TERMS AND CONDITIONS FOR THE ARRANGEMENT OF A VOLUNTEER STAY

Voluntair s.r.o.

Registered office: U průhonu 773/12, Holešovice, 170 00 Prague 7 Business registration number: 03595391 Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File no. 233787 Email: ______ Website: www.voluntair.cz, www.voluntair.org

(hereinafter referred to as "Voluntair")

1. Introductory Provisions

1.1. These Terms and Conditions of Voluntair s.r.o. (hereinafter "Terms and Conditions") stipulate, in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll., Civil Code (hereinafter "Civil Code") the mutual rights and obligations arising between Voluntair and the natural person - Volunteer, who is interested in participating in a volunteer stay abroad (hereinafter "Volunteer") organized by a foreign legal entity or natural person (hereinafter "Receiving Organization") and has completed a binding electronic application to participate in a volunteer stay posted on Voluntair's website accessible at the website www.voluntair.cz or ww.voluntair.org (hereinafter "Website").

2. Agency Agreement

- 2.1. The Voluntair Website contains a list of volunteer stays abroad with descriptions containing information about the precise site of the volunteer stay, dates of the volunteer stay, subject of volunteer service, duration of the volunteer stay, information about accommodations and catering, and any specific conditions for participation in the volunteer stay as required by the Receiving Organization.
- 2.2. If Volunteer selects a specific volunteer stay s/he would like to participate in, s/he completes an application form on the Website in which s/he states the chosen volunteer stay, his/her full name, ID number or date of birth, permanent address, postal address and email address. If several dates are listed under the volunteer stay, Volunteer states his/her preferred date.
- 2.3. Before completing the application form, Volunteer is obliged to actively tick the field with the name "I agree with the Terms and Conditions for the arrangement of the volunteer stay", whereby s/he confirms that s/he has become acquainted with and accepts these Terms and Conditions before electronically sending the application form. The link to the contents of these Terms and Conditions will be active and will appear for Volunteer if opened.
- 2.4. After receiving the electronically completed application form, Voluntair will send confirmation of receipt of the application to Volunteer's email or postal address. Upon delivery of confirmation of receipt of the application to Volunteer, a Contract for Arrangement of a Volunteer Stay is entered into between Voluntair and Volunteer (hereinafter the "Agreement"). In the event of sending confirmation by email, the confirmation is considered delivered to Volunteer on the date following the day it is sent by Voluntair (unless Volunteer confirms delivery earlier). In the event of sending confirmation by post, the confirmation is considered delivered to Volunteer to Volunteer to Volunteer on the third working day following the day it is sent by Voluntair (unless Volunteer).
- 2.5. By entering into the Agreement, Voluntair agrees to arrange for Volunteer under the following conditions the selected volunteer stay in which Volunteer shall perform

volunteer service for the needs of Recipient Organization by mediating contacts and information between Volunteer and Receiving Organizations.

2.6. By entering into the Agreement, Volunteer undertakes to remunerate Voluntair for the arrangement of a volunteer stay in the amount and under the conditions set out in Article VI of the Terms and Conditions.

3. Conditions for Volunteer's Participation

3.1. Conditions for Volunteer to participate in a volunteer stay mediated by Voluntair are the execution of the Agreement under Article 2 of the Terms and Conditions, payment of the fee pursuant to Article 6 of the Terms and Conditions and the confirmation of Volunteer's participation by Receiving Organization.

4. Specifications of Volunteer Stay

4.1. Volunteer states the volunteer stay selected based on the current list of offers on Voluntair's Website upon completing the application form. If several dates are listed under the volunteer stay, Volunteer states his/her preferred options upon completing the form.

5. Training Courses

5.1. Volunteer has the opportunity to attend training organized by Voluntair before departing for the volunteer stay. Volunteer will be informed of the date of the course via e-mail.

6. Fee

- 6.1. Within 5 (five) days from the date of execution of the Agreement (i.e., from the date of delivery of confirmation of receipt of the binding application from Volunteer), Volunteer agrees to pay Voluntair the fee in the amount specified in Article 6.2 of the Agreement for the arrangement of the volunteer stay abroad. Payment is made to Voluntair's bank account no. ______ at ______. The "variable symbol" is the Volunteer's ID number or birth date. The date of payment of the fee is considered the day it is credited to Voluntair's account.
- 6.2. Volunteer agrees to pay the Voluntair a fee for the arrangement of the volunteer stay amounting to CZK 3,000.00. For each additionally arranged volunteer stay in one calendar year, Volunteer agrees to pay Voluntair a fee of CZK 2,500.00.
- 6.3. Late payment of the fee by Volunteer is considered a fundamental breach of Agreement and gives Voluntair the right to repudiate the Agreement.

7. Receiving Organization

- 7.1. After entering into the Agreement, Voluntair undertakes to submit information about Volunteer to the Receiving Organization that will organize the volunteer stay selected by Volunteer, and immediately provide Volunteer with new information about the selected volunteer stay that had not been available on the Voluntair Website.
- 7.2. For some volunteer stays, Volunteer is required, in accordance with the requirements set out by the Receiving Organization stated in the volunteer stay on the Website, to submit additional documents to the Receiving Organization (such as a covering letter, extract from the criminal records, certificate of health). Volunteer is informed of this fact on Voluntair's Website always under the

applicable volunteer stay, and s/he is also informed of this fact by Voluntair via email after entering into the Agreement.

- 7.3. Voluntair undertakes to email Volunteer an "Infosheet" (pre-departure package) before his/her volunteer stay that contains detailed information on the volunteer stay, including information on potential risks associated with the performance of volunteer service in the given country.
- 7.4. Before departing for the volunteer stay abroad, Volunteer is obliged to arrange insurance for medical expenses and liability insurance for property damage and bodily injury, both effective in the country of the volunteer stay for the duration of the stay and for the trip to and from the country of the stay. Voluntair does not provide insurance for Volunteer.
- 7.5. Voluntair informs Volunteer about visa regulations for citizens of the Czech Republic in the country of the volunteer stay. This information is on the Website under the applicable volunteer stay and in the Infosheet. Volunteer is obliged to arrange the visa him/herself. Voluntair does not arrange the visa for the Volunteer.
- 7.6. Before travelling on the volunteer stay, Volunteer shall inform him/herself about the current security situation in the country of the volunteer stay. If the security situation objectively worsens, Volunteer is entitled to rescind the Agreement.

8. Cancellation of Participation and Cancellation Fees

- 8.1. Volunteer is entitled to cancel his/her participation in the volunteer stay after entering into the Agreement and paying the fee. Volunteer cancels participation in the volunteer stay by e-mailing Voluntair at the address specified above in these Terms and Conditions. In the e-mail Volunteer explicitly states that s/he is cancelling his/her participation in the volunteer stay, his/her full name, date of birth (ID number) and permanent address. Volunteer also indicates in the email his/ her choice concerning reimbursement of the fee paid pursuant to Article 8.2 or 8.3 of the Agreement.
- 8.2. In the event that Volunteer cancels his/her stay under Article 8.1 of the Terms and Conditions, s/he is entitled to use the paid fee for another volunteer stay organized by Voluntair not later than within one year from the date of sending the e-mail cancellation of the volunteer stay.
- 8.3. In the event that Volunteer cancels his/her stay under Article 8.1. of the Terms and Conditions, instead of using the paid fee for another volunteer stay organized by Voluntair under Article 8.2 of the Terms and Conditions, s/he is entitled to demand reimbursement of the paid fee pursuant to the following rules:

Upon cancelling the volunteer stay, Volunteer is entitled to a refund reduced by the following cancellation fees:

- 25% of the fee if Volunteer cancels participation in the volunteer stay more than 43 days before the start of the volunteer stay;
- 50% of the fee if Volunteer cancels participation in the volunteer stay between 22 and 43 days before the start of the volunteer stay;
- 100% of the fee if Volunteer cancels participation in the volunteer stay less than 22 days before the start of the volunteer stay (i.e. s/he is not entitled to a refund of the fee in whole or part).
- 8.4. If Volunteer does not state in the email cancelling his/her participation in the volunteer stay that s/he demands a refund of the paid fee under Article 8.3 of the Terms and Conditions, the process will proceed in accordance with Article 8.2. of the Terms and Conditions. In this case, Volunteer is not entitled to a refund of the paid fee and is entitled to use the fee towards another Voluntair volunteer stay taking place in the following year.
- 8.5. In the event that in the e-mail cancelling his/her participation in the volunteer stay addressed to Voluntair, Volunteer asks for a refund of the fee paid pursuant to Article 8.3. of the Terms and Conditions, s/he is also obliged to provide his/her

bank account number for the refund of the fee paid reduced by the cancellation fee.

- 8.6. In the event that after entering into the Agreement, Volunteer will not be accepted by Receiving Organization for the selected volunteer stay, s/he shall be notified by Voluntair about this fact immediately to his/her e-mail or postal address specified in the Agreement. In such case, Volunteer is entitled to a 100% refund of the paid fee. S/he will not be entitled to a refund, however, if s/he is not accepted to the selected volunteer stay by Receiving Organizations due to a lack of cooperation on his/her part (e.g. failure to submit required documents and certificates, no visa or health insurance).
- 8.7. If Volunteer is not accepted to the selected volunteer stay, Voluntair is entitled to offer Volunteer participation in an alternate volunteer stay with a destination, duration and content of work as comparable as possible to stay originally chosen by Volunteer. In the event that Volunteer accepts this option, s/he is no longer entitled to a refund of the paid fee, but s/he is not obliged to pay a fee for the alternate volunteer stay. At the same time, Voluntair and Volunteer draw up an amendment to the Agreement. The amendment will be drawn up by the Parties in written form (hard copy) and will contain the alternate volunteer stay in which Volunteer shall participate.
- 8.8. Voluntair is not responsible for cases where the volunteer stay is completely cancelled by Receiving Organization. However, in this case, Volunteer is entitled to a full refund. In such case, Volunteer is entitled to a 100% refund of the paid fee.
- 8.9. Voluntair is not responsible for transporting the participant to the location of the volunteer stay and back to the Czech Republic or for the costs associated with transportation. Volunteer arranges transport to the location of the volunteer stay him/herself.
- 8.10. Voluntair is not responsible for arranging accommodations for Volunteer during the volunteer stay, nor does it pay the cost of accommodations.

9. Receiving Organization

- 9.1. Voluntair arranges projects of foreign Receiving Organizations based on partnerships in international volunteer networks.
- 9.2. Voluntair will provide information to Receiving Organization on Volunteer that is essential to the performance of volunteer service, and shall do so without undue delay after entering into the Agreement.
- 9.3. Information about accommodations and meals at the volunteer stay site and possible provisions by the Receiving Organization is stated under each volunteer stay at Voluntair's Website.
- 9.4. Receiving Organization will provide Volunteer with work tools depending on the nature and needs of the volunteer project.
- 9.5. Receiving Organization is entitled to demand from Volunteer payment of a fee for participation in the volunteer stay. This potential fee is paid based on a legal relationship between Volunteer and Receiving Organization, without any participation of Voluntair.
- 9.6. Receiving Organization has the right, where necessary, to change the organization of the volunteer stay compared with the description given on the Voluntair Website. In the event of significant changes that make it impossible for Volunteer to participate in the volunteer project, Volunteer has the option to cancel his/her participation to the volunteer stay under Article VIII of the Terms and Conditions.

10.Rights and Obligations of Volunteer

10.1. Volunteer acknowledges that s/he will perform volunteer service conscientiously, diligently and without financial reward.

- 10.2. Volunteer undertakes to respect the different cultural and social practices in the country of the volunteer stay, reasonably observe these habits and not infringe them without reason.
- 10.3. Volunteer is entitled to prematurely terminate participation in the volunteer stay in the following cases:
 - Serious illness or health problems of Volunteer, serious health grounds of a loved one or family member, death in the family
 - Natural disaster, reasonable change in the political and security situation in the country or place of performance of volunteer service, reasonable change in the political and security situation in the Czech Republic
 - Serious or repeated obstacles to voluntary service on the part of the Receiving Organization.
- 10.4. In the event that Volunteer prematurely terminates his/her participation in the course of the volunteer stay for whatever reason, s/he is not entitled to a refund or any part thereof.

11.Detailed Information about Volunteer Stay

- 11.1. Voluntair will provide Volunteer the necessary information about the selected volunteer stay in the "Infosheet", doing so in accordance with the information provided by Receiving Organizations about the volunteer stay. Information is also provided on specific volunteer stays at the Voluntair Website. The Infosheet provided to Volunteer will contain information on the date and site of the Volunteer's volunteer stay, a description of the volunteer stay, accommodations, catering, financial conditions of participation, contact information for the Receiving Organization, etc. Infosheet is compiled primarily by Receiving Organization and Voluntair does not guarantee the accuracy or completeness of the information in it contains.
- 11.2. Receiving Organizations will not provide Volunteer with an allowance to regular expenses incurred as part of the performance of volunteer service.

12.Closing Provisions

- 12.1. The Terms and Conditions are effective for all Contracts for the Arrangement of a Volunteer Stay entered into between Voluntair and volunteer after 1 April 2015 and constitute an integral part of these Agreements.
- 12.2. Questions not expressly regulated by the Agreement and Terms and Conditions shall be governed by the provisions of Act No. 89/2012, the Civil Code.
- 12.3. Special provisions concerning the arrangement of a volunteer stay made between Voluntair and Volunteer in writing have precedence over these Terms and Conditions.
- 12.4. When summoned by Voluntair sent after entering into the Agreement, Volunteer commits to submit a current extract from the criminal records. If Volunteer does not submit an extract from the criminal records within a set deadline of at least ten days, Voluntair is entitled to repudiate the Agreement.
- 12.5. Volunteer agrees with the collection, storage and processing of personal data contained in the Agreement for the purpose of realization of the Agreement in accordance with Act No. 101/2000, on Personal Data Protection, as amended.
- 12.6. Voluntair reserves the right to make such changes to the Terms and Conditions that will not be associated with Volunteer's right to rescind the Agreement, subject to the condition that Volunteer will be bound by such change only if s/he agrees with the change.

In Prague on <mark>1 April 2015</mark> Voluntair s.r.o.