

Terms and conditions

inflavour s.r.o. with its registered office at Myslíkova 209/5, Praha 1, 110 00 registration number 05249651 entered in the companies register maintained by Prague, Part C 260673 for the sale of services through the website www.pragusto.com

1. INTRODUCTORY PROVISIONS

1.1 The terms and conditions of inflavour s.r.o., with its registered office at Myslíkova 209/5, registration number 05249651, entered in the companies registered maintained by Prague 1, Part C 260673, govern in compliance with the provisions of Section 175(1) of Act No. 89/2012, the Commercial Code, the mutual rights and obligations of the parties arising out of or in connection with an agreement concluded between the Vendor and another legal person, by means of the Purchaser's (customer) order, and the acceptance thereof by the Vendor through an interface of the Vendor's, website, www.pragusto.com, or otherwise. The terms and conditions form an integral part of every agreement concluded between inflavour s.r.o. as the Vendor and the Customer, unless the parties expressly agree otherwise.

1.2. The Vendor may unilaterally amend or add to these terms and conditions. Such a provision shall be without prejudice to the rights and arising during the effective period of these terms and conditions

2. CONCLUSION OF PURCHASE AGREEMENT

2.1 For the purpose of ordering services, the Vendor shall complete an order form in the interface of the Vendor's website. The order form contains particular information about the type of Food Tour that the Purchaser selects and enters in the reservation calendar. The Purchaser shall include the name and surname of the participant, the participant's email address and telephone number, the number of participants (children) and other information about possible limitations of the participant (such as food allergies, illnesses and such like).

2.2 The order is binding upon the Purchaser, which agrees with these terms and conditions and the price for the services as indicated on the www.pragusto.com website. The Purchaser declares that it has familiarised itself with the terms and conditions.

2.3 The Vendor reserves the right to reject the Purchaser's order or return it to the Purchaser for completion, and to give the Purchaser reasonable time to do so. If the time limit expires without the order having been made, the Purchaser's order shall be regarded as undelivered.

2.4 The agreement comes into force upon delivery of the order, payment and subsequent issue by the Vendor of an (acceptance) email confirming that the payment has been made and of an email containing basic information about the Food Tour.

3. PRICE AND PAYMENT CONDITIONS

3.1 The payment method for "Food Tour" is by credit card, via the GOPAY s.r.o., payment gateway.

3.2 As soon as the payment for the service has been credited to the Vendor's account, an email shall immediately be sent to the Purchaser with confirmation of the payment and details of the tour.

3.3 Under exceptional circumstances, "LAST MINUTE orders" can be paid for in cash at the Food Tour venue 15 minutes before the Food Tour is due to commence.

3.4 inflavour s.r.o. does not pay valueadded tax. The Vendor shall issue the Purchaser an invoice for the service by sending it in electronic format to the Purchaser's email address.

3.5 The price is indicated in euro and is the full price of the service, including the fee for a payment made from abroad.

4. CANCELLATION AND WITHDRAWAL

4.1 The Purchaser reserves the right to cancel the order (withdraw from the agreement) no later than fourteen (14) days before the "Food Tour" commences. Only in such an instance may the ticket price be refunded, and a fixed transaction fee of 1 Euro shall be deducted from the refunded amount. In order to cancel the order, the Purchaser must complete the form provided by the Vendor and which is included with these terms and conditions as an appendix. Cancellation of the order must be sent by the Purchaser to the email address info@pragusto.com. The withdrawal is deemed to have come into effect only if the email is delivered by the Purchaser to

the electronic email address of the Vendor at info@pragusto.com. by the deadline for withdrawing from the purchase agreement. 4.2 Should the Purchaser cancel the order, the Purchaser shall bear the costs incurred by the Vendor of returning the payment, as indicated in Article 4.1.

4.3 Should an order be cancelled, within fourteen (14) days from receipt of cancellation notification the Vendor shall refund the payment received from the Purchaser. The payment shall be refunded in the same manner in which the Vendor received the payment from the Purchaser.

4.4 Should the Purchaser fail to withdraw the order 14 days before the Food Tour commences and does not attend the event on the specified date, the Vendor is entitled to recover any costs or damages incurred (in particular for being unable to offer the service on the same date to another party), at 100% of the amount paid.

4.5 Should the Purchaser send the order form in a period of less than 14 days, the cancellation conditions shall not apply, and Article 4.4 shall come into effect.

4.6 In exceptional circumstances, inflavour s.r.o. may cancel the Food Tour seven days before the commencement of the Food Tour. In such situations, it is obligated to reimburse the Purchaser 100% of the price of the Food Tour.

5 OTHER RIGHTS AND RESPONSIBILITIES

5.1 Change of participant: should the Purchaser inform inflavour s.r.o. (by electronic mail to the info@pragusto.com address) that a person other than the person indicated in the email shall participate in the Food Tour, the original customer and the substitute customer shall be jointly and severally liable for payment of the tour price. The original customer must acquaint the substitute customer of these conditions and other information provided about the Food Tour.

5.2 inflavour s.r.o. reserves the right to subsequently rectify any errors in published prices, dates and other information in the Food Tour offer.

5.3 Any person aged 18 or above that has concluded an agreement with inflavour s.r.o. or a person on whose behalf an agreement was concluded may participate in a Food Tour.

5.4 All content and material (website) provided to the user remains the sole property of inflavour s.r.o. The user may not disseminate or copy such content and material without prior consent.

5.5 inflavour s.r.o. accepts no responsibility for the Purchaser's property or any loss, damage or theft of such property. All insurance claims are settled by the Purchaser.

5.6 For marketing purposes, inflavour s.r.o. is entitled to use all pictorial, graphic or audio material (photographs, videorecordings and sound recordings) on websites and in other promotional materials.

5.7 The Purchaser takes note that participation in the Food Tour is at the Purchaser's own risk and liability.

5.8 All service information presented on the website www.pragusto.com is of an informative nature and does not constitute a proposal to enter into an agreement under Section 1732(2) of the Commercial Code.

6. PERSONAL DATA PROCESSING NOTICE

6.1. In this section, the Vendor provides the Purchaser with the information on the processing of his/her personal data as it is required by Art. 13 and 14 of the Regulation (EU) 2016/679, General Data Protection Regulation ("GDPR"). The terms used in this section 6 such as e.g. "controller" have the meaning defined in Art. 4 GDPR. The controller of the personal data is the Vendor – i.e. inflavour s.r.o. as specified in Art. 1.1.

6.2. The Vendor processes the following categories of Purchaser's personal data: (i) full name, (ii) contact details (phone number, e-mail address) and (iii) the country of residence. These personal data are provided by the Purchaser directly. The Purchaser is aware that he/she is required to provide personal data (in the order in the Vendor's website interface) that is accurate and truthful. The Purchaser is obligated without undue delay to inform the Vendor about any changes to the Purchaser's personal data.

6.3. The Vendor processes the personal data stated in Art. 6.2. for the purposes of entering into the Contract with the Purchaser and performing thereof. The processing of that personal data is necessary for the performance of a contract to which the Vendor and the Purchaser are party or in order to take steps at the request of the Purchaser prior to entering into such a contract under Art. 6 (1) (b) GDPR. Thus, the provision of the personal data is a contractual requirement/obligation, or a requirement necessary to enter into a contract.

6.4. There are no external recipients which receive personal data as controllers / processors. The Vendor does not transfer any of Purchaser's personal data to any country outside the European Union or the European Economic Area or an international organisation.

6.5. The personal data will be kept by the Vendor and will be stored by it for 4 years or the period imposed on the Vendor by law (whichever is longer). Personal information will be processed in electronic format using an automated process or in printed format through a manual process.

6.6. With regard to the processing of personal data, the Purchaser has the following rights: i. request the access to the personal data pursuant to Art. 13 (2) (b) and Art. 15 GDPR; ii. request the rectification of the personal data pursuant to Art. 13 (2) (b) and Art. 16 GDPR; iii. request the erasure of the personal data pursuant to Art. 13 (2) (b) and Art. 17 GDPR; iv. request the restriction of processing pursuant to Art. 13 (2) (b) and Art. 18 GDPR; v. request the data portability pursuant to Art. 13 (2) (b) and Art. 20 GDPR; vi. right to object on grounds relating to the particular situation of the data subject, at any time of processing of personal data concerning the data subjects which is based on Art. 6 (1) (f) GDPR, including profiling based on those provisions pursuant to Art. 21 (1) GDPR; vii. right to lodge a complaint with a supervisory authority pursuant to Art. 57 (1) (f) GDPR at the Czech Office for Data Protection website: www.uoou.cz. The Purchaser is also entitled to appeal the decision of the Czech Office for Data Protection; viii. in case of infringement of rights of the Purchaser the right to file for court action against the Vendor before the court having jurisdiction at the permanent or temporary residence of the Purchaser.

6.7. The Vendor maintains adequate security measures to safeguard all personal data from loss, misuse, unauthorized access, disclosure, alteration or destruction. The Vendor also maintains adequate procedures to help ensure that the data is reliable for its intended use, accurate, complete and current.

7. CONCLUDING PROVISIONS

7.1 The relationship between the parties is governed by Czech law. Business practices taking precedence over a legislative provision with a nonmandatory effect, under Section 558(2) of the Commercial Code, shall not apply. The parties agree to make every effort to amicably resolve any disputes arising in connection with these terms and conditions. Should a dispute arise, the Purchaser and the Vendor shall make every effort to resolve any disagreement between them. Should the Purchaser and the Vendor fail to amicably resolve any dispute or settle any claim arising from this agreement or in connection with it, the dispute or claim shall be resolved by a court of competent jurisdiction in the Czech Republic.

7.2 Each party must without delay inform the other party about all information not included in this agreement that could influence fulfilment of obligations under this Agreement.

7.3 If any provision of these terms and conditions is invalid or unenforceable, in such a case the invalid or unenforceable provisions shall be replaced by lawful closest to expressing the intention of the invalid or unenforceable term or provision. The validity of the remaining stipulations shall not be affected.

7.4 Orders are archived by the Vendor in electronic format and are not accessible.

7.5 A sample form for withdrawing from the order is attached as an appendix to these Terms and conditions.

7.6 These Terms and Conditions are effective from 1 August 2016