

General Terms and Conditions of Business and Payment of Avantgarde Prague DMC s.r.o. (“Terms and Conditions”)

1. Introductory provisions

Avantgarde Prague DMC s.r.o. travel agency (“AGP”) provides tourism services, excursions and other related services (“**Services**”). In certain cases, AGP provides services directly to customers; in other cases, it does so through its contractual partners – third parties (“**Service Providers**”), among others via its websites, www.avantgarde-prague.cz, including the domains .com, .fr, .de, .co.uk, .it, .es, .pt, .com.br, .at, .be, .ch, .eu, .and .ru websites (the “**Websites**”).

2. Establishment of contractual relationship

- a. Through its Websites and Client Service, AGP makes it possible for its customers to conclude contracts with third parties for services provided by the latter.
- b. AGP is a travel intermediary for three types of service. In each category, the contract is concluded differently. AGP offers the following types of services: (i) those for which the customer may conclude a contract directly on the AGP Websites (“**On-line Services**”); (ii) services that the customer may select on the Websites but are subject to subsequent confirmation by the AGP Client Service of the availability and conditions of providing such services (“**Services to be Verified**”); and (iii) services that the customer concludes directly with the AGP Client Service (“**Other Services**”).
- c. A contract for On-line Services between the customer and the Service provider is concluded when the customer pays for the On-line Services, which it adds to the shopping cart.
- d. For Services to be Verified, a contract between the customer and the Service Provider is concluded as follows. The customer adds the selected services to the shopping cart and clicks on “Confirm Order and Pay”. By doing so, the customer sends a request about the service availability at the date specified. Within 24 hours, the AGP Client Service shall contact the customer by e-mail to confirm the order. Alternatively, the Client Service shall inform the customer that the order was unsuccessful and, if necessary, propose an alternative offer (If the customer is not contacted within the specified deadline,

the service is deemed to be unavailable). Should availability be confirmed, the e-mail shall contain information about how long the offer is valid, about payment and conditions, and a link taking the customer to the shopping cart on the Websites. The shopping cart shall contain a list of the confirmed services and their final price in the chosen currency. The contract between the customer and the Service Provider is concluded when the customer pays for the services contained in the shopping cart, via the Websites.

- e. The procedure for concluding the contract between the customer and the Service Provider on delivering the Services to be Verified, specified under point d) above, shall not apply if the customer adds On-line Services to the shopping cart in addition to the Services to be Verified. In such an instance, the contract between the customer and the Service Provider on the delivery of Services to be Verified is not concluded upon their payment via the Websites, but when the customer receives an e-mail from the AGP Client Service confirming the order. Should the customer not receive such a confirmation e-mail within 24 hours of payment for the Services to be Verified, the customer shall assume that the Verified Service is unavailable and that the Service Provider declined to provide such services. In such a case, AGP shall reimburse the customer the amount in full within three working days from when the customer purchased the Services to be Verified, via the Websites.
- f. Contracts on the Supply of Other Services between the customers and the Service Providers are concluded via the AGP Client Service. To enable such contracts to be concluded, the AGP Client Service must obtain the customer's consent by e-mail to the offer AGP made in response to the customer's order by e-mail or telephone, and the customer must pay by bank transfer for the services ordered or pay the first agreed instalment. The contract is deemed to be concluded when the payment is credited to the AGP account or collected from the Customer in cash at the AGP office ("**Direct Contracts**"). Direct Contracts can also be concluded in person at the AGP office, either verbally or by providing written consent to the offer of the AGP Client Service. In such a case, the contract is deemed to be concluded when the full price is paid at the AGP office or the first agreed deposit is paid, either in cash, via a payment terminal, or through a payment gateway on the Websites.
- g. For certain services, i.e. accommodation or tickets for performances, AGP as the travel intermediary does not conclude a contract directly

with the Service Provider but with an intermediary representing the Service Provider. Such an intermediary may set additional conditions for contracts for such services.

- h. For services AGP provides directly, information about the service provider is specified in the offer. A contract on the delivery of such services is concluded in the same way as set out in these Terms and Conditions for concluding contracts on the provision of services by third parties.
- i. Within 24 hours of conclusion of the contract between the customer and the Service Provider or between the customer and AGP, the customer shall receive an e-mail from AGP with a voucher or booking confirmation. The confirmation states that the contract has been concluded and contains the terms of the booked service, which were already specified in the accepted offer.

3. Price and payment method

The default prices for services on the Websites are quoted in CZK, and conversions to other currencies available on the Websites (EUR, USD, GBP and CHF) are based on the current daily exchange rate (foreign exchange – buy) of Raiffeisenbank a.s. (Czech Republic).

a. Payment via Websites

The amount debited to the customer's account upon conclusion of the contract is either in CZK or in the currency the customer selected based on the current daily exchange rate (foreign exchange – buy) selected by Raiffeisenbank a.s. (Czech Republic) as at the date when the amount was debited to the customer's account.

Payments through a payment gateway on the Websites can only be made using MasterCard or VISA payment cards.

b. Payment by bank transfer

For Other Services and for Verification Services, payments may be made by bank transfer. In the service offer issued in accordance with Article 2 (d) or (f) of the Terms and Conditions, the AGP Client Service shall specify the final price in the currency selected by the customer (CZK, EUR, USD, GBP or CHF) and details of the AGP account to which the amount (final price) should be transferred.

For payments made by bank transfer, both parties shall allocate the bank fees so that each party pays the fees of its respective bank.

c. Cash payments

Cash payments are accepted by the AGP in Czech crowns or euro, and only in Direct Contracts concluded in person at the AGP office at: Jáchymova 63/1, Praha 1, Staré Město, 110 00, Czech Republic.

d. VAT

Under Act No. 235/2004 on Value Added Tax, as amended (the “**VAT Act**”), AGP reserves the right to apply a special VAT scheme to travel services, under the provisions of Section 89. Should the VAT Act be subject to amendment, AGP shall proceed accordingly. Under the VAT Act, the intermediary is not obligated under the provisions of Section 89 to include the VAT calculation on documents issued by AGP. The final customer is not entitled to deduct VAT unless it has valid VAT registration in the Czech Republic.

4. Payment conditions

Unless otherwise stated, payments for the services ordered by the customer must be made in advance, in accordance with the following provisions:

- a. For On-line Services and Services to be Verified for which a payment is made through a payment gateway on the Websites, a payment of 100% is a requirement for concluding a contract with the provider of such services.
- b. For Services to be Verified for which payment is made by wire transfer, and for Other Services, the following applies:
 - i. In INDIVIDUAL Orders (applicable to individuals or groups of 2-9 persons (“**INDIVIDUAL Orders**”), AGP requires payment of 100% of the total price of all the services, no later than the 14 days before the service is to be supplied or, if several services are provided, before the first of them is to be delivered.
 - ii. In GROUP Orders (applies to groups of 10 or more persons (“**GROUP Orders**”)) AGP requires:
 1. A deposit of 80% of the total price of the services ordered, which shall be credited to the account of AGP no later than 38 days before the service is to be supplied, which should be the first of all the services ordered to be supplied.
 2. Payment of the balance of 20% of the final invoiced amount, due up to 14 days from the date of issue of an invoice, or by electronic delivery to the customer in PDF format by e-mail.

5. Termination and cancellation fee

- a. The customer may withdraw from a contract with a third party (Service Provider) concluded through AGP as an intermediary, in full or in part without any reasons, but only if not prohibited by the conditions of the Service Provider. These conditions are always specified as part of the service offer, or a link to them is provided. Any customer deciding to withdraw from the contract shall be obligated to pay a cancellation fee, and the amount shall be determined by this contract.
- b. All notices of contract termination (“**Cancellation Notice**”) regarding cancellation in full or in part shall always be provided by the customer in writing by e-mail. The binding date for determining the cancellation fee is regarded as the date of delivery of the Cancellation Notice to the Client Service of AGP. The amounts of the cancellation fees are defined as follows:
 - i. Cancellation fees for cancellation of INDIVIDUAL Orders, unless specified otherwise in the specific offer:

Accommodation:

 1. No cancellation fee when cancelling up to 14.00 local time, no later than three days before the agreed commence date of the service. This applies for a cancellation of no more than 3 rooms. The cancellation fees for cancelling 4 or more rooms are calculated based on the cancellation conditions for GROUP Orders.
 2. 100% of the accommodation price for 1 night when cancelling after 14.00 local time, three days before the agreed commencement date of the service.

Other services (excluding cultural performances):

 3. Without charge for a cancellation up to 12.00 local time on the day before the service is due to be supplied.
 4. 100% of the full price for a cancellation after 12.00 local time on the day before the service is due to be supplied.

Performances (concerts and theatre):

 5. 100% of the full price of the service.
 - ii. Cancellation fees applying to cancellation of GROUP Orders, relating to all services ordered, including accommodation, unless specified in the particular offer:

1. For cancellation 38–21 days before the agreed commencement date of the services: 30% of the total price of the services.
 2. For cancellation 20–15 days before the agreed commencement date of the services: 50% of the total price of the services.
 3. For cancellation 14–8 days before the agreed commencement date of the services: 80% of the total price of the services.
 4. For cancellation 7 days or less before the agreed commencement date of the services: 100% of the total price of the services.
- iii. Cancellation conditions applying to partial cancellation of GROUP Orders:
1. A partial cancellation may be requested only for services where there is a fixed specified price per person (hotel rooms, admission fees, menu prices, transport, and such like). For services in which the price is set for the whole group (guided tours, transfers, hire of rooms, entertainment, and such like), the entitlement to a partial Cancellation does not apply
 2. In a partial cancellation of up to 10% of the total number of persons in the group, made no later than 48 hours before the agreed commencement date of the services, AGP does not charge a cancellation fee.
 3. In a partial cancellation of up to 10% of the total number of persons in the group, made no later than 48 hours before the agreed commencement date of the services, AGP charges a cancellation fee of 100%.
- iv. Cancellation fees applying to cancellation of GROUP Orders relating to cultural performances (concerts and theatre): the cancellation fee is charged at 100% of the price.
- c. Any commission due to AGP specified in the offer as a booking fee is non-refundable should the customer withdraw from the contract.

6. Liability of AGP

- a. AGP is not a party in the relationship between the customer and the contractual partners of AGP – third-party service providers.
- b. AGP does not assume any liability for any damage suffered by the customer relating to the provision of services by third parties.
- c. AGP cannot guarantee the veracity and completeness of the description of services arranged through it. In the presentation of

such services, it uses information given solely by the Service Provider to AGP.

- d. AGP cannot guarantee that the services shall be provided to the customer in the form agreed with the supplier or that they shall be supplied to the customer. AGP accepts no liability for any breach of the contract by the Service Provider.
- e. Any claims made by the customer for damage arising from service delivery must be referred to the Service Provider.
- f. AGP does not accept any responsibility for the content of the offers of other Service Providers on its Websites or for any infringement committed by Service Providers through their offers (intellectual property rights, personal rights, etc.).
- g. If services resold by AGP were not provided, AGP shall return the booking fee paid by the customer for concluding the contract, within one month of receipt of the customer's request for the fee. The customer may submit the request no later than six months from when service provision should have been terminated.
- h. AGP shall provide co-operation with the customer in resolving any complaint, should the customer so request.
- i. AGP does not assume any responsibility for returning a payment arranged through AGP to the Service Provider.
- j. If the Service Provider fails to deliver the services to the customer in accordance with the concluded contract, AGP is not obligated to ensure alternative services for the customer.
- k. The provision of services arranged through AGP may also be subject to the Service Provider's general commercial conditions or specific conditions.

7. Final provisions

- a. These General Terms and Conditions, as well as the relationship between the customer and the relationship of AGP in arranging the services, are governed by the provisions of Czech law.
- b. If any of the provisions of these Terms and Conditions is held invalid, the remaining provisions shall not in any way be affected.
- c. The provisions of Section 557, Section 1728(2), Section 1740(3), Section 1793, Section 1912(1) and Sections 2446 to 2453 of Act 89/201, the Civil Code, as amended, shall not apply to the relationship between the customer and AGP, on which these Terms and Conditions are based.

8. Privacy protection

- a. AGP shall, in connection with the arrangement of services on the basis of these Terms and Conditions, manage, process and store safely information of the customers, which provided their consent in a separate document.
- b. Should the customer provide AGP with personal information about third parties, the customer declares that the relevant persons were informed about such disclosure and that they grant their consent to AGP to manage, process and store safely data held by AGP in connection with the activities anticipated in these Terms and Conditions. The customer promises AGP that it shall compensate AGP for any damage arising to AGP should any information declared the customer in this article be false.

These Terms and Conditions are valid as of 1 June 2019