

Martin Rouček – ThinkPrague

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GENERAL TERMS AND CONDITIONS

Internet tour guide Agency www.thinkprague.com:

Martin Rouček – ThinkPrague (hereafter “Agency”) operates the Internet Website www.thinkprague.com (hereafter “Website”), which specializes mainly in intermediating accommodation and providing guiding services in the Czech Republic. Any and all contractual relationships that follow from purchasing services online are governed by the legislation of the Czech Republic. If the Contracting Party of the Intermediary Contract is the consumer, the relationships not provided for by the following General Terms and Conditions (hereafter “GTC”) are governed by the provisions of Act No. 89/2012 Sb., the Civil Code, as amended (hereafter “CivC”) and by Act No. 634/1992 Sb., the Consumer Protection Act, as amended (hereafter “CPA”). If the Contracting Party is not the consumer, the rights and obligations of Contracting Parties not provided for by these terms and conditions are governed by the CivC.

DEFINITIONS

Consumer Contract – the Contracting Parties are the consumer and the business person.

Agency / Business person – the person acting when entering into the Contract and performing under the terms of the Contract within his/her business activity and is obliged to intermediate the ordered services to the Customer. For the purposes of consumer protection, the person acting on behalf of the business person or at his/her expense is also considered a business person.

Customer / Consumer – person who does not act within his/her business activity when entering into and performing under the Contract and who obliges the business person to intermediate or provide services for other than business purposes.

Customer / Business person – person who, as a Customer, acts within his/her

business activity.

Entering into the Intermediary Contract or Service Contract – the proposal for providing or intermediating services offered on the Website is a contract application except for exhaustion of stocks or the business person's inability to perform. On ordering, the Customer accepts the contract application and enters into the Intermediary or Service Contract (hereafter "Contract"). If the Customer's order contains any amends, differences, exceptions, restrictions or other changes of any kind and importance from the original contract application, it becomes a new contract application. The Agency will inform the Customer online about receiving the binding order. The Contract itself becomes valid and effective when the binding order is sent to the Agency. The rights and obligations of the Agency following from the Contract come into existence when the binding order is provably sent to the Agency. If the order is a new contract application, the Contract becomes valid and effective when the Agency accepts the Customer's new order. This provision is valid in cases not provided for otherwise hereafter.

IMPORTANT INFORMATION ABOUT THE CONTRACT AND THE TERMS AND CONDITIONS

By entering into the Contract, the Customers legally confirm that they have read the GTC and agree with them. The Customer is always informed about the existence and obligatory character of the GTC before making the order and has a chance to read through them. The GTC are an integral part of the Contract entered into via the Website.

The Contract being entered into is written in Czech and is filed by the Agency in order to successfully perform under its terms. The Agency is obliged to not making it available to third parties. Information about the individual steps leading to entering into a Contract of Sale are clear from the process of ordering online. The Customer may control and change the contract application before ordering. The GTC are available on the Website for the Customers at any time.

RIGHTS AND OBLIGATIONS OF THE AGENCY

- The obligations of the Agency follow from the legally binding acts included in the CPA and the CivC in relation to the consumer and the CivC in relation to other entities.
- If the Customer withdraws from the Contract, the Agency shall examine the withdrawal without undue delay. The client will be reimbursed within 14 days after

the Agency receives the withdrawal from the Contract. However, the Agency is not obliged to reimburse the clients to full extent if they withdraw from the Contract within the term defined hereafter in relation to cancelling the order.

- The Agency has the right to withdraw from the Contract if the Customers are not able to financially fulfil the terms of the Contract or when they are not able to do so within the terms specified in the Contract.
- The Agency has the right to withdraw from the Contract of which the performance has become impossible, including cases when the accommodation facility becomes inhabitable or its prices change significantly and no new fulfilment of the Contract is agreed between the Agency and the Customer. In the above-mentioned situations, the Agency will immediately contact the Customer in order to determine the next step. If the Customer and the Agency do not reach an agreement concerning the new performance, the Agency shall reimburse the Customer for the money paid in advance without undue delay.
- The Agency reserves the right to change the prices for the services due to incorrect data, technical problems, human factor or any other objective cause of specifying an incorrect price.
- The prices of services, i.e. the prices of the intermediated accommodation, transport services, guiding services and any other additional services, are always specified on the Website in the particular section offering the given service.
- All images on the Website are for illustrative purposes only. The colour range is limited by technological parameters of the monitor and does not have to correspond to reality in full. The Agency reserves the right to change the technical parameters of accommodation without prior notice.
- The provided services are always described in the given section, i.e. in the section "TOURS", "ACCOMMODATION", "TRANSPORT", and in the section "SERVICES".
- Terms of payment are specified hereafter in the GTC.
- The Agency is neither liable for any damage that Customer causes to the Agency's contractual partner nor for any other damage.

SERVICES

The Agency provides, i.e. intermediates the following services:

- Services for which the Customer may enter into the Contract directly on the Website, i.e. the services in the section "TOURS", which includes the binding procedure of making the order for the services via the respective online form.

- Services that are intermediated by the Agency and whose availability will be confirmed to the Customer, i.e. all services except for guiding services.
- Additional services, provided or intermediated beyond the distance Contract entered into on the Website.

Intermediated services, i.e. services that are not directly provided by the Agency, are provided in the following manner: the Customer first chooses the required service from the Agency's business partner in the given section and makes an order via the online reservation form, or alternatively is redirected to the Website of the given business partner (e.g. accommodation services), where the client fills in a form, from which a direct relationship between the Customer and the Agency's business partner comes into existence. If the ordering form is filled online (e.g. transport services), the Customer will receive forthwith a confirmation of the reservation, or he/she will be informed that the service is currently unavailable, or the Customer will be offered an alternative service. The confirmation message from the Agency of the order for intermediated services will also include the term for their availability, i.e. the validity of the offer. On confirming the order of the intermediated service online, the Customer will receive a confirmation for the provided service including the total price in CZK or EUR either from the Agency or directly from the given business partner. In this case, the Contract is entered into when the price or the agreed advance payment for the service is paid, if not provided for otherwise in the terms and conditions of the business partners. The contractual terms of the business partners are binding for the Customer and he/she is obliged to abide by them if the binding order of the service provided by the business partner is made.

Other services beyond the services provided or intermediated on the Website will be the subject of a special agreement between the Agency and the Customer and the conditions of providing such a service will always be agreed with the Customer in advance.

RIGHTS AND OBLIGATIONS OF THE CUSTOMER

- The Customer is obliged to carefully read all information concerning the demanded service before making a binding order, using the information specified on the Website in the given section.
- The Customer is obliged to abide by all instructions and information provided by the Agency. In case of not fulfilling this obligation, the Agency is not liable for any irregularities or issues associated with the provided service.
- The Customer has the right to verify all information by calling or emailing the Agency.

- The Customer has the right to ask for additional services associated with the service provided by the Agency. These services are not the subject of the GTC.
- On entering into the Contract, the Customer expressly affirms that he/she wishes the Agency to start performing under the Contract within the 14-day term if the Contract was entered into within the 14-day term before the service is to be provided.
- If the Customer causes damage to the property belonging to the owner of the accommodation facility, or to the property of any other person while using the services provided for by the GTC, he/she is obliged to directly reimburse the injured person for the caused damage. In this case, the Agency is not liable for the damage and neither is it obliged to help with remedying the situation.

CUSTOMER'S WITHDRAWAL FROM THE CONTRACT ENTERED INTO VIA MEANS OF DISTANCE COMMUNICATION

Under section 1829 (1) of the CivC, the customer-consumer has the right to withdraw from the Contract within 14 days after entering into it without stating a reason. The Customer is obliged to send the withdrawal in written form to the address of the Agency, or to send an email to the above-stated email address. In case of withdrawal from the Contract, the Agency is obliged to reimburse the Customer for the sum paid for the intermediated services and send the money to his bank account. The Customer is obliged to provide the Agency with the account number in written form (online or physical form). The Customer is liable for providing incorrect data concerning the bank transfer. The term for reimbursing the Customer is 10 days after the Agency receives the proper withdrawal from the Contract.

If the Customer withdraws from the Contract when the Agency has already begun fulfilling the terms on the basis of the above-mentioned Customer's explicit affirmation within the term for withdrawal from the Contract, he/she will pay the Agency a part of the agreed price for performing up to the moment of the withdrawal from the Contract. The sum will correspond to the costs spent on organising and providing the services.

The right of withdrawal from the Contract under section 1837 of the CivC does not provide for the following contracts:

- Contracts for services, if they were fulfilled with prior explicit affirmation within the given term for withdrawal from the Contract, and the business person informed the consumer before entering into the Contract that he/she does not have the right to withdraw from the Contract in this case;

- Contracts for delivery of goods or services, whose prices depend on fluctuations of the financial market independent of the will of the business person and which may change the price within the term for withdrawal from the Contract;
- Contracts for delivery of alcoholic beverages, which may only be delivered after the 30-day term, and whose prices depend on fluctuations of the financial market independent of the will of the business person;
- Contracts for delivery of goods that were modified according to the wishes of the consumer or for his person;
- Contracts for delivery of goods with short durability as well as goods that were irretrievably mixed with other goods after delivery;
- Contracts for repairing or maintenance carried out on the place specified by the consumer on his/her request; however, this is not the case of subsequent repairs other than those required or of delivery of spare parts other than required;
- Contracts for delivery of goods in closed packages that were opened by the consumer and it is not possible to put them back due to hygienic reasons;
- Contracts for delivery of audio or video recordings or computer programmes if the original package is damaged;
- Contracts for delivery of newspapers, periodicals and magazines;
- Contracts for accommodation, transport, food and free-time activities if the business person provides these performances within the specified term;
- Contracts closed on the basis of a public auction under the law providing for public auctions;
- Contracts for delivery of digital content if it was not previously provided via a data storage device and was delivered with the Customer's prior explicit approval within the term for the withdrawal from the Contract and the business person informed the consumer before entering into the Contract that he/she does not have the right to withdraw from the Contract in this case.

The withdrawal from the Contract must be provably sent to the seller within 14 days after the date of the Contract, i.e. the day of making a binding order.

TERMS OF PAYMENT

The price of the provided or intermediated services when not paid directly to the provider of the intermediated services will be paid in the following manner:

Online payment via the Website

The payment will be made by a VISA or MasterCard payment card; the payment form is available on the Website.

Payment via bank transfer

The Customer is obliged to make the payment via bank transfer to the following bank account:

Account number: 264640052 / 0300

Name and address of the bank: Československá obchodní banka, a.s.

IBAN: CZ59 0300 0000 0002 6464 0052

BIC/SWIFT code: CEKOCZPP

Payment in cash

Payments in cash are available only for services provided directly by our Agency when paid to a particular employee of the Agency before providing the given service.

The Customer is obliged to pay the price of the service in Czech crowns (CZK) or Euros (EUR).

If the Customer cancels the order for guiding services, i.e. services directly provided by the Agency, he/she is obliged to pay the cancellation fee to the following extent:

50 % of the price if the order is cancelled within 4-5 days before providing the service

70 % of the price if the order is cancelled within 2-3 days before providing the service

100 % of the price if the order is cancelled within 1 day before providing the service

If the Customer is late with the payment of the agreed price of services for more than 5 days, the Agency has the right to charge interest on late payments in accordance with legally binding acts.

If certain terms of payment are not provided for in the GTC, they are specified in the given sections of the Website.

PERSONAL DATA PROTECTION

In order to make an online order on the Website, the Customer must provide personal data during the ordering process. This personal information is a prerequisite for entering into a valid Contract.

The Agency shall handle Customers' personal data in accordance with the legislation of the Czech Republic, especially under Act No. 101/2000 Sb., on personal data protection and on amendments to certain acts, as amended.

The Agency shall not provide Customers' personal information to third parties who are not directly involved in performing under the Contract, if not provided for otherwise in the GTC. The Agency files Customers' personal information to fulfil the Contract.

On entering into the Contract, the Customers agree with providing their email addresses to a third party in order to improve the content and functionality of the Agency's services and especially to determine to what degree the Customer was satisfied with the online ordering process. The third person for the purposes of this GTC provision is a legal or natural person, who collects sale offers from a number of online providers (e.g. Heureka.cz, Smarter.com, etc). The third party is obliged to handle the Customer's email address in accordance with valid legislation, especially under Act. No. 101/2000 Sb., on personal data protection, which is provided for by a legal obligation of the third person to the Agency. The Customers may withdraw their approval at will after giving it, i.e. after entering into the Contract.

CUSTOMER'S RIGHTS FOLLOWING FROM DEFECTIVE PERFORMANCE

If the provided services do not correspond to the terms of the Contract, the Customer is entitled to assert remedies for defective performance at the actual provider of the services in case of intermediated services. The Customer is also entitled to address the Agency and demand an adequate discount from the price of the provided services in case the discount is legitimate and well-founded.

LIABILITY OF THE AGENCY

- The Agency is not liable for damage caused to Customer in relation to providing the services, especially intermediated services.
- The Agency is not involved in any way in the Contract entered into between the Customer and the Agency's business partner in case of intermediated services.

- The Agency does not guarantee the truthfulness and completeness of information concerning intermediated services as the information is provided by the business partner.
- The Agency is neither liable for successful providing of intermediated services nor for their form, which was agreed between the Customer and the Agency's business partner. The Agency is not liable for any breach in conditions agreed between the Customer and the business partner.
- The Customer is obliged to assert claims following from liability for damage or inadequacy of the service directly against the provider of the service.
- The Agency is not liable for the content of offers posted by contractual partners on the Website or for breaching the rights of third persons by business partners.
- The Agency is obliged to cooperate in case of dealing with Customers' complaints and claims concerning the intermediated services.
- The Agency is not liable for reimbursing the client for money paid via the Website to the business partner providing the intermediated services.
- If the business partner does not provide the service to the Customer, the Agency is not obliged to provide a different comparable service.
- On closing the Contract via the Website, the Customer expressly accepts these conditions for liability and affirms their adequacy.

PRE-TRIAL SETTLEMENT OF COMPLAINTS

In accordance with the provision under section 1820 (1)(j) of the CivC, the seller asserts that pre-trial settlement of complaints is done using contact information of the seller, especially the email address. Referring to supervisory authorities is provided for by relevant legislation, especially the Czech Trade Inspection Authority Act.

FINAL PROVISIONS

The GTC are an integral part of all Contracts entered into via the Website.

All changes of the GTC are electronically recorded by the seller and will be made available to the purchaser if requested.

The GTC were made on 29 May 2014 and become valid and effective on 1 June 2014.

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