

Terms of Access and Use of the termino.eu Booking System

of Slevomat.cz, s.r.o., ID No.: 24698059, with its registered office at Prague 8, Karlín, Pernerova 691/42, postal code 186 00, entered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 166961.

1. INTRODUCTORY PROVISIONS

- 1.1. Slevomat.cz, s.r.o., ID No.: 246 98 059, with its registered office at Prague 8, Karlín, Pernerova 691/42, postal code 186 00 (hereinafter "Slevomat.cz") operates and manages the Termino online booking system (hereinafter the "Termino System") through which it enables other persons as business entities (hereinafter the "Supplier") mainly to organise and manage bookings for services (in particular hospitality and accommodation services) offered by such persons that have been made by or to the benefit of their customers (hereinafter the "Customer").
- 1.2. These Terms of Access and Use of the Termino System (hereinafter the "Terms") regulate the rights and obligations of persons using the Termino System functionalities (hereinafter the "User") when using the Termino System, which consist mainly in booking dates for the use of services offered by Suppliers to Customers through the Termino System implemented in the online user interface of the Suppliers' website (hereinafter the "Implementing Website") and other use of the Termino System.
- 1.3. If the User is an individual and uses the Termino System outside the scope of the User's business activities or outside the scope of the User's employment, the contractual relationships between the User and Slevomat.cz are subject to the statutory provisions governing the legal status of consumers.
- 1.4. By using the Termino System functionalities, the User confirms that the User has acquainted themselves with the current version of the Terms and undertakes to comply with them throughout the use of the Termino System functionalities. The User is not entitled to withdraw from these Terms.
- 1.5. Slevomat.cz may unilaterally change or amend the Terms. Slevomat.cz will inform the User about any change in the Terms on the website (URL) at: <https://www.termino.eu/> (hereinafter the "Termino Website") or in another appropriate manner so that the User can familiarise themselves with the current version of the Terms without undue difficulty. Updated versions of the Terms become effective upon their publication on the Termino Website or on a later date specified in the updated Terms.

2. USE OF THE TERMINO SYSTEM

- 2.1. Access to and use of the Termino System is free of charge. However, the User will always bear the costs incurred by the User in connection with establishing the access and use of the Termino System (i.e., costs of internet connection, etc.). The Supplier may also charge a fee to the User for the use of the Supplier's website, i.e. the Implementing Website.
- 2.2. Slevomat.cz is not a party to contractual relationships between the User and the Supplier and/or between the Customer and the Supplier and/or between the User and any third party that uses the Termino System functionalities to provide its services. Slevomat.cz is not liable for the Supplier's obligations to the Customer arising under the law or another contractual relationship and is not liable for any damage incurred by the Customer due to or in connection with the Supplier's failure to meet its obligations.
- 2.3. Slevomat.cz does not guarantee uninterrupted access to the functionalities of the Termino System or the Implementing Website, nor the safety and security of other websites and/or services linked via the Termino System or the Implementing Website. Slevomat.cz is not liable for any damage caused to the User in the implementation of access to and use of the Termino System or the Implementing Website, damage caused by disruptions in operation, malfunction of the Termino System or the Implementing Website, computer viruses, or damage due to loss of data or profit or due to unauthorised access to the User's transmissions and data caused by the activity and/or inactivity of third parties.
- 2.4. Clicking on certain links available when using the Termino System, in particular, on the Implementing Website, may cause the User to leave the Termino System or the Implementing Website and redirect the User to third-party websites.
- 2.5. Slevomat.cz reserves its right to limit or terminate the User's access to the Termino System at any time.
- 2.6. The User is liable for any damage caused by unauthorised interference by the User in the Termino System or the system that facilitates the transfer of data entered into the Termino System to third parties.

3. COPYRIGHT

- 3.1. Slevomat.cz is the owner of the Termino System.

3.2. The Termino System is a copyrighted work and also constitutes a database pursuant to Act No. 121/2000 Sb., the Copyright Act, as amended. Slevomat.cz exercises all proprietary rights with regard to the Termino System.

3.3. The contents of the Termino System cannot be retained, modified or distributed, and no other proprietary rights may be exercised with respect to the contents of the Termino System without the prior written consent of Slevomat.cz.

4. RIGHTS AND OBLIGATIONS OF THE USER

4.1. The User represents and warrants to Slevomat.cz that:

- (i) the User has full legal capacity, in particular, with regard to the User's age, or is represented by a legal guardian;
- (ii) all information provided by the User to Slevomat.cz is true, complete, accurate, correct and not misleading;
- (iii) the User has thoroughly read these Terms prior to using the Termino System functionalities and that the User fully understands and agrees to them.

4.2. When using the Termino System functionalities, the User is obliged to observe the law and always respect the rights of Slevomat.cz and third parties, especially in handling copyrighted works and other objects of intellectual property rights. In particular, the User may not:

- (i) use the Termino System in violation of these Terms;
- (ii) commercially exploit any part of the Termino System in a manner that could cause damage to Slevomat.cz and/or the Supplier;
- (iii) misuse, block, modify or otherwise alter any part of the Termino System, or even attempt to disrupt the stability or operation of or data in the Termino System;
- (iv) use mechanisms, software or other procedures that could adversely affect the operation of the Termino System. The Termino System functionalities may only be used to the extent that does not prejudice the rights of other Users or Slevomat.cz and in accordance with their intended purpose. In particular, the User undertakes not to misuse the Termino System functionalities in a malicious manner in order to harm the Supplier, especially but not exclusively by making false bookings for services offered by the Supplier, which the User does not intend to use when making them.

4.3. Notwithstanding any other provision of these Terms, the User undertakes not to use the Termino System if the User's use of the Termino System would result in a violation of the law.

5. FINAL PROVISIONS

5.1. All legal relationships arising from or in connection with the Termino System are governed by the laws of the Czech Republic, regardless of from where the Termino System functionalities have been accessed and used.

5.2. Information on out-of-court resolution of consumer disputes: Slevomat.cz hereby informs the User as a consumer that any disputes between Slevomat.cz and the consumer that could not be resolved directly can also be resolved through out-of-court consumer dispute resolution. The entity having the subject-matter jurisdiction for the out-of-court resolution of consumer disputes is, in particular, the Czech Trade Inspection Authority (website: www.coi.cz); the Ministry of Industry and Trade maintains a list of entities for out-of-court consumer dispute resolution. The legal regulation of out-of-court resolution of consumer disputes is provided, in particular, in Section 20d et seq. of the Consumer Protection Act.

5.3. If any provision of the Terms is or becomes invalid or ineffective, then any such invalid provision will be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of any provision is without prejudice to the validity and effectiveness of the remaining provisions.

5.4. These Terms come into effect on 1 March 2023.