General Terms and Conditions

I. Introductory provisions

1.1 These General Terms and Conditions (hereinafter referred to as "Terms and Conditions") in accordance with the provisions of Section 1751 of Act 89/2012 Coll, Civil Code, as amended (hereinafter referred to as the "Civil Code"), regulate the rights and obligations of the contracting parties arising in connection with the use of the web portal at adrspasskeskaly.cz/online-tickets (hereinafter referred to as the "Web Portal"), in particular legal relations arising in connection with or on the basis of the contract concluded between the company Technical Services Adršpach, s.r.o, IČO: 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 (hereinafter referred to as "TS Adršpach"), as the operator of the Web Portal and the Touring Circuit, and the customer of the Web Portal, and in particular the legal relations arising in connection with or on the basis of the contract concluded between the Municipality of Adršpach, ID No.: 006 53 560, with registered office at Horní Adršpach 128, 549 52 Adršpach (hereinafter referred to as "Municipality of Adršpach"), as the operator of the parking lot, and the customer of the Web Portal.

1.2 Contact details of TS Adršpach:

- Address: Horní Adršpach 128, 549 52 Adršpach
- E-mail: info@adrspasskeskaly.cz
- Phone: +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
- Phone: +420 491 586 038

1.4 An entrepreneur is a person who, within the meaning of Section 420 et seq. of the Civil Code, carries out a gainful activity on his own account and responsibility by means of a trade or similar activity with the intention of doing so on a regular basis for profit. For the purposes of consumer protection, any person who enters into contracts in connection with his or her own business, manufacturing or similar activity or in the independent exercise of his or her profession, or a person acting in the name of or on behalf of an entrepreneur, and a person registered in the Commercial Register (hereinafter referred to as the 'Entrepreneur') shall also be deemed to be an entrepreneur.

1.5 A consumer is any person who, when concluding a contract or dealing with the seller within the meaning of Section 419 of the Civil Code, acts outside the scope of his business activity or outside the scope of his independent exercise of his profession (hereinafter referred to as "Consumer").

1.6 "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 TS Adršpach is the operator of the sightseeing circuit in the Adršpach-Teplice Rocks National Nature Reserve (hereinafter referred to as the "Sightseeing Circuit").

1.8 The owner of the parking lot (hereinafter referred to as the "Parking Lot") is the Municipality of Adršpach.

1.9. Entrance to the Sightseeing Circuit and entry to the Car Park are subject to a fee, unless otherwise specified below. The admission fee is used for maintenance and repair of the visitor infrastructure and to ensure the operation of the Sightseeing Circuit and the Car Park. The admission ticket is compensation for the use of the Touring Circuit. A Tour Circuit ticket and Parking Lot permit can be purchased online through the Web Portal or physically on-site. TS Adršpach operates the Web Portal for the purpose of selling an online ticket to the Sightseeing Circuit (hereinafter referred to as the "Online Ticket") and an online permit to enter the Car Park (hereinafter referred to as the "Online Parking Permit"). Vehicles bearing a disabled parking permit may enter and park in the Car Park free of charge, all without the need to purchase an Online Parking Permit.

1.10 Entry to the Sightseeing Circuit will only be granted on production of a valid ticket. Visitors must carry their ticket at all times during their visit to the Touring Circuit, either in printed or electronic form so that it is machine readable by a QR code reader. At any time during the visit to the Sightseeing Circuit, the visitor may be asked by park rangers or other persons authorized by TS Adršpach to present a valid ticket.

1.11. These Terms and Conditions and the Information on the processing of personal data are an integral part of any contract concluded via the Web Portal between TS Adršpach and the Customer or the Municipality of Adršpach and the Customer. By submitting an order, the Customer confirms that he/she has read and understood these Terms and Conditions (available at www.adrspasskeskaly.cz/obchodni-podminky) and the Information on the processing of personal data (available at www.adrspasskeskaly.cz//osobni-udaje).

II. Order, conclusion of contract - Online ticket

2.1 The parties to the Online Ticket Purchase Agreement are TS Adršpach and the Customer. The Online Ticket Purchase Contract may be concluded by the Purchaser who is over 16 years of age (but only if the conclusion of the Online Ticket Purchase Contract is reasonable for the Purchaser's intellectual and voluntary maturity) or by a legal entity.

2.2 If the discounted price of the Online Ticket is subject to certain conditions, the person who uses the Online Ticket is obliged to prove the fulfilment of these conditions upon the request of an authorised person of TS Adršpach. The discounted price of the Online Ticket can be used in the following cases, provided the following conditions are met:

- Children from 3 to 15 years of age (i.e. from the day they reach the age of 3 to the day before the day they reach the age of 15) upon presentation of a document proving their age - e.g. health insurance card.
- Students up to 26 years of age on presentation of a valid document proving student status - e.g. student ID, index card, ISIC, student book, student transport card, etc.
- Persons over 65 years of age on presentation of a personal document proving age.
- Persons with a Disabled Person's Pass + accompanying person.

In addition to the above:

- Children under 3 years of age (i.e. up to the day before the day they reach the age of 3) have free admission to the Tour and do not need an Online Ticket to enter the Tour.
- Accompanying a person with a Disabled Person's Permit has free admission to the Tour and does not need an Online Ticket to enter the Tour.

2.3 In addition to the above discounted Online Ticket prices, if the Customer purchases an Online Ticket at least one day before the scheduled visit to the Tour, the price of the Online Ticket will be governed by the discounted Online Price List available at www.adrspasskeskaly.cz/cenik. If the Online Ticket is purchased on the day of the Tour itself, the price of the Online Ticket is the same as the price of the ticket sold on the spot at the Tour box office (the box office price list is also available at www.adrspasskeskaly.cz/cenik).

2.4 The Customer agrees to the use of remote means of communication for the conclusion of the contract. The costs incurred by the Customer in using remote communication means in connection with the conclusion of the contract (costs of internet connection, costs of telephone calls, possible printing of the Online Ticket) shall be borne by the Customer.

2.5 To purchase an Online Ticket, the Customer shall follow the order form on the Web Portal. An Online Ticket can only be purchased for a specific day and time window. The order form shows the Customer the days of the selected month and the available Online Tickets.

2.6 The number of visitors to the Sightseeing Circuit is limited to the extent that only a limited number of visitors can be admitted to the Sightseeing Circuit during one hour. The capacity of the Tour Circle will be determined by TS Adršpach at its discretion. The limit of Online Tickets is therefore limited in view of the above. For the avoidance of doubt, the limit for the purchase of Online Tickets and for the purchase of tickets on site is set separately. In the event that the limit for Online Tickets is not fully exhausted, TS Adršpach may increase the limit for on-site tickets as necessary so that the total capacity limit of the Tour Circuit can be exhausted.

2.7 The order form on the Web Portal is intended for the purchase of Online Tickets for individuals or groups of up to 10 persons. Groups of 10 or more visitors, i.e. group tours, tours of tour operators and travel agencies or otherwise organised groups (hereinafter also referred to as "group tours") are obliged to use the special form available on the Web Portal at www. adrspasskeskaly.cz/group-reservations, subject to the special conditions set out on the Web portal at www.adrspasskeskaly.cz/skupiny (i.e. in particular, they must receive a confirmation of the group tour reservation from TS Adršpach). TS Adršpach stresses that in order to ensure the safety of visitors to the Touring Circuit, the smooth movement of visitors on the Touring Circuit, the avoidance of undue adverse effects of visitor movement on the Adršpach-Teplice Rocks National Nature Reserve as a whole, as well as the possible effective handling of crisis situations on the Sightseeing Circuit, it is forbidden to organize, arrange, as well as conduct and participate in, group tours of the Sightseeing Circuit without prior confirmation of a group tour reservation by TS Adršpach.

2.8. In the event that the order form on the Website is used to reserve and purchase Online Tickets for a group tour of the Tour Circuit (in violation of the preceding provision of these Terms and Conditions), TS Adršpach reserves the right to invalidate such purchased Online Tickets without any entitlement to a refund. Invalidated Online Tickets cannot be used for entry to the Tour Circuit, and therefore, individuals presenting invalidated Online Tickets will not be admitted to the Tour Circuit.

2.9. The Customer shall choose the desired time slot for the visit from the available times on the selected day and select the required Online Ticket tariff. If parking is available in the system on the selected day, the Customer may also add the purchase of an Online Parking Permit to the selected Online Ticket (see Article III of the Terms and Conditions for more details). At the same time, the Customer confirms that the Online Ticket is not being purchased for a group tour and that they are not part of a group tour.

2.10. When selecting an Online Ticket tariff, the Customer may select a maximum of 10 tariff values. Tariff value means e.g. adult, child, family, dog, etc.

2.11. The Online Ticket is only valid on the selected day and during the selected time window. The Customer may only redeem the purchased Online Ticket during the time window selected in the order. The Online Ticket contains an original QR code, which is necessary for its use upon entry to the Tour; i.e. upon entry, the Customer is obliged to present the Online Ticket so that the QR code contained therein can be read by a reader.

2.12. In order to successfully order an Online Ticket, the Customer must duly complete the order form on the Web Portal. In addition to selecting the desired Online Ticket tariff, the Customer must also complete the following information:

- Name and surname
- Address (in the format of Street and No., City, Zip Code, State)
- E-mail
- Phone

In case the value of the order exceeds 10.000,- CZK, the Customer will be given the opportunity to fill in the billing information as well:

- Company
- ID
- TAX ID
- Registered office (in the format Street and No., City, Postal Code, State)

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

2.14. Before sending the order, the Customer is allowed to check and change the data entered in the order. The Customer shall submit the order by clicking on the "Buy" button. The information provided in the order is considered correct by TS Adršpach.

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

III. Order, conclusion of contract - Online parking permits

3.1 The parties to the contract for the purchase of an Online Parking Permit are the Municipality of Adršpach and the Customer. The contract for the purchase of an Online Parking Permit may be concluded by a purchaser who is over 16 years of age (but only if the conclusion of the contract for the purchase of an Online Parking Permit is reasonable for his/her intellectual and voluntary maturity) or by a legal entity.

3.2 The Customer agrees to the use of remote means of communication for the conclusion of the contract. The costs incurred by the Customer in using remote means of communication in connection with the conclusion of the contract (costs of internet connection, costs of telephone calls, printing of the Online Parking Permit, if applicable) shall be borne by the Customer.

3.3 To purchase an Online Parking Permit, the Customer shall use the order form for the purchase of an Online Ticket on the Web Portal. When selecting the Online Ticket tariff, the Customer will be offered to purchase an Online Parking Permit with information about the currently available Online Parking Permits. The Online Parking Permit can only be purchased together with the purchase of an Online Ticket and only for the day for which the Online Ticket is purchased. Online Parking Permits cannot be purchased separately.

3.4 The Municipality of Adršpach will also sell parking permits on site at its discretion and at the parking lot's available capacity. However, the Municipality of Adršpach will always ensure that parking is available in the Car Park for all vehicles with a purchased Online Parking Permit.

3.5 The Customer may purchase a maximum of 10 Online Parking Permits per order.

3.6 Online Parking Permits can be redeemed throughout the day and are not valid for a specific time window. However, the Customer may only enter the Car Park on the day specified on the Online Parking Permit. Parking is limited in time, as parking is only possible during 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 Permit, but always for a maximum of 14 hours or until the Customer (or the parked vehicle) leaves the Car Park. The Customer will receive an original QR code for each Online Parking Permit, which will be used to redeem the Online Parking Permit upon entering the Car Park. When purchasing an Online Parking Permit, the Customer shall provide the license plate number of the vehicle for which the Online Parking Permit is being purchased. This number plate will be entered into the automatic number plate recognition system installed at the access gates to the Car Park and the relevant vehicle with that number plate will automatically be allowed to enter the Car Park without the Customer having to apply the QR code of their Online Parking Permit when entering the Car Park. However, the Customer must be prepared and able to apply the Online Parking Permit at the entrance to the Parking Lot also by means of the relevant QR code (e.g. because the automatic number plate recognition system is not in operation at the time or is unable to recognise the number plate of the vehicle). The Online Parking Permit can only be used once for a permit to enter the Car Park. It is not possible to re-enter the Car Park using an Online Parking Permit that has already been applied once, i.e. once the Customer (or the parked vehicle) has left the Car Park, it is not possible for the

Customer to return to the Car Park again (even if the Customer leaves the Car Park before the end of the Car Park's operating hours).

3.7 In order to successfully order an Online Parking Permit, the Customer must complete an Online Ticket order in accordance with these Terms and Conditions. The details entered on the Web Portal for the purpose of purchasing an Online Ticket will also be used for the purpose of purchasing an Online Parking Permit.

3.8 All prices quoted on the Order Form are final and are inclusive of VAT.

3.9 Prior to submitting an order, the Customer shall be allowed to check and amend the details they have entered in the order form. The Customer shall submit the order by clicking on the "Buy" button. The information provided in the order is considered correct by the Municipality of Adršpach.

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 completion of the order.

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

4.3 The Pays payment gateway is a simple and secure online payment method. After initiating the payment, you will be redirected to the payment methods page. When paying by card, you will need to enter your credit card details. Your payment will then be credited within a few minutes. For more information, please visit: https://pays.cz/buyers.asp.

V. Delivery of Online Ticket and Online Parking Permit

5.1 Once the Customer has paid for the order, the Online Ticket and Online Parking Permit (if also purchased) will be sent to the email address provided in the order. No other method of delivery is possible. The email will also contain a link to the possible cancellation of the date or change of the date of the Online Ticket and Online Parking Permit.

5.2 The relevant tax receipt will be sent to the Customer together with the Online Ticket. If the Customer has purchased an Online Ticket and an Online Parking Permit, two tax documents will be sent to the Customer - one for the Online Ticket and one for the Online Parking Permit.

5.3 The Customer must check the Online Ticket and Online Parking Permit immediately upon delivery.

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 the purchase of the Online Ticket nor the contract for the purchase of the Online Parking Permit can be withdrawn from in accordance with Section 1829 of the Civil Code (withdrawal within 14 days without giving a reason), as the contract is a contract for leisure time and the performance is provided within the specified period.

6.2. Such a reason may be, for example, the closure of the Sightseeing Circuit, a natural disaster in the area of the Adršpach-Teplice Rocks or the closure of the Car Park. TS Adršpach and the Municipality of Adršpach will also inform about emergencies on the website adrspasskeskaly.cz. Customers whose Online Ticket and Online Parking Permits are cancelled in this way will be able to change the date by means of a discount voucher for the value of their order.

6.3 The Customer may change the dates for which the Online Ticket and Online Parking Permit were ordered, but always no later than 7 days before the ordered date of the visit to the Sightseeing Tour. If the Customer has purchased an Online Parking Permit, then cancellation of the Online Ticket date is only possible with simultaneous cancellation of the Online Parking Permit date.

6.4 For the avoidance of doubt, it is stated that cancellation of the Online Ticket term is not a cancellation of the Online Ticket purchase contract, nor is it a cancellation of the Online Parking Permit contract, therefore the Customer is not entitled to a refund. However, TS Adršpach and the Municipality of Adršpach will allow the Customer to use the Online Ticket and the Online Parking Permit on another date, if available, but always no later than six (6) months from the date of booking the first date. Upon cancellation of the Online Ticket or Online Parking Permit, a voucher in the face value of the Online Ticket and Online Parking Permit (hereinafter referred to as "Voucher") will be sent to the Customer at the e-mail address provided in the order. The Voucher can be redeemed when making a purchase on the Web Portal at the final order summary by entering the code shown on the Voucher.

6.5 The redeemability of the Voucher reflects if the Customer has purchased an Online Ticket with an Online Parking Permit. In this case, the value of the Voucher consists of the price of the Online Ticket and the price of the Online Parking Permit. The value of such Voucher can only be redeemed for the purchase of an Online Ticket up to the amount of which the Voucher consists of the price of the Online Ticket, and likewise the value of such Voucher can only be redeemed for the purchase of an Online Parking Permit up to the amount of which the Voucher consists of the price of the Online Parking Permit (bearing in mind that this is only a change of date and not a new purchase, i.e. an Online Parking Permit already purchased cannot be exchanged for an Online Ticket and vice versa). The Customer can redeem the Voucher repeatedly until the value of the Voucher is exhausted, i.e. if an Online Ticket is purchased for more than one person, the date can be changed so that a different date can be booked for each person.

6.6 The Online Ticket and the Online Parking Permit become invalid upon cancellation and TS Adršpach and the Municipality of Adršpach will invalidate them in the electronic system; the Online Ticket and the Online Parking Permit so invalidated cannot be used for their

original purpose and will not be accepted in the event of their exercise by the Customer or any other person.

6.7 In the event that the Customer does not use the Online Ticket or Online Parking Permit within the given term, or if the Customer uses a cancellation term and does not redeem the Voucher within its validity period, the Customer shall not be entitled to a refund.

VII. Customer's rights from defective performance

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

7.2 TS Adršpach and the Municipality of Adršpach shall be liable for the fact that they perform the Customer's performance without defects with the characteristics exchanged or usual so that the object of performance can be used according to the contract and, if known to the parties, also according to the purpose of the contract. The Customer acknowledges that the Sightseeing Circuit is located in the open air and that TS Adršpach cannot guarantee that the Sightseeing Circuit will be accessible in its entirety or without restriction, whether due to weather, climatic or other reasons.

7.3. Defective performance by TS Adršpach or the Municipality of Adršpach is in particular

a) if they provide an object of performance that does not have the specified or agreed characteristics,
b) if they fail to point out defects which the object of performance has, although they do not normally occur with such an object,
c) if they assure the Customer, contrary to the facts, that the object of performance has no defects or that the object is suitable for a certain use.

7.4 The Customer is obliged to notify the defect without undue delay after it could have discovered it with due diligence. In the notification of the defect, the Customer must give a brief description of the defect.

7.5 If the defect is remediable, the Customer may claim either repair or completion of what is missing or a reasonable reduction in price. If the defect cannot be remedied and the object cannot be used properly because of it, the Customer may either withdraw from the contract or claim a reasonable discount on the price.

7.6 The Customer shall assert the rights arising from defective performance with TS Adršpach, if the defects are related to the Online Ticket, or with the Municipality of Adršpach, if the defects are related to the Online Parking Permit, at the address of the registered office or storno@adrspasskeskaly.cz.

7.7 TS Adršpach or the Municipality of Adršpach shall not be liable for any loss, theft, damage or misuse of the Online Ticket and Online Parking Permit by any third party. Services not used by the Customer on the basis of the Online Ticket or Online Parking Permit shall be forfeited and TS Adršpach or the Municipality of Adršpach shall not be obliged to refund the price or a pro rata part of the price to the Customer. The Online Ticket

and Online Parking Permit can only be purchased via the Web Portal, the pre-sale of Online Tickets and Online Parking Permits is prohibited. TS Adršpach and the Municipality of Adršpach are in no way responsible for the validity and authenticity of Online Tickets or Online Parking Permits that may be purchased (in violation of these Terms and Conditions) from a third party.

7.8 TS Adršpach or the Municipality of Adršpach shall not be liable if the Online Ticket or Online Parking Permit is not delivered to the Customer for reasons attributable to the Customer.

VIII. Visitor Regulations

8.1 Visitors to the Sightseeing Circuit in the Adršpach-Teplice Rocks National Nature Reserve are obliged to follow the Sightseeing Circuit Visitor Regulations during their visit. The Visitors' Regulations are available here www.adrspasskeskaly.cz/provozni-rad and at the ticket office and the information centre of the Sightseeing Circuit.

8.2 TS Adršpach reserves the right to exclude from the Touring Circuit any visitor who violates the rules set out in the Touring Circuit Visitor Regulations, without refund of the purchased ticket, Online Ticket and/or Online Parking Permit. In the event of repeated violations of the rules of the Touring Circuit Visitor Regulations, TS Adršpach shall be entitled to refuse the visitor entry to the Touring Circuit for up to 3 years from the last violation of the Touring Circuit Visitor Regulations, also without refund of any ticket, Online Ticket and/or Online Parking Permit purchased.

IX. Privacy Policy

9.1 TS Adršpach and the Municipality of Adršpach are personal data controllers 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 94/46/EC ("GDPR") and, as controllers, process all personal data of their Customers in accordance with the legal regulations, in particular the GDPR and Act No. 480/2004 Coll., on certain information society services, as amended. For more information on the protection of personal data, see the documents Information on the processing of personal data TS Adršpach and Information on the processing of personal data Municipality Adršpach here www.adrspasskeskaly.cz/osobni-udaje.

X. Final provisions

10.1 All legal relations arising from and related to the contract concluded through the Web Portal, of which these Terms and Conditions are a part, are governed by the law of the Czech Republic.

10.2 These Terms and Conditions are valid and effective as of 31.1.2025 and are available at the registered office of TS Adršpach and the Municipality of Adršpach or electronically at www.adrspasskeskaly.cz.