

General Terms and Conditions

I. Introductory provisions

1.1 These General Terms and Conditions (the “Terms and Conditions”), in accordance with Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (the “Civil Code”), govern the rights and obligations of the contracting parties arising in connection with the use of the web portal at adrspasskeskaly.cz/online-nakup (the “Web Portal”), in particular legal relationships arising in connection with or on the basis of a contract concluded between Technické služby Adršpach, s.r.o., Company ID No. 252 99 115, with registered office at Horní Adršpach 128, 549 52 Adršpach, registered in the Commercial Register maintained by the Regional Court in Hradec Králové under file No. C 14110 (“TS Adršpach”), as operator of the Web Portal and the Visitor Trail, and a customer of the Web Portal, and also, in particular, legal relationships arising in connection with or on the basis of a contract concluded between the Municipality of Adršpach, Company ID No. 006 53 560, with registered office at Horní Adršpach 128, 549 52 Adršpach (the “Municipality of Adršpach”), as operator of the car park, and a customer of the Web Portal.

1.2 Contact details of TS Adršpach:

- Address: Horní Adršpach 128, 549 52 Adršpach
- E-mail: info@adrspasskeskaly.cz
- Telephone: +420 731 151 656

1.3 Contact details of the Municipality of Adršpach:

- Address: Horní Adršpach 128, 549 52 Adršpach
- E-mail: ou1@obecadrspach.cz
- Telephone: +420 491 586 038

1.4 An “Entrepreneur” is a person who, within the meaning of Section 420 et seq. of the Civil Code, independently carries out a gainful activity on their own account and responsibility, by way of a trade or similar activity, with the intention of doing so on a continuous basis for profit. For consumer-protection purposes, an entrepreneur also includes any person who concludes contracts in connection with their own commercial, manufacturing or similar activity or in the independent exercise of their profession, as well as a person acting in the name or on behalf of an entrepreneur and a person entered in the Commercial Register.

1.5 A “Consumer” is any natural person who, within the meaning of Section 419 of the Civil Code, acts outside the scope of their business activity or outside the independent exercise of their profession when concluding a contract or dealing with the seller.

1.6 A “Customer” is a user of the Web Portal who concludes a contract with TS Adršpach or the Municipality of Adršpach through the Web Portal.

1.7 The operator of the visitor trail in the Adršpach-Teplice Rocks National Nature Reserve (the “Visitor Trail”) is TS Adršpach.

1.8 The owner of the car park (the “Car Park”) is the Municipality of Adršpach.

1.9 A fee is charged in connection with use of the Visitor Trail (the “Fee”). Entry to the Car Park is subject to a charge unless stated otherwise below. The Fee is collected to ensure operation and maintenance of the Visitor Trail, in particular maintenance and repairs of visitor infrastructure, the operation of the Visitor Trail and protection of property against increased wear caused by the high number of visitors. The Fee therefore represents compensation for use of the Visitor Trail. The Fee may be paid online through the Web Portal or in person on site. Authorisation to enter the Car Park may likewise be purchased online through the Web Portal or in person on site. TS Adršpach operates the Web Portal to enable online payment of the Fee (“Online Fee Payment”) and the sale of online authorisations to enter the Car Park (“Online Parking Authorisation”). Vehicles displaying a parking permit for persons with disabilities may enter and park in the Car Park free of charge without purchasing an Online Parking Authorisation.

1.10 Entry to the Visitor Trail is permitted upon presentation of a valid confirmation that the Fee has been paid (the “Confirmation”). The visitor must keep the Confirmation with them throughout the visit to the Visitor Trail, either in printed or electronic form, so that it can be read by a QR-code reader. During the visit the visitor may at any time be asked by park wardens or other persons authorised by TS Adršpach to present a valid Confirmation.

1.11 These Terms and Conditions and the Personal Data Processing Information form an integral part of every contract concluded through the Web Portal between TS Adršpach and the Customer or between the Municipality of Adršpach and the Customer. By submitting an order, the Customer confirms that they have read these Terms and Conditions in advance (available at www.adrspasskeskaly.cz/obchodni-podminky) and the Personal Data Processing Information (available at www.adrspasskeskaly.cz/osobni-udaje).

II. Order and conclusion of contract - Online Fee Payment

2.1 The contracting parties to an Online Fee Payment are TS Adršpach and the Customer. A contract for Online Fee Payment may be concluded by a Customer over 16 years of age (provided that the Online Fee Payment is appropriate to their intellectual and volitional maturity) or by a legal entity.

2.2 Where a reduced Fee is conditional upon meeting specific requirements, a person claiming such reduction when making an Online Fee Payment must prove that those requirements are met upon request by an authorised representative of TS Adršpach. A reduced Fee may be claimed in the following cases, subject to the stated requirements:

- Children aged 3 to 15 years (from the day they reach the age of 3 until the day preceding their 15th birthday), upon presentation of a document proving age, e.g. a health insurance card.
- Students up to 26 years of age, upon presentation of a valid document proving student status, e.g. student record book, index, ISIC card, school record book or student transport card.
- Persons over 65 years of age, upon presentation of an identity document proving age.
- Holders of a ZTP/P card + accompanying person.

In addition to the above:

- Children under 3 years of age (until the day preceding their 3rd birthday) may use the Visitor Trail free of charge and do not pay the Fee.
- The person accompanying a holder of a ZTP/P card may use the Visitor Trail free of charge and does not pay the Fee.

2.3 In addition to the reduced Fees referred to above, if the Customer makes the Online Fee Payment at least one day before the planned visit to the Visitor Trail, the amount of the Fee will be governed by the reduced price list available at www.adrspasskeskaly.cz/cenik. If the Customer makes the Online Fee Payment on the day of the visit itself, the Fee will be the same as the Fee paid at the Visitor Trail ticket office on site (the on-site price list is also available at www.adrspasskeskaly.cz/cenik).

2.4 The Customer agrees to the use of means of distance communication when concluding the contract. Any costs incurred by the Customer in using means of distance communication in connection with conclusion of the contract (internet connection, telephone calls, possible printing of the Confirmation) are borne by the Customer.

2.5 To make an Online Fee Payment, the Customer follows the order form on the Web Portal. An Online Fee Payment can only be made for a specific day and time window. The order form displays the days of the selected month and available time windows with free capacity.

2.6 The number of visitors to the Visitor Trail is capacity-limited so that only a limited number of visitors may enter the Visitor Trail during any one hour. TS Adršpach determines the capacity of the Visitor Trail at its discretion, taking into account the need to protect the unique natural area of the Adršpach Rocks. Accordingly, the number of Customers who may make an Online Fee Payment for a particular time window is limited. For the avoidance of doubt, the limit on Customers who may make an Online Fee Payment and the limit on visitors who may pay the Fee on site are set separately. If the limit for Online Fee Payments has not been fully used, TS Adršpach may, as needed, increase the number of visitors who may pay the Fee on site so that the overall capacity limit of the Visitor Trail can be fully used.

2.7 The order form on the Web Portal is intended for Online Fee Payments by individuals or groups of up to 10 persons. Groups of 10 or more visitors, in particular group tours, tours organised by travel agencies or tour operators, or other organised groups ("Group Tours"), must use the special form available on the Web Portal at www.adrspasskeskaly.cz/skupiny-rezervace to make a reservation, pay the Fee and purchase authorisation to enter the Car Park, and are subject to the special conditions set out at www.adrspasskeskaly.cz/skupiny (in particular, they must receive confirmation of the Group Tour reservation from TS Adršpach). TS Adršpach emphasises that, for reasons of visitor safety, smooth movement of visitors, prevention of excessive adverse

effects of visitor traffic on the Adršpach-Teplice Rocks National Nature Reserve as a whole, and effective handling of possible emergency situations, it is prohibited to organise, conduct or participate in Group Tours of the Visitor Trail without prior confirmation of the Group Tour reservation by TS Adršpach.

2.8 If it is found that the order form on the Web Portal has been used to reserve and make an Online Fee Payment for a Group Tour contrary to the preceding provision, TS Adršpach is entitled to invalidate such Online Fee Payments without refund and to invalidate the issued Confirmations. Confirmations invalidated as a result of unauthorised Online Fee Payments may not be used for authorised entry to the Visitor Trail.

2.9 Within the selected day, the Customer chooses the desired visit time from the available time windows and selects the required tariff for the Online Fee Payment. If parking is available in the Car Park on the selected day according to the system, the Customer may add the purchase of an Online Parking Authorisation to the Online Fee Payment (see Article III below). The Customer must also confirm that they are not making an Online Fee Payment for a Group Tour and are not part of a Group Tour.

2.10 When selecting a tariff for the Online Fee Payment, the Customer may select no more than 10 tariff items. A tariff item means, for example, adult, child, family, dog, etc.

2.11 To successfully make an Online Fee Payment, the Customer must duly complete the order form on the Web Portal. In addition to selecting the required tariff, the Customer must provide the following information:

- First name and surname
- Address (street and house number, city, postal code, country)
- E-mail
- Telephone

If the value of the order exceeds CZK 10,000, the Customer will also be given the option to enter billing details:

- Company
- Company ID
- VAT number
- Registered office/address (street and house number, city, postal code, country)

2.12 After successful Online Fee Payment, the Customer will be issued a Confirmation. The Confirmation is valid only on the selected day and within the selected time window. The Customer may use the Confirmation to enter the Visitor Trail only during the time window selected in the order. The Confirmation contains a unique QR code required for its use; upon entry to the Visitor Trail, the Customer must present the Confirmation so that the QR code can be read by a scanner.

2.13 All prices stated in the order form are final and include VAT.

2.14 Before submitting the order, the Customer may check and amend the data entered in the order. The Customer submits the order by clicking the "Buy" button. TS Adršpach considers the information stated in the order to be correct.

2.15 TS Adršpach and the Municipality of Adršpach have 14 days to deal with any complaint or claim.

III. Order and conclusion of contract - Online Parking Authorisation

3.1 The contracting parties to a contract for the purchase of an Online Parking Authorisation are the Municipality of Adršpach and the Customer. Such a contract may be concluded by a buyer over 16 years of age (provided that conclusion of the contract is appropriate to their intellectual and volitional maturity) or by a legal entity.

3.2 The Customer agrees to the use of means of distance communication when concluding the contract. Costs incurred by the Customer in connection with use of such means (internet connection, telephone calls, possible printing of the Online Parking Authorisation) are borne by the Customer.

3.3 To purchase an Online Parking Authorisation, the Customer uses the order form for Online Fee Payment on the Web Portal. When selecting the tariff for Online Fee Payment, the Customer will be offered the option to purchase an Online Parking Authorisation, together with information on current availability. An Online Parking Authorisation may be purchased only together with an Online Fee Payment and only for the day for which the Online Fee Payment is made. It cannot be purchased separately.

3.4 The Municipality of Adršpach may also sell authorisations to enter the Car Park on site at its own discretion and subject to available capacity. The Municipality will, however, always ensure parking in the Car Park for all vehicles with a purchased Online Parking Authorisation.

3.5 A Customer may purchase no more than 10 Online Parking Authorisations in one order.

3.6 An Online Parking Authorisation may be used throughout the day and is not tied to a particular time window. However, the Customer may enter the Car Park only on the day stated on the Online Parking Authorisation. Parking is time-limited to the operating hours of the Car Park, which are 24 hours a day including public holidays on the day for which the Customer has purchased the Online Parking Authorisation, but always for a maximum of 14 hours or until the Customer (or parked vehicle) leaves the Car Park. Each Online Parking Authorisation includes a unique QR code by which it may be used at the entrance. When purchasing an Online Parking Authorisation, the Customer enters the vehicle registration number. This number is entered into the automatic licence-plate recognition system installed at the entrance barriers and enables the relevant vehicle to enter automatically without presenting the QR code. Nevertheless, the Customer must remain ready and able to use the Online Parking Authorisation via the QR code, for example if the automatic recognition system is not operating or cannot recognise the registration number. An Online Parking Authorisation can be used for entry only once. Re-entry using the same already-used Online Parking Authorisation is not possible; once the Customer (or parked vehicle) leaves the Car Park, return is not possible even if the Car Park operating period for that day has not yet ended.

3.7 To successfully order an Online Parking Authorisation, the Customer must make an Online Fee Payment in accordance with these Terms and Conditions. Information entered on the Web Portal for the Online Fee Payment will also be used for purchase of the Online Parking Authorisation.

3.8 All prices stated in the order form are final and include VAT.

3.9 Before submitting the order, the Customer may check and amend the information entered. The Customer submits the order by clicking the "Buy" button. The Municipality of Adršpach considers the information stated in the order to be correct.

IV. Payment terms

4.1 TS Adršpach and the Municipality of Adršpach accept payment only through the Pays payment gateway, to which the Customer will be redirected after completing the order.

4.2 The Pays payment gateway is operated by pays.cz s.r.o., Company ID No. 036 86 515, with registered office at Štefánikova 1, Brno 602 00. The technical implementation is provided in cooperation with sluzba.cz s.r.o., Company ID No. 176 33 303, with registered office at Štefánikova 1, Brno 602 00. pays.cz s.r.o. is authorised to provide payment services on the basis of registration with the Czech National Bank and is subject to supervision by the Czech National Bank.

4.3 The Pays payment gateway is a simple and secure method of online payment. Once payment is initiated, you will be redirected to the payment-method page. For card payments, payment-card details must be entered. Your payment will then be credited within a few minutes. More information is available at <https://pays.cz/buyers.asp>.

V. Delivery of the Confirmation and Online Parking Authorisation

5.1 Once the Customer has paid for the order, the Confirmation (confirmation of Online Fee Payment) and the Online Parking Authorisation (if purchased) will be sent to the e-mail address specified in the order. No other method of delivery is possible. The e-mail will also contain a link enabling cancellation/change of the visit date for which the Online Fee Payment was made and the Online Parking Authorisation purchased.

5.2 The relevant tax document will be sent together with the Confirmation. If the Customer has made an Online Fee Payment and purchased an Online Parking Authorisation, two separate tax documents will be sent: one for the Online Fee Payment and one for the Online Parking Authorisation.

5.3 The Customer must check the Confirmation and Online Parking Authorisation immediately upon receipt, in particular the details and date stated on them.

VI. Withdrawal from the contract; change of date

6.1 The Customer acknowledges that, pursuant to Section 1837(j) of the Civil Code, neither the contract for Online Fee Payment nor the contract for purchase of an Online Parking Authorisation may be withdrawn from under Section 1829 of the Civil Code (14-day withdrawal without giving a reason), because the contract concerns leisure activities to be provided on a specific date.

6.2 TS Adršpach and/or the Municipality of Adršpach may cancel the Online Fee Payment and Online Parking Authorisation due to an extraordinary event that prevents or significantly restricts use of the Visitor Trail or Car Park. Such reasons may include closure of the Visitor Trail, a natural disaster in the Adršpach-Teplice Rocks area or closure of the Car Park. TS Adršpach and the Municipality of Adršpach will also publish information about extraordinary events at adrspasskeskaly.cz. Customers whose Online Fee Payment and Online Parking Authorisation are cancelled in this way will be permitted to change the date by means of a discount voucher equal to the value of the order.

6.3 The Customer may change the date for which the Online Fee Payment was made and the Online Parking Authorisation purchased, but no later than 7 days before the ordered visit date. If the Customer purchased an Online Parking Authorisation, cancellation of the date for the Online Fee Payment is possible only together with simultaneous cancellation of the purchased Online Parking Authorisation.

6.4 For the avoidance of doubt, cancellation of a date does not constitute withdrawal from the contract for Online Fee Payment or from the contract for the purchase of an Online Parking Authorisation, and the Customer is therefore not entitled to a refund. TS Adršpach and the Municipality of Adršpach will, however, allow the Customer to use the Online Fee Payment and purchased Online Parking Authorisation on another available date, no later than 6 months from the reservation of the first date. Upon cancellation, a voucher equal to the nominal value of the Online Fee Payment and the purchased Online Parking Authorisation (the "Voucher") will be sent to the e-mail address specified in the order. The Voucher can be applied on the Web Portal at the final order-summary stage by entering the code shown on the Voucher.

6.5 The way in which the Voucher may be used reflects whether the Customer made the Online Fee Payment together with purchase of an Online Parking Authorisation. In such a case, the Voucher value consists of the Online Fee Payment and the price paid for the Online Parking Authorisation. The portion of the Voucher corresponding to the Online Fee Payment may be used only for another Online Fee Payment, and the portion corresponding to the price of the Online Parking Authorisation may be used only for another Online Parking Authorisation (because this is only a change of date, not a new purchase; an already purchased Online Parking Authorisation cannot therefore be exchanged for an Online Fee Payment and vice versa). The Customer may use the Voucher repeatedly until its value is exhausted. If the Online Fee Payment was made for several persons, the date may be changed so that a different date is reserved separately for each person.

6.6 The Online Fee Payment (and related Confirmation) and Online Parking Authorisation become invalid when cancelled, and TS Adršpach and the Municipality of Adršpach will invalidate them in the electronic system. Such invalidated items cannot be used for their original purpose and will not be accepted if presented by the Customer or any other person.

6.7 If the Customer does not use the Confirmation or Online Parking Authorisation on the relevant date, or if they cancel the date and fail to use the Voucher during its validity period, they are not entitled to a refund.

VII. Customer rights arising from defective performance

7.1 The rights and obligations of the contracting parties arising from defective performance are governed by applicable generally binding legislation, in particular the Civil Code.

7.2 TS Adršpach and the Municipality of Adršpach are responsible for providing performance without defects and with the agreed or usual characteristics so that the subject of performance may be used in accordance with the contract and, where known to the parties, in accordance with the purpose of the contract. The Customer acknowledges that the Visitor Trail is located in the natural environment and that TS Adršpach cannot guarantee that the Visitor Trail will be accessible in its entirety or without restrictions, whether due to weather, climatic or other reasons.

7.3 Defective performance by TS Adršpach or the Municipality of Adršpach includes in particular: (a) providing performance that does not have the specified or agreed characteristics; (b) failing to notify the Customer of defects which the subject of performance has although such defects do not normally occur in relation to such

performance; or (c) incorrectly assuring the Customer that the subject of performance has no defects or is suitable for a particular use.

7.4 The Customer must notify a defect without undue delay after it could have been discovered with due care. The notification must contain a brief description of the defect.

7.5 If the defect can be remedied, the Customer may request repair or completion of what is missing, or an appropriate price reduction. If the defect cannot be remedied and the subject of performance cannot be properly used because of it, the Customer may withdraw from the contract or request an appropriate price reduction.

7.6 Rights arising from defective performance are exercised against TS Adršpach in relation to Online Fee Payment, or against the Municipality of Adršpach in relation to an Online Parking Authorisation, at the respective registered office or at storno@adrspasskeskaly.cz.

7.7 Neither TS Adršpach nor the Municipality of Adršpach is liable for loss, theft, damage or misuse of the Confirmation or Online Parking Authorisation by any third party. Services not used by the Customer on the basis of an Online Fee Payment or Online Parking Authorisation expire, and neither TS Adršpach nor the Municipality of Adršpach is obliged to refund the price or a proportionate part thereof. Online Fee Payments and purchases of Online Parking Authorisations may be made only through the Web Portal; resale of Confirmations and Online Parking Authorisations is prohibited. TS Adršpach and the Municipality of Adršpach are not liable for the validity or authenticity of any Confirmation or Online Parking Authorisation purchased from a third party in breach of these Terms and Conditions.

7.8 TS Adršpach and the Municipality of Adršpach bear no responsibility for failure to deliver the Confirmation or Online Parking Authorisation for reasons attributable to the Customer.

VIII. Visitor Rules

8.1 Visitors to the Visitor Trail in the Adršpach-Teplice Rocks National Nature Reserve must comply with the Visitor Rules for the Visitor Trail. The Visitor Rules are available at www.adrspasskeskaly.cz/provozni-rad and at the Visitor Trail ticket office and information centre.

8.2 TS Adršpach reserves the right to remove from the Visitor Trail any visitor who breaches the rules set out in the Visitor Rules, without entitlement to reimbursement of the Fee, Online Fee Payment and/or purchased Online Parking Authorisation. In the event of repeated breaches of the Visitor Rules, TS Adršpach is entitled to deny the visitor entry to the Visitor Trail for up to 3 years from the most recent breach, again without entitlement to reimbursement of any Fee, Online Fee Payment and/or purchased Online Parking Authorisation.

IX. Personal data protection

9.1 TS Adršpach and the Municipality of Adršpach are controllers of personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("GDPR"). As controllers, they process all personal data of their Customers in accordance with applicable legislation, in particular the GDPR and Act No. 480/2004 Coll., on Certain Information Society Services, as amended. Further information on personal data protection is provided in the documents Personal Data Processing Information - TS Adršpach and Personal Data Processing Information - Municipality of Adršpach at www.adrspasskeskaly.cz/osobni-udaje.

X. Final provisions

10.1 All legal relationships arising from and connected with a contract concluded through the Web Portal, of which these Terms and Conditions form a part, are governed by the laws of the Czech Republic.

10.2 These Terms and Conditions are valid and effective from 12 October 2026 and are available at the registered offices of TS Adršpach and the Municipality of Adršpach or electronically at www.adrspasskeskaly.cz.