

## GENERAL COMMERCIAL CONDITIONS

of the company  
AELCOMS s.r.o.  
registered seat at Na usedlosti 12, Prague 4, 14700  
identification No.: 29411459  
registered in the Commercial register maintained by the Municipal court of Prague, files No. C 205054,  
for sale of the services via on-line shop placed on the web address [www.eatwithlocals.eu](http://www.eatwithlocals.eu)

### 1. PRELIMINARY PROVISIONS

- 1.1. This General Commercial Conditions (hereinafter referred to as the „**GCC**“) of the company AELCOMS s.r.o., registered seat at Na usedlosti 12, Prague 4, identification No.: 29411459, registered in the Commercial register maintained by the Municipal court of Prague, files No. C 205054 (hereinafter referred to as the „**seller**“) regulate in accordance with the provision § 1751 par. 1 of the Act No. 89/2012 Coll., Civil Code (hereinafter referred to as „**Civil Code**“) mutual rights and obligations of the contractual parties arisen in relation or upon a purchase contract (hereinafter referred to as the „**purchase contract**“) concluded between the seller and other natural person (hereinafter referred to as the „**purchaser**“) via internet shop of the seller. Internet shop is operated by the seller on the website placed on the web address [www.eatwithlocals.eu](http://www.eatwithlocals.eu) (hereinafter referred to as the „**website**“), namely via interface of the website (hereinafter referred to as the „**web interface of the shop**“).
- 1.2. Wording of the GCC can be amended or complemented by the seller. This provision does not affect rights and obligations arisen during force of the previous provision of the GCC.

### 2. SCOPE OF THE SELLER'S BUSINESS ACTIVITY AND ORDERING

- 2.1. As the scope of the seller's business activity shall be considered providing services in the area of gastronomy in form of organizing and realization of the gourmet walks (hereinafter referred to as the „Food tour“ or „Food tours“).
- 2.2. Actual offer of Food tours including their specification and prices is specified on the web interface of the seller's shop.
- 2.3. The Purchaser performs the ordering of Food tour without registration directly from the web interface of the shop.
- 2.4. While ordering of Food tour through web interface of the shop the purchaser is obliged to indicate correctly and truly all requested information. Information specified by the purchaser while ordering of Food tour is considered by the seller to be correct.
- 2.5. The purchaser acknowledges that web interface of the shop and all its functionalities might

not be accessible constantly, especially with regard to the necessary maintenance of the hardware and software equipment of the seller, eventually necessary maintenance of the hardware and software equipment of third parties.

### 3. CONCLUSION OF THE PURCHASE CONTRACT

- 3.1. The entire presentation of Food tours placed on the web interface of the shop has the informative status and the seller is not obliged to conclude the purchase contract regarding these Food tours. The provision § 1732 par. 2 of Civil Code shall not apply.
- 3.2. Web interface of the shop contains information about the offered Food tours. Prices of Food tours are listed including VAT and all related fees. Prices of Food tours remain valid for time when they are shown on the web interface of the shop. This provision does not limit the possibility of the seller to conclude the purchase contract within the individually agreed conditions.
- 3.3. For ordering of Food tour the purchaser fills in the ordering form on the web interface of the shop. The ordering form contains especially the information about the:
  - 3.3.1. ordering person,
  - 3.3.2. ordered Food tour,
  - 3.3.3. purchase price of Food tour and date of Food tour,
  - 3.3.4. allergies, diet restrictions, food restrictions and other similar preferences of the purchaser (hereinafter referred to as the „**order**“).
- 3.4. The purchaser sends the order to the seller by clicking on the button „Order“. The data listed in the order shall be considered by the seller to be correct. The seller with no delay after the receipt of the order confirms this receipt to the purchaser by electronic mail, namely to the address of the purchaser's electronic address specified in the order (hereinafter referred to as the „**purchaser's electronic address**“). Confirmation of the order contains the basic information about the tour, for instance the purchaser's name, his address, the name of the ordered tour and its date, etc.
- 3.5. The contractual relationship between the seller and the purchaser is established by delivery of the order receipt (acceptance) that is sent by the seller to the purchaser by electronic mail, namely to the address of the purchaser's electronic mail.
- 3.6. The purchaser hereby agrees with using of the communication devices at a distance while concluding the purchase contract. Costs incurred to the purchaser when using the communication devices at a distance in relation to conclusion of the purchase contract (costs of the internet connection, costs of phone calls) shall be paid by the purchaser.

#### **4. PRICE OF TOURS AND PAYMENT CONDITIONS**

- 4.1. The price of the individual tours shall be paid by the purchaser to the seller in following ways:
- wire transfer via payment system PayPal;
  - wire transfer by a credit card;
- 4.2. The purchase price of the ordered tour is due immediately after conclusion of the purchase contract between the seller and the purchaser.
- 4.3. The seller shall issue with regard to the payments made upon the purchase contract the tax document – invoice for the purchaser. The seller is the VAT payer. The tax document – invoice shall be issued by the seller for the purchaser after the payment of the tour's purchase price and shall be sent in electronic form to the purchaser's electronic address.

#### **5. PURCHASE CONTRACT WITHDRAWAL**

- 5.1. The Purchaser is in accordance with the provision § 1829 par. 1 of Civil Code entitled to withdraw the purchase contract and require repayment of the paid purchase price fifteen (15) days before the date of the bought tour's realization at least. Purchase contract withdrawal must be sent to the seller in writing in electronic form to the address specified on the website [www.eatwithlocals.eu](http://www.eatwithlocals.eu) in the period stated in the previous clause.
- 5.2. In case of the purchase contract withdrawal in accordance with art. 5.1 of this GCC the purchase contract shall be cancelled from its beginning and the seller agrees in fourteen (14) days from the purchase contract withdrawal to return to the purchaser the whole purchase price.
- 5.3. After lapse of the period stated in the art. 5.1 the purchaser's title for repayment of the purchase price in case of his purchase contract withdrawal expires.
- 5.4. The seller is allowed to withdraw the contract at any time without a reason. In case the purchaser already paid the tour's purchase price, the seller is obliged to return the whole payment to the purchaser.
- 5.5. If the purchase price's transfer to the seller's account is not finished in 12 hours from the moment of the contractual relationship establishment, the seller shall withdraw from the purchase contract automatically and notify this to the purchaser in writing to his electronic address.
- 5.6. In case of financial transfer completion after the period specified in the art. 5.5, the whole purchase price shall be returned to the purchaser by the seller. The seller requires the purchaser's cooperation in order to return the price, especially notification of the name and address of the bank institution of the purchaser, number of his account, eventually other

necessary identification data needed for returning of financial assets in form of the bank transfer or to the purchaser's account at PayPal.

## 6. PERSONAL DATA PROTECTION

- 6.1. Protection of the purchaser's personal data who is a natural person is provided by the Act No. 101/2000 Coll., on personal data protection, as amended.
- 6.2. The purchaser agrees with processing of his personal data he filled in his order at the web interface of the shop, such as for instance name and surname, address of residence, tax identification number, address of the electronic mail, phone number (hereinafter all referred to as the „**personal data**“).
- 6.3. The purchaser hereby agrees with processing of personal data by the seller, namely for purposes of realization of the rights and obligations arising from the purchase contract. If not decided differently by the purchaser, he also agrees with processing of personal data by the seller for purposes of sending the information and business notices to the purchaser. The approval of personal data processing entirely in accordance with this article is not a condition that would restrain from the purchase contract conclusion.
- 6.4. The purchaser acknowledges that he is obliged to indicate his personal data (while ordering from the web interface of the shop) correctly and truly.
- 6.5. Personal data shall be processed for an indefinite time period. Personal data shall be processed in electronic form by the automated method or in the paper form by the unautomated form.
- 6.6. The purchaser hereby confirms that provided personal data are accurate and that he was instructed about the fact that this shall be considered to be voluntary provision of personal data.
- 6.7. In case of the purchaser's assumption on processing of his personal data by the seller in conflict with protection of private and personal life of the purchaser or in conflict with law, especially if personal data are not accurate with respect to the purpose of their processing, the purchaser is allowed to:
  - 6.7.1. ask the seller or the processor for explanation,
  - 6.7.2. require from the seller or the processor to cure this incurred situation.
- 6.8. If the purchaser asks for information regarding his personal data processing, the seller is obliged to provide this information to him. The seller is allowed to require for providing the information according to the previous clause the appropriate refund not exceeding the costs necessary for providing the information.

## **7. SENDING THE BUSINESS NOTICES AND COOKIES STORAGE**

- 7.1. In case of the purchaser's denotation in his order, the purchaser agrees with sending the information related to the goods, services or business of the seller to the electronic address of the purchaser and also the purchaser hereby agrees with sending the business notices by the seller to the purchaser's electronic address.
- 7.2. The purchaser hereby agrees with cookies storage in his computer. In case of purchase possibility on the website and fulfillment of the seller's obligations from the purchase contract without storing the cookies in the purchaser's computer, the purchaser is allowed anytime to cancel his approval according to the previous clause.

## **8. SELLER'S RESPONSIBILITY, WAIVER AND RELEASE OF CLAIMS**

- 8.1. The seller cannot be held responsible for damages caused due to delays and / or partial or entire malfunction of hardware, applications and / or services of third parties that are used by the seller for his business and that are out of the seller's control. Especially the services of PayPal and webhosting operation of the web interface of the shop shall be considered in this regard.
- 8.2. By purchasing tickets for and/or participating in the Food Tour offered by the Seller, the Buyer acknowledges, understands and agrees as follows:
  - 8.2.1. The Buyer and other participants the Buyer made booking for (the "Other participants") desire to participate in the Food Tours offered by the Seller;
  - 8.2.2. The buyer and the Other participants are in good health and suffer from no minor or serious physical or mental injury, illness or disability that would make them especially susceptible to injury or disability while performing any activity contemplated by the purchase contract.
  - 8.2.3. The Buyer and the Other participants fully comprehend and accept all of the risks associated with their participation in the Food Tours including, without limitation, exposure to unfavorable weather conditions, food sickness, injuries (e.g., without limitation, those arising out of self-inflicted accidents or mishaps, other participants, automobiles, pedestrians and the like) and death;
  - 8.2.4. The Buyer and the Other participants grant to the Seller to use their likeness, photograph and/or picture for any and all commercial or non-commercial purposes now known or later developed in perpetuity throughout the universe without further obligation or compensation to them;
  - 8.2.5. The Buyer's and the Other participant's participation in the Food Tours is at their own sole risk. They, on behalf of themselves and/or any person or entity claiming through or on their behalf, hereby forever and unconditionally release and discharge the Seller, the Seller's

related and affiliated entities, the present and former employees and guides, owners, managers, partners, contractors, insurers, representatives and agents of the foregoing (collectively “released parties”) from any and all claims, actions, damages, liabilities, losses, costs and expenses in any way arising out of, or resulting from, their participation in the Food Tours, including, without limitation, any and all claims, actions, and liabilities for death, injury, loss or damage to them, to any one else, or to any property, regardless of whether or not such injury, loss or damage was caused by the negligence or willful conduct of the company or any of the released parties. They, on behalf of themselves and/or any person or entity acting through or on their behalf, further agree to defend and indemnify the released parties, and to hold the released parties harmless, from any and all liabilities, claims, actions, damages, expenses (including, without limitation, attorney’s fees) and losses of any kind or nature whatsoever in any way arising out of, or resulting from, their participation in the Food Tours.

## 9. FINAL PROVISIONS

- 9.1. This GCC of the Seller are governed by the laws of the Czech Republic.
- 9.2. The Parties agree that the relationship based upon the purchase contract shall be governed by the laws of the Czech Republic.
- 9.3. Should any provision of this GCC be or become invalid or ineffective, instead of invalid provisions the provision whose sense is closest to the invalid provision shall be used. Invalidity or ineffectiveness of a provision does not affect validity of other provisions. Changes and amendments of the purchase contract or this GCC must be executed in written form.
- 9.4. The purchase contract including the GCC is archived by the seller in electronic form and is not accessible.
- 9.5. Contact information of the seller: delivery address Na usedlosti 12, Prague 4, 14700, address of electronic mail [info@eatwithlocals.eu](mailto:info@eatwithlocals.eu), phone No. +420-777-667-785 or +420-733-371-471.

In Prague, June 1st, 2014

Eat with Locals