

GENERAL COMMERCIAL CONDITIONS

of the company
LOKALOO CZECH s.r.o.
registered seat at Na usedlosti 12, Prague 4, 14700
Identification No.: 04146671, Tax Identification No.: CZ04146671
registered in the Commercial register maintained by the Municipal court of Prague, register C, insert
No. 242998, for sale of services offered on the web address www.eat-with-locals.com

1. PRELIMINARY PROVISIONS

- 1.1. This General Commercial Conditions (hereinafter referred to as the „**GCC**“) of the company LOKALOO CZECH s.r.o., registered seat at Na usedlosti 12, Prague 4, identification No.: 04146671, registered in the Commercial register maintained by the Municipal court of Prague, register C, insert No. 242998 (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**“), whereby the purchaser purchases services offered at seller's website. The seller's website is operated by the seller and placed on the web address www.eat-with-locals.com (hereinafter referred to as the „**website**“).
- 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 implementation of 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 seller's website.
- 2.3. The Purchaser performs the inquiring and ordering of Food tour without registration directly at the website and through email communication with the seller.
- 2.4. During the process of inquiring and ordering of Food tour through the website and the email communication with the seller, the purchaser is obliged to indicate correctly and truly all requested information. Information specified by the purchaser while inquiring and ordering of Food tour is considered by the seller to be correct.

- 2.5. The purchaser acknowledges that the website 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 website has the informative status and the seller is not obliged to conclude any purchase contract regarding these Food tours. The provision § 1732 par. 2 of Civil Code shall not apply.
- 3.2. Website contains information about the offered Food tours. Prices of Food tours are listed including VAT and all related fees. Prices of Food tours and related information remain valid for the time when they are shown on the website. This provision does not limit the possibility of the seller to conclude the purchase contract within the individually agreed conditions.
- 3.3. For inquiring about the Food tour the purchaser fills in the Booking form on the website and/or sends an email inquiry to the seller. The purchaser is obliged to provide to the seller clear information especially about the:
- 3.3.1. name of inquiring person and final total number and names of all persons in the group,
 - 3.3.2. selected Food tour,
 - 3.3.3. indicate date of selected Food tour,
 - 3.3.4. clearly and bindingly state any allergies, diet restrictions, food restrictions, dislikes and other similar preferences of each person in the purchaser's group as requested by the seller.
- 3.4. The seller replies within 24 hours to purchaser's inquiry by electronic mail to the purchaser's electronic address specified in the inquiry (hereinafter referred to as the „**purchaser's electronic address**“).
- 3.5. The contractual relationship between the seller and the purchaser is established once the purchaser's payment for the Food tour arrives fully at the seller's bank or PayPal account.
- 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 advance in any

of following ways:

- money transfer to seller's bank account,
- payment through payment gateway of the seller's bank or
- wire transfer via PayPal payment system.

4.2. The seller issues with regard to the payments made upon the purchase contract the tax document – invoice. The seller is the VAT payer. The tax document – invoice shall be issued by the seller after the payment of the tour's purchase price.

5. PURCHASE CONTRACT WITHDRAWAL

- 5.1. The Purchaser is in accordance with the provision § 1829 par. 1 of Civil Code entitled to withdraw from the purchase contract and require refunding of the paid purchase price at least fifteen (15) days prior the date of the purchased Food tour. Purchase contract withdrawal must be sent to the seller in writing in electronic form to the address specified on the website www.eat-with-locals.com in the period stated in the previous sentence.
- 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 refunding 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.

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 inquiry at the website and/or in the email communication with the seller, 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 inquiring from the website) 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 agrees with cookies storage in his computer.

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, bank gateway application and webhosting operation of the website 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 enjoy@eat-with-locals.com, phone No. +420-777-667-785 or +420-733-371-471.

In Prague, January 1st, 2015

Eat with Locals