

## AXXOS HOTELS | TERMS AND CONDITIONS

### TERMS AND CONDITIONS

for the provision of services via the online shop on the website available at <https://www.axxshotels.com>

### INTRODUCTORY PROVISIONS

1.1. These terms and conditions (“Terms and Conditions”) govern the rights and obligations of the contracting parties arising in connection with a contract for the provision of services, in particular accommodation and related services (“Contract”), concluded between the service provider and a natural or legal person (“Customer”) via the online shop on the website available at <https://www.axxshotels.com> (“Website”) for the purpose of online purchase of:

- a) stay vouchers entitling the holder to draw accommodation and, where applicable, other hotel, catering or other services during a specific period in a specific accommodation facility,
- b) gift vouchers for accommodation or other services,
- c) gift value vouchers for services  
(collectively referred to as “Services” or “Service Vouchers”).

1.2. The provider of the Services (also the “Seller”) is the company specified in Annex No. 1 to these Terms and Conditions in relation to the accommodation facility to which the Services relate.

1.3. These Terms and Conditions also govern the rights and obligations of the contracting parties when using the Website and other related legal relationships.

1.4. The Terms and Conditions form an integral part of the Contract. By submitting an order, the Customer confirms that they have read and agree with the Terms and Conditions. The Terms and Conditions are drawn up in the Czech language. The Customer is obliged to familiarise themselves with the current version of the Terms and Conditions before each order of Services.

1.5. The Seller reserves the right to amend and/or supplement the Terms and Conditions. Any such amendments and/or supplements shall not affect the rights and obligations that arose prior to the effective date of such amendments and/or supplements.

1.6. The Terms and Conditions do not apply in cases where the Customer is a person who, when ordering the Services, acts within the scope of their business activities.

### SERVICES

2.1. The Services consist in particular of:

- a) stay vouchers entitling the holder to draw accommodation and, where applicable, other hotel, catering or other services during a specific period in a specific accommodation facility indicated on the Website,
- b) gift vouchers for accommodation or other services offered on the Website,
- c) gift value vouchers offered on the Website, entitling the holder to draw Services in the relevant accommodation facility.

## CONCLUSION OF THE CONTRACT FOR THE PROVISION OF SERVICES

3.1. The Website contains a list of Services offered by the Seller, including the prices of the individual Services. The offer of Services and the prices of such Services remain valid for as long as they are displayed on the Website. This provision does not limit the Seller's right to conclude Contracts under individually agreed conditions.

3.2. When ordering the Services, the Customer completes the Seller's order form. The order form contains in particular the following information:

- a) details of the Services ordered,
- b) method of payment of the price of the Services,
- c) first name and surname of the person who will draw the Services,
- d) contact email address of the Customer or of the person who will draw the Services (the "Order").

3.3. The Customer virtually places the selected Services into the electronic shopping cart on the Website. Before submitting the Order to the Seller, the Customer is entitled to check and change the data entered in the Order. The Customer submits the Order to the Seller by clicking on the "book" or "complete purchase" button.

3.4. By submitting the Order, the Customer confirms that:

- a) all information provided to the Seller for the purpose of ordering the Services is correct and true and that the Seller is entitled to consider the data indicated in the Order as correct and true, and
- b) they are authorised to use the credit or debit card to be used for payment of the price for the Services ("Payment Card") and that they have sufficient funds to cover the price of the Services in accordance with the payment terms specified with the Order, but no later than on the day the ordered Services start to be drawn.

3.5. The Contract for the provision of Services is concluded at the moment the Seller receives the Customer's Order. The Seller shall promptly confirm the conclusion of the Contract to the Customer by email, sent to the Customer's email address indicated in

the Order (the “Customer’s Email Address”). Such confirmation includes a summary of the essential content of the Contract and, where applicable, the relevant voucher.

3.6. The Order shall also be deemed confirmed if the confirmation is not delivered to the Customer due to an incorrectly entered email address.

3.7. The Seller is not liable for any errors occurring during data transmission.

3.8. Depending on the nature of the Order (scope of Services, price, etc.), the Seller is entitled to request that the Customer additionally confirms the Order in a reliable manner (for example in writing or by phone). If the Customer refuses to provide such confirmation, the Seller is entitled to withdraw from the Contract.

3.9. The Seller is also entitled to withdraw from the Contract in the following cases:

- a) if it has received an Order from a Customer who has previously materially breached a Contract (including these Terms and Conditions),
- b) if it has received an Order at a price published by mistake due to an error of the relevant web interface,
- c) in case of misuse of personal data or of a Payment Card,
- d) due to a decision of or other intervention by a public authority,
- e) due to force majeure.

3.10. The Seller reserves the right to refuse an Order or part thereof in the event of a substantial change in the price of the Services offered. In such a case, the Seller is obliged to promptly contact the Customer in order to agree on the next steps. If the Customer has already paid the price and no new agreement is reached, the price will be refunded to the Customer.

3.11. The Customer agrees to the use of means of distance communication when concluding the Contract. The Customer shall bear the costs incurred when using means of distance communication in connection with the conclusion of the Contract (for example, internet connection costs).

#### PRICE OF SERVICES AND PAYMENT TERMS

4.1. The price of the Services (the “Price”) is indicated inclusive of value added tax. The Seller is a VAT payer.

4.2. Unless otherwise stated in relation to a specific offer of Services on the Website, the Price does not include:

- a) local and similar taxes,
- b) surcharges for any additional services related to the stay (for example, parking).

4.3. The Price is valid at the time of ordering the Services. A promotional price is valid for the period specified.

4.4. The Customer shall pay the Price to the Seller, at their choice, by debit or credit Payment Card via a secure payment gateway. The types of Payment Cards accepted are listed on the Website.

4.5. Any discounts on the Price granted by the Seller to the Customer cannot be combined, unless expressly stated otherwise.

4.6. In cases stipulated by law, the Seller shall issue a tax document to the Customer in relation to payments made under the Contract. If the Seller is not obliged under applicable legislation to issue such a tax document, the Seller shall issue to the Customer, upon the Customer's request, a confirmation of payment of the relevant amount (if the relevant amount has actually been paid by the Customer to the Seller) without undue delay after receiving the relevant request and shall send it electronically to the Customer's Email Address.

#### WITHDRAWAL FROM THE CONTRACT BY THE CUSTOMER

5.1. Pursuant to Section 1829(1) of Act No. 89/2012 Coll., the Civil Code, as amended (the "Civil Code"), a Customer who is a consumer is entitled to withdraw from a distance Contract without giving any reason within fourteen days of the conclusion of the Contract or of the receipt of performance, as applicable. A notice of withdrawal from the Contract must be sent to the Seller no later than on the last day of the fourteen-day period, to the Seller's registered office address or email address.

5.2. Pursuant to Section 1837(j) of the Civil Code, however, a Customer who is a consumer is not entitled to withdraw from a contract for accommodation (i.e. a contract for the provision of accommodation services) where the trader (the Seller) provides the respective performance at a designated time.

5.3. The Customer is entitled to withdraw from the Contract, with the exception of a Contract concerning a gift value voucher, even without giving any reason, up to the date on which the drawing of the Services is due to commence. This is without prejudice to any rights under the preceding provisions or the Seller's right to retain part of the Price or the entire Price in accordance with the conditions specified in relation to the respective Services (cancellation terms). A notice of withdrawal from the Contract must be delivered to the Seller at the Seller's registered office address or email address.

#### RULES FOR DRAWING THE SERVICES

6.1. The Service Voucher either states a specific date for drawing the Services (i.e. the stay date) or a validity period (i.e. the date by which the voucher must be redeemed and

the Services drawn). If a validity period is stated on the voucher, upon expiry of this period without redemption the voucher shall expire without compensation.

6.2. The content of the Services (for example, detox package, anti-stress package), with the exception of gift value vouchers, is fixed and cannot be exchanged for other services within the scope of services provided by the Seller.

6.3. A Service Voucher may be redeemed only once and cannot be exchanged for cash.

6.4. A Service Voucher may be redeemed only in a single use (drawing the Services on a continuous basis is not possible).

6.5. In the event that the full value of a gift value voucher is not drawn, no compensation will be provided. A purchased gift value voucher cannot be cancelled.

6.6. If the value of the gift value voucher is lower than the price of the selected Services, the difference may be paid in the respective accommodation facility.

6.7. The use of the gift value voucher must be booked in advance and the Customer must indicate when making the reservation that they will be using a voucher.

Cancellation of the reservation less than 24 hours in advance, or failure to arrive at the reserved time, will result in cancellation of the gift value voucher.

6.8. Further conditions for drawing the Services, including redemption of gift vouchers and any cancellation fees, are specified on the Website with the specific Service.

#### OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

7.1. The Customer acknowledges that the software and other components forming the Website (including photographs of the Services offered) are protected by copyright. The Customer undertakes not to perform any activity that would allow them or any third party to interfere with the software or other components forming the Website, or to use them, in an unauthorised manner.

7.2. Photographs displayed in relation to particular Services are for illustrative purposes only and depict the level and parameters of the given Services (for example, room category). The Customer is therefore not entitled, when making a purchase, to a specific room or equipment shown in the photograph, but only to the level and parameters of the Services described in the offer represented by the photograph.

7.3. When using the Website, the Customer is not entitled to use mechanisms, computer programmes or any other procedures that could adversely affect the operation of the Website. The Website may be used only to an extent that is not to the detriment of the rights of other customers of the Seller and that is consistent with its purpose.

7.4. The Seller is not bound to the Customer by any codes of conduct within the meaning of Section 1826(1)(e) of the Civil Code.

7.5. The Customer acknowledges that the Seller is not liable for errors caused by third-party interference with the Website, or as a result of using the Website contrary to its purpose.

#### RIGHTS ARISING FROM DEFECTIVE PERFORMANCE AND COMPLAINTS

8.1. If the Customer or the person drawing the Services (the "Guest") discovers any defect in the Services provided or is dissatisfied with their quality or scope, they are obliged to notify the Seller (the reception of the respective accommodation facility) without undue delay, but no later than during the drawing of the Service, so that immediate remedy can be provided.

8.2. A condition for asserting a claim for a discount on the Price, refund or other compensation is the drawing up of a written complaint report on the defect raised, signed by the Guest and an authorised representative of the Seller (for example, the receptionist or hotel manager) directly at the place of performance of the Service.

8.3. If the Guest fails to notify the defect without undue delay and fails to draw up a complaint report in accordance with clause 8.2 of these Terms and Conditions, their rights arising from defective performance shall expire. In such a case, the Services shall be deemed to have been provided properly and without defects.

8.4. The absence of a complaint report signed by the Guest shall be considered as evidence that no defective performance occurred and the Seller shall be entitled, on this basis, to reject any subsequent financial claims or complaints raised via banking institutions (chargeback).

#### USE OF TELEPHONE NUMBER AND COMMUNICATION WITH THE AI ASSISTANT

9.1. By contacting our hotels by phone or via the AI assistant (call or chat), you voluntarily provide us with your personal data to the extent you share with us in the course of the communication, typically in particular your first name, surname, telephone number and email address, as well as the content of the entire communication.

9.2. All calls and all chats with our AI assistant are recorded for technical reasons and to ensure quality of services. If a call is recorded, you are informed of this at the beginning of the call. For chat communication, a record is created automatically in the form of a text log.

9.3. We use your personal data referred to in clause 9.1 and the communication records (call or chat) exclusively for the following purposes:

- a) processing, confirming or modifying your reservation,

- b) answering questions related to your stay and our services,
- c) dealing with any changes or complications before, during or immediately after your stay,
- d) ensuring and improving the quality of services provided and protecting our rights (for example, for handling complaints).

9.4. For the above purposes, we may contact you:

- a) by telephone call,
- b) by SMS message,
- c) by message via communication applications (for example, WhatsApp), using the telephone number you provide to us in the course of the call or chat, or the email address you provide to us.

9.5. When processing personal data, we strictly comply with the General Data Protection Regulation (Regulation (EU) 2016/679, "GDPR") and other applicable legislation. We do not collect or otherwise store any personal data that you do not voluntarily provide to us in the course of the communication; typically, we process only your first name, surname, telephone number, email address and data necessary to handle your specific request (for example, reservation details).

9.6. We store the communication records only for as long as is strictly necessary for the above purposes and for the protection of our rights (for example, to prove the content of the communication when handling complaints or disputes), after which they are securely deleted or anonymised, in accordance with the retention periods laid down in our internal regulations and the "Personal Data Processing Policy".

9.7. The controller of personal data is the Seller as defined in these Terms and Conditions and in the "Personal Data Processing Policy" available on this Website.

9.8. Detailed information on how we process personal data (including precise identification of the controller, legal bases for processing, data retention periods, your rights and the option to lodge a complaint) is set out in the "Personal Data Processing Policy", which is available on this Website and at the reception of individual accommodation facilities.

#### DELIVERY OF DOCUMENTS

10.1. Unless agreed otherwise, all correspondence relating to the Contract must be delivered in writing to the other contracting party, either via data box, by email, in person or by registered post via a postal services operator (at the sender's discretion).

#### FINAL PROVISIONS

11.1. Relationships and any disputes arising out of or in connection with the Contract shall be resolved exclusively by the competent courts of the Czech Republic under the laws of the Czech Republic.

11.2. In the event of a dispute arising from the Contract between the Seller and the Customer which cannot be resolved by mutual agreement, the Customer who is a consumer may submit a proposal for out-of-court dispute resolution to the designated body for out-of-court consumer dispute resolution, which is the Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Štěpánská 15, 120 00 Prague, email: [adr@coi.cz](mailto:adr@coi.cz).

11.3. The form for initiating out-of-court consumer dispute resolution (ADR) proceedings and further information on out-of-court dispute resolution are available on the website of the Czech Trade Inspection Authority. Before initiating out-of-court dispute resolution, the Seller recommends that the Customer first contact the Seller to resolve the situation.

11.4. A Customer who is a consumer may also use the online dispute resolution platform established by the European Commission.

11.5. The Contract is concluded in the Czech language. If the text of the Contract is translated for the Customer's needs, the Czech version of the Contract shall prevail in the event of any dispute regarding the interpretation of terms.

11.6. The Seller is authorised to provide the Services on the basis of a trade licence, and the Seller's activities are not subject to any other authorisation. Supervision of compliance with legal regulations regarding trade business is carried out, within its competence, by the relevant trade licensing office.

11.7. Should any provision of the Terms and Conditions be or become invalid or ineffective, a provision whose meaning is as close as possible to the invalid provision shall apply instead. The invalidity or ineffectiveness of one provision shall not affect the validity of the remaining provisions. Any changes and amendments to the Contract or the Terms and Conditions must be made in writing.

11.8. The Contract is archived by the Seller in electronic form and is not publicly accessible.

11.9. The Seller's contact details are set out in Annex No. 1 to these Terms and Conditions.

11.10. These Terms and Conditions, including their components, are valid and effective as of [insert date of publication on the Website] and supersede all previous versions of

the Terms and Conditions, including their components. They are available at the Seller's registered office and electronically at <https://www.axxshotels.com>.