

Terms of access and use of the website **www.daysinprague.com**

of the business company Daysinprague s.r.o.
ID No.: 07969627, VAT No.: CZ07969627

with registered office at Rybná 716/24, Staré Město, 110 00 Praha 1
company registered in the Commercial Register maintained by the Municipal
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1. INTRODUCTORY PROVISIONS

1. Daysinprague s.r.o. (hereinafter referred to as the "*Portal Operator*") operates and manages the portal on the website www.daysinprague.com and/or other websites operated and designated by the Portal Operator (hereinafter referred to as the "*Portal*"). The Portal Operator leases the Portal and related services to other persons offering goods or services (hereinafter referred to as the "*Suppliers*"). The Portal Operator also works to enable Suppliers to enter into contracts for the use of services and/or the supply of goods (hereinafter referred to as "*Promotions*") with third parties (hereinafter referred to as "*User*") through the Portal Operator, i.e., it facilitates the conclusion of such contracts by Suppliers with the User (hereinafter referred to as "*Mediated Contract*").
2. These terms and conditions for access to and use of the website on which the Portal is operated (hereinafter referred to as the "*Terms*") regulate the rights and obligations of persons using the Portal (hereinafter also referred to as the "*User*") when accessing and further using the Portal, as well as other related legal relations aimed at concluding the Mediated Contract.
3. These Terms also regulate the conclusion of a contract between the Portal Operator and the User, whereby the Portal Operator provides the User with the opportunity to conclude an Intermediary Contract with the Supplier regarding a specific Event offered by the Supplier (hereinafter referred to as the "*Mediation Contract*").
4. By accessing the Portal, the User confirms that he/she has read the current version of the Terms and undertakes to comply with them.
5. The Operator of the Portal may unilaterally change or amend the wording of the Terms. The Operator of the Portal shall inform the User about the change of the Terms on the Portal or in another appropriate way so that the User can get acquainted with the current version of the Terms without undue difficulties. The updated versions of the Terms shall come into force at the moment of their publication on the Portal.

2. USE OF THE PORTAL OF THE PORTAL OPERATOR

1. Access to and use of the Portal is free of charge. However, the User shall bear the costs incurred in connection with the access to and use of the Portal (i.e., costs of internet connection, etc.).
2. Suppliers use the Portal for the purpose of publishing, offering, and presenting their services and/or delivering goods to Users (hereinafter referred to as "*Promotions*")
3. The Portal Operator is not a party to any existing contractual relations between the User and the Supplier. The Portal Operator only mediates for individual Suppliers the conclusion of Mediated Contracts with individual Users. The Portal Operator shall not be liable for the fulfilment of obligations under the Mediated Contract. The User cannot enforce the fulfilment of the obligations under the Mediated Contract against the Portal Operator, but exclusively against the Supplier. The Portal Operator shall not be liable for any damages incurred by the User based on or in connection with the Mediated Contract.
4. The Portal Operator leases the Portal to Suppliers for the purpose of offering the Supplier's services on the Portal. The Portal Operator is not responsible for any defects in the content or appearance of the materials published by the Suppliers on the Portal. The Portal Operator shall not be liable for the completeness, accuracy, truthfulness of the materials published on the Portal, nor for any unfair competitive conduct of the Supplier through the Portal or infringement of personality or copyright.

5. The prices on the Portal are the prices for the purchase of the voucher, unless otherwise stated for the Promotion. The Operator of the Portal is not liable for any damages incurred in connection with the use of information published on the Portal. The Portal Operator does not guarantee uninterrupted access to the Portal, nor the safety and security of the Portal. The Operator of the Portal is not liable for any damage caused to the User during access and use of the Portal, including any damage caused by downloading data published on the Portal, damage caused by interruption of operation, malfunction of the Portal, computer viruses, damage due to loss of data, profit, unauthorized access to transmissions and data of the User.
6. Clicking on certain links on the Portal may cause the User to leave the Portal and be redirected to third party websites.
7. When using the Portal, the User is not entitled to use mechanisms, software or other procedures that could have a negative impact on the operation of the Portal. The Portal may only be used to the extent that it is not to the detriment of the rights of other Users of the Supplier or the Portal Operator and that is consistent with its purpose.
8. The User shall be liable for any damage caused by unauthorized interference by the User with the Portal or the system that carries out the transmission from the Portal to third parties.

3. THE PERSON OF THE CONSUMER AND THE INSTRUCTION OF THE USER-CONSUMER ON HIS/HER RIGHT TO WITHDRAW FROM THE CONTRACT

1. A consumer is any person who, outside the scope of his business activity or outside the scope of his independent exercise of his profession, concludes a contract with a Supplier who is a business (hereinafter also referred to as "*Consumer*") or otherwise deals with him. The Consumer shall always, as a matter of principle, assert his rights under the concluded Mediated Contract or any rights under liability for defects in performance only with the Supplier.
2. The Consumer declares that the Portal Operator has provided him with the following information:
 - a. your identity, email address and contact telephone number, which are listed on the Portal and in these Terms;
 - b. the designation of the Promotions and a description of their main features as set out in the Mediation Agreement provisions of these Terms.
 - c. the price of the service, where the Portal Operator does not charge the Consumer for arranging the conclusion of the Mediated Contract between the Consumer and the Supplier;
 - d. the method of payment and the method of delivery or performance arising from the other provisions of these Terms;
 - e. the costs of delivery, which are not incurred in this case
 - f. information on the rights arising from defective performance, as well as rights under warranty and other conditions for exercising these rights, which are specified in the Supplier's Terms;
 - g. an indication of the duration of the commitment and the conditions for termination of the commitment, the duration and conditions for termination of which are further specified in these Terms;
 - h. as to the possibilities of exercising the right of withdrawal, the conditions, time limit and procedure for exercising this right, as well as the withdrawal form, the particulars of which shall be specified in the implementing legislation;
 - i. an indication that, in accordance with Section 1837(I) of Act No. 89/2012 Coll., Civil Code. The Consumer cannot withdraw from the contract concluded between the Portal Operator and the Consumer in connection with the mediation of the conclusion of the Mediated Contract.
3. The User expressly agrees that the Portal Operator shall execute the aforementioned Mediated Contract before the expiration of the 14-day withdrawal period (Section 1837 (I) of Act No. 89/2012 Coll., Civil Code).
4. The Consumer's rights and obligations under the Mediated Contract derive mainly from Act No. 89/2012 Coll., the Civil Code and the Supplier's Terms (published in the individual Promotions).
5. For the purpose of exercising the right to withdraw from the Mediation Contract, the Consumer must demonstrably inform the Portal Operator of his withdrawal from the contract by means of a unilateral legal action. A model form for withdrawal from the Contract without stating a reason according to the Annex to Government Regulation No. 363/2013 Coll., is available below. The consumer may use this form to withdraw from the contract but is not obliged to do so.

4. COPYRIGHT

1. The Portal Operator is the owner of the Portal.
2. The Portal is a work of authorship and a database within the meaning of Act No. 121/2000 Coll., Copyright Act, as amended. The Portal Operator exercises all property rights related to the Portal.
3. Further to the preceding provisions, the User acknowledges that the software and other components comprising the Portal (including photographs of the promoted Promotions) are protected by copyright. The User undertakes not to carry out any activity that could allow him or third parties to interfere with or make unauthorized use (e.g., store, modify, distribute) of the software or other components of the Portal. Access to and use of the Portal by the User in accordance with the Terms is free of charge.
4. The content of the Portal may not be stored, modified, distributed, or any other property rights may be exercised unless the Portal Operator has given its prior consent to such action.

5. USER RIGHTS AND OBLIGATIONS

1. The User represents and warrants to the Portal Operator that:
 - a. is fully capable of legal action, in particular with regard to his/her age, or is represented by a legal representative,
 - b. all information provided to the Company by the Portal Operator is true, complete, accurate and correct,
 - c. if he/she is a foreign person who is subject to VAT abroad, the Portal Operator undertakes to notify the Portal Operator and the Supplier of such fact in the event of a purchase on the Portal,
 - d. has thoroughly read these Terms, as well as any other Terms, before commencing use of the Portal and that he fully understands and agrees to these Terms,
 - e. before entering into the Mediated Contract, has read the Terms of the relevant Supplier
 - f. in public discussions and reviews on the Portal and/or on social networks managed by the Portal Provider, he/she will not be grossly and/or vulgarly abusive to other discussants, contractors of the Portal Provider and/or the Portal Provider and its employees and/or will not post other posts that would be contrary to good manners or otherwise inappropriate. In connection with public discussions on the Portal and/or on social networks managed by the Portal Operator, the Portal Operator reserves the right to remove posts that are in violation of these Terms or otherwise harmful to the Portal Operator and/or its contractual partners. In the event of a breach of this provision by the User, the User may be prevented from accessing the Portal in the future.
2. When using the Portal, the User is obliged to comply with the legal regulations and is always obliged to respect the rights of the Portal Operator and third parties, especially when dealing with copyright works and other objects of intellectual property rights. In particular, the User must not:
 - a. use the Portal in violation of these Terms,
 - b. commercially exploit any part of the Portal in a manner that may cause damage to the Portal Operator and/or the Applicant,
 - c. abuse, block, modify or otherwise alter any part of the Portal, or even attempt to interfere with the stability, operation, or data of the Portal,
 - d. use mechanisms, software or other procedures that could adversely affect the operation of the Portal. The Portal may only be used to the extent that it is not detrimental to the rights of other Users or the Portal Operator and is consistent with its intended use.
3. Notwithstanding any other provision of these Terms, the User agrees that:
 - a. will not use the Portal if the User's use of the Portal would violate legal regulations,
 - b. if they are under 18 years of age, they shall not use such services for which a minimum age of 18 years is a condition of use, such services being marked with the symbol "18+" or other symbol of equivalent meaning.

6. MEDIATED CONTRACT AND METHOD OF PAYMENT

1. For the purposes of these Terms, the Mediated Contract shall be deemed to be concluded at the time of payment of the selected Promotion.
2. A Promotion may be paid for in two ways:

- a. quick payment through a payment gateway - after selecting a specific Promotion and after entering basic identification and payment details, the User will be redirected to a payment gateway through which he/she will pay the price indicated for the Promotion.
 - b. payment with the assistance of the reception desk of the respective hotel - the User will visit or call the hotel reception desk, see the phone number listed on the Portal, to inquire about the availability of the Event on a specific date. The reception will then check the availability of the requested date with the Supplier. If the date is available, the Receptionist will enter the details into the system to generate the voucher and send the order for payment for the Promotion via the payment gateway. The User will then receive an e-mail with the order to pay the price for the Promotion. If the price of the Promotion is paid within the specified time, the voucher will be sent to the User immediately. At the same time, the hotel reception will allow the possibility to collect payment from the User in cash or via its own payment terminal and send the voucher to the User by e-mail or issue it in hard copy.
3. The Voucher will be sent to the User directly by the Supplier and/or through the Portal Operator to the e-mail address provided by the User or handed over in printed form at the moment of fulfilling the User's obligation to pay the Voucher Price, except for the Voucher with payment on the spot at the Supplier (in this case the reception will send the voucher to the User's e-mail address or hand over the printed voucher without payment in advance)
4. The Voucher (with the exception of the Voucher with on-site payment at the Supplier) constitutes a confirmation of the conclusion of the Mediated Contract between the User and the Supplier and contains a specification of the specific features of the Promotion selected by the User. The Voucher also constitutes a confirmation of payment of the price of the Promotion (except for the Voucher with payment on the spot at the Supplier) and entitles the User to use the Promotion specified in the Voucher at the Supplier under the conditions specified therein.
5. The promotion can be used, and the voucher can only be redeemed on the date according to the type of voucher. Voucher types are as follows:
 - a. date-bound voucher - a specific date is indicated for its use, the validity of this voucher is indicated in the Promotion and is subsequently confirmed on the voucher,
 - b. non-date bound voucher - no specific date is specified for its redemption and instead of a specific date, the validity period is indicated on such voucher, and unless otherwise specified in the details of the Promotion or on the voucher, the User must book an appointment with the Supplier as soon as possible. The reservation is made in person or by telephone directly between the User and the Supplier or with the assistance of the hotel reception or the Portal Operator.
6. If the date-bound voucher is not used within the given deadline, this is the responsibility of the User. Any change of the date depends on the possibilities of the particular Supplier.
7. If the non-dated voucher is not used:
 - a. during the voucher validity period, this is the User's responsibility, and the voucher can no longer be redeemed by the User. In this case, the User is not entitled to any compensation.
 - b. after a personal or telephone reservation has been made, the User shall be liable for this. Any change of the date depends on the possibilities of the particular Supplier.
8. The User acknowledges that the voucher can only be redeemed once with the Supplier for the full value of the voucher and that the voucher cannot be exchanged for cash.
9. The User acknowledges that, with reference to Section 1837(j) of Act No. 89/2012 Coll., Civil Code, he/she cannot withdraw from the Mediated contract for accommodation, transport, catering, or leisure, as it is provided by the Supplier within the specified time, either specifically specified in the Promotion and in the voucher or within the 14-day performance period according to these Terms.
10. The payment of the price of the Promotion fulfils the object of the Intermediary Agreement.
11. The prices of the Promotions listed on the Portal Operator's Portal are **including VAT**.
12. In mediating the acceptance of payments for payment of orders from Users, the Portal Operator represents the Supplier exclusively, acting on its behalf and on its behalf. By making the payment and crediting it to the Portal Operator's bank account for the ordered Events to the Portal Operator's account, the User fulfils its obligation towards the Supplier.
13. The User acknowledges that if the User is a taxable person in another EU Member State (according to the relevant legislation of that country) and as such purchases Shares from the Supplier through the Portal Operator, the Supplier is entitled to issue a tax document to the User in accordance with Act No. 235/2004 Coll., the Value Added Tax Act. The application of the reverse charge procedure is only possible for a supply that is not an accommodation service and a service related thereto, a domestic passenger transport

service, a service in the field of culture, art, sport, science, education and entertainment or a similar event and services related to such service or event, a catering service, the provision of a rental of a means of transport or a boat, etc. according to Act No. 235/2004 Coll., the Value Added Tax Act. For these transactions, Refunds to taxpayers in other Member States may be applied (according to the relevant legislation of the country concerned). If the User purchases a voucher for a transaction for which a reverse charge may be applied, the User shall in such case be entitled to a refund against the Supplier of the amount corresponding to the VAT paid by the User to the Portal Operator as part of the price for the Supplier's Promotion and shall contact the Supplier for this purpose. The latter shall contact the Portal Operator and request the refund of the VAT amount to the User. The Portal Provider is entitled to require the User to pay the costs associated with the refund, in particular the Portal Provider's transaction costs associated with cross-border payment and conversion between currencies (e.g., CZK to EUR), and to reduce the amount refunded to the User by such costs, to which the User agrees. The refund of the amount corresponding to the VAT amount and the issuance of a reverse charge tax document will not be possible unless the User duly informs the Supplier and the Portal Operator that he/she is a taxable person in another EU Member State. The User acknowledges and agrees that the Portal Operator shall not be liable in this case and cannot mediate in the event of a dispute between the User and the Supplier and in the recovery of the relevant financial amount.

14. If the User has chosen a non-cash payment card as a payment method, they shall follow the steps communicated to them within the respective Internet payment gateway during the payment process. The Portal Operator is not obliged to send the voucher for the use of the Promotion to the User before the voucher price has been paid by the User.

7. CONCLUDING PROVISIONS

1. All legal relations arising based on or in connection with the Portal of the Portal Operator are governed by the law of the Czech Republic, regardless of where the access and use was made from.
2. The Portal Operator hereby informs the Consumer that disputes between the Portal Operator and the Consumer, which could not be settled directly, can also be resolved through out-of-court consumer dispute resolution. The Czech Trade Inspection Authority (website www.coi.cz) is the subject-matter competent body for out-of-court settlement of consumer disputes; the Ministry of Industry and Trade maintains a list of bodies for out-of-court settlement of consumer disputes. The legal regulation of out-of-court settlement of consumer disputes is contained in particular in the provisions of § 20d et seq. of the Consumer Protection Act.
3. If any provision of the Terms is or becomes invalid or ineffective, such invalid provisions shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of any provision shall not affect the validity and effectiveness of the other provisions.
4. These Terms are in the Czech language. The User understands and agrees that where the Portal Operator prepares or provides a translation of the Czech language version of the Terms, such translation is only informative and in the event of a conflict between the language versions, the Czech version of the Terms shall always prevail.
5. These Terms shall come into force on 11.11.2022