

PRAGUE FEAR HOUSE GENERAL BUSINESS TERMS AND CONDITIONS

I. Introductory provisions

1. These general business terms and conditions (hereinafter referred to as the “**Terms and Conditions**”) stipulate the legal relationships arising from purchase contracts concluded by and between Prague Fear House s.r.o. company with the registered office at Lodecká 1181/4, Nové Město, 110 00 Prague 1, identification No (IČ): 04729897, incorporated in the Commercial Register kept by Municipal Court in Prague, section C, record 252780 (hereinafter referred to as the “**Seller**”) and the buyer.

2. All the contractual relationships are concluded in accordance with the legal regulations of the Czech Republic. If the buyer is a consumer (see the definition below in article II of these Terms and Conditions), the relationships not stipulated explicitly by these Terms and Conditions are governed by Act No 89/2012 Coll., Civil Code (hereinafter referred to as the “**CC**”) and Act No 634/1992 Coll., Consumer Protection Act. If the buyer is not a consumer, the legal relationships arising from the contract beyond the scope of these Terms and Conditions are governed by the CC.

3. An integral part of these Terms and Conditions are Operation Rules of the Seller enclosed as Annex No 1.

II. Definitions

Consumer – every person who concludes a contract with an entrepreneur or has other dealings with an entrepreneur beyond the scope of his/her business activities or beyond the scope of performance of his/her job.

Consumer contract – a purchase contract, contract for work or another contract where one party is an entrepreneur and the other party is a consumer.

Events – tours organised by the Seller held along the marked tour routes in the cellar/basement premises of the Seller’s building. The tours happen mainly in the dark and in the specific area which is adapted for this purpose and which have a high fear effect on the Event participants due to their nature or arrangement. The Events are organised in two versions – in the “**regular**” version and in the “**hard**” version. The Events are described in more detail in the Operation Rules.

Buyer – a buyer of a ticket, a gift voucher or a meal voucher. The buyer can be a consumer or an entrepreneur who makes the purchase within the scope of his/her business activities or in connection with them.

Service recipient – it is the buyer or a third person whom the buyer enabled to use the ticket, gift voucher or meal voucher.

Service – means any services provided by the Seller to the service recipient under the conditions specified in these Terms and Conditions.

Ticket – a ticket to a “regular” Event or to a “hard” Event.

Gift voucher – a voucher proving the right of the service recipient to use the service specified in detail in the gift voucher, either admission to a “regular” Event or to a “hard” event according to the specification in the gift voucher. The gift voucher is also used as a ticket for the particular Event.

Meal voucher – a voucher proving the right of the service recipient to eat a meal in the bar of the Seller according to the choice of the service recipient and at the price for which the meal voucher is issued.

Voucher – a gift voucher or a meal voucher

Goods – a ticket, a gift voucher or a meal voucher

III. Price of the goods and services and payment terms

1. The prices of the goods and services are specified including VAT, unless it is stated explicitly that the price is excluding the corresponding VAT rate. The prices remain valid for the whole time when they are presented on the website of the Seller at www.praguefearhouse.com.

2. The buyer is obliged to pay the prices of the goods and services purchased from the Seller online on the website of the Seller at www.praguefearhouse.com to the Seller to its account by means of the payment system. The price of the goods and services purchased in the shop of the Seller can be paid in cash or by card.

3. The Seller is entitled to require the settlement of the whole purchase price before sending the goods to the buyer. The provisions of section 2119 (1) of CC will not be used.

4. A tax document – an invoice will be issued by the Seller to the buyer after the price is paid and after (or at the moment when) the goods are delivered.

IV Conclusion of the contract, delivery, validity

1. Conclusion of the contract if the ticket and/or voucher is purchased online through the website of the Seller at www.praguefearhouse.com:

If the buyer is a consumer, a proposal for purchase contract conclusion (an offer) is placing of the offered goods by the Seller to the website of the Seller at www.praguefearhouse.com and the purchase contract is concluded when an order is sent by the buyer and received by the Seller. Without any unnecessary delay, the Seller will confirm to the buyer that his/her order has been received by sending a notification to the specified e-mail. However, this notification is for information only and it does not affect the moment when the purchase contract is concluded.

If the buyer is not a consumer, a proposal for purchase contract conclusion is considered to be an order for goods sent by the buyer and the actual purchase contract is concluded at the moment when a binding confirmation of the order is sent by the Seller to the buyer to the specified e-mail.

By means of the above specified description leading to conclusion of the purchase contract, the buyer confirms that he/she has read these Terms and Conditions and agrees with them. The website of the Seller offers a clear possibility to read the Terms and Conditions before the order is sent and it is strongly recommended to the buyer to read them carefully.

2. If the ticket and/or voucher are purchased online through the website of the Seller at www.praguefearhouse.com, the ticket/voucher will be sent to the buyer solely to the e-mail specified by the buyer immediately after the contract is concluded. The service recipient is

entitled to obtain the service from the Seller only after a valid ticket or voucher is submitted in the paper form (i.e. the service recipient is obliged to print the ticket or voucher). If the ticket and/or voucher are purchased in the Seller's premises, the ticket or voucher will be handed over to the buyer in the paper form.

3. The purchased ticket is not for a particular date and time of an Event, unless it is agreed otherwise explicitly in case of a "hard" Event.

4. The buyer is entitled to buy maximum 9 tickets per one purchase through the website of the Seller at www.praguefearhouse.com. If the buyer wants to buy 10 or more tickets online, the buyer is obliged to purchase the tickets by means of the Seller's e-mail address rezervace@praguefearhouse.com.

5. A purchased ticket or voucher cannot be exchanged for cash and unused value of the voucher is not returned or refunded.

6. The ticket or the voucher is valid for a period of 6 months from the day on which it was purchased and their validity cannot be extended.

7. Delivery terms are extended in case of unexpected events not caused by the Seller, such as unexpected force majeure events, internet connection failures, strikes and other obstacles which the Seller cannot influence. In this case it is not possible to make financial claims against the seller due to delay. Direct damage arising due to the delay with the delivery of the ticket or voucher caused by the Seller can only be claimed up to the value of the ticket or voucher the delivery of which was delayed by the Seller.

V. Right of the consumer to withdraw from the contract

1. For the contracts concluded through the website of the Seller at www.praguefearhouse.com, the buyer, if it is a consumer, is entitled to withdraw from the contract within 2 weeks after the receipt of the goods (i.e. the ticket or voucher) pursuant to section 1829 of the CC. This right can only be exercised if it is a consumer.

2. Pursuant to the provisions of section 1820 (f) of the CC, the Seller herewith provides advice to the consumers concerning their right to withdraw from the contract in compliance with the government decree No 363/2013 Coll. in case the purchase contract is concluded using remote means:

1. Right to withdraw from the contract.

1.1 You are entitled to withdraw from the concluded contract without stating the reason within 2 weeks.

1.2 You are entitled to withdraw from the contract without stating the reason within 2 weeks from the day following the day of the goods delivery, i.e. from the day following the day on which you or a third person appointed by you (other than the carrier) takes over the goods.

1.3 In order to exercise the right for withdrawal from the contract, you have to inform Prague Fear House s.r.o. company, with the registered office at Lodecká 1181/4, Nové Město, 110 00 Prague 1, e-mail: rezervace@praguefearhouse.com about your withdrawal from this contract in the form of a one-sided legal act (for example a letter sent by means of the postal services provider or by e-mail). You can use the below sample form for withdrawal from the contract but you are not obliged to do so.

1.4 To meet the deadline for withdrawal from this contract, you can send the withdrawal from the contract before the relevant deadline expires.

2. Consequences of withdrawing from the contract.

2.1 The payment will be refunded within 2 weeks from the day on which the withdrawal from the contract is delivered. The refund will be made in the same way as the payment or sent to an account you specify.

3. Sample notification of withdrawal from the contract.

Notification of withdrawal from the contract

- Addressee: Prague Fear House s.r.o., with the registered office at Lodecká 1181/4, Nové Město, 110 00 Prague 1, e-mail: rezervace@praguefearhouse.com

- I/We (*) notify herewith that I/we (*) withdraw from the contract for purchase of these goods (*)/ contract for provision of these services (*)

- Date of order (*)/Date of receipt (*)

- Name and surname of the consumer(s)

- Address of the consumer(s)

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

- Date

(*) Delete not applicable or complete the information.

VI. Complaints regulations

1. The Seller is obliged to provide the service to the service recipient in compliance with the concluded contract, these Terms and Conditions and generally binding legal regulations. If the service performance is faulty, the service recipient is entitled to the rights arising from this faulty performance.

2. If the defect can be eliminated, the service recipient may either claim the rectification (e.g. provision of a substitute service) or addition of the missing part or an adequate discount from the price. If the defect cannot be eliminated, the buyer can either withdraw from the contract or claim a corresponding discount from the price.

3. It is only possible to complain about discrepancy between the provided service and the contract, not about the result of the service (for specification of the individual Events, see the Operation Rules of the Seller). The Seller explicitly states that it does not guarantee the result of the service (for example the Seller does not guarantee that the service recipient will be scared during the Event etc.).

4. A defect of the service must be notified without any unnecessary delay after the service recipient finds out about it, either by stating the defect or informing about its manifestation.

5. The Seller is obliged to issue a written confirmation for the consumer stating the date when the consumer exercised the right, the content of the complaint and the required way of handling the complaint. The Seller will also issue a confirmation of the date and way of handling the complaint, including the confirmation that rectification was made and the time of its duration, or written justification why the complaint was rejected.

6. The Seller or a person authorised by the Seller will decide about the complaint from the consumer immediately and in complicated cases within three days. This period does not include the time required for specialist examination of the defect adequate to the particular type of the product or service. A complaint from the consumer, including the defect rectification, must be handled without any unnecessary delay, latest within 30 days from the day on which the complaint was made, unless the Seller agrees with the consumer on a longer deadline. If this deadline expires in vain, it is considered a significant breach of the contract.

7. If the complaint from the consumer is not solved in time, the consumer is entitled to withdraw from the contract.

8. The service recipient is not entitled to the rights arising from a faulty performance if:

- the service recipient had known about the defect before the service was provided;
- the defect was caused by the service recipient himself/herself, mainly due to provision of incorrect or incomplete documents.

9. Pursuant to the provisions of section 1820 (1) (j) of the CC, the buyer is entitled to turn with his/her potential complaint which has not been solved to his/her satisfaction by the complaint handling employees of the Seller to the competent Czech court or to Czech Trade Inspection Authority (www.coi.cz), or to the locally competent Trade Supervisory Office according to the registered office of the Seller.

10. Pursuant to Act No 634/1992 Coll., Consumer Protection Act, as amended, the consumer is entitled to out-of-court solution of the consumer dispute arising from the contract for provision of services. The entity authorised to solve the dispute out of court is Czech Trade Inspection Authority. Detailed information is available on the website www.coi.cz. The out-of-court solution of a consumer dispute is commenced upon request from the consumer if the dispute was not solved directly with the accommodation provider. A proposal can be lodged within one year from the day on which the consumer first exercised its right which is subject matter of the dispute at the Seller.

VII Personal data protection

1. The Seller declares that all the personal data are confidential and they will be used solely for the fulfilment of the contract concluded with the buyer and offering goods and services and marketing events of the Seller. None of the provided personal data will be published in any way, provided to a third person etc., except for a situation connected with the distribution or payment system connected with the ordered goods (notification of the name, account number and delivery address), offer of a transaction and services or special marketing campaigns.

2. All the personal data provide voluntarily by the buyer to the Seller for the purpose of the contract fulfilment or marketing campaigns of the Seller are gathered, processed and kept in accordance with the applicable acts of the Czech Republic, mainly with the Act No 101/2000 Coll., on Personal Data Protection, as amended. These include mainly the name, surname, address, date of birth, telephone number and e-mail address. The buyer gives the Seller his/her consent with gathering and processing of these personal data for the purposes of fulfilment of the subject matter of the concluded purchase contract and use for marketing purposes of the Seller (mainly for sending commercial messages, also by means of third parties, telemarketing, text messages). The buyer is entitled to revoke its consent any time by means of a written notification sent to the address of Prague Fear House s.r.o., with the registered office at Lodecká 1181/4, Nové Město, 110 00 Prague 1 or to the e-mail address info@praguefearhouse.com. The buyer has the right to access his/her personal data, the right to correct them and other statutory rights concerning these data.

VIII. Applicable law, jurisdiction

1. The applicable law is the law of the Czech Republic. The competent court for both parties is the materially competent court of the Seller. However, the Seller is entitled to claim its rights at the place of the registered office or permanent address of the buyer.

2. If any of the provisions of the Terms and Conditions is in contradiction with the CC, the relevant CC version applies. However, the other articles of the Terms and Conditions remain unaffected.

IX Final provisions and validity of the Terms and conditions

1. The buyer agrees with using remote communication means when concluding the purchase contract. Any costs arising to the buyer from using the remote communication means in connection with conclusion of the purchase contract (costs of the internet connection, phone calls) shall be borne by the buyer.

2. By placing an order through the Seller's website at www.praguefearhouse.com, the buyer confirms that it has read the Terms and conditions, agrees with them and accepts them without any reservations.

3. These Terms and Conditions are valid and effective starting from 1 May 2017.