

TERMS AND CONDITIONS OF AMAZING PLACES

1. INTRODUCTION

Who are we?

- 1.1. We are a company Amazing places & kouzelná místa v ČR s.r.o., ID No.: 267 49 971, with the registered office at Prague 5, U Nesypky 3142/6a, Post Code 15000, the Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague, File No. C 91352 ("**Amazing places**" or "**we**"); we operate the website www.amazingplaces.cz (the "**Website**") and on this website you can read how you can order amazing experiences with us.

What terms will we use in these Terms and Conditions?

- 1.2. To start, let us define several terms so that you can read the Terms and Conditions well:
- ☐ **Partner Place** is our partner that offers services such as accommodation, restaurant, wellness, bike rental or other similar customer services that you can order. The Partner Place is always a business entity (not a consumer).
 - ☐ **Experience** – that is how we call all the customer services offered by the Partner Place.
 - ☐ **Customer** – it is you if you order the Experience on the Website, whether you are a private consumer or a business buying with the use of your ID No.

What kind of contract are we concluding together and how does it all work?

- 1.3. With respect to the purchase order of the Experience, we are in the role of a broker. The Amazing Places team arranges the offer of the Experiences from the Partner Places for you and these Terms and Conditions govern our mutual rights and obligations in connection with such brokerage. The terms and conditions of the provision of the actual Experiences are then governed by the terms and conditions of the selected Partner Place.
- 1.4. The Partner Places are liable for providing us with true, accurate and complete information for publication on the Website, especially with respect to the Experiences.
- 1.5. If you buy a voucher, which authorizes you to enjoy the Experience, our relationship shall be governed by the [Terms and Conditions for the Purchase and Use of the Vouchers](#).
- 1.6. As we are an "intermediary service provider" under EU regulations and operate an "online platform", we must comply with Regulation (EU) 2022/2065 of the European Parliament and of the Council on the Digital Single Market for Services ("**DSA**"). These Terms and Conditions set out in article 9 important information about our and your rights and obligations under the DSA in relation to potential illegal content on the Website or elsewhere where you may order

the Experience from the Partner Place.

2. ABOUT THE USER ACCOUNT

What is the account used for?

- 2.1. You can register on the Website and create your own user account, thanks to which you will obtain a number of benefits such as an overview of your orders, easier ordering and the possibility of redeeming the Vouchers.

How does your user account work?

- 2.2. If you create a user account, you must provide all information correctly and truthfully and update it as soon as possible in case of any change. We consider all pieces of information you provide in your user account correct and up to date.
- 2.3. You will log in to your user account using your username and password, which you should not disclose to anyone, please. Do not let anyone else use your user account either.
- 2.4. Please note that your user account and the Website may not be functioning all the time, as we may need to fix or improve something on the Website from time to time.

How do I not lose my user account?

- 2.5. You must not violate these Terms and Conditions, generally applicable laws, good manners and the rights of third parties because if you do so, we may suspend access to your user account or cancel it without prior notice and without compensation. We may do the same if you do not use your user account for more than three years.

3. ORDERING AN EXPERIENCE

- 3.1. You may order the Experience on the Website. The purchase order contains mainly the information about you, about the Experience you are ordering, the price and method of payment for the price of the Experience, including any specification of dates or other services (the "**Purchase Order**").

What happens if you enter the incorrect data?

- 3.2. In the Purchase Order, please check carefully all the data you have entered (and correct them if necessary) as we will work with them and consider them correct and up-to-date in the form, in which you have entered them in the Purchase order. For example, if you specify an incorrect email address to us, we will not be able to contact you.

How do you place the Purchase Order?

3.3. You can place the Purchase Order for the Experience in the following ways:

- ☐ **By direct online booking** – in the easy-to-use booking system on the Website,
- ☐ **By sending an online inquiry** (this option will be used automatically in the case that the Partner Place does not allow online booking),
- ☐ **By purchasing a voucher**, which is governed by the [Business Terms and Conditions for the Purchase and Use of Vouchers](#).
- ☐ **By direct contact** of the Partner Place without our participation.

When do we enter into the Contract with each other?

3.4. We will enter into the contract with you as the Customer when you use the services of the Amazing Places and register on the portal or make an online booking (the "**Contract**").

How does direct online booking work?

3.5. The first method of making the Purchase Order is through the online booking system on the Website where, after filling in all the required data, you click on the "CONTINUE TO THE PAYMENT" button, by which you undertake to pay. The automatic confirmation of the Purchase Order will result in the conclusion of an accommodation contract between you and the Partner Place (the "**Accommodation Contract**").

3.6. If we are unable to meet any of the requirements in the Purchase Order, we will send a new offer with other options to you. In such a case, the Contract will only be concluded when you approve such a modified offer.

How does online inquiry work?

3.7. If the Partner Place does not allow you to order via direct online booking, you need to use the inquiry form which can be accessed by clicking on the "FIND PRICES AND AVAILABILITY" button. Here, after filling in all the required data in the Purchase order, you will click on the "CONTINUE TO PAYMENT" button, by which you undertake to pay.

3.8. No later than 36 hours after sending the inquiry (the Purchase Order):

- ☐ we will let you know to the email specified in the Purchase Order that the Partner Place has confirmed the inquiry and, therefore, it is binding on you; this confirmation of the inquiry (the Purchase Order) makes the booking binding and concludes the Accommodation Contract, or
- ☐ we will let you know to the email specified in the Purchase Order that the Partner Place has rejected or not responded to your inquiry, in which case we will promptly refund the paid Price of the Experience to your bank account within 2 working days at the latest.

Further information on the Purchase Order

- 3.9. Together with placing the Purchase Order, you agree that you have read these Terms and Conditions.
- 3.10. The Experiences that we offer on the Website is for information purposes only and, therefore, we are not obliged to enter into the Contract only because we have the Experiences displayed on the Website.
- 3.11. Together with the Purchase Order we will send you the wording of these Terms and Conditions.

How does the Contract look like when the Experience is ordered online?

- 3.12. The Contract consists of these Terms and Conditions, the Purchase Order and our acceptance of the Purchase Order. The documents that form the Contract are archived electronically by us and are not accessible to anyone else.

What else should you know concerning our mutual communication?

- 3.13. As the Customer, you agree that we communicate with each other remotely when entering into the Contract. If you communicate with us online or by telephone, please note that you shall bear the cost of the communication with us. In terms of the costs, such communication does not differ at all from the cost of your normal telephone operator or internet service provider.

4. PAYMENT CONDITIONS

- 4.1. On the Website you will find information about the prices of the Experience (the "**Price of the Experience**") and how to pay for them. All Prices of the Experiences are specified with VAT if the Partner Place is a VAT payer.

What happens if we have an error on the Website?

- 4.2. The Price of the Experience is valid for the period when we display it as such on the Website. If we mistakenly display an obvious error in the Price of the Experience on the Website and you place the Purchase Order with such an erroneous price (and even pay for it), then we may withdraw from the Contract or, as the case may be, the Partner Place may withdraw from the Accommodation Contract, which would be void as a result thereof. In such a case, we would refund the Price of the Experience to you.

When and how will we send an invoice to you?

- 4.3. After the payment is made, we will issue proof of the payment for you. You will always receive

a tax receipt from the Partner Place in connection with the Purchase Order of the Experiences provided to you by them. Only the Experiences provided by the Partner Places on the basis of the Accommodation Contract are taxable.

What payment methods can you choose?

- 4.4. You can pay the Price of the Experience by cashless credit/debit card or via Apple Pay or Google Pay. The payment is possible in Czech crowns.
- 4.5. You will fulfill your obligation to pay the Price of the Experience when the relevant amount is credited to our bank account.

5. WITHDRAWAL FROM CONTRACT

How does a withdrawal from the Contract generally work?

- 5.1. As consumers, you normally have the right to withdraw from a contract within 14 days of the date of conclusion of the contract, even without giving a reason. If you do so, the contract is treated as if it had never been made and both parties must repay each other what they have provided.

How does this work with us?

- 5.2. Concerning the Purchase Order of the Experience, we are acting as an intermediary, therefore our whole contractual relationship shall only relate to the use of our Website and your profile. We are not a party to the Accommodation Contract, which you enter into by booking directly with the specific Partner Place. Please note that you do not have the right to withdraw from the Contract with us if we have already performed the services under the Contract. This is because the Czech Civil Code states that you do not have the right to withdraw from the Contract if you have agreed to us performing the services before the 14-day cancellation period has expired. In short, this means that once we have entered into the Contract together and thereby we have made the Experience available to you, you cannot withdraw from the Contract with us anymore.
- 5.3. For this reason, no further information on how to withdraw from the Contract such as the conditions, time periods and other procedures are set out in these Terms and Conditions and you cannot find a withdrawal form here either.
- 5.4. The withdrawal from the Accommodation Contract concluded with the Partner Place is governed by the business terms and conditions of that particular Partner Place or, as the case may be, by the Czech Civil Code.
- 5.5. A withdrawal from the Contract in the case of a purchase of vouchers shall be governed by

the [Business Terms and Conditions for the Purchase and Use of Vouchers](#).

What are you giving us your consent to?

- 5.6. By sending the Purchase Order, you give your consent to us to provide the services before the expiry of the period for the withdrawal from the Contract and, at the same time, you declare that we have sufficiently informed you of the consequences of this consent, i.e. about the loss of the right to withdraw from the Contract.

What happens if you want to cancel the Experience?

- 5.7. The Partner Places have limited capacity and do their best to provide the Experiences to as many people as possible. In the event of cancellation of the Experience booked under a binding booking the Accommodation Contract, you are obliged to pay the full cost of the Experience (100% cancellation fee) as compensation of damages, whether or not the Partner Place could still arrange a replacement customer or not.
- 5.8. The Customer may also add cancellation insurance for the Experience (HotelStorno) to the Purchase Order, in which case the cancellation conditions are also governed by the Terms and Conditions of ERV Evropská. More information on this insurance can be found [here](#).

6. CLAIMS AND COMPLAINTS

Who can you complain to about the Experience?

- 6.1. Please note that claims for Experiences and other services of the Partner Place must be made **directly with the Partner Place**. As Amazing Places, we are only responsible for facilitating the Accommodation Contract between you and the Partner Place.

What to do if our services have a defect?

- 6.2. If you feel that we have made a mistake, i.e. that we have mediated a service that is defective (it does not correspond in scope or quality to the agreed terms) for you, you can make a claim, fully in compliance with the law (in particular the Czech Civil Code).

What can you request from us in a claim?

- 6.3. If we can fix the defect, you can ask us to (1) repair it, (2) complete what is missing, or (3) request a reasonable price discount.
- 6.4. If we cannot fix the defect, you can ask us to (1) give you a reasonable price discount, or (2) withdraw from the Contract.
- 6.5. Please note that the complaint cannot be based on the fact that the provided service does not

correspond to your subjective expectations.

By when can you complain?

- 6.6. You must complain about the defect as soon as possible after you discover it, but no later than 6 months after the receipt of the performance. We will issue a claim report to you when you make a claim.

Where do you make a claim?

- 6.7. You can make a claim for the mediation services in the following ways: (1) by telephone to +420 602 49 49 49, (2) by e-mail to support@amazingplaces.cz or (3) by letter to the address Amazing Places, Pernerova 652/55, 186 00 Prague 8 – Karlín, the Czech Republic.
- 6.8. Please provide your contact details for the complaint, describe what you are complaining about, how you want to settle the complaint and that we have provided the service to you. When you make a claim, we will issue you with an electronic statement which will state the date of the claim, the content of the claim, the method of handling required and your contact details.

How is the complaint settled?

- 6.9. We will decide about the complaint immediately, in more complex cases within 3 days. We will settle the claim as soon as possible, but no later than 30 days after you make the claim, unless we agree in writing with you that it will take longer. If we do not meet the 30-day deadline for the settlement of the claim, you may withdraw from the Contract. In case of a legitimate claim, you are entitled to reimbursement of necessarily required costs; you must request us to compensate them. We will issue a confirmation of the settlement of the claim for you once the claim has been settled.

What happens if something goes wrong unexpectedly?

- 6.10. A defect in performance is not an obstacle caused by Force Majeure, i.e. circumstances, the origin, course or effect of which is not dependent on the will, activity or procedure of Amazing Places.

7. OUT-OF-COURT SETTLEMENT OF DISPUTES FOR CONSUMERS

How are disputes resolved and by whom?

- 7.1. If you, as the Customer, are also a consumer, i.e. if you are entering into the Contract with us outside your business, you have the right as a consumer to an out-of-court settlement of a consumer dispute arising from the Contract pursuant to Act No. 634/1992 Coll., on Consumer Protection. In such a case, you may contact the Czech Trade Inspection Authority (Central

Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 1, the Czech Republic, e-mail: adr@coi.cz, website: www.adr.coi.cz).

- 7.2. Out-of-court resolution of a consumer dispute is always initiated only at your request, in the event that you have not been able to resolve the dispute with us directly (if it concerns the provision of our services). However, we will always do our best to accommodate you so that the inspection procedure is not necessary.

When at the latest do you have to submit a proposal?

- 7.3. You may file a proposal for the out-of-court dispute resolution within one year of the date you first exercised your right in dispute with us - in simple terms, when you first complained to us.

What are the other options?

- 7.4. In addition, you can also initiate out-of-court dispute resolution online on the ODR platform available at www.ec.europa.eu/consumers/odr/.

8. PERSONAL DATA PROTECTION

Where can you find more about the work with personal data?

- 8.1. Details of the personal data processed by us are specified [here](#). You can find the information about the processing of your personal data by the Partner Place in the relevant documents on the website of the Partner Place.
- 8.2. The area of the personal data protection is supervised by the Office for the Personal Data Protection.

9. FINAL PROVISIONS

What laws govern our relationship?

- 9.1. These Terms and Conditions are governed by the Czech law and Czech courts have jurisdiction over any disputes. This is without prejudice to the rights of consumers resulting from the generally binding legal regulations.
- 9.2. Our relationship shall be governed especially by Act No. 89/2012 Coll., the Civil Code, as amended, and by these Terms and Conditions, which shall form an integral part of the Contract. If we mutually agree on different conditions in the Contract, they shall prevail over the provisions of these Terms and Conditions.

What happens if we change the Terms and Conditions?

- 9.3. We shall have the right to change or amend the wording of the Terms and Conditions and we will always upload their current version to the Website. However, this does not change the rights and obligations arising at the time of the effect of the previous version of the Terms and Conditions, which you have agreed to by submitting the Purchase Order.

What should you know about the DSA regulation and the ability to report illegal content?

- 9.4. If you wish to contact us in connection with the DSA and exercise your rights set out below, you may do so by (1) emailing support@amazingplaces.cz or (2) calling +420 602 49 49 49. You may communicate with us in Czech and English at the above contacts.
- 9.5. We do not actively monitor content on the Website or elsewhere where you may order the Experience from the Partner Place. This is the case whether the content is posted by you, the Partner Place or a third party.
- 9.6. We may, however, spot check the content or carry out a review of the content following the notification by the relevant authorities, you or a third party. The purpose of any inspection is to determine whether the content in question violates these Terms and Conditions, the Contract between us and the Partner Place or generally applicable law. If we determine that a violation has occurred, we may withhold, hide or remove such content.
- 9.7. If you consider certain content to be illegal, you can notify us. We recommend that you use the template form attached as Annex 1 of these Terms and Conditions and email it to us at support@amazingplaces.cz. We will acknowledge receipt of the communication and further inform you and the Partner Place of our decision without undue delay, including information about the possibility of objecting to the decision.
- 9.8. A similar procedure as under paragraph 9.7 applies if someone reports content you have posted as illegal. In this case, we will also inform you of our decision without undue delay, including information on how to object to this decision. However, as the content you upload consists primarily of your personal data, we do not assume this.
- 9.9. All the communications containing necessary information are handled without undue delay, with the utmost care and objectivity. If you do not provide us with complete information in accordance with Annex 1 of these Terms and Conditions, you acknowledge that your communication may not be processed due to lack of information on our part.
- 9.10. We do not use any automated or algorithm-based decision making. We only use human review.

What else should you know?

- 9.11. We are not bound by any codes of conduct in relation to you.

- 9.12. The Contract is concluded in the English language and therefore these terms and conditions are written in English.
- 9.13. We are authorized to provide services on the basis of a trade license and the trade control is realized by the relevant trade licensing authority within the scope of its competence. We are also subject to the supervision of the Czech Trade Inspection Authority with respect to compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.
- 9.14. We shall not be liable for errors resulting from third-party interference with the Website or as a result of the use of the Website contrary to its intended use.
- 9.15. In the event of force-majeure, we shall not be liable for any damage caused as a result of or in connection with events of force-majeure. If the force-majeure situation lasts for more than 10 days, we are authorized to withdraw from the Contract.
- 9.16. The order in which the Experiences are displayed on the Website is determined by the level of engagement of the affiliate partner with our affiliate services and the amount of remuneration that the Partner Place provides to us for mediating the Experiences. Therefore, within the same level of engagement of the Partner Place the amount of the agreed remuneration is essential. However, you may choose other available ranking methods, for example, by the number of reviews and their amount or by the lowest price.

Where can you reach us?

- 9.17. You can contact us at any time by phone at +420 602 49 49 49, by e-mail at support@amazingplaces.cz or at the address Amazing Places, Pernerova 652/55, 186 00 Prague 8 – Karlín, the Czech Republic.

In Prague, on 31. 1. 2024

The text of the Terms and Conditions previously effective from can be found [here](#).

Annex No. 1 of the GTCs

Illegal Content Notification Form

Name, registered office and registration number / name and surname:

Contact details (email):

Clear indication of the exact electronic location of the illegal content (URL address and, if possible, other information enabling identification of the illegal content):

Explanation of why you consider the content to be illegal:

By submitting this notice, I declare that I have a good faith belief that the information and statements contained in this notice are accurate and complete.