

ADRIA-NEPTUN, spol. s r.o.

CIF: 40766519 - VAT: CZ40766519 - with registered office: Wenceslas Square 784/26, 110 00 Prague 1,
Czech Republic. Incorporated in the BR at the MC in Prague section C file 2738
Contacts: email: fbm@adria.cz - tel.: +420 724 418 301

Establishments:

Hotel Adria Prague
TRITON Restaurant
Bistro 26
Wenceslas Square 784/26, 110 00 Prague 1

Restaurace U Pinkasů
Jungmannovo Square 15/16, 110 00 Prague 1

Hotel Zlatá hvězda Třeboň
Masarykovo Square 107, 379 01 Třeboň

A) PRIVACY POLICY

B) USE OF COOKIES

C) TERMS AND CONDITIONS

D) TERMS OF USE OF THE WIRELESS WI-FI NETWORK AND USE OF
INTERNET ACCESS AND DISCLAIMER OF LIABILITY AND WARRANTIES

A) PRIVACY POLICY

I. Basic provisions

1. The controller of personal data pursuant to Article 4, point 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter: "GDPR") is ADRIA-NEPTUN, spol. s r.o., CIF: 40766519, with registered office at Wenceslas Square 26, 110 00 Prague 1 (hereinafter: "Controller").

2. Contacts of Controller:

Name: ADRIA-NEPTUN, spol. s r.o.

Address: Wenceslas Square 26, 110 00 Prague 1

E-mail: fbm@adria.cz

Telephone number: +420 724 418 301

3. Personal data means any information about an identified legal person or an identifiable natural person; an identifiable natural person is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, a network identifier or to one or more specific elements of the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

4. The controller has not appointed a data protection officer.

II. Sources and categories of personal data processed

1. The controller processes personal data that you have provided or personal data that the controller has obtained on the basis of the fulfilment of your order.

2. The controller processes your identification, contact and data necessary for the performance of the contract.

III. Lawful reason and purpose for processing personal data

1. The lawful reason for processing personal data is

- the performance of a contract between you and the controller pursuant to Article 6(1)(b) GDPR,

- the legitimate interest of the controller in providing direct marketing (in particular for sending commercial communications and newsletters) pursuant to Article 6(1)(f) GDPR,

- your consent to processing for the purpose of providing direct marketing (in particular for sending commercial communications and newsletters) pursuant to Article 6(1)(a) GDPR in conjunction with Section 7(2) of Act No. 480/2004 Coll., on certain information society services, in the absence of an order for goods or services.

2. The purpose of the processing of personal data is

- to process your order and to exercise the rights and obligations arising from the contractual relationship between you and the controller; when placing an order, personal data is required that is necessary for the successful processing of the order (name and address, contact), the provision of personal data is a necessary requirement for the conclusion and performance of the contract, without the provision of personal data it is not possible to conclude the contract or its performance by the controller,
- sending commercial communications and other marketing activities.

3. The controller makes automatic individual decisions within the meaning of Article 22 GDPR. You have given your explicit consent to such processing.

IV. Data retention period

1. The controller shall retain personal data

- for the period necessary for the exercise of the rights and obligations arising from the contractual relationship between you and the controller and the exercise of claims arising from this contractual relationship (for a period of 15 years from the termination of the contractual relationship).
- for the period until consent to the processing of personal data for marketing purposes is withdrawn, but no longer than 3 years if the personal data is processed on the basis of consent.

2. After the expiry of the retention period, the controller shall delete the personal data.

V. Recipients of personal data (subcontractors of the controller)

1. Recipients of personal data are persons, who

- are involved in the delivery of goods/services/making payments under the contract,
- provide e-shop operation services and other services in connection with the operation of the e-shop,
- provide marketing services.

2. The controller does not intend to transfer personal data to a third country (non-EU country) or an international organisation. Recipients of personal data in third countries may be mailing service providers / cloud service providers / payment gateway operators.

VI. Your rights

1. Under the terms of GDPR, you have

- the right to access your personal data in accordance with Article 15 of the GDPR,
- the right to rectification of your personal data pursuant to Article 16 GDPR, or restriction of processing pursuant to Article 18 GDPR.
- the right to erasure of personal data pursuant to Article 17 GDPR.
- the right to object to processing under Article 21 GDPR; and
- the right to data portability under Article 20 GDPR.
- the right to withdraw consent to processing in writing or electronically to the address or email of the controller specified in Article III of these Terms and Conditions.

2. You also have the right to file a complaint with the Office for Personal Data Protection if you believe that your right to personal data protection has been violated.

VII. Personal data security conditions

1. The controller declares that it has taken all appropriate technical and organisational measures to safeguard personal data.
2. The controller has taken technical measures to secure data storage and storage of personal data in paper form.
3. The controller declares that only persons authorised by the controller have access to the personal data.

VIII. Concluding provisions

1. By submitting an order from the online order form, you confirm that you are aware of the privacy policy and that you accept it in its entirety.
2. You agree to these terms and conditions by ticking the consent box via the online order form. By checking the consent box, you confirm that you are aware of the privacy policy and that you accept it in its entirety.
3. The controller is entitled to change these terms and conditions. It will publish the new version of the Privacy Policy on its website.

These terms and conditions come into force on 1.5.2021.

B) USE OF COOKIES

In accordance with § 89 of Act No. 127/2005 Coll., on electronic communications, we hereby inform you that our website does not use cookies for its activities.

What are cookies?

Cookies are small data files placed in your browser on the device on which you are viewing the website. Their purpose is to help the website function better. The site remembers your browsing and remembers your preferences. This makes it easier for you to use the site and saves you time. Cookies are so-called network identifiers and are treated as personal data. You can find more information on the [Processing of your personal data page](#).

We do not use cookies in the operation of these websites, which are set up by ADRIA-NEPTUN, spol. s r.o.:

ADRIA-NEPTUN, spol. s r.o.

<https://www.adria-neptun.cz/>

<https://www.adria-neptun.eu/>

<https://ru.adria-neptun.eu/>

Bistro 26

<https://www.bistro26.cz/>

<https://en.bistro26.cz/>

<https://ru.bistro26.cz/>

TRITON Restaurant

<https://www.tritonrestaurant.cz/>

<https://www.prague-restaurant.eu/>

<https://www.tritonrestaurant.de/>

<https://www.tritonrestaurant.ru/>

Restaurace U Pinkasů

<http://www.upinkasu.cz/>

<http://www.upinkasu.com/>

<http://www.upinkasu.de/>

<http://www.upinkasu.ru/>

CHEF Klub

<https://www.chefklub.adria-neptun.cz/>

<https://www.chefklub.adria-neptun.eu/>

<https://de.chefklub.adria-neptun.eu/>

<https://ru.chefklub.adria-neptun.eu/>

What are the types of cookies?

Technical cookies:

These cookies are used for the normal functioning of the website. **Our websites do not use any technical cookies.**

Analytical cookies:

Analytical cookies store anonymous data about user behaviour within the website. They help to improve both the content and functionality of the website. For example, they give information about which subpages

of the website visitors leave most, from which devices and in which language settings they view the website and many other statistical and completely anonymous data that can suggest where the website needs to be improved.

To learn more about the use of analytics cookies, see [Google Analytics Cookies Usage](#).

Our websites do not use any analytics cookies.

Marketing cookies: marketing cookies cannot send marketing messages to website visitors, they only display ads based on user preferences. To learn more about the use of marketing cookies, see [Google's Privacy and Terms and Facebook's Cookies Settings Information](#).

Our websites do not use any marketing cookies.

Consent to the use of cookies:

By using our website, you acknowledge and accept our non-use of cookies.

Cookies management

Each browser allows the management of cookies, so it is possible to set the use of cookies according to your own preferences. You can block or delete cookies, but it may cause that some parts of the website will not work properly. Each browser has instructions in its settings on how to disable or delete cookies.

C) TERMS AND CONDITIONS

I. Basic provisions

1. These General Terms and Conditions of Business (hereinafter referred to as the "Terms and Conditions") are issued pursuant to Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code").

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Address: Wenceslas Square 26, 110 00 Prague 1

Incorporated in the BR at the MC in Prague section C file 2738

Contacts:

e-mail: fbm@adria.cz

tel.: +420 724 418 301

www.tritonrestaurant.cz

(hereinafter referred to as the "Seller")

2. These Terms and Conditions govern the mutual rights and obligations of the Seller and a natural person or legal entity that enters into a purchase contract outside its business activities as a consumer

or in the course of their business activity (hereinafter: "Buyer") through the web interface located on the website available at www.tritonrestaurant.cz (hereinafter: "Online Shop").

3. The provisions of the terms and conditions are an integral part of the purchase contract. Any deviating provisions in the Purchase Contract shall prevail over the provisions of these Terms and Conditions.

II. Information about goods and prices

1. Information about the goods, including the prices of the individual goods and their main features are listed in the catalogue of the online store. The prices of the goods are inclusive of value added tax, all related charges and the cost of returning the goods if the goods cannot, by their nature, be returned by normal postal means. The prices of the goods remain valid for the period of time they are displayed in the online shop. This provision does not preclude the negotiation of a purchase contract on individually agreed terms.

2. All presentation of goods placed in the catalogue of the online store is of an informative nature and the seller is not obliged to conclude a purchase contract regarding these goods.

3. Information on the costs associated with the packaging and delivery of goods is published in the online shop. The information on the costs associated with the packaging and delivery of goods listed in the online shop is valid only in cases where the goods are delivered within the Czech Republic or as a postal parcel to EU countries.

4. Any discounts on the purchase price of the goods cannot be combined unless the Seller and the Buyer agree otherwise.

5. The period of validity of issued gift certificates (gift voucher) is 6 months from the date of issue and is indicated on the voucher (a different period of validity may be agreed in advance between the Buyer and the Seller). The certificate/voucher can only be used for a one-off payment for consumption or service, in the amount of its nominal value. If the value of the goods or services purchased is less than the face value of the voucher, the difference is non-refundable. If the value of the goods purchased is higher than the face value

of the voucher purchased, the difference in price must be paid directly at the establishment. The voucher cannot be exchanged for cash. The Seller shall not be liable for any loss, theft or depreciation of the gift voucher after receipt by the Buyer. The Buyer is not entitled to a refund of the value of the certificate/voucher if the certificate/voucher is not used and the validity period of the certificate/voucher has expired on the date stated on the voucher.

III. Order and conclusion of the purchase contract

1. The costs incurred by the buyer when using remote means of communication in connection with the conclusion of the purchase contract (costs of internet connection, costs of telephone calls) shall be borne by the buyer. These costs do not differ from the basic rate.

2. The buyer orders the goods in the following way:

- by filling in the order form without registration.

3. When placing an order, the buyer selects the goods, the number of items, the method of payment and delivery.

4. Before sending the order, the buyer is allowed to check and change the data he has entered in the order. The Buyer sends the order to the Seller by clicking on the SUBMIT ORDER button. The information provided in the order is considered correct by the Seller. The validity of the order is subject to the completion of all mandatory data in the order form and the Buyer's confirmation that he has read these terms and conditions.

5. The purchase contract is concluded only after acceptance of the order by the Seller. Immediately upon receipt of the order, the Seller shall send the Buyer a Notice of Order Acceptance to the email address provided by the Buyer when placing the order. The notice of acceptance of the order contains the current terms and conditions of the Seller.

6. In the event that any of the requirements specified in the order cannot be fulfilled, the Seller will send the Buyer an amended offer to his email address. The amended offer shall be deemed to be a new proposal of the purchase contract and the purchase contract shall be concluded in such case by the Buyer's confirmation of acceptance of this offer to the Seller at his email address specified in these Terms and Conditions.

7. All orders accepted by the Seller are binding. The Buyer may cancel an order until the Buyer has received notification of acceptance of the order by the Seller. The Buyer may cancel an order by calling the telephone number or email of the Seller set out in these Terms and Conditions.

8. In the event that there is an obvious technical error on the part of the Seller when indicating the price of the goods in the online shop or during the ordering process, the Seller is not obliged to deliver the goods to the Buyer for this obviously erroneous price even if the Buyer has been sent an automatic confirmation of receipt of the order according to these Terms and Conditions. The Seller will inform the Buyer of the error without undue delay and shall send the Buyer an amended offer to the Buyer's email address. The amended offer shall be deemed to be a new proposal for a purchase contract and the purchase contract will be concluded in such case by confirmation of receipt by the Buyer to the Seller's email address.

IV. Ordering without registration

1. By completing the order (order form on the website), the Buyer can order goods. The Buyer can order goods without registration.

2. When ordering goods, the Buyer is obliged to provide all the information correctly and truthfully. The information provided by the Buyer when ordering goods is considered correct by the Seller.

V. Payment terms and delivery of goods

1. The price of the goods and any costs associated with the delivery of the goods under the Purchase Contract may be paid by the Buyer in the following ways:

- by wire transfer to the Seller's bank account indicated on the invoice
- cashlessly by credit card,
- by wire transfer to the Seller's account through the payment gateway SIX Payment Services (Europe) S.A.

in cash or by credit card upon personal collection at the premises,

2. Together with the purchase price, the Buyer is obliged to pay the Seller the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise below, the purchase price shall also include the costs associated with the delivery of the goods.

3. In the case of payment in cash, the purchase price is payable upon receipt of the goods. In the case of non-cash payment, the purchase price is payable within 14 days of the conclusion of the purchase contract.

4. In the case of payment through a payment gateway, the Buyer will follow the instructions of the relevant electronic payment provider.

5. In the case of non-cash payment, the Buyer's obligation to pay the purchase price is fulfilled at the moment of crediting the relevant amount to the Seller's bank account.

6. The Seller does not require any advance payment or any other similar payment from the Buyer. Payment of the purchase price before shipment of the goods is not a deposit.

7. According to the Sales Records Act, the seller is obliged to issue a receipt to the buyer. At the same time, he is obliged to register the received sales with the tax administrator online, in case of a technical failure within 48 hours at the latest.

8. The goods are delivered to the Buyer:

- to the address specified by the Buyer in the order
- by personal collection at the Seller's premises

9. The choice of delivery method is made during the ordering process.

10. The cost of delivery of the goods depending on the method of shipment and receipt of the goods is specified in the buyer's order and in the confirmation of the order by the seller. In the event that the method of delivery is agreed upon at the Buyer's specific request, the Buyer shall bear the risk and any additional costs associated with this method of delivery.

11. If the Seller is obliged under the Purchase Contract to deliver the goods to the place specified by the Buyer in the order, the Buyer is obliged to take delivery of the goods upon delivery. In the event that for reasons on the part of the Buyer it is necessary to deliver the goods repeatedly or in a different manner than

specified in the order, the Buyer is obliged to pay the costs associated with the repeated delivery of the goods, or the costs associated with a different method of delivery.

12. Upon receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and in the event of any defects immediately notify the carrier. In the event of a breach of the packaging indicating unauthorised intrusion into the shipment, the Buyer may not accept the shipment from the carrier.

In the case of an alcohol order, the age of the customer will be verified by a physical check of the personal document upon receipt of the ordered goods.

13. The Seller shall issue a tax document - invoice to the Buyer. The tax document is sent by the Seller in electronic form by email to the Buyer's email address entered in the order form. In case of personal collection of goods in the shop, the document is attached to the delivered goods.

14. The Buyer acquires the ownership right to the goods by paying the full purchase price for the goods, including delivery costs, but first by taking delivery of the goods. Liability for accidental destruction, damage or loss of the goods shall pass to the Buyer at the moment of taking over the goods or at the moment when the Buyer was obliged to take over the goods but failed to do so in breach of the purchase contract.

VI. Withdrawal from the contract

1. A buyer who has concluded a purchase contract outside his business activity as a consumer has the right to withdraw from the purchase contract.

2. The withdrawal period is 14 days

- from the date of receipt of the goods,
- from the date of receipt of the last delivery of the goods if the subject of the contract is several types of goods or the delivery of several parts
- from the date of receipt of the first delivery of the goods if the subject of the contract is a regular recurring delivery of goods.

3. The Buyer cannot, inter alia, withdraw from the purchase contract:

- the provision of services, if they have been performed with his prior express consent before the expiry of the withdrawal period and the seller has informed the buyer before the conclusion of the contract that he has no right to withdraw from the contract in such a case,
- the supply of goods or services the price of which depends on financial market fluctuations independent of the seller's will and which may occur during the withdrawal period,
- the delivery of alcoholic beverages, which may be delivered only after the expiry of 30 days and the price of which depends on financial market fluctuations independent of the seller's will,
- the delivery of goods which have been adapted to the purchaser's wishes or to his person,
- the delivery of perishable goods and goods which have been irretrievably mixed with other goods after delivery,
- the delivery of goods in sealed packaging which have been removed from the packaging by the buyer and cannot be returned for hygiene reasons,
- the delivery of newspapers, periodicals or magazines,
- the supply of digital content, unless it has been supplied on a tangible medium and has been supplied with the prior express consent of the buyer before the expiry of the withdrawal period and the seller

has informed the buyer before the conclusion of the contract that in such a case he has no right of withdrawal,

- in the other cases referred to in Article 1837 of the Civil Code.

4. In order to meet the withdrawal deadline, the Buyer must send a withdrawal statement within the withdrawal period.

5. To withdraw from the purchase contract, the Buyer may use the sample withdrawal form provided by the Seller. The Buyer will send the withdrawal form to the email or delivery address of the Seller specified in these Terms and Conditions. The Seller will promptly acknowledge receipt of the form to the Buyer.

6. The Buyer who has withdrawn from the contract is obliged to return the goods to the Seller within 14 days of withdrawal from the contract. The Buyer shall bear the costs of returning the goods to the Seller, even if the goods cannot be returned by normal postal means due to their nature.

7. If the Buyer withdraws from the contract, the Seller shall reimburse the Buyer immediately, but no later than within 14 days of withdrawal, all money, including delivery costs, received from the Buyer in the same manner. The Seller will only return the funds received to the buyer in another way if the buyer agrees to this and if no additional costs are incurred.

8. If the Buyer has chosen a method of delivery other than the cheapest method of delivery offered by the Seller, the Seller will reimburse the Buyer for the cost of delivery of the goods in the amount corresponding to the cheapest method of delivery offered.

9. If the Buyer withdraws from the purchase contract, the Seller is not obliged to return the received funds to the Buyer before the Buyer has handed over the goods to the Seller or proved that he has sent the goods to the Seller.

10. The Buyer must return the goods to the Seller undamaged, unworn and unpolluted and, if possible, in their original packaging. The Seller is entitled to unilaterally offset the claim for compensation for damage to the goods against the Buyer's claim for reimbursement of the purchase price.

11. The Seller is entitled to withdraw from the Purchase Contract due to stock-outs, unavailability of the goods or if the manufacturer, importer or supplier of the goods has discontinued the production or import of the goods. The Seller will promptly inform the Buyer via the email address specified in the order and will return all money, including delivery costs, received from the Buyer under the Contract within 14 days of notification of withdrawal from the Purchase Contract in the same manner or in the manner specified by the Buyer.

VII. Rights from defective performance

1. The seller responds to the buyer that the goods are free of defects upon receipt. In particular, the seller is liable to the buyer that at the time the buyer took over the goods:

- the goods have the characteristics agreed between the parties and, in the absence of agreement, have the characteristics described by the seller or the manufacturer or expected by the buyer in view of the nature of the goods and on the basis of the advertising carried out by them,
- the goods are fit for the purpose for which the seller states they are to be used or for which goods of that kind are usually used,
- the goods correspond in quality or workmanship to the agreed sample or specimen if the quality or workmanship was determined by reference to the agreed sample or specimen,

- the goods are in the appropriate quantity, measure or weight and the goods comply with the requirements of the legislation.

2. The Seller has obligations from defective performance at least to the extent that the manufacturer's obligations from defective performance continue. The Buyer is otherwise entitled to exercise the right to claim for defects that occur in consumer goods within twenty-four months of receipt.

3. If the period of time for which the goods may be used is indicated on the goods sold, on their packaging, in the instructions accompanying the goods or in advertising in accordance with other legal provisions, the provisions on the guarantee of quality shall apply. By guaranteeing the quality, the Seller undertakes that the goods will be fit for their usual purpose or retain their usual characteristics for a certain period of time. If the Buyer has rightly accused the seller of a defect in the goods, the period for exercising rights under the defective performance and the warranty period shall not run for the period during which the Buyer cannot use the defective goods.

4. The provisions referred to in the preceding paragraph of the terms and conditions shall not apply to goods sold at a lower price to the defect for which the lower price was agreed, to the wear and tear of the goods caused by their normal use, in the case of second-hand goods to the defect corresponding to the degree of use or wear and tear that the goods had when taken over by the Buyer, or if it results from the nature of the goods. The Buyer is not entitled to the right of defective performance if he knew before taking over the goods that they were defective or if the Buyer himself caused the defect.

5. In the event of a defect, the buyer may submit a claim to the seller and demand:

- replacement with new goods,
- repair of the goods,
- a reasonable discount on the purchase price,
- withdraw from the contract.

6. The buyer has the right to withdraw from the contract:

- if the goods have a material defect,
- if the goods cannot be used properly because of the recurrence of the defect or defects after repair,
- in the event of multiple defects in the goods.

7. A material breach of contract is one that the party breaching the contract already knew or must have known at the time of entering into the contract that the other party would not have entered into the contract if it had foreseen the breach.

8. In the case of a defect that constitutes an insubstantial breach of contract (regardless of whether the defect is remediable or irreparable), the Buyer is entitled to have the defect remedied or to a reasonable discount on the purchase price.

9. If a repairable defect occurs repeatedly after the repair (usually the third claim for the same defect or the fourth for different defects) or the goods have a greater number of defects (usually at least three defects at the same time), the Buyer has the right to claim a discount on the purchase price, exchange the goods or withdraw from the contract.

10. When making a claim, the Buyer is obliged to tell the Seller what right he has chosen. A change of choice without the Seller's consent is only possible if the Buyer has requested the repair of a defect that

proves to be irremediable. If the Buyer does not choose his right from a material breach of contract in time, he has the same rights as in the case of a non-material breach of contract.

11. If repair or replacement of the goods is not possible, the Buyer may demand a full refund of the purchase price upon withdrawal from the contract.

12. If the seller proves that the buyer knew about the defect of the goods before acceptance or caused it himself, the seller is not obliged to satisfy the buyer's claim.

13. The buyer cannot claim discounted goods for the reason for which the goods are discounted.

14. The Seller is obliged to accept the claim in any establishment where the claim can be accepted, possibly also in the registered office or place of business. The Seller is obliged to issue the Buyer with a written confirmation of when the Buyer exercised the right, what is the content of the claim and what method of settlement of the claim the Buyer requires, as well as confirmation of the date and method of settlement of the claim, including confirmation of the repair and the duration of the repair, or written justification of the rejection of the claim.

15. The Seller or an employee authorised by the Seller will decide on the complaint immediately, in complex cases within three working days. This time limit does not include the time appropriate to the type of product or service required for a professional assessment of the defect. The complaint, including the removal of the defect, must be settled without delay, at the latest within 30 days from the date of the complaint, unless the Seller and the Buyer agree on a longer period. The expiry of this period in vain shall be considered a material breach of contract and the Buyer shall have the right to withdraw from the purchase contract. The moment when the Buyer's expression of will (exercise of the right from defective performance) reaches the Seller is considered the moment of claiming.

16. The Seller shall inform the Buyer in writing of the outcome of the complaint.

17. The right of defective performance does not belong to the Buyer if the Buyer knew before taking over the thing that the thing has a defect or if the Buyer himself caused the defect.

18. In the event of a legitimate claim, the Buyer is entitled to compensation for reasonable costs incurred in connection with the claim. The Buyer may claim this right from the Seller within one month after the expiry of the warranty period, otherwise the court may not grant it.

19. The Buyer has the choice of how to make a claim.

20. The rights and obligations of the contracting parties with respect to rights arising from defective performance are governed by Sections 1914 to 1925, 2099 to 2117 and 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection.

21. Other rights and obligations of the parties related to the seller's liability for defects are regulated by the Seller's Complaints Regulations.

VIII. Delivery

1. The Parties may deliver all written correspondence to each other by electronic mail.

2. The Buyer shall deliver correspondence to the Seller at the email address specified in these Terms and Conditions. The Seller shall deliver correspondence to the Buyer at the email address specified in the order.

IX. Personal data

1. All information you provide when working with us is confidential and will be treated as such. Unless you give us your written permission, we will not use information about you in any way other than for the performance of the contract, except for the email address to which commercial communications may be sent to you, as this is permitted by law, unless you refuse. These communications may only relate to similar or related goods and can be opted out of at any time by simple means (sending a letter, email or clicking on a link in a commercial communication). The email address will be kept for this purpose for 3 years after the last contract between the parties has been concluded.

2. More detailed information on data protection can be found in the Privacy Policy on the Seller's website.

X. Out-of-court dispute resolution

1. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, internet address: <https://adr.coi.cz/cs>, is competent for out-of-court settlement of consumer disputes arising from the purchase contract. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the Seller and the Buyer under the purchase contract.

2. The European Consumer Centre Czech Republic, with registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz> is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).

3. The Seller is entitled to sell goods on the basis of a trade licence. Trade control is carried out within the scope of its competence by the competent trade authority. The Czech Trade Inspection Authority carries out, among other things, supervision of compliance with Act No. 634/1992 Coll., on Consumer Protection, within a defined scope.

XI. Concluding provisions

1. All agreements between the Seller and the Buyer are governed by the law of the Czech Republic. If the relationship established by the Purchase Contract contains an international element, the parties agree that the relationship shall be governed by the law of the Czech Republic. This is without prejudice to the rights of the consumer under generally binding legislation.

2. The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of Section 1826(1)(e) of the Civil Code.

3. All rights to the Seller's website, in particular the copyright to the content, including page layout, photos, films, graphics, trademarks, logos and other content and elements, belong to the Seller. It is prohibited to copy, modify or otherwise use the website or any part thereof without the consent of the Seller.

4. The Seller shall not be liable for errors resulting from third party interference with the online shop or its use contrary to its intended use. The Buyer must not use any procedures that could have a negative impact on the operation of the online shop and must not perform any activity that could allow him or third parties to

interfere with or use the software or other components of the online shop in an unauthorised manner and use the online shop or its parts or software in a manner that would be contrary to its purpose or intent.

5. The purchaser hereby assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.

6. The Purchase Contract including the Terms and Conditions is archived by the Seller in electronic form and is not accessible.

7. The Seller may change or supplement the wording of the Terms and Conditions. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the Terms and Conditions.

8. A sample withdrawal form is attached to the Terms and Conditions.

These terms and conditions come into force on 1.5.2021.

Attachment: Sample withdrawal form

Sender:

Name and surname:

Resident:

(e-mail, phone number if applicable):

Address:

Seller: (name and surname/business name)

ID:

Registered office:

Notice of withdrawal from the purchase contract

On I ordered goods, order number, worth from your website/online shop CZK. I received the ordered goods on

Pursuant to Section 1829(1) in conjunction with Section 1818 of Act No. 89/2012 Coll., Civil Code, I exercise my legal right and withdraw from the purchase contract concluded via the Internet concerning the above-mentioned goods, which I am sending back to you with this letter, and I also ask you to remit the purchase price in the amount of CZK and CZK for postage to my bank account number within 14 days of receipt of this withdrawal.

At on

Name and surname of the consumer
(signature)

Attachments:

Proof of purchase

D)TERMS OF USE OF THE WIRELESS WI-FI NETWORK AND USE OF INTERNET ACCESS AND DISCLAIMER OF LIABILITY AND WARRANTIES

These Terms (hereinafter referred to as the “Terms”) govern the provision and use of Internet access via the wireless Wi-Fi network (hereinafter referred to as the “Service”) operated by ADRIA – NEPTUN, spol. s r.o., with its registered office at Václavské náměstí 784/26, Company ID: 40766519, Tax Identification Number: CZ40766519, (hereinafter referred to as the “Provider”), on the premises and operations of establishments.

1. Definition of User

These Terms of Use and Disclaimer apply to each user of the Service (hereinafter referred to as the “User”) and apply to any use of the Provider’s Wi-Fi network.

2. Use of the Service

The Provider is entitled to set a name (Name) and a password (Login/Password) for the wireless network in order to make the Service available for the purpose of accessing the Internet. The Wi-Fi network always has a name (Name) in the Provider's premises. In the case of a service with a set password, the password (Login/Password) and the network name (Name) are available to the User in the Provider's premises (at the reception/from the facility employee).

The Service is provided to the User free of charge and is intended exclusively for personal and non-commercial use during a stay or visit to the Provider's premises.

The User is obliged to use the Service in accordance with these Terms and Conditions and applicable legal regulations. By using the Service, the User confirms that he has read these Terms and Conditions, understands them and agrees to them without reservation. In case of disagreement, the User is obliged to stop using the Service.

3. Technical requirements and limitations

The compatibility of the User's device (e.g. mobile phone, tablet, laptop) and its configuration for accessing the Wi-Fi network is the sole responsibility of the User.

The Wi-Fi network is public, unsecured (unencrypted) and does not provide protection in the form of a firewall or antivirus software. The Provider recommends that Users use their own security tools (e.g. antivirus, firewall, VPN).

The User is not authorized to connect their own access devices to the network (e.g. hotspots, Wi-Fi extenders, etc.).

4. Liability and limitations of services

The Provider is not liable for damages incurred in connection with the use of the Service, including loss of data, damage to the User's device or software. The Provider reserves the right to limit or disconnect access in the event of a violation of the Terms by the User.

The Service is provided in the highest possible quality, but does not provide any guarantee of availability, security, speed or functionality. The Service may be suspended, limited or completely terminated at any time.

The Provider, to the maximum extent permitted by applicable law, excludes liability for content shared by the User.

The Provider, to the maximum extent permitted by applicable law, excludes liability for any direct, indirect, consequential or other damages, including property damage, lost profits, loss of data or business interruption, arising in connection with the use of the Service or reliance on published information.

This exclusion of liability does not apply to cases where the limitation of liability would be in conflict with the mandatory provisions of the law of the Czech Republic.

5. Prohibited conduct and liability of the User

The User undertakes not to carry out any activities that could disrupt the functionality, security or availability of the Service. In particular, it is prohibited to:

- overload the network with excessive downloading or streaming,
- spread malicious software or viruses,
- send unsolicited mail (spam),
- attempt unauthorized access to other devices or data,
- violate applicable laws or good morals.

The User is responsible for ensuring that the shared content does not violate any rights of third parties. Violation of these Terms may lead to immediate blocking of access to the Service, and in the event of a serious violation, the Provider may take legal action.

The User is not authorized to disclose the password (Login/Password) for access to the Provider's wireless network to third parties. The User is responsible for any damage caused to the Provider or third parties by violating the obligations in the previous sentence.

6. Changes to the Terms

The Provider reserves the right to unilaterally change these Terms at any time without prior notice. The current version of the Terms and Conditions is always available via the Provider's website or when connecting to the network.

7. Final provisions

If any provision of these Terms and Conditions is found to be invalid or unenforceable, this shall not affect the validity of the other provisions, which shall remain in full force and effect.

The relevant provisions of the applicable legal regulations and the legal system of the Czech Republic shall apply to legal relationships not governed by these Terms and Conditions.

8. Contact details

In case of questions regarding these Terms and Conditions or the exclusion of liability, you can contact the email contact listed on the Provider's website. For all requirements under the DSA Regulation, please contact: marketing@adria.cz

These Terms and Conditions shall enter into force and effect on 1.1.2025.