

TERMS AND CONDITIONS

of SIESTA SOLUTION s.r.o., company ID: 05203503, seated at Konopištská 739/16, Vršovice, 100 00 Prague 10, registered in the Commercial Register maintained by the Municipal Court in Prague, section C, file 259975 (hereinafter referred to as the “**Operator**”) as the operator of the website at the address www.siesta.casa (hereinafter referred to as the “**Website**”), which regulate the Website use by visitors (hereinafter referred to as the “**Visitor**”) and the provision of the service consisting in intermediation of service offers of third parties that are presented on the Website (hereinafter referred to as the “**Intermediation Service**”)

(hereinafter referred to as the “**Terms and Conditions**”)

1 SUBJECT-MATTER OF THE TERMS AND CONDITIONS

1.1 In accordance with these Terms and Conditions, the Operator makes it possible for the Visitors to use the Website, namely to view its contents and browse the Service Offers of third parties (hereinafter referred to as the “**Providers**”) presented on the Website (hereinafter referred to as the “**Service Offer**”). At the same time, the Operator automatically provides the Intermediation Service to the Visitors through the Website.

1.2 By using the Website, the Visitor undertakes to comply with these Terms and Conditions.

2 SERVICE OFFERS ON THE WEBSITE

2.1 The Service Offers include offers of accommodation, cultural events and related leisure services, in particular.

2.2 The Service Offers are formulated and published on the Website by the particular Providers; the Operator does not hold liability for the Service Offers and their contents (accuracy and topicality, in particular).

2.3 A service agreement made on the basis of a Service Offer is always made between the Visitor and the Provider, and the services offered in the Service Offer are provided by the particular Providers, not by the Operator. The terms and conditions of the provision of the Provider’s services are set out by the particular Provider. The Operator does not hold liability for defects of the Provider’s services. Complaints about defects of services must be sent directly to the particular Provider.

3 INTERMEDIATION SERVICE

3.1 The Intermediation Service consists in the following activity: automatically through an electronic form at each published Service Offer, the Operator makes it possible for the Visitor to select the required date of the service provision, and subsequently automatically redirects the Visitor to the website of the Provider or a third party where the Visitor may make an agreement on the provision of the selected service with the Provider (hereinafter referred to as the “**Reservation Website**”).

3.2 At the moment of filling out and sending the electronic form for selecting the required date of

the service provision regarding the Service Offer, an intermediation agreement is made between the Visitor and the Operator (hereinafter referred to as the “**Intermediation Agreement**”) the contents of which are determined by these Terms and Conditions.

- 3.3 The fact that the Visitor reacts to a Service Offer through the Website does not itself mean that a service agreement is made between the Visitor and the Provider. The Operator does not guarantee making a service agreement with the Provider.
- 3.4 All data entered by the Visitor in electronic forms on the Website must be up-to-date, full and true. The Operator does not hold liability for any damage the Visitor may incur due to entering data that do not meet the requirement stated above.
- 3.5 Making a service agreement on the basis of the Service Offer may also be intermediated by the Operator for the other party, i.e. the Provider.
- 3.6 The Visitor that is a consumer (i.e. is a natural person and uses the Website and the Intermediation Service outside their entrepreneurial activity or occupation) expressly agrees that the Intermediation Service is provided to the Visitor before expiry of the fourteen-day term for withdrawal from the Intermediation Agreement under the provision of Section 1829 of Act No. 89/2012 of the Collection of Laws of the Czech Republic (Sb.), the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”) and takes note that for this reason the Visitor does not have the right to withdraw from the Intermediation Service under Section 1829 of the Civil Code.

4 **PAYMENTS AND AFFILIATE PROGRAMS**

- 4.1 Visitors may use the Website and the Intermediation Service **free of charge**. Visitors bear their own costs of access to the Website (costs of internet connection, in particular).
- 4.2 The Operator participates in Affiliate Programs of third parties running Reservation Websites (e.g. booking.com, getyourguide.com or viator.com). If the Visitor uses the Intermediation Service and subsequently, through the Reservation Website, makes a service agreement with the Provider, then a small commission on the amount paid by the Visitor to the Provider for the service will be paid to the Operator by the third party running the Reservation Website. The commission is paid to the Operator directly by the Provider or rather by the operator of the Reservation Website, and the Visitor is not obliged to pay anything to the Operator in this respect.

5 **RIGHTS AND OBLIGATIONS OF VISITORS**

- 5.1 The Visitor undertakes to use the Website and its functions, including the Intermediation Service, solely in accordance with legal regulations and these Terms and Conditions. The Visitor does not have a right to use the Website for any other purpose or in any other manner than those set out in these Terms and Conditions. In particular, the Visitor will not:
 - 5.1.1 infringe the rights of third parties, the Operator and other Visitors while using the Website or in consequence of such use,
 - 5.1.2 interfere with the Website and try to get access to the Website or its functions otherwise than through the respective interface,

- 5.1.3 howsoever reproduce, alter, decompile or otherwise tamper with the software securing the Website operation, related source codes and documentation, unless expressly authorized to do so,
- 5.1.4 use the Website in a manner that could damage the Website or hinder its operation (including interference with the hardware on which the Website is operated),
- 5.1.5 copy any content of the Website, including Service Offers, and use the Website or its contents for commercial purposes without prior consent of the Operator,
- 5.1.6 use the Website for sending unsolicited messages, malicious software and other illegal or annoying content,
- 5.1.7 conceal, cover or false their identity.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Website and its content include intangible assets protected as copyrights in accordance with Act No. 121/2000 Sb., on copyright and copyright-related rights and on amendments to certain Acts (Copyright Act), as amended, or as other intangible assets protected by law (e.g. trademarks, databases and others) (hereinafter jointly referred to as the “**Protected Assets**”). The Operator gives the Visitor a license to use the Protected Assets solely for the purposes of viewing and browsing the Website and Service Offers online and using the Intermediation Service and other Website functions in accordance with these Terms and Conditions for the Visitor’s personal use as they are available at any particular time. The license is non-exclusive, free of charge and is given for the duration of the Website use by the Visitor (but for no longer than the duration of property rights in the particular Protected Assets) for the use in accordance with these Terms and Conditions and in appropriate manners. The license is given without territorial restriction. The Visitor must not give a sublicense or assign the license to a third party.
- 6.2 The Visitor must not make any changes to the Protected Assets or otherwise tamper with them, process them, connect them with other works and include them in collections. The Visitor must not create reproductions of the Protected Assets.
- 6.3 All legal licenses or free uses for the Visitor’s benefit that may be excluded by agreement of the parties are hereby excluded.

7 LIABILITY

- 7.1 The Operator undertakes to make reasonable efforts to secure that the Website is available and functional. However, the Visitor takes note that despite reasonable efforts made by the Operator the Website does not have to be fully available at all times, especially on the grounds of necessary maintenance of hardware and software of the Operator or necessary maintenance of hardware and software of third parties. The Operator is not liable for any damage incurred by the Visitor due to unavailability or non-functionality of the Website.
- 7.2 The Operator may make changes to the content and functions of the Website at any time without prior notice. This is done automatically and these Terms and Conditions also apply to the updated Website. The Visitor does not have the right to refuse such changes, because the

Operator makes the Website available “as is”. However, the Visitor may end their use of the Website at any time.

- 7.3 The Operator does not give any guarantees regarding the Website, its functionality and availability, ability to fulfil a particular purpose, and its content. The Website is made available “as is” and any non-functionality, unavailability or defects in the Website content do not establish any rights arising for the Visitor from defective performance.
- 7.4 When creating and operating the Website, the Operator makes reasonable efforts to ensure security of the information transmitted. However, the Operator does not hold liability for a security breach of the Website and information transmitted, which occurred independently of the Operator’s will and despite reasonable efforts of the Operator to ensure security of information.

8 SUPPORT

- 8.1 If there are any problems with the Website or its functions (unavailability or non-functionality), the Visitor may contact the Operator at the following e-mail address in order to solve the problem:

help@siesta.cloud

- 8.2 The Operator will inform the Visitor about the result of handling the Visitor’s request at the e-mail address provided by the Visitor for this purpose.
- 8.3 The aforesaid e-mail address may also be used by the Visitor to report any suspicion that the Website or its content infringes rights of another party or breaches legal regulations in any other manner.

9 PERSONAL DATA PROTECTION

- 9.1 The Visitor takes note that in connection with the Website use and the Intermediation Service provision the Visitor’s personal data will be processed. Information about personal data processing is provided in the document “*Privacy Policy*” available on the Website.

10 COMMON AND FINAL PROVISIONS

- 10.1 The Visitor may end their use of the Website at any time.
- 10.2 At any time, the Operator may refuse to provide the Intermediation Service to the Visitor or make it impossible for the Visitor to use the Website, particularly in cases when the Visitor breaches these Terms and Conditions or legal regulations in connection with the Website use. No claims arise for the Visitor against the Operator from that.
- 10.3 The Intermediation Agreement is single-case one and ends upon fulfilment as soon as the Operator provides the Intermediation Service (i.e. redirects the Visitor to the Reservation Website).
- 10.4 The Intermediation Agreement may be made in Czech language, and the Operator keeps electronic records of making such agreements on the conditions described in the *Privacy Policy*.

- 10.5 In relation to the Visitor who is a consumer, the Operator is not bound by any codes of conduct in accordance with Section 1826(1)(e) of the Civil Code.
- 10.6 If any provision of these Terms and Conditions is or becomes invalid or ineffective, such invalid provision will be replaced with a provision the meaning of which comes closest to the invalid provision. Invalidity or ineffectiveness of any provision is without prejudice to the validity of the other provisions.
- 10.7 The Operator may make any additions or changes to these Terms and Conditions at any time. Changes to the Terms and Conditions do not affect the Intermediation Agreements already made. If the Visitor does not agree with changes to the Terms and Conditions, they may immediately end their use of the Website at any time.
- 10.8 Application of Section 557 of the Civil Code is excluded.
- 10.9 These Terms and Conditions as well as all legal relationships established on their basis are governed by the laws of the Czech Republic. Courts of the Czech Republic are the courts competent to settle any disputes, and their local competence is determined by the seat of the Operator except if, according to a legal regulation, court's competence cannot be agreed by way of derogation from a legal regulation.
- 10.10 These Terms and Conditions take effect on 01.04.2022.