GENERAL TERMS AND CONDITIONS (hereinafter the "GTC") for Bookings and Vouchers

I. Introductory Provisions

I.1. These GTC govern the relationship between:

The Operator:
Marthys Kitchen s.r.o.,
Boleslav 5, 463 73 Černousy / Marthys Kitchen - Nábřeží,
Company ID (IČO): 09447172, Tax ID (DIČ): - / VAT ID (IČ DPH): CZ09447172,
contact tel. no. +420 608 313 438
e-mail address designated for communication: martin@marthyskitchen.cz

The Customer: the person who makes a Booking or purchases a Voucher.

I.2. These GTC govern the relationship between the Customer and the Operator, but only with regard to the handling of Bookings and the purchase of Vouchers. Other rights and obligations between the Customer and the Operator, in particular the actual provision of the Services, are governed by separate documents (e.g. documents on complaint procedures, terms of provision of the Services, house rules, documents on personal data protection, etc.), which, in the event of any conflict, shall prevail over the provisions of these GTC.

I.3. The contractual relationship arises exclusively between the Operator and the Customer. The providers of applications and technical solutions for the booking system, the online form and the website, as well as the payment service provider, act solely as providers of a licence and/or technical support and are not parties to this relationship.

I.4. The Customer confirms its consent to these GTC before submitting a Booking/purchasing a Voucher.

II. Definitions

Booking – an electronic order of a Service resulting in a Booking of a Time Slot or a Booking of a Time Slot and Service.

Services: services or other performance offered by the Operator.

Voucher (multi-purpose): a time-limited electronic Voucher (e.g. a gift voucher) with a unique code, representing a monetary value redeemable for the Operator's Services.

Booking with Payment/Deposit – a type of Voucher whose period of validity is determined by the Customer, who also provisionally books the date of performance of the Service

Operator's Website – an internet address (URL) owned or operated by the Operator (e.g. the Provider's website, the Provider's Facebook page, the Provider's online booking form).

PSP: a licensed payment service provider (payment gateway).

Bookio: the company Bookio s.r.o., with its registered office at Panónska cesta 7
Bratislava – mestská časť Petržalka 851 04, Company ID (IČO): 56 284 411, which operates the Bookio Booking System and is also authorised to perform certain acts in the name and on behalf of the Operator, e.g. collecting payments and contacting the Customer in certain situations (problems with payment, the Booking, etc.)

Bookio Booking System: a software platform (scheduling calendar) provided to the Operator by Bookio for the purpose of managing and recording Bookings. Other Modules are also accessible via the Bookio Booking System, e.g. for making Bookings under this Agreement and for making online payments.

III. Bookings

III.1. A Booking or the booking process is the process of provisionally or bindingly ordering a Service from the Operator for a specified time, at a specified place, online or in a manner communicated during the booking process.

III.2. **Booking of a Time Slot** means a binding order of a time slot with the Operator in which the Customer wishes to be provided with any of the Operator's Services; both the Customer and the Operator are obliged to observe the Booked Time Slot, i.e. the Customer is obliged to observe the Booked Time Slot and allow the Service to be provided in the Booked Time Slot, and the Operator will be ready to provide the Service in the Booked Time Slot.

III.3. **Booking of a Time Slot and Service** – If, during the Booking of a Time Slot, the Customer also specifies the type of Service, with the price of the Service also displayed, an agreement arises between the Operator and the Customer on the binding date of provision of the specific Service, i.e. Clause III.2 applies, together with an agreement on the type of Service to be provided to the Customer and the price at which it will be provided. Any changes to these agreements may only be made with the consent of both Parties, unless stated otherwise.

III.4. In the case of a Booking of a Time Slot or a Booking of a Time Slot and Service, the agreements between the Operator and the Customer under Clauses III.2 and III.3 become binding at the moment when the Customer completes the entire booking process and, at the same time, the Booking is confirmed to the Customer by e-mail, notification or via the online form; without confirmation of the Booking, no Booking arises.

III.5. During the booking process, the Customer may, depending on the situation, be informed about the Service, the rights and obligations relating to the delivery of the Service, prices, fees and other conditions. By making the Booking, the Customer confirms that it has read and agrees to them.

III.6. Each Booking shall be deemed a separate agreement which lasts until it is fulfilled or terminated early.

III.7. The Customer acknowledges that the Operator (and, where applicable, its technical supplier) is entitled to prevent the Customer from making a Booking (i) if the Customer has previously breached its obligations in connection with another Booking or its obligations towards the Operator (e.g. a Customer who has previously breached any of its obligations towards the Operator or failed to fulfil its commitments – e.g. did not attend a Booked Time Slot or breached other conditions during the provision of the Service itself – e.g. house rules, inappropriate behaviour, etc.), or (ii) in the case of a suspicious transaction (e.g. suspected misuse of a bank card, the Customer impersonating another person, suspected fraudulent conduct, etc.).

IV. Vouchers

IV.1. When selling Vouchers, the Operator determines the values of the Vouchers, the Services for which they may be used and usually also limits their period of validity. The specific parameters of a Voucher are published at the time of its purchase, and by purchasing it the Customer confirms that it has read them.

IV.2. The Voucher is multifunctional, i.e. the Customer purchases the right to use the Operator's Service(s) of its choice and to pay for them with the purchased Voucher during its period of validity. If the Customer has already selected the type of Service when purchasing the Voucher, thereby also agreeing to the conditions of its provision and the price of which it was informed, the Customer may change them at any time with the Operator's consent, i.e. with the Operator's consent the Customer may also use the Voucher for other Services of the Operator (including Services not specified at the time of purchase of the Voucher) and/or at another establishment of the Operator (including abroad) or in another manner. The Voucher is transferable and is multi-purpose in nature.

IV.3. The validity of the Voucher is usually limited, i.e. the Customer must use it during its period of validity, otherwise the Customer loses the right to use it and is not entitled to a refund of the amount paid for the Voucher.

IV.4. If the Customer selects a Service with a price lower than the value of the Voucher, the Operator is not obliged to pay the Customer the difference between the price of the Service and the value of the Voucher, i.e. no change is given from the value of the Voucher.

IV.5. The Voucher may only be used for a single payment for the Operator's Service(s), i.e. it cannot be used repeatedly and its value cannot be split among several payments for Services, unless otherwise agreed with the Operator in writing (e.g. the sale of a season pass which expressly allows this).

IV.6. The purchase of a Voucher is completed only at the moment when the Customer receives an e-mail with the unique code of the Voucher.

IV.7. Clause III.5 shall also apply mutatis mutandis to the purchase of a Voucher.

IV.8. Booking with Payment – a special type of Voucher – this is the purchase of a Voucher in which the Customer also provisionally selects a Service and provisionally determines the date of its provision so that the Operator can reserve its capacity. In this case, the validity of the Voucher – Booking with Payment is always limited, namely until the provisional date of provision of the Service determined by the Customer. With the Operator's consent, the Customer may change the provisionally determined date (to an earlier date only) as well as the place of provision of the Service (at an entirely different establishment, including abroad) and, where applicable, the Service selected, up to the price of the original Voucher; if the Customer does not request a change to the provisionally agreed parameters, these become binding no later than at the agreed time before the set provisional date. Clauses IV.2–IV.5 also apply in this case, i.e. in particular, if the Customer does not use the Voucher by the provisionally booked date at the latest, the right to the provision of the Service lapses and the Operator is not obliged to refund the amount paid for the Voucher – Booking with Payment.

V. Payment

V.1. If the Service is not paid in full during the Booking process, the Customer shall pay the price of the Service at the place of its provision, at the latest after the Service has been provided.

V.2. Payments for Bookings are made using the online tools currently enabled by the applications used for making the Booking or purchasing the Voucher, usually by card or via internet banking.

V.3. Once the online payment has been completed, the Customer will receive a notification that the payment has been made. If it is later found that the money which the Customer was to pay for the Service has not actually been credited to the Operator, the Operator may require the Customer to provide proof of payment and, if payment is not proven, the Operator is entitled to withdraw from the contract.

V.4. The Customer acknowledges that the Operator uses the services of third parties, in particular banks or PSPs, to process payments, whereby the relationships between the Operator and such third party are governed separately. The Customer further acknowledges that payments made via online tools are credited to the account of Bookio, which has been authorised by the Operator to collect payments from Customers. Payments made to the accounts of these third parties shall be deemed payments to the Operator.

VI. Securing a Booking with a Payment Card and No-show Fee

VI.1. Principle of security: For selected Services or time slots, the Operator is entitled to make the completion of a Booking conditional on the Customer entering its payment card details. Entering these details does not constitute immediate payment for the Service, but serves as **security (guarantee) for the Booking** in the event that the Customer breaches its obligation to attend the Booked Time Slot and does not use the Service.

VI.2. Data processing and pre-authorisation: Payment card details are entered exclusively via the secure interface of a licensed payment service provider (PSP) in cooperation with the Bookio Booking System. Neither the Operator nor Bookio has access to the Customer's full payment card details, nor do they store them. The PSP securely stores a so-called payment token (mandate) for future charging.

VI.3. No-show fee (**penalty for non-attendance**): If a Booking guarantee was required and the Customer does not attend the Booked Time Slot (a so-called No-show), the Operator becomes entitled to a No-show fee from the Customer. This fee constitutes a penalty for breach of the obligation to attend the Booked Time Slot properly and on time (Clauses III.2, III.3 and VIII.3) as a form of lump-sum compensation for costs and loss of profit due to the Operator's capacity having been blocked in vain.

VI.4. Amount of the No-show fee: The amount of the No-show fee is communicated to the Customer when making the Booking, and by completing the Booking and entering the payment card details, the Customer confirms that it agrees to the No-show fee and the manner of its payment.

VI.5. Consent to the charging of the No-show fee: By completing a Booking that requires the entry of a payment card, the Customer grants the Operator, Bookio and the PSP express consent and a mandate to charge an amount corresponding to the No-show fee to the Customer's payment card if the situation under Clause VI.3 (No-show) arises, without the need for any further additional consent from the Customer.

VII. Changes to the Booked Time Slot

VII.1. **On the part of the Customer,** a change to the Booked Time Slot is possible **only where the Customer does not pay anything in advance and does not provide a payment card as a guarantee (**Article VI**);** in such cases, a change to the Booking of a Time Slot is possible without additional fees or penalties, but no later than at the agreed time before the Booked Time Slot.

VII.2. **On the part of the Operator,** a change to the Booked Time Slot is possible for both paid and unpaid Bookings:

VII.2.a. The Operator may cancel a Booking for operational reasons (e.g. illness, technical problems, etc.), in which case it shall inform the Customer without delay. The Operator may offer the Customer an alternative time slot, which the Customer is not obliged to accept.

VII.2.b. The Operator may cancel a Booking, without offering an alternative time slot, if it finds that the Customer is one whose Booking could be refused (as set out in Clause III.7).

VII.3. If the Booked Time Slot for the provision of Services is cancelled by the Operator for any reason in the case of Services already paid for or in the case of Vouchers, and no agreement is reached on an alternative date for the provision of the Service, the Customer may request a refund of the amount paid for the Voucher or for the Service, thereby withdrawing from the contract, and the Operator shall refund it within 15 days of the request. The refund is usually made using the method used for the payment.

VII.4. No-show: If the Customer does not allow the Service to be provided in the Booked Time Slot (i.e. does not arrive, is not present at the place of provision of the Service, does not connect online, etc.), the Customer loses the right to the provision of the Service as well as to a refund of any payments made, in particular for the Service, the Voucher, etc. If neither Article VI nor the first sentence of this Clause applies, then in the event of a No-show, **the Operator is entitled to payment from the Customer of the full price of the Service as if the Customer had attended,** because the Operator reserved the necessary time for the Customer, during which it cannot serve another client. If the price of the Service was not published when the Customer made the Booking of a Time Slot, the Operator is entitled, in the event of a No-show, to full reimbursement of the costs incurred for travel to the place of provision of the Service, the preparation necessary for the provision of the Service (e.g. procurement of materials, documents, etc.) and other demonstrable costs.

VIII. Other Rights and Obligations of the Customer

VIII.1. When making a Booking and purchasing a Voucher, the Customer is obliged to provide its real and correct details, including its telephone number and e-mail address. The Operator shall not be liable if an SMS message or e-mail is delivered to another person or cannot be delivered, if this occurs using the contact details entered by the Customer.

VIII.2. The Customer acknowledges and agrees that its telephone number or e-mail address may be used by the Operator to confirm the Customer's intention to attend the Booked Time Slot, to provide operational information or in the cases under Clause VII.2.

VIII.3. The Customer is obliged to arrive on time for the Booked Time Slot, to follow the Operator's instructions and, during the provision of the Service, to comply with any other conditions of which the Operator has informed the Customer, whether in advance when making the Booking of a Time Slot, in advance by other means (e.g. by e-mail) or directly at the Operator's establishment.

VIII.4. The Customer is liable for any damage caused at the Operator's establishment, whether by breach of obligations undertaken by making the Booking or purchasing the Voucher, or under the law. The Customer is obliged to follow the Operator's instructions for the purpose of ensuring the protection of health and property and for the purpose of preventing damage.

VIII.5. The Customer may voluntarily join the Operator's loyalty, bonus or similar customer scheme, in particular by scanning a QR code, registering via an online interface or in another manner enabled by the Operator. By joining the loyalty scheme, the Customer confirms that it has read and agrees to its terms of use, including the rules for earning, recording, redeeming, validity and expiry of advantages, discounts, points, credits, bonuses or other benefits. The Operator is entitled to determine and reasonably amend the rules of the loyalty scheme; this shall not affect rights

already duly acquired by the Customer, unless the rules of the particular scheme provide otherwise.

VIII.6. An obvious error in the price or description of a Service (a technical error, an obvious typographical error, outdated information) does not entitle the Customer to the provision of the Service at the erroneous price. In such a case, the Provider is entitled to withdraw from the Contract or to offer the Customer performance at the correct price.

IX. Other Rights and Obligations of the Operator

IX.1. The Operator is obliged to act in such a way as to be able to properly provide the Service in the Booked Time Slot and to enable the Customer's rights under the Voucher to be exercised.

IX.2. The Operator is entitled to refuse to provide the Service in justified cases (e.g. aggressive behaviour, an obviously unsuitable state of health, breach of the house rules) without the Customer being entitled to a refund of the amount paid for the Service or of any other payments.

IX.3. The Operator is entitled to withdraw from the Contract if, as a result of technical problems, theft of the Operator's account in the Bookio Booking System, fraudulent conduct of any person or other unauthorised interference with the Bookio Booking System, it is found that the price paid for the Service/Voucher does not correspond to its actual price, or that the Booked Time Slot was confirmed at a time when the Operator either does not provide the Service at all or, at the time of the Booking of the Time Slot, did not have the capacity to provide the Service to the Customer in the Booked Time Slot. The Operator is obliged to withdraw from the contract without delay after discovering the situation described in this Clause and, unless otherwise agreed with the Customer, is obliged to refund any payment already made for the Service/Voucher.

IX.4. The Customer acknowledges that, in connection with the creation, management and handling of a Booking, the Operator or Bookio may send the Customer operational, service and organisational messages by e-mail, SMS, telephone or any other chosen communication channel.

IX.5. The Operator and Bookio, as authorised by the Operator, reserve the right in justified cases (in particular in the event of suspected fraudulent conduct, misuse of a payment method, forgery or unauthorised manipulation of a unique code) to temporarily or permanently block the redemption of a Voucher, cancel a Booking or refuse to provide a Service. In such a case, the Operator shall inform the Customer and is entitled to require additional verification of the legitimacy of the claim (e.g. submission of proof of payment or an identity document). If the suspicion is confirmed, the Operator is entitled to withdraw from the contract without any obligation to refund the amounts already paid by the Customer.

X. Exclusions of Liability

X.1. The Customer acknowledges that the Operator is not liable for the functionality of the data network, the functionality of hardware, software or other services from external suppliers, nor for any failure to provide the Service in the event of a power outage, data network outage, other failures caused by third parties or force majeure.

X.2. The Operator is liable for damage caused by a breach of its legal obligations.

XI. Further Rights and Obligations

XI.1. Both the Booking and the sale of a Voucher are concluded by electronic means.

XI.2. **<u>The Customer's right of withdrawal:</u>**

XI.2.a. The Customer has the right to withdraw from the contract within 14 days of its conclusion, i.e. from the moment the agreements under Clause III.2 or III.3 arise, and, in the case of Vouchers, within 14 days of their purchase (IV.6).

XI.2.b. **The Customer does not have the right of withdrawal** under Clause XI.2.a in the case of Services consisting of accommodation for purposes other than residential purposes, transport of goods, car rental, ***provision of catering services*** or ***provision of services related to leisure activities***, where a binding Booking of a Time Slot has been made.

XI.2.c. **The Customer's right of withdrawal lapses** under the preceding Clause if, within 14 days of the conclusion

of the contract, the provision of the Service to the Customer begins or the Service is provided to the Customer in full. In the case of Vouchers, if a Voucher is used to pay for a Service, i.e. the Customer has already selected the Service it requires, the Customer loses the right to withdraw from the contract in respect of the Voucher.

XI.2.d. The Customer withdraws from the contract by delivering its unequivocal decision to withdraw in the form of a letter sent by post or delivered in person to the Operator's address, or by e-mail to the contact addresses or e-mail address stated in the introduction to these GTC. For the purposes of withdrawal, it is possible to use the Model Withdrawal Form, which is available on the Operator's website in the GTC section, or via the online interface.

XI.2.e. The withdrawal period is deemed to have been observed if the notice of exercise of the right of withdrawal is sent to the correct addresses before the withdrawal period expires.

XI.2.f. Following withdrawal from the contract, in the case of Bookings for which even partial payment for the Service has been made and in the case of Vouchers, including a Voucher – Booking with Payment, the Operator is obliged to refund the amount paid no later than 14 days from the date of delivery of the withdrawal. The refund may be made using the same method as was used to pay the price, without charging any additional fees.

XII. Complaints and Grievances

XII.1. Since these GTC relate only to Bookings and the purchase of Vouchers, the conditions set out in this Article also apply only to these processes. Complaints regarding the Services provided by the Operator to the Customer are governed by separate complaint procedure terms.

XII.2. In the event of any problems with a Booking or with the purchase of a Voucher, in particular if the Booking is not confirmed or the e-mail with the unique Voucher code is not delivered, as well as in the case of other defects of the Booking or the Voucher, in particular if the Booking confirmation or the Voucher contains Booking/Voucher details different from those ordered by the Customer or of which the Customer was informed, **the Customer is obliged to report them without delay by e-mail to the Operator's contact e-mail address** stated at the beginning of the GTC or on the Operator's Website. If the complaint is found to be justified, the defects will be remedied primarily by adjusting the Booking/Voucher as requested by the Customer. If the Customer missed the Booked Time Slot due to the defects, the Customer will be offered alternative time slots for the provision of the Service as a priority. The Customer is obliged to report the complaint **no later than 48 hours** after delivery of the confirmation e-mail/SMS message; otherwise it is at the Operator's discretion whether to offer substitute performance or to refund the amount already paid for the Service/Voucher.

XII.3. Complaints under the preceding Clauses are handled on an ongoing basis, usually within 7 working days, but no later than within 30 days.

XII.4. The Customer shall report complaints concerning payments made by the Customer under these GTC by e-mail to the Operator's contact e-mail address stated at the beginning of the GTC or on the Operator's Website; since the Operator must resolve such a complaint with third parties, the period for its resolution is usually 30 days.

XII.5. Unless the defect is remedied immediately, the Customer will be issued with a confirmation of the notification of the defect, which will also state the period for remedying the defect if the complaint is assessed as justified.

XII.6. If the complaint is assessed as unjustified, the Operator shall notify the Customer in writing of the reasons for rejecting liability for the defects.

XII.7. If the Customer is not satisfied with the manner in which the Operator has handled the complaint, or if the Customer has contacted the Operator with a request for redress and is not satisfied with the manner in which the Operator has handled the complaint, or if the Customer believes that the Operator has violated its rights, the Customer has the right to contact the Operator with a request for redress. If the Operator rejects such a request or fails to respond to it within 30 days of the date on which it was sent, the Customer has the right to submit a proposal to initiate alternative dispute resolution to an alternative dispute resolution entity. The alternative dispute resolution entity is the "Slovak Trade Inspection (Slovenská obchodná inšpekcia), Bajkalská 21/1, P. O. Box No. 29, 820 07 Bratislava 27" or another competent authorised legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list is available at http://www.mhsr.sk). The Customer is entitled to choose the alternative consumer dispute resolution entity it wishes to contact.

XIII. Final Provisions

XIII.1. The Operator may reasonably amend the GTC, in particular in the event of changes in legislation, the range of Services offered, or operational/technical conditions. The Operator shall publish the amendment in advance on its website.

XIII.2. Each Booking/Voucher is governed by the GTC that were in effect at the time the agreement on the Booking or the purchase of the Voucher was concluded.

These GTC enter into effect on 1 January 2025.