

## TERMS AND CONDITIONS

of TeeTime SE  
with registered office Na novině 1053/28, postal code: 141 00 Praha 4 - Michle  
identification number: 24236381

registered in the Commercial Register maintained by the Regional Court in Prague,  
Section H, Insert 840 for the sale of services through an online shop located at  
[www.teetime.cz](http://www.teetime.cz)

### INTRODUCTORY PROVISIONS

1.1. These Business Terms and Conditions (hereinafter referred to as the "Business Terms and Conditions") of the trading company TeeTime SE with registered office at Na novine 1053/28, postal code: 141 00 Praha 4, IČ: 24236381, registered in the Commercial Register maintained by the Regional Court in Prague, Section H, Insert 840 hereinafter referred to as the "Seller") govern the mutual rights and obligations of the parties arising out of or in connection with the Purchase Contract in accordance with the provisions of Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as "the Civil Code" (hereinafter referred to as the "Purchase Agreement") concluded between the Seller and another individual (the "Buyer") through the Seller's Internet Store. The e-shop is operated by the seller on a web site located at [www.teetime.cz](http://www.teetime.cz) (hereinafter referred to as the "website") through the web interface (hereinafter referred to as the "web interface of the store").

1.2. Business terms do not apply to cases where a person intending to purchase a service from a seller is a legal person or person who acts when ordering a service in the course of their business or in their independent pursuit of their profession.

1.3. Provisions derogating from the terms and conditions may be negotiated in the sales contract. Distinctive arrangements in the sales contract take precedence over the provisions of the terms and conditions.

1.4. Business terms and conditions are an integral part of the sales contract. The Purchase Agreement and the Business Terms and Conditions are prepared in the Czech language. The purchase contract can be concluded in the Czech language.

1.5. The seller may change or add the wording of the business terms. This provision is without prejudice to the rights and obligations arising during the period of validity of the previous version of the terms and conditions.

1.6. For the purposes of these Business Terms and Conditions, the service is understood as the purchase of entry to a golf course in the Czech Republic and the SK, operated by a third party, with the determination of the exact date and time (tee-time).

### USER ACCOUNT

1.7. Based on buyer registration made on a website, buyers can access their user interface. From the user interface, the buyer can perform a service order (hereinafter referred to as a "user account"). In case the web interface allows the store, the buyer can also order the service without registration directly from the web interface of the store.

1.8. Part of the registration is the consent to the sending of business messages.

1.9. When registering on a web site and ordering a service, the buyer is obligated to provide all data correctly and accurately. The details given in the user account are obligatory for the buyer to update upon any change. Data provided by buyers on a user account and when ordering a service are considered correct by the seller.

1.10. Access to the user account is secured by user name and password. Buyer is required to maintain confidentiality regarding the information necessary to access his / her user account.

1.11. The buyer is not authorized to allow the use of the user account to third parties.

1.12. The seller may cancel the user account, especially if the buyer does not use his user account for more than 18 months, or if the buyer violates his obligations under the sales contract (including business terms).

1.13. The Buyer notes that the user account may not be available continuously, especially with regard to the necessary maintenance of the hardware and software of the Seller, maintenance of hardware and software of third parties.

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## **CLOSING OF THE BUYER CONTRACT**

1.14. Considering that the buyer is a consumer, it is a proposal to conclude a contract - by offering, placing the service offered on the seller's website. Purchase agreement arises by sending the order to the buyer (order); the seller is obliged to acknowledge receipt of this order without delay. For any errors in data transmission, the seller is not responsible. The buyer is not entitled to change the terms of the seller's offer in the order, albeit minor changes.

1.15. The store's web interface includes information about services, including the prices of individual services; due to the nature of the services sold and the impossibility of returning them, these sales terms and conditions do not include the costs of returning the services to the seller. Service prices are quoted including value added tax and all related fees. This provision does not limit the seller's ability to conclude a purchase contract for individually negotiated terms.

1.16. Information on the price and services provided by the seller is binding, except for obvious errors, for example, when the stated price of the service is wrong and incorrect and will differ significantly from the price of comparable services. The seller will inform the buyer about this.

1.17. Due to the nature of the service being sold, the web interface of the store does not contain information on packing and delivery costs, since such costs do not arise.

1.18. Before submitting the order to the seller, the buyer is allowed to check and modify the data that the buyer has placed in the order, at this stage the buyer is given space to identify and correct the errors occurring when entering the data before submitting the order.

1.19. The order is sent by the buyer to the seller by clicking the "Order" button. The data listed in the order they are deemed correct by the seller. On receipt of the order, the Seller will acknowledge receipt of the receipt to the buyer by e-mail, to the buyer's email address listed in the user account or in the order (hereinafter referred to as the "buyer's electronic address").

1.20. The seller is always entitled to ask the buyer for additional confirmation of the order (for example, in writing or by telephone).

1.21. The seller reserves the right not to provide the ordered service in the event of stock depletion or loss of the seller's ability to perform. It will inform the buyer of this fact without undue delay.

1.22. The buyer agrees to use remote means of communication when concluding the purchase contract. Costs incurred by the buyer when using remote means of communication in connection with the conclusion of a purchase contract (costs of Internet connection, telephone call costs) are borne by the buyer himself, which does not differ from the basic rate.

1.23. By sending the order, the buyer confirms that all required information and communications under the provisions of § 1811 to 1820 of the Civil Code have been provided to the Seller on its website and in these Business Terms and Conditions.

#### **SERVICE PRICE AND PAYMENT CONDITIONS**

1.24. The Buyer may only pay the Buyer's price for the Service by credit card without payment when ordering the service.

1.25. Since the purchase price of the service can be paid by the buyer only to the seller by means of a non-cash payment card when ordering the service, the purchase price of the service must be paid before the service itself.

1.26. Any discounts on the service price provided by the seller to the buyer can not be combined.

1.27. If it is customary in the course of trade or if it is stipulated by generally binding legal regulations, the seller shall issue a tax document - invoice to the purchaser in respect of payments made under the purchase contract. The seller is a value added tax payer. Tax document - the invoice is issued by the seller to the purchaser after paying the price of the service or service and sends it in electronic form to the buyer's electronic address.

## **WITHDRAWAL FROM THE AGREEMENT**

1.28. Buyer - The consumer notes that, under the provisions of Section 1837 of the Civil Code, he can not withdraw from the contract as a consumer:

- (a) the provision of services if they have been fulfilled with his prior express consent before the expiry of the withdrawal period and the trader has informed the consumer, before concluding the contract, that in that case he has no right to withdraw from the contract,
- (b) the supply of goods or services the price of which depends on financial market disparities, irrespective of the will of the trader and which may occur during the withdrawal period,
- (c) the supply of alcoholic beverages which may not be delivered until thirty days have elapsed and the price of which depends on financial market displacements independent of the entrepreneur's will,
- (d) the supply of goods which has been adjusted, as the consumer wishes or for himself,
- (e) the supply of perishable goods and goods which have been irreversibly mixed with other goods after delivery,
- (f) repairs or maintenance carried out at a place designated by the consumer at his request; this does not apply in case of subsequent execution of non-requested repairs or delivery of spare parts other than those requested,
- (g) the supply of goods in sealed packaging which the consumer has removed from the packaging and which can not be returned for hygienic reasons,
- (h) the supply of a sound or image recording or a computer program if it has broken its original packaging,
- (i) the supply of newspapers, periodicals or magazines,
- (j) accommodation, transport, boarding or leisure activities, provided that the contractor provides such services within a specified time,
- (k) by public auction under the law governing public auctions, or
- (l) the supply of digital content if it has not been delivered on a physical medium and has been supplied with the prior express consent of the consumer before the expiry of the withdrawal period and the trader has communicated to the consumer that in that case he has no right to withdraw from the contract.

1.29. The Seller informs the Buyer that the services offered by him, which are subject to these Business Terms and Conditions, fall under Section 1837 (j) of the Civil Code and therefore that the buyer is not entitled to withdraw from the purchase contract. For these reasons, there are no disclosures in these terms and conditions regarding the terms, deadlines or procedures for exercising this right, or the form for exercising the right of withdrawal.

## **RIGHTS OF FAULT FULFILLMENT**

1.30. The rights and obligations of the parties regarding defective performance are governed by applicable generally binding legal regulations (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117, and since the buyer is a consumer and seller of an entrepreneur, as well as Sections 2161 to 2174 of the Civil Code) to the extent that it corresponds to the nature of the service being the subject of the sale.

1.31. The seller is responsible for the buyer that the takeover services are free from defects. In particular, the seller is liable to the purchaser that at the time the buyer took the services:

1.31.1. services are features that the parties have negotiated and, if the arrangement is lacking, have features that the seller has described or which the buyer expected to have in view of the nature of the service and the advertising they make,

1.31.2. the services are suitable for the purpose for which the seller uses or uses the services of this

type,

1.31.3. services correspond to their scope and quality of description at the time of sale.

1.31.4. services comply with legal requirements.

1.32. Due to the nature of the service (Section 2167 (d) of the Civil Code), the buyer does not have the right to defect within the meaning of Section 2165 of the Civil Code.

1.33. If a service has a defect, the buyer may require the provision of a new service without defects if this is not disproportionate due to the nature of the defect, but if the defect relates only to service components, the buyer may only require replacement of the service component; if this is not possible, it can withdraw from the contract. However, if the defect is disproportionate in view of the nature of the defect, in particular if the defect can be remedied without undue delay, the buyer has the right to free the defect free of charge. The right to repair a buyer's service does not have its character.

1.34. Buyer does not have - in view of the nature of the service provided - the rights under §2169 (2) of the Civil Code.

1.35. If the buyer does not withdraw from the contract or if he does not exercise the right to provide a new (substitute) service without defects, to replace the service component, he may require a reasonable discount. The buyer has the right to a reasonable discount even if the seller can not deliver a new (substitute) service without defects, as well as if the seller fails to remedy the remedy within a reasonable period of time or if the remedy for the remedy would cause considerable difficulties to the consumer.

1.36. The right of defective performance of the buyer does not belong if the buyer knew that the service was defective prior to the service, or if the buyer caused the defect himself.

1.37. Rights to defective performance (claim) are claimed by the buyer at the seller's address. The moment when the claim is made is the moment when the seller received a claim for the service from the buyer.

1.38. The buyer is obliged to file a claim with the seller without undue delay from the discovery of the lack.

1.39. In the event of a claim, the buyer is required to prove the purchase of the service.

1.40. The seller is obliged to decide on the complaint at the latest within 3 business days. Claims, including removal of a defect, shall be handled by the seller within 30 days of its application, unless the parties agree in writing for a longer period. The expiry of this period is considered as a material breach of contract.

1.41. In the case of an eligible claim, the purchaser must pay the necessary costs.

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

1.42. Buyer acquires the right to withdraw the service by paying the full purchase price of such services.

1.43. The seller is not bound by any codes of conduct in relation to the buyer within the meaning of § 1826 (1) e) the Civil Code.

1.44. Out-of-court complaint handling of consumers is ensured by the seller through the electronic address teetime@teetime.cz. Buyer information will be sent to the buyer's electronic address.

1.45. Seller is authorized to do business on the basis of a trade license. The trade license is carried out within the scope of its competence by the relevant Trade Licensing Office. Supervision of the area of personal data protection is carried out by the Office for Personal Data Protection. The Czech Trade Inspection exercises, among other things, the supervision of the observance of Act No. 634/1992 Coll., On Consumer Protection, as amended.

#### **PROTECTION OF PERSONAL DATA**

1.46. Protection of the buyer's personal data, which is a natural person, is provided by law No. 101/2000 Coll., on the Protection of Personal Data, as amended.

1.47. The buyer agrees to process these personal data: name and surname, address, date of birth, identification number, e-mail address, telephone number (collectively referred to as "personal data").

1.48. The Buyer agrees to the processing of personal data by the Seller for the purpose of realizing the rights and obligations of the Purchase Agreement and for the purpose of maintaining the User Account. If the buyer does not choose another option, he agrees with the processing of personal data by the seller also for the purposes of sending information and commercial communications to the buyer. Consent to the processing of personal data in its entirety under this Article is not a condition that would in itself make it impossible to conclude a sales contract.

1.49. The Buyer notes that he is required to state his / her personal details (when registering, in his user account, when ordering from the web interface of the store), to state correctly and truthfully and to inform the seller of any change in his / her personal data without undue delay.

1.50. By processing the buyer's personal data, the seller may assign a third party as processor. The buyer's personal data will not be passed on to the third party by the seller without the buyer's prior consent.

1.51. Personal data will be processed indefinitely. Personal data will be processed in electronic form in an automated manner or in a printed form in a non-automated

1.52. The Buyer confirms that the personal data provided are accurate and that he has been advised that this is a voluntary provision of personal data.

1.53. Should the buyer believe that the seller or processor (Article 1.50) carries out the processing of his or her personal data contrary to the protection of the buyer's private and personal life or in contravention of the law, especially if personal data are inaccurate with respect to for the purpose of their processing, may:

1.53.1. ask the seller or processor for an explanation,

1.53.2. require the seller or processor to remove the resulting condition.

1.54. If the buyer asks for information about the processing of his personal data, the seller is required to pass on this information. Seller has the right to provide information under the previous sentence to request reasonable compensation not exceeding the costs necessary to provide the information.

#### **SENDING BUSINESS COMMUNICATIONS AND STORAGE COOKIES**

1.55. Buyer agrees to send information related to the seller's goods, services, or business to the buyer's electronic address, and also agrees to send the sales announcements to the buyer's electronic address.

1.56. Buyer agrees to store so-called cookies on his computer. If the purchase on the website is possible and the seller's obligations under the purchase contract are fulfilled without the so-called cookies being stored on the purchaser's computer, the buyer may withdraw the consent under the previous sentence at any time.

#### **DISCLAIMER**

1.57. The buyer may be delivered to the buyer's electronic address.

## **SALE OF VOUCHER**

1.58. Drawing a voucher for purchase at the TeeTime Store's Internet or Stone Store is not associated with CashBack. However, the voucher may be used to pay for already discounted goods or services.

## **FINAL PROVISIONS**

1.59. If a relationship based on a sales contract contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This does not affect the consumer's rights under generally binding legal regulations.

1.60. If any provision of the Terms of Business is invalid or ineffective, or if it occurs, instead of invalid clauses, a provision will be introduced to the extent that the purpose of the invalid clause is as close as possible. The invalidity or ineffectiveness of one provision is without prejudice to the validity of the other provisions.

1.61. The Purchase Agreement, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.

1.62. Contact details of the seller:

Address for delivery: Na novine 1053/28, Praha 4 - Michle, 141 00

E-mail address: teetime@teetime.cz

Phone: +420 606 677 894

Prague, 1 May 2018