfere with the stability, operation or data of the DoToho! Platform, (i) will respect the rights of the Provider and third parties when using the DoToho! Platform, in particular when dealing with intellectual property rights,

(j) will not do anything that disrupts or damages the DoToho! Platform (or the networks and servers connected to the DoToho! Platform).

3.10 The Subscriber's User Account is non-transferable.

3.11 The specific content of the Program and the Services provided thereunder is at the sole discretion of the Provider. The Provider reserves the right to change the content of the Programme or Services at any time; the Provider shall notify the Subscriber of such change by e-mail.

3.12 The Provider reserves the right to change the Programme Period or to terminate the Programme and the Services provided thereunder early at any time; the Provider shall notify the Subscriber of such change or termination by e-mail. In such case, the Entrepreneur shall be entitled to a refund of the unused portion of the price paid.

3.13 The Provider makes no warranties as to the content or quality of the Program and the Services provided thereunder. The Provider shall not be liable to the Entrepreneur for the fact that the Programme or the Services do not meet the Entrepreneur's expectations or do not have the expected benefit for the Entrepreneur or do not lead to the expected result.

3.14 The Provider shall not be liable for the fact that the Participant is unable or unwilling to participate in the Programme and use or provide the Services provided under the Programme for any reason whatsoever. The Entrepreneur shall not be entitled to any reduction or discount in the price for the reasons set out in this paragraph.

3.15 The Provider shall not be responsible for the accuracy, completeness or suitability of any information and advice provided to it under the Programme or the Services provided and shall not be liable for any damage that may arise to the Subscriber in this connection. The Participant acknowledges that all information and advice provided to the Participant is of a general educational nature, is not professional (legal, tax, economic or other) advice and does not constitute a recommendation to act or not to act in a particular manner.

#### 4. PRICE, PAYMENT TERMS

4.1 Participation in the Program may be subject to a fee depending on the selection of a particular Program. The amount of the price is specified in the Price List.

4.2 If the Entrepreneur chooses a paid Program, he/she undertakes to pay the Provider the price according to the Price List.

4.3 Payment for participation in the Programme is made in advance and is non-refundable (unless these Terms and Conditions provide otherwise in a particular case). Payment for participation in the Programme is made on the basis of an invoice issued by the Provider. The invoice will be sent to

the Entrepreneur by e-mail. The invoice shall be deemed to have been received by sending it to the Entrepreneur's e-mail address. The invoice will be due 14 days from the date of issue.

4.4 If the Entrepreneur fails to pay the price to the Provider on the basis of the invoice even within 10 days from the due date, the Provider is entitled to withdraw from this Agreement.

4.5 The Provider is entitled to suspend the Programme to the extent that the Entrepreneur is in default in payment of any amount of the Programme fee.

4.6 The Provider reserves the right to unilaterally adjust the amount of payments in the Price List during the term of the Agreement. The Provider shall notify the Entrepreneur of such change by e-mail at least 30 days before the change becomes effective. The Entrepreneur shall be entitled to terminate the Contract in writing within 10 days of receipt of the notification of the change in the Price List for this reason, whereby the notice period shall be

1 month and shall commence on the first day of the month following the month in which the notice of termination of the Contract was delivered to the Provider. If the Entrepreneur does not terminate the Contract within the specified period, it shall be deemed to have agreed to the change in the Price List.

## 5. LICENCE AND PROTECTION OF INTELLECTUAL PROPERTY AND PERSONAL RIGHTS

5.1 The license to access and use the DoToho! Platform is non-exclusive, territorially unlimited and limited in time for the duration of the Agreement. This licence is non-transferable and non-transferable to third parties. The Participant is not entitled to sell, license, lease, assign or make the Application available to third parties through his/her user account.

5.2 The content of the Program and related printed materials (promotional flyers, advertisements, texts, photographs, images, logos, etc.), including the software of the DoToho! Platform, is protected by intellectual property rights of the Provider, third parties (e.g. Mentor and/or Expert). The Participant may not modify, copy, reproduce, distribute or use the Program Content for any purpose contrary to the intent of the Agreement, unless the Participant has rights to the Program Content.

5.3 The Participant is not entitled to use the DoToho! Platform for purposes contrary to the Agreement or the law. The Subscriber shall not use the DoToho! Platform in a way that could diminish its value or damage, disable, overload or impair the functioning of servers operated by the Provider or interfere with the use of these servers or the DoToho! Platform by third parties.

5.4 The Participant agrees that the logo of his/her company / brand may be published on the website or social networks of the DoToho! Platform for the purpose of informing about the activities of the DoToho! Platform.

5.5 In the event that the Participant grants any intellectual property rights to the Provider or other Participants as part of his/her participation in the Programme, unless otherwise agreed in a particular case, the Participant hereby grants a non-exclusive licence to use such intellectual property rights for all customary uses. The licence is limited in time for the duration of the Programme. If the subject of the intellectual property right is a photograph, the Participant agrees that the Provider may modify the photograph or combine it with other works of authorship.

5.6 The Mentor or Expert agrees to the publication of the materials provided by the Mentor or Expert in public events organized for other participants of the DoToho! Platform. In particular, this includes presentations and materials shared in workshops, seminars and other lectures, of which an audiovisual recording will be made.

5.7 By joining the Programme, the Participant agrees that his/her image may be published on the website and social media of the DoToho! and expressly grant their irrevocable consent to this.

5.8 The Participant acknowledges that photographic and video recordings may be made of the events that may be part of the Programme, capturing the Participant's likeness.

## 6. DURATION OF THE CONTRACT, TERMINATION OF THE CONTRACT

6.1 The contract is concluded for an indefinite period.

6.1 The Entrepreneur shall be entitled to terminate the Contract at any time and for any reason upon one (1) month's notice. The notice period shall commence upon delivery of the notice to the Provider. Termination of the Agreement shall be effective upon cancellation of the user account. In such case, there is no right to a refund of any aliquot part of the price for the unused part of the Program.

6.2 The Mentor and/or the Expert shall be entitled to terminate the Contract by giving one (1) month's notice. The notice period shall commence upon delivery of the notice to the Provider.

6.3 The Provider is entitled to cancel the Agreement in the event of a material breach of these Terms and Conditions or any other legal obligation by the Participant. A material breach of the Terms and Conditions shall be deemed to be any breach of the Participant's obligations set out in Articles 3, 4 and 5 of the Terms and Conditions. Termination of the Agreement shall be effective by blocking or cancelling the Participant's user account.

## 7. EXCLUSION OF LIABILITY

7.1 The Provider shall not be liable for the impossibility or limitation of access to the DoToho! Platform caused by Internet malfunctions, as well as other circumstances of a technical nature that the Provider is unable to influence or whose solution requires the cooperation of third parties (e.g. server unavailability).

7.2 The Provider shall not be liable for limitations of the Services due to obstacles on the part of the Mentor and/or the Expert; however, the Provider undertakes to replace the Services by a third party as soon as possible.

7.3 The Provider shall not be liable for errors resulting from third party interference with the DoToho! Platform or from its use contrary to its purpose and intent. The Subscriber acknowledges that the Provider is entitled to limit or completely interrupt the use of the DoToho! zPlatform due to planned server downtime for maintenance.

## 8. PROCESSING OF PERSONAL DATA

8.1 Information on how the Provider processes the Participants' personal data is available on our website.

## 9. FINAL PROVISIONS

9.1 If the relationship related to the use of the DoToho! Platform or the legal relationship established by the Agreement contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law.

9.2 Where the law, the Contract or these Terms and Conditions require communication in writing, it is sufficient if the message is sent by email or other means of electronic communication that leave no doubt as to the content of the message and its sender.

9.3 If the Participant, through his/her fault, prevents the Provider from effectively delivering documents to him/her (in particular, by failing to provide the Provider with the current delivery address), this shall constitute a failure to deliver (within the meaning of Section 570(1) of the Civil Code) and the document sent to the Participant's last known delivery address shall be deemed to have been duly delivered to the Participant on the third day after it was sent.

9.4 If any provision of the Terms is or becomes invalid or ineffective or unenforceable, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness or unenforceability of one provision shall not affect the validity of the other provisions. Amendments to the contract or the terms and conditions shall be in

writing.

9.5 The Provider may change or amend the wording of the Terms and Conditions. The Provider shall notify the Subscriber of changes to the Terms and Conditions by email to the address specified in the user account at least 30 days before the change becomes effective. The Subscriber is entitled to terminate the Contract at any time until the amendment to the Terms and Conditions becomes effective in accordance with the procedure set out in Article 6 of these Terms and Conditions. If the Subscriber does not terminate the Agreement within the specified period, the Subscriber shall be deemed to have accepted the change to the Terms. The rights and obligations of the parties shall always be governed by the wording of the Terms and Conditions under which they arose.

9.6 This current version of the Terms and Conditions is valid and effective from 30 June 2025.