



Terms of access and use of the website www.redseadives.cz and www.redseadives.com

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1.1. INTRODUCTORY PROVISIONS

- 1.2. Marek Neumann (hereinafter referred to as "MN") operates and manages the website portal www.redseadives.cz and/or other websites operated and designated by MN (hereinafter referred to as "Redseadives.cz"). MN mediates services to other persons offering services as entrepreneurs (hereinafter referred to as "Suppliers") and takes action to enable Suppliers to conclude contracts for the use of services and/or goods with third parties (hereinafter referred to as "Users") through Redseadives.cz, i.e. mediates the conclusion of such contracts (hereinafter referred to as "Mediated Contract").
- 1.3. These terms and conditions for access to and use of the website on which Redseadives.cz is operated (hereinafter referred to as the "Terms") govern the rights and obligations of persons using Redseadives.cz (hereinafter also referred to as the "User") when accessing and further using Redseadives.cz, as well as other related legal relationships leading to the conclusion of the Mediated Contract.
- 1.4. If the User is a natural person and uses Redseadives.cz outside the scope of his/her business activity or outside the scope of his/her independent exercise of his/her profession, the statutory provisions governing the legal status of consumers shall apply to the contractual relations between him/her and Redseadives.cz.
- 1.5. By accessing Redseadives.cz, accessing it via Facebook and/or accessing it via Google account, the User confirms that he/she has read the current version of the Terms and agrees to abide by them for the entire period of use of Redseadives.cz. The User has no right to withdraw from these Terms.
- 1.6. MN may unilaterally change or amend the wording of the Terms and Conditions. MN shall inform the User about the change of the Terms and Conditions on Redseadives.cz or in another appropriate way so that the User can get acquainted with the current wording of the Terms and Conditions without undue difficulties. The updated versions of the Terms and Conditions become effective at the moment of their publication on Redseadives.cz.

2. USE REDSEADIVES.CZ

- 2.1. Access to and use of Redseadives.com is free of charge. However, the user bears the costs incurred in connection with the access and use of Redseadives.cz (i.e. internet connection costs, etc.).
- 2.2. MN is not a party to the contractual relations between the User and the Supplier and any third party that provides its services through Redseadives.cz. MN shall not be liable for the fulfilment of the obligations under the Mediated Contract, nor shall it be liable for any damage incurred by the User on the basis of or in connection with the Mediated Contract. MN mediates the conclusion of the Mediated Contract with individual Users for individual Suppliers.
- 2.3. MN also rents Redseadives.cz to Suppliers and is not responsible for any defects in the content or appearance of materials published by Suppliers on Redseadives.cz. MN shall not be liable for the

completeness, accuracy, truthfulness of the materials published on Redseadives.cz by the Suppliers and/or third parties, nor for any unfair competitive practices of the Suppliers and/or third parties through Redseadives.cz or for any infringement of personality or copyright. All prices on Redseadives.cz are prices published by the Supplier. MN shall not be liable for damages arising from the use of information published on Redseadives.cz by Suppliers and/or third parties. MN does not guarantee the uninterrupted access to Redseadives.cz, nor the safety and security of the parts of Redseadives.cz whose content is created by the Suppliers and/or third parties or on the basis of the data provided by them, nor other sites and/or services linked to Redseadives.cz. MN shall not be liable for any damage caused to the User during access to and use of Redseadives.cz, including any damage caused by downloading data published on Redseadives.cz by Suppliers and/or third parties or on the basis of data provided by them, damage caused by interruptions of service, malfunction of

- 2.4. Redseadives.cz, computer viruses, damage due to loss of data, profit, unauthorized access to the User's transmissions and data caused by the activity and/or inactivity of third parties.
 - 2.5. Clicking on certain links on Redseadives.com may cause you to leave Redseadives.com and be redirected to third party websites.
 - 2.6. Redseadives.cz uses the hosting services of the YouTube platform provided by Google Ireland Limited, registration number 368047, with registered office at Gordon House, Barrow Street, Dublin 4, Ireland. By watching videos, you agree to entrust Google Ireland Limited with your personal data in accordance with the privacy policy available at <https://policies.google.com/privacy> and the terms of service available at <https://www.youtube.com/t/terms>.
 - 2.7. MN reserves the right to restrict or terminate the User's access to Redseadives.cz at any time.
 - 2.8. The User shall be liable for any damage caused by unauthorized intervention of the User in Redseadives.cz or the system that carries out the transmission from Redseadives.cz to third parties.
3. THE CONSUMER PERSONA AND THE INSTRUCTION OF USERS-CONSUMERS ON THE RIGHT OF WITHDRAWAL

- 3.1. A consumer is any natural person who, outside the scope of his/her business activity or outside the scope of his/her independent exercise of his/her profession, concludes a contract with a Supplier who is an entrepreneur (hereinafter also referred to as "Consumer"). The Consumer shall always assert his/her rights under the concluded Mediated Contract or any rights under liability for defects in performance with the Supplier. The third sentence of paragraph 4.14 of these Terms and Conditions regarding the tour is not affected.
- 3.2. The consumer has the right to withdraw from the contract without giving any reason within fourteen days. This period expires at the end of the fortnight, but in the case of an order with a delivery time of 48 hours, the consumer has the right to withdraw from the contract without giving a reason within 12 hours.
- 3.3. The Consumer may not withdraw without giving a reason from the Mediated Service Contract if the services have been provided in full; in the case of performance for consideration, only if the performance began with the Consumer's prior express consent before the expiration of the withdrawal period and the entrepreneur has instructed the Consumer prior to the conclusion of the contract that the provision of the performance terminates the right to withdraw from the contract.
- 3.4. The Consumer may always withdraw from the tour contract before the start of the tour, but the Supplier as tour operator may only withdraw if the tour has been cancelled or if the Consumer has breached his/her obligation. The Consumer may withdraw from the tour contract for a reason other than a breach of the Supplier's obligation or without giving a reason, even in a situation where he/she would not otherwise

be able to withdraw without giving a reason, but shall be obliged to pay the Supplier a cancellation fee, which the Supplier shall specify in the tour confirmation. The amount of severance pay must be reasonable. If no severance payment is agreed, it shall be equal to the price of the tour less cost savings and income from substitute use of tourism services. At the Consumer's request, the Supplier as tour operator shall justify the amount of the severance payment. The Consumer shall not be obliged to pay the cancellation fee if he/she makes use of the statutory option of cancellation in the cases referred to in Section 2531(2) of the Civil Code, i.e. (i) if the Supplier as tour operator increases the price of the tour by more than 8%, (ii) if the Supplier is forced to substantially change any of the main features of the tour due to external circumstances, or (iii) if the Supplier cannot meet the Consumer's special requirements which he/she has accepted. Furthermore, in accordance with the provisions of Section 2535 of the Civil Code, the Consumer has the right to withdraw from the tour contract before the commencement of the tour without payment of a cancellation fee if unavoidable and extraordinary circumstances have arisen at the destination or place of stay or in its immediate surroundings which have a significant impact on the provision of the tour or on the transport of persons to the destination or place of stay. In such a case, the Consumer shall be entitled to a refund of all payments made for the tour, but shall not be entitled to compensation.

- 3.5. The Consumer is entitled to withdraw from the Contract if the Supplier breaches the Contract in a material way, in which case the Consumer must withdraw from the Contract without undue delay after becoming aware of the breach.
 - 3.6. For the purpose of exercising the right of withdrawal, the Consumer must demonstrably inform the Supplier of his withdrawal from the contract by unilateral legal action. A model form for withdrawal without giving a reason according to the Annex to Government Regulation No. 363/2013 Coll., is available below.
 - 3.7. The Consumer is also entitled to withdraw from the Contract in the cases specified in Articles 4 and 5 of the Terms and Conditions.
 - 3.8. If the Consumer withdraws from the contract, the subject of which is the provision of services, without stating a reason and the Supplier has started the performance based on the Consumer's explicit request before the expiry of the withdrawal period, the Consumer shall pay the Supplier a proportionate part of the agreed price for the performance provided up to the moment of withdrawal. If the agreed price is unreasonably high, the Consumer shall pay the Supplier the normal price of what has been provided.
 - 3.9. The Supplier shall refund to the Consumer all monies received from the Consumer within 14 days of cancellation of the Contract without giving any reason (but not before the Consumer, if applicable, has handed back the Goods to the Supplier or proved that the Goods have been dispatched), including the cost of delivery of the Goods, if any, at the rate of the cheapest method of delivery offered by the Supplier.
4. **ADVISING CONSUMERS OF THEIR RIGHTS ARISING FROM DEFECTIVE PERFORMANCE, AS WELL AS OF THEIR RIGHTS UNDER THE GUARANTEE AND OTHER CONDITIONS FOR EXERCISING THESE RIGHTS**
- 4.1. The Supplier is obliged to deliver the item or service in accordance with the Mediated Contract and without legal and factual defects. The performance must be provided in the agreed quantity, quality and workmanship. If the quality and workmanship are not agreed, the Supplier shall perform in medium

quality and, in the case of a purchase contract, in a quality and workmanship suitable for the purpose evident from the contract, otherwise customary for the purpose. A tour is defective if any of the tourism services included in the tour are not provided in accordance with the tour contract.

5. COPYRIGHT

- 5.1. MN is the owner of Redseadives.cz.
- 5.2. Redseadives.cz is a copyright work and a database within the meaning of Act No. 121/2000 Coll., Copyright Act, as amended. MN exercises all property rights related to Redseadives.cz.
- 5.3. The content of Redseadives.cz may not be stored, modified, distributed or any other property rights may not be exercised unless MN has given its prior consent to such action.

6. USER RIGHTS AND OBLIGATIONS

6.1. The User represents and warrants to MN that::

- 6.1.1. is fully capable of legal action, especially in view of his/her age, or is represented by a legal representative,
- 6.1.2. all information provided to MN is true, complete, accurate and precise,
- 6.1.3. if he/she is a foreign person who is subject to VAT abroad, he/she undertakes to notify MN and the Supplier of such fact in case of purchase on Redseadives.cz,
- 6.1.4. before commencing use of Redseadives.com, has thoroughly read these Terms and Conditions, as well as any other terms and conditions referred to in these Terms and Conditions and/or on Redseadives.com, and fully understands and agrees to these Terms and Conditions,
- 6.1.5. in public discussions and evaluations on Redseadives.cz and/or on social networks managed by MN, not to insult other discussants, MN contractors and/or MN and its employees in a rude and/or vulgar manner and/or not to publish other posts that would be contrary to good manners or otherwise inappropriate. In connection with public discussions on Redseadives.cz and/or on social networks managed by MN, MN reserves the right to remove posts that are in violation of these Terms and Conditions or otherwise harmful to MN and/or its contractual partners,
- 6.1.6. the User's posts and ratings in public discussions and reviews on Redseadives.cz and/or on social networks managed by MN will be automatically assigned to all Vouchers from one offer redeemed on the same day. The User is only entitled to rate Vouchers for which the service and/or item has been delivered. By publishing the rating on Redseadives.cz and/or on social networks managed by MN, the User agrees to the publication of such rating. The rating is indicated together with the User's first name or the first part of his/her email address. If a photo is included in the post and/or rating, you grant MN a gratuitous authorization to use the work (photo) (license), in its original, processed or otherwise modified form, in reviews and in MN's promotional materials in electronic or printed form, and MN accepts this license. The licence is granted in unlimited scope, i.e. without territorial or quantitative limitation and for the entire duration of the copyright. MN is not obliged to use the licence.

- 6.2. The User is obliged to comply with the legal regulations when using Redseadives.cz and is always obliged to respect the rights of MN and third parties, especially when dealing with copyright works and other intellectual property rights. In particular, the User must not:

- 6.2.1. use Redseadives.com in breach of these Terms,
 - 6.2.2. commercially exploit any part of Redseadives.cu in a manner that may cause damage to MN and/or the Applicant,
 - 6.2.3. obtain login names and/or passwords of other Users,
 - 6.2.4. abuse, block, modify or otherwise alter any part of Redseadives.cz, or even attempt to disrupt the stability, operation or data of Redseadives.cz,
 - 6.2.5. use mechanisms, software or other procedures that could have a negative impact on the operation of Redseadives.cz. Redseadives.cz may only be used to the extent that it is not detrimental to the rights of other Users or MN and that is consistent with its intended use.
- 6.3. Notwithstanding any other provision of these Terms, the User agrees that:
- 6.3.1. will not use Redseadives.cz if its use by the User would violate legal regulations,
 - 6.3.2. if he/she is under 18 years of age, he/she will not use such services of Redseadives.cz for which the minimum age for use is 18 years, and such services are marked with the symbol "18+" or other symbol of the same meaning,
 - 6.3.3. in public discussions on Redseadives.cz and/or on social networks managed by MN, not to insult other discussants, MN contractors and/or MN and its employees in a rude and/or vulgar manner and/or to post other contributions that would be contrary to good manners.
- 6.4. MN may allow Users to obtain an open voucher, where such a voucher does not contain a specific date of use of the services of the respective Supplier to which the User is entitled at the time of its issue. However, after the issuance of an open voucher, the User is entitled, within the time limit and under the conditions set out in the specific action, on the basis of which the User may conclude a Mediated Contract with a specific Supplier, to reserve, through the booking system on Redseadives.cz and/or in another way, a specific date on which the User will draw on the services of a specific Supplier.

7. PAYMENT TERMS

- 7.1. the price of the services and/or goods and any other costs under the Contract.
- 7.2. Cash at the place of service and/or receipt of goods.
- 7.3. Instant Payment by Transfer;
- 7.4. The prices of services and/or goods listed on Redseadives.cz are inclusive of VAT.
- 7.5. When arranging the acceptance of payments for payment of orders from Users, Redseadives.cz represents exclusively the Supplier, thus acting in its name and on its behalf. By making the payment and crediting it to MN's bank account for the ordered goods or services, the User fulfils his/her obligation towards the Supplier.
- 7.6. In the event that the User is a foreign person who is a foreign VAT payer (according to the relevant legislation of the country in question) and as such purchases goods and/or services from the Supplier through MN, the User agrees and acknowledges that the price for the goods and/or services, which the User is obliged to pay to the Supplier via MN (and which is indicated on the voucher) may differ from the price indicated on the tax invoice issued by the Supplier, as the Supplier may issue a tax invoice for the goods and/or services purchased for the amount less VAT at the relevant rate, under the reverse

charge regime (the so-called "VAT reverse charge"). 235/2004 Coll, of the Value Added Tax Act (hereinafter referred to as the "VAT Act"), over which MN has no influence. The amount corresponding to the relevant VAT is always payable as part of the voucher price and the price including VAT is the final price. Should the above described situation arise and the User subsequently asserts his/her right against the Supplier to a refund of the amount corresponding to the VAT in the relevant amount from the Supplier, the User acknowledges that MN is not in any way responsible and is not authorised or obliged to deal with the User instead of the Supplier in this matter and the User must contact the relevant Supplier directly. The User further acknowledges and agrees that in the event of a refund of the amount corresponding to the relevant VAT amount, the Supplier may also require the User to pay the costs incurred in connection with the refund, in particular the Supplier's transaction costs associated with cross-border payment and conversion between currencies (e.g. CZK to EUR) by the User. The refund of the amount corresponding to the VAT amount will not be possible if the User does not properly inform the Supplier that he is a foreign person and a VAT payer (i.e. that the reverse charge regime is to be applied). MN shall not be liable in this case and cannot mediate in the event of any dispute between the User and the Supplier. MN is not responsible for fluctuations in the euro/czk exchange rate and is governed by the CNB exchange rate..

- 7.7. If the User has chosen a cashless payment card as a payment method, he/she shall follow the steps communicated to him/her within the respective Internet payment gateway during the payment process. MN is not obliged to send the voucher for the use of services and/or goods to the User before the voucher price has been paid by the User.
- 7.8. Once the User has paid for the services and/or goods offered on Redseadives.cz, MN will deliver a receipt to the User via email.

8. FINAL PROVISIONS

- 8.1. All legal relations arising under or in connection with Redseadives.cz shall be governed by the laws of the Czech Republic, regardless of where access to and use of Redseadives.cz is made from.
- 8.2. Information on out-of-court settlement of consumer disputes:MN hereby informs the Consumer that disputes between MN and the Consumer that could not be settled directly can also be resolved through out-of-court settlement of consumer disputes. The Czech Trade Inspectorate (website www.coi.cz) is the subject-matter competent body for out-of-court resolution of consumer disputes; the Ministry of Industry and Trade maintains a list of bodies for out-of-court resolution of consumer disputes. The legal regulation of out-of-court settlement of consumer disputes is contained in particular in the provisions of § 20d et seq. of the Consumer Protection Act.
- 8.3. If any provision of the Terms is or becomes invalid or ineffective, such invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of any provision shall not affect the validity and effectiveness of the remaining provisions.
- 8.4. Tyto Podmínky nabývají účinnosti dne 17.2.2024.

Annex No.1 - Withdrawal from the Contract

Recipient (name and surname/company, address and, if applicable, e-mail address of the business):

I/We hereby notify (*) that I/We hereby withdraw (*) from:
the contract for the purchase of goods (specify description of goods)

.....(*)
service contracts (give a description of the services)

.....(*)
Date ordered (*)/date received (*)

Name and surname of the consumer(s):

.....
Address of the consumer(s):

Signature of consumer(s)
(only if this form is sent in paper form)

Date

(*)Strike out those that do not apply or fill in the data.