

Terms and Conditions

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.

Price is the monetary expression of the value of separately provided Services or a Tour 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.

e) Advance means the advance in the form of a part of the Price determined by the Seller, used as the financial guarantee by the Purchaser.

f) Confirmation E-mail means the preliminary confirmation of availability of a Tour or Services covered by the Purchase Order, including any payment and other information.

g) Purchaser means the natural person (consumer) who created the Purchase Order and entered with the Seller into the Contract providing for the procurement of a Tour or the provision of a Service; for the purposes of performance of the Contract, the Purchaser is also designated as the "Leader" or the "Group Leader".

h) Purchase Order means a written specification of a Tour or a Service, including any modifications agreed before the entering into of the Contract.

i) Entitled Person is a person who is supposed to participate in a Tour or 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 JULIET TRAVEL AGENCY spol. s r.o., with its registered office at Štúrová 34, 949 01 Nitra, Slovak Republic, Identification number: 50 004 816, VAT Identification No.: 2120177037

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 a Tour or 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 Tour or 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.juliet-travel.com.

n) Service means a separate provision of catering services, leisure activities (recreation or sporting activities), lodging, transport, or other performance that is provided individually, 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) Consumer means a natural person who, when entering into a Contract and during its performance, does not act within the scope of his/her business, other commercial activity, employment or occupation; the applicable mandatory provisions regarding the protection of consumers apply to this person.

p) GTCs means these general terms and conditions providing for the legal relations when selling and providing Services and Tours.

q) 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.

r) Web Form means the electronic form on the Website used to create and send a written Purchase Order to the Seller.

s) Website means the website www.juliet-travel.com, which also serves as a catalogue of Tours and separate Services.

t) Tour means a combination of at least two of the following Services:

a) transport

b) lodging

c) leisure activity or catering services.

u) 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..

v) 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.

- w) Party means the Seller or the Purchaser.
- x) Contract means a contract entered into between the Seller and the Purchaser providing for the obligation of the Seller to provide a Tour or a Service on the basis of the Purchase Order of the Purchaser and for the obligation of the Purchaser to pay the full Price.

PART I

PROVISIONS ABOUT PROVISION OF SEPARATE SERVICES

1. Introductory provisions

1.1 This Part of the GTCs provides 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.

1.2 This part of the GTCs applies exclusively to the consumer Contracts that do not provide for the provision of a combination of Services in the form of a Tour. In such a case, the Contract shall be governed by the provisions providing for the Tours.

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, 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, 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 Acceptation, 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 The Purchaser may make amendments and supplementations associated with the Contract if made no later than 31 days before the date of provision of the Service. Details are specified in clause 7 of these GTCs.

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. Rescission of the Contract

6.1 The Purchaser may not rescind the Contract providing for the transport, provision of lodging, a leisure activity or catering services that are to be provided at a specific time or within a specific period.

6.2 If a Contract provides for the provision of a combination of Services, the Purchaser may not rescind the Contract because the combination is a Tour.

6.3 However, the Purchaser may terminate the Contract under clause 7 or in the case of a Tour, under the provisions on Tours specified in Part II.

7. Termination and amendment of the Contract

7.1 The Purchaser may terminate or amend the Contract, providing that the Purchaser requested that no later than 31 days before the date of the anticipated provision of the Services; in that case, the Seller may consent to the amendment of the Contract or retain the Advance if the Contract has been terminated.

7.2 If the Contract is terminated or amended within a period of time shorter than that under the first sentence of clause 7.1, the Seller shall be entitled to the full amount of the Price stipulated in the Contract.

7.3 If the Contract is amended on the basis of an agreement of the Parties, the Purchaser shall pay only the Price corresponding to the amendment of the Contract.

8. LIABILITY FOR DEFECTS

8.1 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.

8.2 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.

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

8.4 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.

8.5 In the case of defects associated with lodging, it is recommended that the Purchaser immediately submit a Complaint directly with the lodging facility.

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

8.7 Details regarding the submission of a Complaint and manners of its resolution are specified in clause 9 of the Complaints Rules.

9. Complaints Rules

9.1 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.

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

9.3 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.

9.4 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.

9.5 After the receipt of the Complaint, the Seller shall determine the manner of its resolution. If the Complaint is not resolved within 30 days from its receipt, the Purchaser may rescind the Contract; the Seller shall provide the Purchaser with a document regarding the resolution of the Complaint.

9.6 By entering into the Contract, the Purchaser declares that he/she familiarised himself/herself with the Complaints Rules, he/she understands their provisions and consents to them.

10. Disclaimer

10.1 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.

PART II PROVISIONS ON TOURS

1. Introductory provisions

1.1 This Part of the provisions of the GTCs provides in particular for the mutual rights and obligations associated with the Contract, on a Tour, complaints in respect of a Tour and communication between the Parties.

1.2 These GTCs shall apply solely to the consumer Contracts on a Tour, but not to the provision of individual Services under a separate Contract. In such a case, the Contract shall be governed by the provisions of Part I of these GTCs.

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 and the Price charged for a Tour.

2.2 The Seller reserves the right to determine the minimum numbers of the Entitled Persons and at the same time condition the entering into of the Contract by the minimum number of persons that shall participate in a Tour under single Contract; the Purchaser is not entitled to a refund of the part

of the Price corresponding to the actual number of persons who ultimately participated in the Tour.

2.3 The Seller may change the time schedule or change the place or person providing a Service that is part of the Tour, providing that the Seller provides for the alternative Services corresponding to the originally agreed Services in the course of the Tour (organisational change).

2.4 The Seller reserves the right to exclude any persons exceeding the number of persons specified in the Contract from the participation in a Service provided as part of a Tour.

2.5 The Seller may suspend or terminate the provision of a particular 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 particular Service of a Tour in a timely and effective manner, in the usual quality, within the scope, in the quantity and nature specified by the Purchase Order,
- b. provide the Purchaser with all information and documents associated with the performance of the Contract and the provision of the Services within the Tour, including assistance, help, contact address and phone number of the Seller's representative whom the Purchaser may contact regarding his/her request for help or with a Complaint,
- 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 and a Tour,
- 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 tour with lodging 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 performances 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.

2.10 In addition to the rights already mentioned in these GTCs, the Purchaser is entitled to:

- a. the provision of a Tour 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 a Tour or its particular 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 be provided with a Service within a Tour shall apply solely to the time and date specified by the Contract or its later amendments to which the Parties consented.2.11

2.12 For the purposes of this Part of the GTCs, the Entitled Person shall have the rights of the Purchaser.

3. Purchase Order

3.1 A Tour 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 combination of Services 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, the Seller shall confirm its receipt and verify the availability of the Tour. 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 Tour was 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 a Tour is available according to the information specified in the Purchase Order or its amendments, the Seller shall send the Confirmation E-mail to the Purchaser part of which shall be in particular the designation of the Parties, the statement of the Advance and the Price and its maturity date in the form of an attached invoice, information about the extent and conditions of insurance of the Tour, the amount of insurance proceeds, the conditions of performance of the claim of the ordering party, the insurer with whom the Seller has insured the Tour as well as all documents, data and information required for the provision of the Service and information

required by law. 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 within a Tour 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. Subsequently, the Seller shall confirm the availability of the Tour and its provision with binding effect. At the moment of Acceptance, the Purchaser Order and data 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 The Seller shall not guarantee the availability of the ordered Tour until the moment of Acceptation.

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 Tour is to be attended by several Entitled Persons who did not create the Purchase Order. These persons are entitled to attend the Tour and be provided the related Services, but the obligation to pay the Price shall rest exclusively with the Purchaser.

3.11 The Purchaser may make amendments and supplementations associated with the Contract if made no later than 31 days before the date of the Tour. Details are specified in clause 6 of these GTCs.

4. PROVISION OF SERVICE

4.1 The Seller shall provide for the provision of a Tour and the related Services 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 Tour shall always be provided within the scope, in the quality and for the benefit of the number of persons agreed in the Contract. If a

particular 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 a Service provided within a Tour, 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 The Tour or the related Service shall be considered 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 Tour or the related 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 Tour or the related 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 Tour or in the provision of the related 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 failure to comply with the instructions associated with the provision of the Service.

This shall be without prejudice to clause 2.5.

4.5 If the manner of provision of a Service within a Tour 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.

4.6 The Seller reserves the right to provide an alternative Tour or its particular Services, amend the Contract or terminate the Contract if the performance of the Contract 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 Tour.

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, directly on site.

6. TERMINATION AND AMENDMENT OF THE CONTRACT

6.1 The Purchaser may rescind or amend the Contract, providing that the Purchaser requested that no later than 31 days before the date of the beginning of the Tour; in that case, the Seller may consent to the amendment of the Contract or retain a contractual penalty commensurate to the Advance if the Contract has been rescinded by the Purchaser.

6.2 The Purchaser may, no later than 31 days before the beginning of a Tour, notify the Seller that another person (substitute) would take part in the Tour instead of the Purchaser; the Purchaser shall attach to the notification also the declaration of the substitute that he/she agrees with the entered-into Contract and that the substitute will comply with and satisfies all agreed conditions for participation in the Tour. Any expenses incurred by the Purchaser in connection with this change as well as the Price of the Tour shall be paid by the Purchaser and his/her substitute jointly and severally. The substitute shall accede to all rights and obligations of the Purchaser.

6.3 If the Contract is terminated or amended within a period of time shorter than that under the first sentence of clause 6.1, the Seller shall be entitled to the full amount of the Price stipulated in the Contract.

6.4 If the Contract is amended on the basis of an agreement of the Parties, the Purchaser shall pay only the Price corresponding to the amendment of the Contract.

6.5 If, pursuant to clause 3.8, the Purchaser fails to pay the full Price after the maturity date despite an additional request of the Seller, the Seller may unilaterally terminate the Contract and keep the Advance as a handling fee associated with the procurement of the Tour.

7. LIABILITY FOR DEFECTS

7.1 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 during a Tour.

7.2 If defects are discovered, the Purchaser or the Entitled Person shall immediately report them to the person providing the Service or a representative of the Seller; and request that the person providing the Service remedy them. The Seller's representative shall draw up a written report on the exercise of the right to remedy a defectively provided Service. The Purchaser and the Entitled Persons shall decline the provision of a Service suffering from defects.

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

7.4 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.

7.5 In the case of defects associated with lodging, it is recommended that the Purchaser immediately submit a Complaint directly with the lodging facility.

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

7.7 Details regarding the submission of a Complaint and manners of its resolution are specified in clause 8 of the Complaints Rules.

8. COMPLAINTS RULES

8.1 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.

8.2 The Purchaser may submit the Complaint in writing, by contacting the Seller via e-mail, phone or at the registered office of its company. For a Complaint to be submitted effectively, it is necessary to submit it with the Seller within 3 (three) months from the date on which the Tour was supposed to end and, the same time, submit a written record under clause 7.2; failure to comply with this condition shall cause termination of the right to submit the Complaint.

8.3 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, the written record under clause 7.2 and what right is the Purchaser exercising.

8.4 If the defect has been established, the Purchaser may, taking into account the nature of the defect, in particular 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 Tour or an alternative Service (manner of resolving the Complaint). Otherwise, the Seller shall dismiss the Complaint as unjustified.

8.5 After the receipt of the Complaint, the Seller shall determine the manner of its resolution. If the Complaint is not resolved within 30 days from its receipt, the Purchaser may rescind the Contract; the Seller shall provide the Purchaser with a document regarding the resolution of the Complaint.

8.6 By entering into the Contract, the Purchaser declares that he/she familiarised himself/herself with the Complaints Rules, he/she understands their provisions and consents to them.

Part III

JOINT AND FINAL PROVISIONS

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

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

1.3 The Purchaser may contact the Seller with a request for remedy if he/she is not satisfied with the manner in which the Seller resolved its Complaint or if he/she believes that the Operator violated his/her rights. The Purchaser may submit an application for an alternative resolution of the dispute with an alternative dispute resolution entity if the Seller rejected his/her request under the preceding sentence or failed to respond to the request within 30 (thirty) days from the date of its dispatch. The Purchaser shall submit the application with the relevant alternative dispute resolution entity, without prejudice to the Purchaser's right to refer the dispute to a court.

The application may also be submitted through the platform for alternative resolution of consumer disputes available at <https://webgate.ec.europa.eu/odr/main/?event=main.home.show>.

Any requests, claims and Complaints of Purchasers may be sent to the correspondence address specified in the heading of these GTCs and to the e-mail address of the Seller.

1.4 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.

1.5 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.

1.6 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.juliet-travel.com.

1.7 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.

1.8 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.

1.9 The supervision authority of the Seller shall be:

Inspectorate of the Slovak Trade Inspection for the Nitra Region

(Inšpektorát SOI pre Nitrianský kraj)

Supervision Performance Department (*Odbor výkonu dozoru*)

Staničná 1567/9,

949 01 Nitra

Slovak Republic.

Effective as of: 12 December 2017