



GENERAL TERMS OF SERVICE
AND END USER LICENSE AGREEMENT
PHMARKET MOBILE APPLICATION

Effective from: 1 June 2026

PHMarket s.r.o.

Hlavní třída 87/2, 737 01 Český Těšín, Czech Republic

Company ID: 04529031 | VAT ID: CZ04529031 | Data box: 234baq7

PREAMBLE

These General Terms of Service and End User License Agreement (the "Terms") constitute a legally binding agreement between you, as an individual acting as an end user, and PHMarket s.r.o., Company ID: 04529031, VAT ID: CZ04529031, with its registered office at Hlavní třída 87/2, 737 01 Český Těšín, Czech Republic, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, File No. 64228 (the "Operator", "we" or "our"). These Terms govern all aspects of your access to and use of the PHMarket mobile application (bundle identifier cz.phmarket.app, the "App" or "Service"), including all software, data, content, features, services and updates provided by the Operator in or in connection with the App.

By downloading, installing, creating a user account, accessing or otherwise using the App, or by accepting the initial consent, you expressly confirm that you have carefully read these Terms, that you understand them and that you are bound by them. If you do not agree with any part of these Terms, you are not permitted to download, install, access or use the App in any manner, and you must promptly uninstall it.

These Terms apply to all versions of the App distributed via Apple App Store (Apple Inc.) and Google Play (Google LLC), as well as via any future distribution platform.

IMPORTANT NOTICE: PLEASE READ THE FOLLOWING TERMS CAREFULLY. These Terms contain, among other things, significant provisions on disclaimers of warranties (Article 17), limitation of liability (Article 18), indemnification (Article 19), user content, the PushMe service, the PHM Cash loyalty program, fuel quality ratings (Fuel Quality), community reports and community stations, procedures for reporting illegal content under Regulation (EU) 2022/2065 (the Digital Services Act, "DSA"), and transparent automated moderation including a Statement of Reasons. We recommend that you print or save these Terms. The full version is always available in the App under "Profile, Terms of Service" and at phmarket.cz/podminky.

ROAD SAFETY WARNING

YOUR SAFETY AND THE SAFETY OF OTHER ROAD USERS IS YOUR SOLE RESPONSIBILITY. The PHMarket App is an informational tool intended exclusively for use in situations where it does not interfere with the safe operation of a motor vehicle. Any direct interaction with the App (entering text, viewing screens, setting up navigation, taking photographs, sending messages via PushMe, rating fuel quality, reporting prices, etc.) while actively driving a motor vehicle is strictly prohibited and may constitute a violation of road traffic regulations.

REAL-WORLD TRAFFIC INFORMATION ALWAYS AND UNCONDITIONALLY TAKES PRECEDENCE. All information provided by the App, including navigation directions, fuel station locations, fuel prices, quality ratings, EV chargers, opening hours and any other data, is of an indicative and supplementary nature only. It does not replace actual traffic signage, instructions of the authorities, road conditions, weather conditions or your own driving judgment.

DATA ENTRY AND INTERACTION WITH THE APP: Enter any information into the App (adding prices, writing reviews, taking photographs, broadcasting messages on PushMe, rating Fuel Quality, creating community stations, setting up navigation) only when the vehicle is safely and lawfully stopped in a

designated area. A passenger may interact with the App provided this does not compromise driving safety; full responsibility rests with the driver.

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1. For the purposes of these Terms, the following capitalized terms have the meanings set out below, regardless of whether used in the singular or plural:

"App" or "Service" means the mobile software application named PHMarket (bundle identifier cz.phmarket.app), including all related software, source and object code, databases, data, content, graphic elements, user interface, features, updates, fixes, enhancements and all related services.

"Operator", "we", "our" means PHMarket s.r.o., Company ID: 04529031, with its registered office at Hlavní třída 87/2, 737 01 Český Těšín, Czech Republic.

"User", "you", "your" means any natural person who downloads, installs, registers, accesses or otherwise uses the App.

"Use without Registration" means the state in which the User uses the App without creating an Account, basic features are available (map, prices, navigation, Quality Stations, Fuel Quality in read-only mode). Use without Registration does not allow participation in the PHM Cash Program, PusHMe, Community Price Reports, creation of Community Stations, Fuel Quality ratings or Flash Offer redemption.

"Registered Account" or "Account" means a user account created via registration (email + password, Sign in with Apple or Sign in with Google), which unlocks all features.

"User Content" means all data, text, ratings, reviews, comments, photographs, PusHMe messages, price reports, created community stations, fuel quality ratings, station name suggestions (brand suggestions) or any other materials that the User makes available through the App.

"Partner Station" means a fuel station or other entity that has a valid partnership agreement with the Operator and whose offer is presented in the App.

"Quality Station" means the premium tier of the partner network presented in a separate "Quality" tab with gold marking; it has limited interactivity (read-only + email contact).

"Community Station" means a fuel station created by a User via the Community Report feature (Article 9). Community Stations are prominently marked with a "Community" label and distinguished from Partner Stations.

"Catalog Station" / "Fuel Station" means a station in the App's central catalog (the fuel_stations table), which covers all fuel stations in supported countries regardless of partnership. It serves as a reference point for Community Price Reports, Fuel Quality ratings and the snap-to-station mechanism.

"Fuel Quality" or "Fuel Quality Rating" means a separate rating system covering all Catalog Stations in CZ, PL, SK, DE, AT and HU. It allows registered Users to rate fuel quality (positive / with reservations) and displays sentiment (a Steam-inspired system: no rating / New / Mixed / Positive / Very Positive / Excellent). It also publishes publicly available penalties imposed by the Czech Trade Inspection Authority (ČOI). Details in Article 10A.

"PHM Cash Program" or "Program" means a loyalty program with points, levels and an annual payout. Detailed rules in Article 13. As of the effective date of these Terms, the Program is in preparation ("coming soon").

"PHM Cash Points" or "Points" means virtual units without intrinsic monetary value awarded under the PHM Cash Program.

"PHM Cash Level" means a tier in the loyalty program whose value determines the coefficient for awarding Points for a given activity (higher Level = more Points for the same refueling).

"PushMe Service" means a feature of the App enabling registered Users to communicate via encrypted Frequencies and System Channels. Details in Article 8.

"Frequency" means a numeric identifier in the range 1000 to 9999 serving as a virtual communication channel within PushMe, voluntarily shared between specific Users.

"System Channel" means a channel in PushMe operated directly by the Operator (by default channels 101, 111, 121 and 131), on which the Operator broadcasts content to Users (e.g. live drops, café and food, car care, special offers). System Channels differ legally from user Frequencies, in this case the Operator is the publisher of the content, not merely a hosting service.

"Easter Egg Unlock" means the mechanic of gradually unlocking certain App features (in particular PushMe) based on user actions. Details in Article 8.2.

"Flash Offer" or "PushMe Drop" means a time-limited discount or benefit provided by a Partner Station and distributed via the App. Details in Article 11.

"Community Report" means a collective term for User contributions comprising (a) creation of a Community Station, (b) updating a fuel price at a Catalog Station, (c) Fuel Quality rating and (d) a station name suggestion. Details in Article 9.

"Shadowban" means an automated moderation measure whereby contributions of a User with repeatedly problematic behavior are stored as "is_valid=false" and are not displayed to other Users. Rules, transparency and appeals, see Article 7.11.

"Operational Limits" means rate limits and quotas applicable to various actions in the App, set out in Annex 1 to these Terms.

"Distribution Platform" means Apple App Store or Google Play, or any other platform for distribution of the App.

"DSA" means Regulation (EU) 2022/2065 of the European Parliament and of the Council (Digital Services Act) and related legislation.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council.

"Privacy Policy" means a separate document describing the processing of personal data, available at phmarket.cz/privacy-policy.

1.2. Interpretation: Headings are for convenience and do not affect interpretation. The expressions "including", "in particular" and "among others" are illustrative. A reference to legislation includes its amendments and implementing regulations.

ARTICLE 2: ELIGIBILITY AND USER REPRESENTATIONS

2.1. Age requirement: By using the App, you represent that you are at least seventeen (17) years of age. This requirement follows from the App's age rating on the Distribution Platforms (Google Play: Mature 17+; Apple App Store: 18+ category under Apple's age rating system effective from 2026, which replaced the previous 17+ category) due to the PusHMe feature enabling communication between unknown Users and possible exposure to User-Generated Content. On Apple devices, downloading the App may be further restricted by parental control settings in line with the 18+ category. Persons under 17 are not permitted to download the App, register, participate in the PHM Cash Program, use PusHMe or submit Community Reports. Upon detection of a violation, we reserve the right to terminate the Account without delay.

2.2. Driver license: The App is primarily intended for motorists; the Operator does not verify the validity of driver licenses.

2.3. Legal capacity: You represent that you have full legal capacity to enter into this agreement.

2.4. Truthfulness of information: You represent and undertake that all information you provide will be true, accurate and complete.

2.5. Compliance with law: You undertake to use the App in accordance with these Terms, applicable law (in particular road traffic, data protection, consumer protection and the DSA) and the rules of the Distribution Platform.

2.6. Geographic scope: The App is primarily intended for Users in the EU, UK, Norway, Iceland, Liechtenstein and Switzerland. Fuel Quality ratings currently support the countries CZ, PL, SK, DE, AT and HU.

ARTICLE 3: SERVICE DESCRIPTION AND AVAILABILITY

3.1. Main App features: PHMarket is a comprehensive platform for motorists comprising the following features (scope and availability may change over time):

- Station overview on the map and in lists: Partner Stations, Community Stations (Article 9), Quality Stations (Article 10), Catalog Stations (for Fuel Quality ratings).
- Fuel prices: Current or recently reported fuel prices (Natural 95, Natural 98, Diesel, Diesel Premium, LPG, CNG, AdBlue, HVO, EV charging) from various sources (station operators, community, admin) with prioritization operator > admin > community.
- Fuel quality ratings (Fuel Quality): A separate system covering all stations in CZ/PL/SK/DE/AT/HU. Details in Article 10A.
- Navigation services: Opening routes in third-party navigation applications (Apple Maps, Google Maps, Waze, or Mapy.cz).
- PHM Cash loyalty program: Collecting Points, Levels, annual payout. Details in Article 13. As of the effective date the Program is in preparation.
- PusHMe Service: Encrypted communication via user Frequencies + System Channels operated by the Operator. The feature is locked by default and is unlocked via the Easter Egg mechanic. Details in Article 8.

- Flash Offers (PusHMe Drops): Time-limited discounts from Partner Stations. Details in Article 11.
- Community Reports and Community Stations: The ability to create community stations, report prices, rate Fuel Quality and suggest station names. Details in Article 9.
- Vehicle profile and calculations: Entering vehicle parameters (fuel type, consumption, tank or battery capacity, vehicle type) and calculating the most advantageous station (price x distance).
- Currency conversion: CZK, EUR, PLN, HUF, USD per User preference, with automatic conversion using Czech National Bank rates. Exchange rates may at times be outdated ("fx_is_stale"), of which the App may inform you.
- Route planner (WHERE AM I GOING?): Searching for stations in a corridor along a chosen route with a detour estimate.
- Refueling history: A record of refuelings under the PHM Cash Program.
- Links to portals of state authorities (toll stickers, etc.).

3.2. "As is" provision: The App is provided "as is" and "as available", without warranty of uninterrupted availability, subject to mandatory provisions of consumer law.

3.3. Right to modify and terminate: The Operator may at any time modify, suspend or permanently terminate any feature. In the event of permanent termination of the PHM Cash Program, a period of at least 90 days will be provided to redeem Points.

3.4. Automatic updates: The App may be automatically updated via the Distribution Platform. If you do not agree with an update, your sole remedy is to cease using the App and uninstall it.

3.5. Connectivity costs: The App requires an active internet connection; all mobile data costs are borne by the User.

3.6. Currently free of charge: The App is currently provided free of charge. The Operator reserves the right to introduce paid features in the future exclusively via Apple In-App Purchase / Google Play Billing with prior notice of at least 30 days.

ARTICLE 4: USER ACCOUNT AND USE WITHOUT REGISTRATION

4.1. Two modes of use: The App enables two distinct modes of use:

- (a) Use without Registration: Basic features (map, browsing Partner and Community Stations, browsing Quality Stations, browsing Fuel Quality ratings in read-only mode, navigation) are available without registration. In this mode no user Account is created; the App generates only a technical device identifier (install_id) used to provide the Service and for anonymous analytics. It does not allow participation in the PHM Cash Program, PusHMe, Community Reports, creation of Community Stations, Fuel Quality ratings or Flash Offer redemption.
- (b) Registered Account: A full mode after completing registration, which unlocks all features except those conditioned on the Easter Egg Unlock (in particular PusHMe, see Art. 8.2).

4.2. Registration methods:

- (a) Email and password: You provide a name or nickname, a valid email address and a password (min. 8 characters, at least one digit). After 5 consecutive failed login attempts, a temporary restriction (cooldown) applies.
- (b) Sign in with Apple: When using Hide My Email, Apple provides only a relay email address; the Operator does not obtain your real email address.
- (c) Sign in with Google: The Operator receives only your name and email address from Google.

4.3. One Account per person: Each natural person may have only one (1) Registered Account. Creating multiple Accounts, in particular to abuse the PHM Cash Program or the Community system, is a material breach of these Terms.

4.4. Account responsibility: You bear full responsibility for maintaining the confidentiality of your password, for all activities under your Account and for promptly reporting any suspected unauthorized access (support@phmarket.cz).

4.5. Information updates: You are obliged to keep the information in your Account up to date.

4.6. Suspension of the Account by the Operator: The Operator may temporarily suspend access to the Account for the reasons set out in Art. 7.11 and 8.7 (Statement of Reasons under Art. 17 DSA).

4.7. Termination of the Account by the Operator: The Operator may permanently terminate the Account in the event of a material or repeated breach of the Terms, proven fraudulent activity, permanent inactivity exceeding 24 months, or based on a decision of a competent authority.

4.8. Deletion of the Account at the User's request: You have the right at any time and without giving a reason to request deletion of your Account:

- (a) Via the "Delete Account" feature in the App (Profile, Settings, Delete Account), the preferred method.
- (b) Via the web form phmarket.cz/delete-account (required by the Google Play User Data Policy).
- (c) By email to support@phmarket.cz.

Upon confirmation of the request, the Account and personal data will be disposed of in accordance with the Privacy Policy (30 days for production systems, 90 days for backups). If you signed in via Sign in with Apple, the Operator will call the Apple Sign In REST API revokeToken endpoint and revoke your tokens with Apple Inc. (a requirement of Apple App Review Guideline 5.1.1(v)). Deleting the Account irreversibly forfeits all accumulated PHM Cash Points that have not been validly redeemed.

4.9. Consequences of Account deletion: Deletion is irreversible. Some data may be retained for the period required by law (Accounting Act, AML). Anonymized data that does not allow identification may be retained even after deletion.

ARTICLE 5: LICENSE AND USE RESTRICTIONS

5.1. Scope of license: Subject to your compliance with the Terms, the Operator grants you a limited, personal, non-exclusive, non-transferable and revocable license to install and use one (1) copy of the App on a device you own or lawfully control, solely for personal non-commercial purposes.

5.2. Family Sharing (Apple): The license may be extended to family members via Family Sharing in accordance with the Apple Media Services Terms; each member must accept these Terms and create their own Account.

5.3. License restrictions: You may not (a) copy, modify, distribute, sublicense, lease or sell the App; (b) reverse engineer, decompile or disassemble it; (c) remove IP notices; (d) use it for competitive analysis or commercial purposes without consent; (e) overload the infrastructure; (f) circumvent security measures and rate limits.

5.4. Third-party terms: Use is also subject to the terms of your mobile carrier and the Distribution Platform.

5.5. Revocation of license: In the event of a breach of the Terms, the Operator may revoke the license at any time.

ARTICLE 6: PROHIBITED CONDUCT AND ZERO TOLERANCE FOR OBJECTIONABLE CONTENT

6.1. Zero tolerance for objectionable content and abusive behavior: The Operator maintains an absolute zero-tolerance policy towards objectionable content and abusive User behavior in all User Content (PushMe, Community Reports, Community Stations, Fuel Quality reviews, brand suggestions). Violations result in immediate removal of content, temporary or permanent blocking of the User and forfeiture of PHM Cash Points. This clause is a requirement of Apple App Store Review Guidelines 1.2 and Google Play Developer Program Policies.

6.2. General prohibition: Use the App lawfully and so as not to infringe the rights of the Operator, other Users or Third Parties.

6.3. List of prohibited activities: You expressly undertake not to engage in:

- (a) Illegal and fraudulent conduct of any kind (money laundering, financing of terrorism).
- (b) Impersonating another person or falsely stating a relationship with the Operator or Partner Stations.
- (c) Automated access (robots, scrapers, data mining) without the Operator's consent.
- (d) Uploading malicious code (viruses, trojans, malware).
- (e) Security breaches (penetration tests without consent, circumventing rate limits and Operational Limits, Annex 1).
- (f) Abusing the PHM Cash Program (multiple Accounts, automated Point earning, false refuelings, manipulation of the referral system).
- (g) Manipulating information, intentionally false prices, Fuel Quality ratings, brand suggestions, creating fake Community Stations, outside the locality or at non-existent places.
- (h) Inappropriate expression (vulgar, offensive, hateful, threatening, discriminatory, sexually explicit, racist content).
- (i) Harassing, intimidating or stalking other Users or Third Parties.
- (j) Spam and unsolicited communications (chain letters, pyramid schemes, unsolicited advertising).

- (k) Infringing intellectual property rights of the Operator or Third Parties.
- (l) Sharing login credentials.
- (m) Commercial exploitation of the App, its content or data without express consent.
- (n) Overloading the infrastructure of the Operator or its processors (Supabase, PostHog, etc.).
- (o) Circumventing geographic restrictions, the age restriction or anti-sabotage measures (snap-to-station, plausibility check of ± 50 % of the median, geofence of 25 km from a station, duplicate detection of 50 m).
- (p) Sharing PusHMe Frequencies on public platforms for illegitimate communication.
- (q) Filing false content reports with the aim of achieving unjustified blocking of legitimate content or Users.
- (r) Reverse engineering of databases, algorithms or business logic.
- (s) Creating Community Stations at non-existent places, on private property without the owner's consent, or with the aim of harming a competing station.
- (t) Intentionally submitting false Fuel Quality ratings with the aim of damaging the good reputation of a fuel station (defamation).
- (u) Intentionally suggesting false station names (brand suggestions), e.g. assigning a brand to a station that does not have it.

6.4. Consequences of breach: A breach may result in immediate suspension/termination of the Account, a Shadowban (Art. 7.11), forfeiture of Points, notification of law enforcement authorities, a DSA notice (Art. 21) and a claim for damages.

ARTICLE 7: USER CONTENT AND MODERATION

7.1. Responsibility: You bear full responsibility for your User Content, its lawfulness, truthfulness and the consequences of its publication. The Operator acts as a hosting service provider within the meaning of Art. 6 DSA and Art. 14 of Directive 2000/31/EC; it has no general obligation to monitor content.

7.2. Types of User Content: (a) Community Price Reports, (b) Community Stations, (c) Fuel Quality ratings and comments, (d) brand suggestions, (e) PusHMe messages, (f) reviews of Partner Stations, (g) photographs, (h) reports of illegal content, (i) any other content.

7.3. License to User Content: By uploading, you grant the Operator an irrevocable, perpetual, worldwide, royalty-free, non-exclusive, sublicensable and transferable license to use, reproduce, distribute, modify, publicly display and otherwise exploit the User Content for any purpose (operation, marketing, promotion). The license survives the termination of the Account, subject to the right to erasure of personal data under the GDPR.

7.4. Representations regarding User Content: By submitting, you represent that (a) you hold rights to the content, (b) you have the right to grant the license, (c) the content does not infringe Third-Party rights, (d) it is truthful, (e) it does not violate the law, (f) it does not constitute illegal content under Art. 3(h) DSA.

7.5. Prohibited User Content: The same categories as in Art. 6.3 plus, in particular, CSAM/CSAE content, which is referred to NCMEC via the Internet Watch Foundation.

7.6. Moderation and content removal: The Operator reserves the right to monitor, filter, edit, refuse or remove User Content at its own discretion and in accordance with Articles 14, 16, 17 and 20 DSA. Moderation is carried out by a combination of (a) automated filters (in particular detection of CSAM, prohibited expressions, anomalous prices, plausibility checks), (b) a User reporting mechanism (in-app Report) and (c) human review by a qualified person.

7.7. Reporting SLA: The Operator undertakes to use reasonable efforts to review each duly submitted report without undue delay, typically within 24 hours for standard reports and within 1 hour for critical ones (CSAM/CSAE/terrorism/imminent threat to life). These timeframes are indicative and do not give rise to a contractual obligation.

7.8. Statement of Reasons (Art. 17 DSA): In the event of content removal, visibility restriction, a Shadowban or another moderation measure, you will receive an explanation containing (a) the facts and circumstances of the decision, (b) the specific provision of the Terms or law that was breached, (c) information on appeals. The Statement of Reasons is sent via push notification, in-app notice or email.

7.9. Internal complaint mechanism (Art. 20 DSA): Within six (6) months of receiving a decision, you may file a complaint at legal@phmarket.cz. The complaint shall include identification of the contested decision, reasons for disagreement and relevant supporting materials. The Operator will review the complaint usually within 14 days; the decision is made by a qualified person, not solely by automated means.

7.10. Copyright infringement notification: Reports to legal@phmarket.cz including identification of the work, identification of the infringing content, your contact details and a good-faith statement.

7.11. Shadowban (automated moderation): To protect content quality and prevent abuse, the Operator uses an automated moderation system called the Shadowban. Upon repeated breaches of the Terms, the User's "contribution_score" decreases; if it falls below a threshold (currently -10 points), the User is marked as shadowbanned. Consequences:

- (a) New User contributions (Community Stations, price reports, Fuel Quality ratings) are stored with the flag "is_valid=false" and are NOT displayed to other Users.
- (b) You as the User still see your own contributions in the App so as not to be aware of the difference; this is an intentional design choice to prevent gaming the system.
- (c) The Shadowban is temporary; a higher contribution_score (e.g. verified contributions) may automatically lift the Shadowban.
- (d) Upon a Shadowban, you will receive a Statement of Reasons under Art. 7.8 (approx. once every 30 days in summary form so the App does not flood you with notifications).
- (e) You may appeal a Shadowban under Art. 7.9; the decision is made by a qualified person.

This mechanism complies with Art. 14 and 17 DSA. The Operator transparently publishes the general contribution_score criteria at phmarket.cz/transparency.

ARTICLE 8: PUSHME SERVICE

8.1. Service description: PushMe is a supplementary feature of the App enabling registered Users two distinct types of communication:

- (a) User Frequencies: Short messages (max. 67 plaintext characters) sent between Users subscribed to the same Frequency (numeric channel 1000 to 9999). Messages are encrypted and automatically deleted after 30 minutes.
- (b) System Channels: Content broadcast directly by the Operator (by default channels 101 "Live drops", 111 "Café & food", 121 "Car care", 131 "Special"), see Art. 8.5.

8.2. Easter Egg Unlock (locking and unlocking of the feature): PushMe is a feature locked by default within the App. It unlocks gradually based on user actions (the "easter egg" mechanic), in particular by one of the following:

- (a) Opening the detail of a Partner Station three times (station_detail_3x).
- (b) The first successful claim of a Flash Offer (first_flash_claim).
- (c) Opening the App ten times (app_used_10x) within a logged-in session.
- (d) A long press on the PHMarket logo in the App header (logo_long_press).
- (e) Entering a promo code from a partner (partner_promo).

The rules, thresholds and unlock methods may change over time. After unlocking, you gain access to Frequencies and System Channels. The unlock is tied to the Account (per-user), not the device.

8.3. Message encryption and an important technical limitation: Messages are encrypted on the sender's device before the message leaves the device. The algorithm used is as follows:

- (a) An encryption key is derived from the Frequency using the SHA-256 cryptographic hash function from the string "phmarket:radio:v1:[Frequency]".
- (b) The message is then XOR-encrypted with this key (a symmetric stream cipher) and stored on the server as a JSON array of numbers.
- (c) The Operator stores metadata (time of sending, anonymized sender identifier, the Frequency) for security, abuse prevention and legal compliance purposes.
- (d) In normal operation the server cannot read the content of encrypted messages without knowing the Frequency; as part of moderation of reported messages, the Operator may decrypt the content if it knows the Frequency.

IMPORTANT NOTICE, PLAIN fallback on older devices: On some older devices, or if the cryptographic module fails, the App may store your message on the server in READABLE TEXT (with the technical prefix "PLAIN:"). This measure ensures the functionality of the Service on devices lacking the necessary cryptographic primitives, but it means that in this exceptional case the message content is technically readable by the server and the Operator. Never use PushMe for sensitive content; the service is not intended for the transmission of confidential data (see Art. 8.4).

8.4. Openness of Frequencies and privacy of communication: You acknowledge that:

- (a) A Frequency is merely a numeric identifier within a range of 9,000 possible values; it is not protected by authentication.
- (b) Anyone who knows or guesses your Frequency can read the messages broadcast on it (for the duration of their storage on the server, max. 30 minutes).
- (c) PushMe is NOT end-to-end encrypted communication in the sense of the Signal protocol; it does not provide strong cryptographic protection against a targeted attack.

- (d) PusHMe is NOT intended for the transmission of sensitive, confidential, financial or other data whose leakage could cause you harm.
- (e) You bear responsibility for whom you disclose your Frequency to; sharing is solely your decision.

8.5. System Channels, a distinct legal regime: System Channels in PusHMe (by default 101, 111, 121, 131) are operated directly by the Operator:

- (a) System messages are NOT end-to-side encrypted (they are stored in plaintext with the flag "is_system=true").
- (b) In the case of System Channels, the Operator is the publisher of the content, not merely a hosting service; it therefore bears full editorial responsibility for the published content.
- (c) If System Channels contain commercial communications (e.g. marketing of Flash Offers, promotion of Partner Stations), their sending is based on (i) your consent granted in the App profile, or (ii) the Operator's legitimate interest under Section 7 of Act No. 480/2004 Coll. in conjunction with Section 7(3) (customers may request cessation at any time).
- (d) You may unsubscribe from System Channels in the PusHMe settings by removing the given channel from radio_system_channels.

8.6. PusHMe usage rules: When using PusHMe you must comply with Articles 6 and 7. Specifically it is prohibited to:

- (a) Send objectionable, vulgar, hateful, threatening, harassing or sexually explicit content.
- (b) Send CSAM/CSAE content.
- (c) Publicly post Frequencies for the purpose of communicating with an unlimited circle of persons.
- (d) Use PusHMe to organize illegal activity, spam, communicate with persons under 17 outside a family context, or to aggregate messages outside the App.

8.7. Reporting and blocking: Each message has a "Report" button with categories: illegal content / harassment / spam / other. After reporting, the message is hidden from the reporter and proceeds to review (SLA per Art. 7.7). You may also block individual Users on a specific Frequency (per-frequency block list).

8.8. Sanctions for breach: Warning, temporary broadcast restriction, permanent removal of PusHMe (PusHMe shadowban), Account suspension, permanent Account termination, referral to law enforcement (in particular CSAM/CSAE/terrorism), claim for damages. The Statement of Reasons under Art. 7.8 and the appeal under Art. 7.9 apply to all sanctions.

8.9. Operational parameters: Cooldown between broadcasts approx. 7 to 8 minutes, max. 5 simultaneously listened Frequencies (radio_listening), retention of encrypted messages max. 30 minutes, retention of metadata max. 90 days, retention of reported messages until review completion + 1 year. Specific parameters may be updated by the Operator and are set out in Annex 1 (Operational Limits).

ARTICLE 9: COMMUNITY REPORTS AND COMMUNITY STATIONS

9.1. Feature description: Community Reports is a collective term for User Content by which registered Users contribute to the App's data base. The App enables:

- (a) Creation of a Community Station: A User may create a record of a fuel station not yet in the catalog by entering its name, address, city and GPS coordinates. Community Stations are prominently marked in the App with a "Community" label and visually distinguished from Partner Stations.
- (b) Fuel price reports: A User may add the current fuel price at a Catalog Station (an existing station, whether a Partner or non-partner station in the central catalog).
- (c) Fuel Quality ratings, see Article 10A.
- (d) Station name suggestions (brand suggestion): if a station in the catalog lacks a manufacturer/brand, the User may suggest one.

9.2. Conditions for submitting Community Reports: When submitting a Community Report you are obliged to:

- (a) Provide information truthfully, accurately and currently, exclusively based on personal observation.
- (b) Not submit reports you have not seen with your own eyes or cannot reasonably verify.
- (c) Create a Community Station only for an actually existing fuel station not yet in the App.
- (d) Report a price exclusively for a station at which you are physically present at the time of reporting (anti-sabotage measure, see Art. 9.4).
- (e) Rate Fuel Quality exclusively based on your own refueling experience at the given station.

9.3. Marking of Community data in the App: Community Stations and community prices are prominently marked (visually and textually) with a "Community" label and accompanied by a disclaimer warning of possible inaccuracy. Operator and admin prices have a higher display priority than community ones (operator > admin > community).

9.4. Anti-sabotage measures: To protect against abuse, the App applies the following technical restrictions:

- (a) Snap-to-station: A price cannot be assigned to an arbitrary location; your GPS is automatically "snapped" to the nearest station in the catalog (find_nearest_station RPC) up to a maximum distance of 25 km. If no station exists within 25 km, the report cannot be submitted.
- (b) Geofence for a Community Station: Creating a Community Station requires you to be in relative proximity of the declared location.
- (c) Duplicate check: A Community Station cannot be created within 50 m of an existing Partner or Community Station.
- (d) Plausibility check: A price deviating substantially from the median ($\pm 50\%$) is rejected or flagged as suspicious.
- (e) Rate limits: See Annex 1 (max. 5 Community Stations/day/User, max. 1 price/Catalog Station/fuel/24 hours, max. 1 Fuel Quality rating/station/30 days).

- (f) Stale price protection: A price cannot be reported if the given station+fuel combination was recently updated.

9.5. Responsibility and exclusion: The Operator bears no responsibility for the accuracy of community data. A User who decides to visit a station or refuel based on community data does so at their own risk. All disputes concerning the content of a Community Report or alleged defamation must be asserted against the User who submitted the report.

9.6. Objections by station operators: Operators of fuel stations (Partner and non-partner) have the right to object to the data displayed for their station (price, name, rating, categorization, brand suggestion). Objections are submitted to legal@phmarket.cz and the Operator will review them without undue delay. The Operator may provide partners with a simplified channel for reporting inaccuracies.

9.7. Points for Community Reports: For duly submitted and verified Community Reports, the User may receive PHM Cash Points. Scoring rules are set out in the App. The Operator may withhold Points for suspicious reports or retroactively revoke Points upon confirmed fraud.

9.8. Verification and moderation: The Operator verifies the truthfulness of Community Reports through statistical methods, comparison with sources and user feedback. In the event of repeatedly false reports, the procedures under Art. 7.6, 7.11 (Shadowban) and 8.7 apply.

ARTICLE 10: QUALITY PROGRAM

10.1. Description: Quality Stations are the premium tier of the partner network, presented in a separate "Quality" tab with gold marking.

10.2. Functional limitations: Quality Stations have limited interactivity; the user may only browse them and contact them by email (<mailto:>). They do not allow Flash Offers, community reports or the PHM Cash Program. Search is text-only (no brand/services/fuel filters).

10.3. Liability: The "Quality" designation is a commercial and marketing term reflecting the contractual relationship between the Operator and the given station, not independent technical verification. Quality complaints should be raised directly with the Quality Station.

ARTICLE 10A: FUEL QUALITY RATINGS

10A.1. Feature description: The App operates a separate rating system called Fuel Quality covering all fuel stations (Partner and non-partner) in the fuel_stations catalog in the Czech Republic, Poland, Slovakia, Germany, Austria and Hungary. The feature is located in the "QUALITY" tab of the App.

10A.2. What Fuel Quality displays:

- (a) Sentiment ratings (a Steam-inspired system): "No rating" (0 votes), "New" (1 to 4 votes), "Mixed" (60 to 80 % positive at 5+ votes), "Positive" (>80 %), "Very Positive" (>90 %), "Excellent" (>95 % at 20+ votes), "Insufficient" (<60 % positive; no label is displayed in the UI so as not to damage stations' reputations).
- (b) Voting volumes: "a few ratings" / "dozens of ratings" / "hundreds of ratings"; exact counts are NEVER displayed (anti-defamation design).

- (c) Status "Quality OK" / "Pending verification".
- (d) Information on penalties imposed by the Czech Trade Inspection Authority (ČOI), see Art. 10A.6.
- (e) Crowdsourced names (station name suggestions from Users, see Art. 10A.5).

10A.3. Who may rate: Only a signed-in registered User may rate. The rating is binary (positive / with reservations), with an optional comment (max. 200 characters) and an optional brand suggestion. Rate limit: max. 1 rating from a given User for a given station per 30 days.

10A.4. Anti-defamation design: Fuel Quality is intentionally designed to minimize the risk of damage to stations' good reputations:

- (a) There is no negative category or label; the worst outcome is the absence of a positive label.
- (b) Exact rating counts are not displayed, only vague ranges.
- (c) Sentiment is displayed only from 5 votes (against bullying by a small number of users).
- (d) The 1x/30 days rate limit prevents waves of manipulative ratings.

10A.5. Crowdsourced naming and brand suggestions: A User may suggest a station name or its brand if missing in the catalog. The Operator reviews and verifies suggestions. The station operator has the right to request correction or removal of a suggestion at legal@phmarket.cz.

10A.6. Publication of ČOI penalties:

- (a) The App displays information on active penalties imposed by the Czech Trade Inspection Authority (ČOI) or analogous authorities in other supported countries. Displayed data: year of the penalty, reason, link to the publicly available source document.
- (b) This information originates from publicly available decisions of supervisory authorities and is of a public-interest nature (informing consumers about fuel quality).
- (c) Legal basis for processing: Art. 6(1)(f) GDPR (legitimate interest in consumer protection) in conjunction with the public availability of the information.
- (d) The station operator has the right under Art. 21 GDPR to object to the publication; the Operator will assess the objection and, if the penalty is no longer active or has meanwhile been reviewed in the station's favor, will remove the relevant information.

10A.7. Disclaimer: The Operator bears no responsibility for the accuracy of Fuel Quality ratings. Sentiment is an aggregation of users' subjective impressions, not laboratory verification of fuel quality. For definitive information on fuel quality, consult official sources (ČOI, fuel manufacturer).

10A.8. Expansion to other countries: The Operator may in the future expand Fuel Quality to other countries; the scope and parameters will be updated in the App.

ARTICLE 11: FLASH OFFERS (PusHMe Drops)

11.1. Description: Flash Offers (also called "DROP" in the PusHMe interface) are time-limited discounts or benefits provided by Partner Stations via the App. The User views the Flash Offer, may claim it within a limited number of slots and redeem it physically at the Partner Station by showing a unique code (4 to 8 alphanumeric characters generated via `Crypto.getRandomBytes` from a safe alphabet without O/0/1/l/l).

11.2. The Operator's position as a platform: In relation to Flash Offers, the Operator acts as a technology platform that displays and intermediates the offers of Partner Stations. It is not a party to the purchase agreement or the discount agreement. The discount is provided and guaranteed exclusively by the Partner Station. The Operator invokes the hosting service provider exemption under Art. 6 DSA and Art. 14 of Directive 2000/31/EC.

11.3. Complaints: All complaints, inquiries and claims regarding Flash Offers (refusal of the discount, product quality, inability to redeem, extension) should be raised directly with the Partner Station.

11.4. Rules for claiming and redemption: (a) Availability depends on PusHMe (if from a PusHMe channel) or applies to all Users; (b) the number of slots is limited; (c) the Flash Offer expires within the designated time window; (d) a claimed Flash Offer is non-transferable (per-user, per-offer unique); (e) redemption physically at the station by showing the code.

11.5. Exclusion of the Operator's liability for: actual availability at the Partner Station, refusal of redemption by the station, accuracy of the description, damages related to redemption, App outages.

11.6. No in-app purchase: Flash Offers are not sold, only intermediated. The actual payment takes place physically between the User and the Partner Station.

ARTICLE 12: THIRD-PARTY SERVICES AND EXTERNAL LINKS

12.1. Mapping and navigation services: The App integrates third-party navigation applications (Apple Maps, Google Maps, Waze, Mapy.cz subject to availability). Use is subject to the terms of the respective providers.

12.2. Links to portals of state authorities (toll stickers, etc.): Provided for convenience; the Operator bears no responsibility for the content, availability and transactions on external sites.

12.3. Partner Stations and stations in the fuel_stations catalog are independent entities. The Operator bears no responsibility for the quality, safety, composition or legality of fuels. Raise claims with the station concerned.

12.4. Third-party SDKs: The App uses the SDKs PostHog (analytics, EU server), Sentry (error and crash diagnostics, USA with SCCs), Expo Push Service (an intermediary for delivering push notifications, Apple APNs, Google FCM), Supabase Inc. (database and authentication hosting, EU server, Frankfurt, with SCCs). Details in the Privacy Policy.

12.5. General exclusion: The Operator bears no responsibility for the actions, omissions, availability or content of Third Parties.

ARTICLE 13: PHM CASH LOYALTY PROGRAM

13.1. Status of the Program as of the effective date of these Terms: As of the effective date of these Terms (1 June 2026), the PHM Cash Program is in preparation ("coming soon"). The Operator will announce the specific launch date of the Program in the App; until then it is not possible to acquire or redeem Points. This Article 13 sets out the rules that will apply after the Program launches.

13.2. General Program rules: The PHM Cash Program is a loyalty program rewarding registered Users for their loyalty. Participation is voluntary and free of charge. Detailed current rules, coefficients and Levels are set out in the App.

13.3. Program Levels:

- (a) The PHM Cash Program introduces a system of Levels that affect how many Points the User earns for a given activity. A higher Level means a higher Point-earning coefficient ("Higher level = more PHM Cash for the same refueling").
- (b) The Level increases based on the User's activities (cumulative number of refuelings in the Program, quality of Community contributions, length of membership, etc.). Specific progression rules and thresholds are set out in the App and may be updated by the Operator.
- (c) The Level is a property of the Account and may be reduced in the event of a material breach of the Terms or proven fraudulent activity.

13.4. Methods of earning Points:

- (a) Refueling at Partner Stations (the primary method).
- (b) Inviting friends (Member Gets Member): Points for successfully inviting a new User who meets the activation conditions. Limits defined in the App.
- (c) Community Reports and Fuel Quality reviews: Points for duly submitted and verified reports.
- (d) Other activities determined by the Operator.

13.5. Nature of Points: PHM Cash Points are a virtual unit without intrinsic monetary value. They do not constitute currency, securities, a deposit or a receivable. They cannot be purchased, sold, transferred to another Account, gifted or inherited. An attempted transfer is invalid and may lead to Account termination.

13.6. Annual redemption of Points for a monetary reward:

- (a) Points may be redeemed once a year, generally before the end of the calendar year (typically "before Christmas"). The specific date, the conversion ratio of Points to monetary value, the minimum number of Points and other conditions are determined by the Operator and announced in the App at least 30 days in advance.
- (b) The monetary reward is paid from the Operator's marketing funds as a loyalty reward. It is not refunded by Partner Stations and is not a share of fuel sales profit.
- (c) The Operator reserves the right to postpone or cancel the annual payout date in the event of force majeure or legal obstacles; in such a case, Points will be preserved for the next annual redemption.

13.7. Tax obligation: The monetary reward may be subject to income tax. In the Czech Republic, this is typically other income under Section 10 of Act No. 586/1992 Coll., which the User declares in their tax return. The Operator does not withhold tax at source and pays out the gross amount. The User is solely responsible for fulfilling tax obligations; the Operator recommends consulting a tax advisor.

13.8. Bank details for the payout: For the payout, the User provides the IBAN and the account holder's name. The data is processed under the Privacy Policy. The Operator may require additional identity verification (especially for higher amounts), which may include ad hoc identification in accordance with AML regulations.

13.9. Forfeiture of Points: Points are forfeited (a) automatically after 36 months from crediting, (b) immediately upon Account termination for reasons other than termination by the Operator without the User's fault (in which case a 90-day period for redemption is provided). The Operator will endeavor to give notice of upcoming forfeiture.

13.10. Fraud and abuse: The Operator monitors the Program and, in case of suspicion, may suspend the awarding of Points, revoke unlawfully obtained Points, suspend or terminate the Account, refuse a payout and claim damages. Fraudulent conduct includes, in particular, multiple Accounts, automated earning, false refuelings, manipulation of the referral system or of Community Reports.

13.11. Changes and termination of the Program: The Operator may change the rules, coefficients or Levels or terminate the Program. Material changes are notified 30 days in advance; upon permanent termination, 90 days are provided for redemption.

13.12. No warranties: The Operator provides no warranties as to the availability of the Program, the value of Points or Levels, the availability of rewards or other aspects of the Program. The Program is a voluntary marketing incentive.

ARTICLE 14: PUSH NOTIFICATIONS AND ELECTRONIC COMMUNICATION

14.1. Consent to electronic communication: By creating an Account, you agree that we will communicate with you electronically (in-app messages, push notifications, email). All notices delivered electronically satisfy written-form requirements.

14.2. Current status of push notifications: As of the effective date of these Terms, the App collects the push token and the push notification permission status via the Expo Push Service (an intermediary for Apple APNs and Google FCM), but does not send you push notifications; this feature is in preparation. Collection of the push token is based on the Operator's legitimate interest (technical preparation of the service) and your consent to the operating system dialog.

14.3. Types of notifications (after launch of the feature):

- (a) Service (transactional) notifications: account changes, Points, Statement of Reasons on moderation. Legal basis: contract performance + legitimate interest.
- (b) Marketing notifications: special offers, Flash Offers, news. Only with your express consent in the App profile.
- (c) PusHMe notifications: messages on your Frequencies, System Channel feeds.
- (d) Categories configurable in Profile, Notifications: nearby (stations in the vicinity), discount (discounts), loyalty (PHM Cash), quality (Fuel Quality changes), location (location sharing for future navigation features).

14.4. Managing push notifications: You grant consent via the iOS/Android system dialog. You may withdraw it at any time in the OS settings or in the App (Profile, Notifications). Withdrawal may limit notification-dependent features. Anonymous users (without registration) do not receive the push permission system dialog.

ARTICLE 15: FUTURE PAID FEATURES

15.1. Currently free of charge: The App is entirely free of charge as of the effective date.

15.2. Possible introduction of paid features: The Operator may in the future introduce paid features, subscriptions or in-app purchases. In such a case, (a) existing free features will remain free of charge absent 30 days' notice, (b) new paid features will be clearly marked with explicit consent before activation, (c) they will be implemented exclusively via Apple In-App Purchase / Google Play Billing (Apple Guideline 3.1.1 / Google Play Policies).

ARTICLE 16: INTELLECTUAL PROPERTY AND FEEDBACK

16.1. Ownership: The App, design, code, graphics, UI, databases, algorithms, trade names and all elements (except User Content) are the exclusive property of the Operator or its licensors, protected by Act No. 121/2000 Coll.

16.2. Trademarks: "PHMarket", "PHM Cash", "PushMe", "Quality" (in the context of PHMarket Quality Stations), "Fuel Quality" (in the context of PHMarket ratings) and "PushMe Drop" are registered or unregistered trademarks of the Operator. Use without consent is prohibited.

16.3. Third-party licenses: The App contains components licensed from third parties; the Operator bears no responsibility for their availability beyond its contractual framework.

16.4. Feedback: All feedback (suggestions, ideas, recommendations, bug reports) becomes the property of the Operator; you hereby irrevocably transfer all rights. Without entitlement to remuneration or attribution.

ARTICLE 17: DISCLAIMER OF WARRANTIES

17.1. General disclaimer: To the maximum extent permitted by applicable law, the App is provided "AS IS" and "AS AVAILABLE", without warranties of any kind (merchantability, fitness for purpose, non-infringement, accuracy, reliability, freedom from errors), subject to mandatory consumer law (in particular Directive (EU) 2019/770).

17.2. Disclaimer regarding accuracy of information: The Operator does not warrant the accuracy or timeliness of, in particular:

- (a) Fuel prices (Partner, community and operator/admin); they may change at any time.
- (b) Navigation directions; generated by third parties.
- (c) Information on Partner and Community Stations (opening hours, equipment, availability).
- (d) Fuel Quality ratings; a subjective aggregation of user ratings, not laboratory verification.
- (e) Information on ČOI penalties; the Operator publishes information from publicly available sources and endeavors to keep it updated, but does not guarantee its timeliness.
- (f) Currency conversions (CNB rate); the conversion is indicative, the actual price at the station may differ; the App displays the `fx_is_stale` flag for some data if the rate is older.

17.3. Disclaimer regarding Partner Stations: The Operator is not a manufacturer, distributor or seller of fuels. Raise claims with the station.

17.4. Disclaimer regarding internet connectivity: The Operator is not responsible for your connection.

17.5. Jurisdiction reservation and consumer law: Some jurisdictions (incl. the EU) do not permit the exclusion of certain warranties; the above applies to the maximum extent permitted by mandatory law.

ARTICLE 18: LIMITATION OF LIABILITY

18.1. Exclusion of indirect damages: To the maximum extent permitted by law, the Operator and its affiliated entities (the "Protected Parties") are not liable for indirect, incidental, special, consequential, exemplary or punitive damages, lost profits, loss of data, loss of goodwill, business interruption, costs of substitute services or intangible losses.

18.2. Maximum liability: THE TOTAL CUMULATIVE LIABILITY OF THE OPERATOR SHALL NOT EXCEED EUR 50 OR THE EQUIVALENT IN CZK.

18.3. Specific scenarios: The Operator is in particular not liable for damages in connection with a traffic accident based on navigation directions, refueling based on an inaccurate community price, fuel quality at a station, loss of PHM Cash Points, unauthorized access caused by the User, App outages, the actions of Third Parties, content on PusHMe, refusal of a Flash Offer, Fuel Quality ratings, or a shadowban.

18.4. Mandatory law reservation: Liability for intent, gross negligence or personal injury is not limited.

ARTICLE 19: INDEMNIFICATION

19.1. Scope: You will indemnify and hold harmless the Protected Parties from claims arising from (a) your use of the App, (b) a breach of the Terms, (c) your User Content (incl. Community Stations, Fuel Quality ratings, brand suggestions, PusHMe messages), (d) infringement of third-party rights, (e) fraud in the PHM Cash Program or Flash Offers, (f) a dispute with another User or a station.

19.2. Procedure: The Operator will inform you without undue delay; you may provide cooperation; the Operator reserves the right to assume the defense at your expense.

19.3. Duration: The indemnification survives termination.

ARTICLE 20: RELEASE OF CLAIMS

20.1. In the event of a dispute with another User, a Partner Station, a Community Station, a non-partner station in the fuel_stations catalog or a Third Party, you release the Protected Parties from all claims for damages (known and unknown).

20.2. Express waiver of unknown claims.

20.3. Without prejudice to consumer rights under mandatory law.

ARTICLE 21: REPORTING ILLEGAL CONTENT (DSA NOTICE-AND-ACTION)

21.1. Mechanism under Art. 16 DSA: The App enables easy and user-friendly submission of notices of allegedly illegal content (notice-and-action).

21.2. Methods of submission: (a) The in-app "Report" button on PusHMe messages, Community Reports and Fuel Quality ratings; (b) by email to notice@phmarket.cz.

21.3. Required elements under Art. 16 DSA: (a) a substantiated explanation of why the content is illegal; (b) the exact location of the content; (c) the notifier's name and email (except for CSAM/CSAE); (d) a good-faith statement.

21.4. Review procedure: Review without undue delay, confirmation of receipt, information on the decision. SLA per Art. 7.7. Moderation decisions are made by a qualified person (Art. 7.9), not solely by an algorithm.

21.5. Trusted flaggers (Art. 22 DSA): The Operator gives priority to notices from trusted flaggers certified by the Digital Services Coordinator of a Member State.

21.6. Out-of-court dispute resolution (Art. 21 DSA): If you disagree with a moderation decision, you have the right to turn to a certified out-of-court dispute resolution body listed by the European Commission.

21.7. DSA contact point (Art. 11 and 12): legal@phmarket.cz. Communication in Czech and English.

ARTICLE 22: CHILD SAFETY (CSAE POLICY)

22.1. Zero-tolerance commitment: CSAM/CSAE content is removed immediately upon detection, the User is permanently banned and the matter is referred to NCMEC (the National Center for Missing & Exploited Children) via the Internet Watch Foundation and to law enforcement authorities under Regulation (EU) 2021/1232.

22.2. Age restriction: The App is not intended for persons under 17.

22.3. CSAE contact point: csae@phmarket.cz (the Designated Point of Contact for Google Play Child Safety Standards and the Digital Services Coordinator under the DSA).

22.4. Compliance: Fulfillment of obligations under Act No. 40/2009 Coll. (Sections 192 to 193b), Regulation (EU) 2021/1232 and the DSA.

ARTICLE 23: APPLE-SPECIFIC PROVISIONS (iOS)

The following provisions apply exclusively to Users who use the App via the Apple App Store. These provisions are required by Apple Inc. and prevail over other provisions in the event of a conflict:

23.1. Acknowledgement: The Terms are concluded between the User and the Operator, not with Apple. Apple bears no responsibility for the App or related claims.

23.2. Scope of license: Limited license under Article 5; Family Sharing permitted.

23.3. Maintenance and support: Exclusively the Operator.

23.4. Warranty: The Operator bears all warranty obligations; Apple will refund the purchase price (if paid), otherwise has no warranty obligations.

23.5. Product claims: All claims (product liability, regulatory, consumer, privacy) are handled exclusively by the Operator.

23.6. IP: Third-party IP claims are handled exclusively by the Operator.

23.7. Legal compliance: The User is not located in a country under a US embargo and is not on a US sanctions list.

23.8. Third Party Beneficiary: Apple is a third-party beneficiary of these Terms.

23.9. Contact: support@phmarket.cz.

23.10. Sign in with Apple and revokeToken: When using Sign in with Apple, the Operator receives only the name and email (or a Hide My Email relay). Upon Account deletion, the Operator calls the Apple Sign In REST API revokeToken endpoint in accordance with Apple App Review Guideline 5.1.1(v).

ARTICLE 24: GOOGLE-SPECIFIC PROVISIONS (Android)

24.1. The Terms are concluded between the User and the Operator, not with Google.

24.2. Use is subject to the Google Play Terms of Service and the Google Play Developer Distribution Agreement.

24.3. The Operator complies with the Google Play Developer Program Policies, in particular the User Data Policy, User-Generated Content Policy, Child Safety Standards Policy and Account Deletion Policy.

24.4. Sign in with Google: The Operator receives only the name and email from Google.

24.5. Account deletion web resource: In accordance with the Google Play User Data Policy, account deletion may also be initiated via phmarket.cz/delete-account without installing the App.

ARTICLE 25: GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

25.1. Governing law: Czech Republic, excluding conflict-of-laws rules; subject to mandatory consumer law of the EU Member State of habitual residence under Rome I.

25.2. Court jurisdiction: Courts of the Czech Republic; consumer rights under Brussels I bis are preserved.

25.3. ADR Czech Republic: Czech Trade Inspection Authority (ČOI), <https://adr.coi.cz>.

25.4. EU ODR Platform: <https://ec.europa.eu/consumers/odr>.

25.5. DSA out-of-court bodies: Certified bodies listed by the European Commission.

25.6. Czech supervisory authorities: ČOI (consumers), ÚOOÚ (personal data), ČTÚ (e-communications). A complaint may also be filed in another EU state.

ARTICLE 26: USER REPRESENTATIONS AND WARRANTIES

26.1. By using the App, you represent that: you are 17+; you have full legal capacity; the information is truthful; you will comply with the Terms and the law; you will not harm the Operator/Users/Third Parties; your User Content does not infringe third-party rights; PushMe messages do not exploit

illegal content; you will not abuse the PHM Cash Program, Flash Offers, Community Reports or Fuel Quality; you will comply with road traffic regulations; you acknowledge that the App is an informational tool.

ARTICLE 27: CHANGES TO THE TERMS

- 27.1. The Operator may change the Terms.
- 27.2. Material changes are notified at least 30 days in advance (in-app notification, push, email).
- 27.3. By continuing to use the App, you agree to the change; otherwise, delete your Account.
- 27.4. Current and archived versions are available at phmarket.cz/podminky.

ARTICLE 28: FINAL PROVISIONS

- 28.1. Entire agreement: Terms + Privacy Policy + special PHM Cash terms + consents = the entire agreement.
- 28.2. Severability: An invalid provision is replaced by a valid one closest to the original intent.
- 28.3. Waiver: Non-exercise of a right is not a waiver.
- 28.4. Assignment: The Operator may assign; the User may not.
- 28.5. Force majeure: The Operator is not liable for delays due to causes beyond its control.
- 28.6. Survival: Articles 7.3, 16, 17, 18, 19, 20, 22, 23, 25 and 28 survive.
- 28.7. Language: The original is in Czech; translations into EN/SK/PL/DE; in the event of a conflict, the Czech version prevails, subject to mandatory consumer law of the EU Member State of habitual residence.
- 28.8. Headings are for convenience.
- 28.9. Independence of the parties: no joint venture, partnership, employment or agency.
- 28.10. Notices: to the emails in Article 29 or to the registered office; to the User at the email in the Account or via the App.

ARTICLE 29: OPERATOR CONTACT DETAILS

PHMarket s.r.o.

Hlavní třída 87/2, 737 01 Český Těšín, Czech Republic

Company ID: 04529031 | VAT ID: CZ04529031 | Data box: 234baq7

Bundle ID: [cz.phmarket.app](https://play.google.com/store/apps/details?id=cz.phmarket.app)

General support: support@phmarket.cz

Personal data protection (GDPR): privacy@phmarket.cz

Legal matters / DSA Contact Point / Complaints / IP: legal@phmarket.cz

Reporting illegal content (DSA notice-and-action): notice@phmarket.cz

Child safety (CSAE Point of Contact): csae@phmarket.cz

Website: <https://www.phmarket.cz>

Account deletion web form: <https://www.phmarket.cz/delete-account>

Transparency report / moderation criteria: <https://www.phmarket.cz/transparency>

ANNEX 1: OPERATIONAL LIMITS (RATE LIMITS AND QUOTAS)

This Annex 1 is an integral part of the Terms and describes the technical limits and quotas applicable in the App. The Operator may adjust these limits over time based on operational needs; the current values are always published in the App. The limits serve as protection against spam, abuse and infrastructure overload.

A) Community Reports and Stations

- Creation of a Community Station: max. 5 new stations / day / User
- Duplicate radius for a new station: 50 m from an existing Partner or Community Station (blocking)
- Price report: max. 1 price / Catalog Station / fuel / 24 hours
- Geofence for price reporting (snap-to-station): max. 25 km from the nearest Catalog Station
- Price plausibility check: ± 50 % of the median of persistent prices for the given fuel (otherwise the report is rejected or flagged for review)
- Price bounds: 0.01 to 1000 in the native currency of the original entry
- Fuel Quality rating: max. 1 rating / station / User / 30 days
- Fuel Quality comment: max. 200 characters

B) PusHMe Service

- Frequency: range 1000 to 9999 (4 digits)
- Max. simultaneously listened user Frequencies: 5 (radio_listening)
- User message length: max. 67 plaintext characters
- Cooldown between broadcasts: approx. 7 to 8 minutes (exact per current configuration)
- Retention of encrypted messages on the server: 30 minutes (then automatic and irreversible deletion)
- Retention of message metadata: max. 90 days
- Retention of reported messages: until completion of the moderation review + 1 year

C) Benefit codes (Partner Station discount codes)

- Benefit display: max. 100 views / User / hour (server-side BENEFIT_VIEW audit)
- Flash Offer claim: 1 claim per user per specific offer (unique constraint)
- Claim code: 4 to 8 alphanumeric characters from a safe alphabet (without 0/O/1/I/l)

D) Authentication

- Password: min. 8 characters, at least 1 digit
- Login failures: 5 consecutive, then cooldown
- Email verification: required for full access after registration

E) PHM Cash Program (after launch)

- Points are forfeited 36 months after crediting
- Annual payout: typically before the end of the calendar year
- Specific limits (e.g. min. number of Points for redemption, max. daily Point intake) will be set in the App at launch

F) The App in general

- Push token retention: for the duration of the Account + 90 days for backups
- Location updates: throttle 100 m / 30 s in the foreground, no background tracking
- Circuit breaker: per-service protection against cascading failures

These Terms become effective on 1 June 2026 and supersede all previous versions (Version 1.0 effective 17 March 2026, Version 2.0 of May 2026).

© Copyright 2026 PHMarket s.r.o. All rights reserved.