

Terms of Access and Use of the termino.eu Website

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, entered in the Commercial Register maintained by the Municipal Court in Prague, File No. C 166961 (hereinafter "Slevomat.cz") operates and manages the Termino online booking system located at: <https://www.termino.eu/> (hereinafter the "Termino Website") 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 Website (hereinafter the "Terms") regulate the rights and obligations of persons using the Termino Website functionalities (hereinafter the "User") when accessing and continuing to use the Termino Website.
- 1.3. If the User is an individual and uses the Termino Website 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 accessing the Termino Website, 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 Website. 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 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 WEBSITE

- 2.1. Access to and use of the Termino Website 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 Website (i.e., costs of internet connection, etc.).
- 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 Website 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 Termino Website, nor the safety and security of other websites and/or services linked via the Termino Website. Slevomat.cz is not liable for any damage caused to the User in the implementation of access to and use of the Termino Website, damage caused by disruptions in operation, malfunction of the Termino 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 on the Termino Website may cause the User to leave the Termino 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 Website at any time.
- 2.6. The User is liable for any damage caused by unauthorised interference by the User in the Termino Website or the system that facilitates the transmission from the Termino Website to third parties.

3. COPYRIGHT

- 3.1. Slevomat.cz is the owner of the Termino Website.
- 3.2. The Termino Website is a copyrighted work pursuant to Act No. 121/2000 Sb., the Copyright Act, as amended. Slevomat.cz exercises all proprietary rights with regard to the Termino Website.
- 3.3. The contents of the Termino Website cannot be retained, modified or distributed, and no other proprietary rights may be exercised with respect to the contents of the Termino Website 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 Website and fully understands and agrees to them.

4.2. When using the Termino Website, 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 Website in violation of these Terms;
- (ii) commercially exploit any part of the Termino Website 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 Website, or even attempt to disrupt the stability or operation of or data in the Termino Website;
- (iv) use mechanisms, software or other procedures that could adversely affect the operation of the Termino Website. The Termino Website 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.

4.3. Notwithstanding any other provision of these Terms, the User undertakes not to use the Termino Website 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 Website are governed by the laws of the Czech Republic, regardless of from where the Termino Website has 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.