

General Terms and Conditions for the use of the service **Wakacje za benefity**

The mutual rights and obligations of the Customer and the Operator arising from the use of the website and the Wakacje za benefity service are governed by these General Terms and Conditions:

1. Definitions

1.1. In these General Terms and Conditions

- 1.1.1. **"Partner"** means a contractual partner of the Operator enabling Customers to use the Service. The Operator's main Partners in relation to the Service to Customers are the operators of internet portals providing short-term accommodation for recreational purposes, the payment service provider Payment Gateway and contractual partners of employers allowing employees to draw contributions from the employer's cultural and social needs fund.
- 1.1.2. **"Payment Gateway"** means a payment gateway operated by a Payment Service Provider.
- 1.1.3. **"Payment Service Provider"** means Československá obchodní banka, a. s., company registration number: 00001350, registered office at Radlická 333/150, Radlice, 150 00 Prague.
- 1.1.4. **"Operator"** is the business company CatchHotels.com s.r.o., ID No.: 178 70 771, with registered office at Koží 915/7, Staré Město, 110 00 Prague 1, registered in the Commercial Register maintained by the Municipal Court in Prague, under file number C 378119. The Operator is not a provider of accommodation services, it only offers the Customer their mediation, whereby the contractual relationship for accommodation arises directly between the Customer and the provider of accommodation services.
- 1.1.5. **"Login Data"** means the entry of a unique order line and/or a unique combination of the Customer's login name and the password chosen by the Customer, which the Customer stores in the database of the Website when setting up a Customer Account and/or the Customer's automatically generated by the Website.
- 1.1.6. **"Contract"** means the contract concluded between the Customer and the Provider, the subject of which is the provision of the Service representing the mediation of short-term accommodation to the Customer by the Provider according to the Customer's choice and under the terms of these GTC.
- 1.1.7. **"Service"** means the operation of the Website and the related technical solution by the Provider enabling the Customer, through the Provider, as an intermediary, to obtain information about short-term accommodation offers, making reservations and payments for short-term accommodation according to the current availability of and the Customer's choice on the Website.

- 1.1.8. **"Customer"** means any legal or natural person, other than the Provider, who uses the Service.
- 1.1.9. **"Customer Account"** means the non-public area of the Website that is accessible to the Customer by entering the Login Details and/or a unique order link.
- 1.1.10. **"GTC"** means these general terms and conditions.
- 1.1.11. **"Website"** means the website accessible from the web address <https://www.wakacje-za-benefity.pl>

2. Service - Wakacje za benefity

- 2.1. Through the Website and its technical solution, the Operator offers the Customer an information service about the offer of short-term accommodation, booking of short-term accommodation and payment of short-term accommodation, according to the Customer's choice and availability according to the offer of accommodation providers on portals providing short-term accommodation.
- 2.2. The Customer selects and enters the parameters of the accommodation order and the method of payment in the Web environment.
- 2.3. The Provider also allows the accommodation payment to be made using the Customer's benefits as an employee from the cultural and social needs fund of his/her employer, based on arrangements with selected contractual partners of employers providing the use of employee benefits for the employer.
- 2.4. The payment of the reservation in excess of the Customer's chosen use of the Customer's benefits according to the preceding paragraph is made in cashless form via the Payment Gateway and/or by bank transfer.
- 2.5. By ticking the box accepting the General Terms and Conditions in the Website environment, the Customer unconditionally agrees to these General Terms and Conditions and by accepting them, the Customer simultaneously declares his/her acquaintance with and understanding of their full content. For related questions, the Operator's customer service line is available.
- 2.6. The Contract shall come into existence upon confirmation of the Customer's accommodation reservation by the Operator.
- 2.7. The accommodation contract is concluded directly between the Customer and the accommodation provider selected by the Customer, The Operator only provides mediation and payment of the reservation of the accommodation selected by the Customer.

3. Accommodation reservation changes and cancellations

- 3.1. The Operator's website and technical solution is not primarily intended for additional changes to reservations. In case

- 3.2. Web environment offers the possibility of additional changes to a given reservation, it is a service at the request of the Customer and the Operator charges 99,- PLN for each additional reservation change.
- 3.3. Cancellation conditions are set by the accommodation provider selected by the Customer.
- 3.4. In cases where the accommodation service provider does not allow cancellation of the accommodation reservation, the Customer shall make payment of the accommodation price due upon booking. In cases where the accommodation service provider allows cancellation of accommodation bookings, the Customer shall pay the accommodation price no later than 14 days after booking.
- 3.5. Within this period, cancellation of the booking may be made without payment, in the event of cancellation after payment and/or due to a legal relationship between the Customer and the selected Accommodation Provider, the Customer shall be entitled to use the Service at the same value on an alternative date within a maximum period of the following 12 months from the date of cancellation, unless otherwise agreed between the Customer and the selected Accommodation Provider.

4. Use of Customer Account

- 4.1. Registration and access to the Customer Account are free of charge, but the Customer bears any costs associated with establishing an Internet connection for use of the Website, according to the agreed terms of the Customer's data service provider.
- 4.2. The Operator reserves the right to restrict, make unavailable or terminate the Customer's access to the Website and/or the Customer Account at any time, in whole or in part.
- 4.3. The Operator is entitled to shut down, modify and/or make unavailable the Website and/or the Customer Account or any part thereof at any time from the respective Internet address, for any reason whatsoever and also without compensation.
- 4.4. When using the Website and/or the Customer Account, the Customer undertakes to act in such a way that no harm is caused to him or the Operator by his use of.
- 4.5. The Customer declares that:
 - 4.5.1. is legally competent to the extent sufficient to conclude the Agreement and use the Website, in particular with regard to his/her age.
 - 4.5.2. all information provided by the Customer via the Website and/or Customer Account is complete, accurate and true.
- 4.6. The Customer understands that in the event of a breach and/or misuse of the Terms of Use of the Website and/or Customer Account, the Operator shall be entitled to take action to prevent any adverse effects of on the Operator's business at the Operator's discretion.

5. Data on payments

- 5.1. The Service allows the Customer to make payments in various ways offered by the Web environment.
- 5.2. With the support of the Web, non-cash payment through the Payment Gateway can be used for payment. The controller of all data on the use of the payment method is exclusively the Payment Service Provider, with whom the data is stored and processed. Neither the Provider nor the Website stores or processes payment or payment card data.
- 5.3. With the support of the Website, the Customer's benefits as an employee can be used to pay from the cultural and social needs fund of his/her employer, based on arrangements with selected contractual partners of employers offered in the Website environment. Neither the Operator nor the Website has any information about the status of the Customer's drawdown from such funds, except for data from the Customer's selected benefit providers designated by to make the actual reimbursement. Neither the Operator nor the Website further processes or stores such data.
- 5.4. All financial transactions made through the Payment Gateway and/or Benefit Accounts shall be deemed paid upon credit of the full amount paid to the Operator's bank account, and shall also apply to payments made by bank transfer.
- 5.5. The Operator shall not be liable in the event of misuse of payment information managed by the Payment Service Provider and/or the Benefit Account Operator.
- 5.6. The Customer shall receive an accounting receipt and payment confirmation for the payment made to the email entered during the completion of the payment of the payment.

6. Liability for harm

- 6.1. The Operator assumes no responsibility for the quality of the services provided by the accommodation service provider. The Customer expressly acknowledges that the Operator is not a party to the contractual relations on accommodation between the Customer and the selected accommodation service provider.
- 6.2. The Operator does not guarantee uninterrupted availability, functionality or safety of the Website. The Operator shall not be liable for damages caused to the Customer during the use of the Website, including any damages caused by data downloading, damages caused by interruption of operation, Website malfunction, computer viruses, damages due to loss of data, profit, unauthorized access to the Customer's transmissions and data, to the widest possible extent, except for the limits set by mandatory provisions of generally binding legal regulations.

7. Intellectual property and trademarks

- 7.1. We reserve all rights to our services, the Site and its content, including software, hardware, products, processes, algorithms, user interfaces, know-how, technology, innovative concepts, designs and other tangible or intangible assets or information

that we make available to you in the course of providing services or using the Site.

- 7.2. No license or right, express or implied, is granted to Customer in connection with the Site and the Service or any part thereof, including the right to obtain the source code, data or other property related thereto. Any rights not expressly granted to the Customer in these Terms are reserved by the Operator or the relevant rights owners.
- 7.3. In addition, all copyright, trademarks, design rights, database rights, patents and other intellectual property rights (whether registered or unregistered) displayed on, contained in or relating to the Site belong to the Operator or third parties and no licence or right to use them is granted to anyone.
- 7.4. All third-party products and services displayed on the Site are provided by professional providers acting as vendors.
- 7.5. Trademarks, logos, service marks, watermarks and other third-party content ("Trademarks") displayed on the Site are registered and unregistered trademarks of their respective owners.
- 7.6. All trademarks relating to third-party accommodation providers, vendors and other service providers displayed on the Site belong to their respective owners and the Operator uses these Trademarks for completeness only. The display of the Trademarks on the Site and availability of third party products or services on the Site should not be construed as an affiliation, endorsement or sponsorship of the Site and Service by any such third party. Nothing contained on the Site should be construed as a claim by Operator to any third party's Trademarks or as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the Site without the express written consent of its respective owner.

8. Changes to the GTC

- 8.1. The Operator may unilaterally change or amend the wording of the GTC. The Operator shall inform the Customer about the change of GTC in the Web environment or in another appropriate way so that the Customer can get acquainted with the current version of the GTC without undue difficulties. The GTC shall come into force at the moment of their publication on the Internet address of the Website.

9. Protection and processing of personal data

- 9.1. Information About protection And processing of personal data can be found In the Principle of protection of personal data at the following link: [Privacy policy \(wakacje-za-benefit.pl\)](https://wakacje-za-benefit.pl/privacy-policy).

10. Mandatory information for consumers

- 10.1. This article of the GTC is effective only with respect to the Customer who is a consumer. The provisions set out in this article of the GTC do not apply in particular to sole traders or trading companies.
- 10.2. The Operator hereby informs the Customer that:

- 10.2.1. the address for delivery of documents to the Operator is identical to the above mentioned address of the Operator's registered office;
- 10.2.2. 10.2.2. the Operator's address for delivery of electronic mail is: info@dovolena-za-benefity.cz and the data mailbox is: xb9t4cj;
- 10.2.3. 10.2.3. the Website is available free of charge, except for the price of the Internet connection used by the Customer, according to the terms and conditions of the Customer's data service provider;
- 10.2.4. 10.2.4. access to the Internet and an Internet browser are required to use the Website;
- 10.2.5. 10.2.5. the data on the conclusion of the Agreement, including these GTC, are stored in the Website's database and the Customer can access them at via the Customer Account.
- 10.2.6. 10.2.6. the Customer has the possibility to detect errors by checking the Customer Account;
- 10.2.7. 10.2.7. the Operator complies with all obligations arising from generally binding legal regulations of the Czech Republic; no other normative codes are binding on the Operator;
- 10.2.8. 10.2.8. the Customer is obliged to comply with these GTC, which are also part of the Agreement, and with valid and effective generally binding legal regulations of the Czech Republic in connection with the performance of the contractual relationship with the Operator;
- 10.2.9. 10. 2.9. In the case of an order for accommodation to be performed on a specific date or within a specific period in accordance with the provisions of Section 1837 (j) of the Civil Code, the Consumer is not entitled to withdraw from the Contract within a 14-day period by reason of the conclusion of the Contract by means of distance.**
- 10.2.10. The customer may lodge a complaint with the supervisory authority or the state supervisory authority. The Czech Trade Inspection Authority handles out-of-court consumer complaints in the manner and under the conditions set out in the relevant legal regulations.

11. Applicable law

- 11.1. These GTC, as well as the Agreement, are governed by and shall be interpreted exclusively in accordance with the law of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code. In the event of the occurrence of a foreign element in the relationship of the Customer and the Operator, it is hereby agreed by them that such relationship shall be governed exclusively by the laws of the Czech Republic and in the event of a dispute, the jurisdiction of the court with subject matter jurisdiction in Prague, namely the District Court for Prague 1 or the Municipal Court in Prague, shall always be given.

12. Effectivity

12.1. These GTC come into force and effect on: 07.10.2024.