

DEFINITION OF BASIC TERMS

- a) **Acceptance** means the acceptance of the proposed contract by paying the Advance or the Price specified in the Confirmation E-mail.
- b) **Price** is the monetary expression of the value of provided Services that is current on the date of the Contract or its later amendment.
- c) **Remote Communication** means the communication between the Parties via phone, e-mail, the Web Form or the Website.
- d) **Data Subject** is, for the purposes of the Personal Data Protection Act, the Purchaser if he/she is a natural person or a natural person - entrepreneur within the scope of the personal data that do not relate to the identity of the entrepreneur (e.g. personal e-mail, phone number, permanent residence address other than the place of business registered in the relevant register, etc.).
- e) **Advance** means the advance in the form of a part of the Price, used as the financial guarantee by the Purchaser.
- f) **Confirmation E-mail** means the preliminary confirmation of availability of the Services covered by the Purchase Order, including any payment and other information.
- g) **Purchaser** means the natural person - entrepreneur or a person authorised by the legal person who created the Purchase Order and entered with the Seller into the Contract providing for the provision of a Service.
- h) **Purchase Order** means a written specification of a Service, including any modifications agreed before the entering into of the Contract.
- i) **Entitled Person** is a person who is supposed to be provided a Service; for the purposes of performance of the Contract, if there are several Entitled Persons, those Entitled Persons are also designated as a "Group".
- j) **Seller** means VOX spol. s r.o., with its registered office at Miletičova 21, 821 08 Bratislava, Slovak Republic, Identification number: 35806508, VAT Identification No.: SK2020282154.
- k) **Data Controller** means, for the purposes of the Personal Data Protection Act, the Seller.
- l) **Complaint** means the submission of the Purchaser addressed to the Seller whereby the Purchaser enforces the right arising out of the liability for defects of the provided Service.
- m) **Complaints Rules** means the provisions regulating the course of action to be taken by the Seller and the Purchaser when making a Complaint in respect of a Service if the Purchaser has justified reasons to exercise the rights arising out of the liability for defects. Complaints Rules are part of these GTCs and are published also on the Website www.voxtravel.com.
- n) **Service** means the provision of catering services, leisure activities (recreation or sporting activities), lodging, transport, or other performance that is provided individually or in a mutual combination, in the quantity and within the scope specified by the Purchaser or within the minimum scope or in the minimum quantity specified by the Seller.
- o) **GTCs** means these general terms and conditions providing for the legal relations when selling and providing Services.
- p) **Force Majeure** means all facts or obstacles that are independent of the will of a Party and that could not have been reasonably expected to have been anticipated by the Party at the time of the Contract or those facts or obstacles or their consequences averted or overcome. Any unforeseeable facts (or foreseeable, but unavoidable by the Seller) affecting the provision of a Service, such as strikes, disasters, accidents having the nature of natural disasters, power outages, emergencies, epidemics, defence emergency of a country, and other public authority measures, etc., are also considered to constitute force majeure.
- q) **Web Form** means the electronic form on the Website used to create and send a written Purchase Order to the Seller.
- r) **Website** means the website www.voxtravel.com, which also serves as a catalogue of Services.
- s) **Personal Data Protection Act** means Act No. 122/2013 Coll. on Protection of Personal Data, Amending and Supplementing Certain Acts, as amended by Act No. 84/2014 Coll..
- t) **Contractual Documentation** means these GTCs, the Purchase Order, the Confirmation E-mail, the Contract, the Price List, the Complaints Rules, the Privacy Policy and other written documents and acts of the Parties associated with the Contract and its performance.
- u) **Party** means the Seller or the Purchaser.
- v) **Contract** means a contract entered into between the Seller and the Purchaser acting as business entities - entrepreneurs providing for the obligation of the Seller to provide a Service on the basis of the Purchase Order of the Purchaser and for the obligation of the Purchaser to pay the full Price.

PROVISIONS ABOUT PROVISION OF SERVICES

1 INTRODUCTORY PROVISIONS

1.1 These GTCs provide in particular for the mutual rights and obligations associated with the Contract, provision of the Services, complaints in respect of the Services and communication between the Parties. These GTCs apply exclusively to Contracts entered into with entrepreneurs.

1.2 These GTCs apply exclusively to Contracts providing for a Service or a combination of Services.

2 RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1 The Seller shall in particular be entitled to a timely and full payment of the Advance for, and the Price of, the Services.

2.2 The Seller reserves the right to determine the minimum numbers of Entitled Persons and at the same time condition the entering into of the Contract by the minimum number of persons so determined; the Purchaser is not entitled to a refund of the part of the Price corresponding to the actual number of persons who were ultimately provided with the Service.

2.3 The Seller may adjust the time schedule or change the place or the person providing the Service. If the Service specified in the Contract cannot be provided for objective reasons, the Seller reserves the right to provide an alternative performance adequately corresponding to the Service originally ordered (an organisational change).

2.4 The Seller reserves the right to exclude any persons exceeding the number of persons specified in the Contract from the provision of a Service.

2.5 The Seller may suspend or terminate the provision of a Service without any compensation for the Purchaser or the Entitled Person especially if:

- a) the number of persons is exceeded under clause 2.4,
- b) the Entitled Persons violate the principles of morality, civility or are under the influence of alcohol or other physical or mental indisposition threatening the security, health or property of the relevant person or making it impossible to provide the Service,

c) the Entitled Persons do not comply with security or operation rules of the relevant Service,

d) the Entitled Persons are consciously damaging the property of the Seller or the person providing the Service.

2.6 The Seller shall in particular:

a) provide the Service in a timely and effective manner, in the usual quality, within the scope, in the quantity and nature specified by the Contract,

b) provide the Purchaser with all information and documents associated with the performance of the Contract and the provision of the Services, including the assistance and help immediately associated with the performance of the Contract, to a reasonable extent,

c) provide the Purchaser with a proper settlement of the Advance and the Price in the form of a written invoice or another confirmation,

d) inform the Purchaser about any changes in the GTCs, the Complaints Rules as well as other documents and facts material for the performance of the Contract; to fulfil this obligation, it is sufficient to publish the relevant documents and their changes on the Website or to personally announce the organisational changes.

2.7 The Purchaser shall in particular pay the Advance and the Price provided for by the Contract in a timely and effective manner.

2.8 The Entitled Person shall:

a) proceed so as to prevent the occurrence of any damage or any harm to the rights and property of other persons,

b) follow the instructions of the Seller, the person authorised by the Seller or the person providing a Service, throughout the entire process of provision of the Service,

c) arrive to the place of provision of the Service on time,

d) pay the damage caused to the property of the Seller or the person providing the Service or pay the harm caused to health and life.

2.9 If a lodging Service is provided, the Purchaser shall, when requested to do so, submit the payment card and the identification document for the purpose

of lodging, provide an advance covering the potential damage to the property, as well as deposit all valuables and property of significant value to a safe box. The Purchaser shall also pay to the provider of lodging all costs associated with any services provided in excess of the scope of the Contract as well as all costs associated with the damage caused to the property of the provider of lodging. The provision of this clause applies also to the Entitled Persons.

2.10 In addition to the rights already mentioned in these GTCs, the Purchaser and the Entitled Persons are entitled to:

a) the provision of the Service within the scope and at the time agreed in the Contract and for the agreed Price,

b) a free-of-charge removal of defects associated with the provision of the Service that were not caused by the Purchaser and for which the Seller is liable under the applicable law or that the Purchaser legitimately claims in the Complaint,

c) the fulfilment of the obligations of the Seller under these GTCs.

2.11 The right of the Purchaser and the Entitled Persons to the provision of the Service applies solely to the time and date provided by the Contract or its later amendments to which the Parties consented.

3 PURCHASE ORDER

3.1 A Service is ordered via the Web Form, e-mail or phone. By creating a Purchase Order, the Purchaser expresses his/her consent with these GTCs and other contractual documentation, and represents to have reached 18 years of age; a failure to fulfilment this provision shall result in the refusal to enter into the Contract or to its invalidity; if the Purchase Order is created by phone, the Seller will confirm its receipt by delivering the Confirmation E-mail to the electronic address of the Purchaser.

3.2 The creation and dispatch of the Purchase Order via the Web Form require the creation of a user account on the Website where the Purchaser shall provide his or her personal information, contact information and country of origin. This information is part of the Purchase Order and serves to identify the Purchaser.

3.3 In the Purchase Order, the Purchaser shall specify the particular Service and at the same time specify:

- a) the number of the Entitled Persons to be provided with the Service,
 - b) the date and time of its provision,
 - c) other facts crucial for the entering into and performance of the Contract or required by the Seller.
- 3.4 In the Purchase Order, the Purchaser may always specify only the number of persons that is identical or exceeds the minimal number specified by the Seller for each Service separately.
- 3.5 After the Purchase Order has been sent by e-mail or through the Web Form, the Seller shall confirm its receipt and verify the availability of the relevant Service. If the Purchase Order is made via phone, the entire process of verification of availability of the Services shall take place by phone or e-mail. The Seller shall first familiarise itself with the content of the Purchase Order and verify the availability of relevant Services. Then, the Seller shall send the Confirmation E-mail to the Purchaser; the Confirmation E-mail shall be sent at all times, even if the Services were ordered via phone.
- 3.6 If the Seller makes any changes and proposals changing the original Purchase Order, the Seller shall notify the Purchaser of those changes and request the Purchaser to consent to those changes.
- 3.7 If the Service is available in accordance with information specified in the Purchase Order or in accordance with its changes, the Seller shall send the Confirmation E-mail to the Purchaser part of which shall be in particular the statement of the Advance, and the Price and its maturity date in the form of the attached invoice, these GTCs as well as all documents, data and information required for the provision of the Service. The Purchaser shall familiarise himself/herself with its content; no claims and complaints associated with information incorrectly entered by the Purchaser will be accepted; likewise, no liability for any damage or claims by the Purchaser and the Entitled Persons shall arise to the Seller. In the case of each Contract, the Services shall be provided at the agreed time or within the agreed period of time.
- 3.8 The Contract shall become binding only upon its Acceptance in the form of a timely payment of the full amount of the Advance or the Price, on the basis of the information specified in the Confirmation E-mail or in the attached invoice. Subsequently, the Seller shall confirm the availability of the Service and its provision with binding effect. Upon Acceptance, the Purchase Order together with information specified in the Confirmation E-mail shall become the Contract. If the Advance determined on the basis of the Confirmation E-mail represents only certain part of the Price, the Purchaser shall pay the remaining part of the Price until the date specified in the Confirmation E-mail or in the attached invoice. If the payment is not made until the specified date, the Seller may terminate the Contract and keep the Advance.
- 3.9 Until the moment of Acceptance, the Seller shall not guarantee the availability of the ordered Services.
- 3.10 The rights and obligations arising out of the Contract shall always apply to the Purchaser who created and sent the Purchase Order to the Seller, even if the Service is to be provided to several Entitled Persons who did not create the Purchase Order. These persons are entitled to be provided the Service, but the obligation to pay the Price shall rest exclusively with the Purchaser.
- 3.11 In connection with the Contract, the Purchaser may contact the Seller via the electronic contact form, phone or e-mail specified on the Website.
- 3.12 The Seller shall inform the Purchaser about any changes associated with the provision of the Service.
- 3.13 After the Contract has been entered into, the Seller may agree to make the amendments required by the Purchaser at the time before the beginning of provision of a Service if the Purchaser requested that sufficiently in advance. The Seller shall inform the Purchaser about its decision on the approval or dismissal of the required amendments by sending an e-mail to the electronic mail address of the Purchaser.
- 4 PROVISION OF THE SERVICE**
- 4.1 The Seller shall provide for the provision of the Service at the place and time specified in the Contract or mutually agreed by the Parties as well as for the provision of all necessary security equipment and accessories associated with the provision of the Service.
- 4.2 The Services shall always be provided within the scope, in the quality and for the benefit of the number of persons agreed in the Contract. If the Service shall be provided within a specific period of time, the provision of that Service shall end by the lapse of that period of time.
- 4.3 By beginning to use the Service, the Purchaser and the Entitled Persons represent that they act on their own responsibility, danger and risk associated with causing damage to their own property or harm to their life and health.
- 4.4 If the Purchaser fails to use the Service within the period of time set for its provision or fails to satisfy any other condition associated with its provision, the Purchaser shall not be entitled to a refund of the Price that he/she has paid for the relevant Service.
- 4.5 A Service shall be considered as provided:
- a) at the moment of provision of all ordered performances specified in the Contract,
 - b) upon the provision of an alternative performance adequately corresponding to the originally ordered Service or upon the provision of otherwise agreed alternative performance,
 - c) by the lapse of the period of time reserved for the provision of the Service,
 - d) by the absence of the Entitled Persons that was not caused by the Seller,
 - e) by the absence of the Entitled Person or his/her refusal to participate in the provision of the Service due to his/her physical or mental state that makes the Entitled Person incapable of being provided with the Service or due to a breach of legal regulations or a failure to comply with the instructions associated with the provision of the Service.
- This shall be without prejudice to clause 2.5.
- 4.6 If the manner of provision of a Service is inconsistent with hygienic, security or other conditions stipulated by the laws of the country where it is provided, the Seller may terminate the provision of the Service and at the same time it shall afford the Purchaser the right to the provision of an alternative Service or the right to a refund of the aliquot part of the Price corresponding to the scope of the Services that has not been provided in this respect; the above mentioned shall be deemed as remediable defect.
- 4.7 The Seller reserves the right to provide alternative Services, amend the Contract or terminate the Contract if the provision of the Services becomes hindered by Force Majeure. If the Contract is

terminated, the Seller shall return to the Purchaser the Price and all payments associated with the Contract.

5 INVOICING AND PAYMENT TERMS

5.1 The Advance and the Price shall be paid by a wire transfer via bank transfer or a MasterCard or VISA payment card, or in another manner specified in the Confirmation E-mail; they shall be payable in the currency determined in the Contract in EUR, British pounds or Czech crowns. The Seller shall not be liable for the costs of the Purchaser associated with the change of exchange rates or payment of handling fees associated with the wire transfer.

5.2 The Advance and the Price shall be determined on the basis of the final Confirmation E-mail and the attached invoice.

5.3 The failure to pay the Price on or before the maturity date may result in the termination of the Contract by the Seller and retention of the Advance as a handling fee associated with the procurement of the Services.

5.4 The Price shall include only the performances specified in the Contract. Any performances in excess of the scope of the Contract (extra beverages, food, or other services) must be paid for separately.

6 LIABILITY FOR DEFECTS

6.1 The Seller shall be liable for defective, incorrect or low quality Services that were discovered by the Purchaser or the Entitled Persons during the time of their provision.

6.2 If defects are discovered, the Purchaser or the Entitled Person shall immediately report them to the person providing the Service and request their remedy. At the same time, the Purchaser shall decline the provision of the Service suffering from defects.

6.3 If the person providing the Service fails to provide for a remedy, the Purchaser may complain or submit a Complaint with the Seller.

6.4 If the Purchaser or the Entitled Person uses the provided Services despite asserting their defective nature, he/she waives the right to submit the Complaint, and the provision of the Service shall be considered accepted by the Purchaser without reservations.

6.5 In the case of defects associated with lodging, the Purchaser or the Entitled Person shall immediately submit a

Complaint directly with the lodging facility.

6.6 Shortcomings consisting in subjective assessment or personal preference of the Purchaser or the Entitled Person shall not be considered defects.

6.7 Details regarding the submission of a Complaint and manners of its resolution are specified in clause 7 of the Complaints Rules.

7 COMPLAINTS RULES

7.1 If the Service has been provided in a defective or incorrect manner, the Purchaser may submit a Complaint whereby he/she demands that the defects and shortcomings be remedied.

7.2 The Purchaser may submit the Complaint by contacting the Seller via e-mail, phone or at the registered office of its company.

7.3 The Complaint shall contain in particular the identification of the Purchaser, specification of the Service covered by the Complaint, information about the nature of the defect and what right is the Purchaser exercising.

7.4 If the defect has been established, the Purchaser may, taking into account the nature of the defect, in particular rescind the Contract and shall be entitled to a refund of an aliquot part of the Price in the amount corresponding to the extent of the defect, shall be entitled to an adequate discount of the Price or the right to be provided an alternative Service (manner of resolving the Complaint). Otherwise, the Seller shall dismiss the Complaint as unjustified.

7.5 The Purchaser shall submit the Complaint within 10 (ten) days from the anticipated end of provision of the Service, otherwise his/her right shall cease to exist.

8 DISCLAIMER

8.1 The Seller shall not be liable for:

a) any damage to property or harm to health and life caused in connection with the provision of the Services,

b) any non-provision of the Services caused by the fault of the Entitled Persons or by a failure to comply with the obligations arising from the Contract,

c) compliance with hygienic, security or other standards by the person providing the Service or by the Entitled Persons,

d) any harm caused by the Force Majeure, except for under clause 4.7,

e) any damage caused by things brought in or things laid aside.

9 JOINT AND FINAL PROVISIONS

9.1 In connection with the Contract, the Purchaser may contact the Seller via the electronic contact form, phone or e-mail specified on the Website.

9.2 The Seller shall inform the Purchaser about any changes associated with the Contract.

9.3 Legal relations between the Seller and the Purchaser shall be governed by these GTCs, the Contract, the Purchase Order, the Prices valid at the date of the Contract, other Contractual Documentation and the generally binding legal regulations of the Slovak Republic.

9.4 The GTCs shall be valid and binding from the date on which they were made public by the Seller. The GTCs shall be made public on the Website. The Seller reserves the right to cancel, amend, adjust and replace them with new GTCs at its own discretion providing that the GTCs valid at the time of the Contract apply to the already entered-into Contracts.

9.5 The Data Controller provides the Data Subject, before acquiring the personal data of the Data Subject, with the information pursuant to Section 15(1) of the Personal Data Protection Act through the separate document "Protection of Personal Data" published on its web page www.voxtravel.com.

9.6 If any provision of the GTCs becomes invalid, ineffective or unenforceable to the specified extent, other provisions unaffected by this invalidity, ineffectiveness or unenforceability shall remain fully valid. In such a case, the Seller shall replace the affected provision with a valid, effective and enforceable provision that will differ to the smallest possible degree from the principles agreed in these GTCs, while preserving the economic and legal purpose and meaning of the replaced provision.

9.7 The GTCs are, together with other Contractual Documentation, part of the Contract. By entering into the invalid, ineffective or unenforceable, the Purchaser consents to these GTCs and all Contractual Documentation.

9.8 The supervision authority of the Seller shall be:

Inspectorate of the Slovak Trade Inspection for the Bratislava Region (*Inšpektorát SOI pre Bratislavský kraj*)

Supervision Performance Department
(*Odbor výkonu dozoru*)
Prievozká 32, P.O. Box 5
820 07 Bratislava 27
Slovak Republic.

Effective as of: 11 December 2017
