

General terms and conditions for using the service **Booking.Pluxee**

The mutual rights and obligations of the Customer and the Operator arising from the use of the website and the Booking.Pluxee service are governed by these general terms and conditions:

1. Definition

1.1. In these general terms and conditions:

- 1.1.1. **"Partner"** means the contractual partner of the Operator enabling Customers to use the Service. The Operator's main Partners in relation to the Service to Customers are operators of internet portals providing short-term accommodation for recreation purposes, payment gateway payment service providers and contractual partners of employers enabling employees to draw contributions from the employer's cultural and social needs fund.
- 1.1.2. **"Payment Gateway"** means a payment gateway operated by the Payment Service Provider.
- 1.1.3. **"Payment service provider"** is a trading company Československá obchodní banka, as, Company ID: 00001350, registered office at Radlická 333/150, Radlice, 150 00 Prague.
- 1.1.4. **"Operator"** is a business company CatchHotels.com sro, Company ID: 178 70 771, with its registered office at Na Poříčí 1041/12, Nové Město, 11000 Prague 1, registered in the Commercial Register kept by the Municipal Court in Prague, under file number C 378119. The Operator is not a provider of accommodation services, it only offers the Customer their mediation, and the contractual relationship for accommodation arises directly between the Customer and the provider of accommodation services.
- 1.1.5. **"Login details"** means entering a unique order link and/or a unique combination of the Customer's login name and password chosen by the Customer, which the Customer saves in the Website database when setting up a Customer Account and/or automatically generated for the Customer by the Website.
- 1.1.6. **"Bargain"** means a contract concluded between the Customer and the Operator, the subject of which is the provision of a Service representing the mediation of short-term accommodation to the Customer by the Operator at the Customer's choice and under the terms of these GTC.
- 1.1.7. **"Service"** means the operation of the Website and related technical solutions by the Operator enabling the Customer, through the Provider, as an intermediary, to obtain information about short-term accommodation offers, make reservations and payments for short-term accommodation (and possibly additional services) according to the current availability and selection of the Customer on the Website.
- 1.1.8. **"Customer"** means any legal or natural person other than the Operator who uses the Service.
- 1.1.9. **"Customer account"** means a non-public part of the Website that is accessible to the Customer after entering the Login Data and/or a unique order link.
- 1.1.10. **"GTC"** means these general terms and conditions.
- 1.1.11. **"Website"** means the website available from the web address www.booking.pluxee.cz

2. Service – Booking.Pluxee

- 2.1. The Operator, through the Website and its technical solution, offers the Customer an information service about the offer of short-term accommodation, making a reservation for short-term accommodation and paying for short-term accommodation, according to the Customer's choice and availability according to the offer of accommodation providers on portals providing short-term accommodation and some additional tourism services.
- 2.2. User selects and enters the parameters of the accommodation order and the method of payment in the Web environment.
- 2.3. The Operator allows payment for accommodation to be made also by drawing the Customer's benefits as an employee from the cultural and social needs fund of his employer, based on agreements with selected contractual partners of employers ensuring the drawing of employee benefits for the employer.
- 2.4. Payment for the reservation in the amount exceeding the Customer's chosen use of the Customer's benefits according to the previous paragraph is made cashless via the Payment Gateway and/or by bank transfer.
- 2.5. By checking the box accepting the general terms and conditions on the Website, the Customer unconditionally agrees to these GTC and by accepting them, the Customer simultaneously declares that he/she has read and understood their full content. The Operator's customer service line is available for related questions.
- 2.6. The contract is concluded at the moment of confirmation of the Customer's accommodation reservation by the Operator.
- 2.7. The accommodation contract is concluded directly between the Customer and the accommodation service provider selected by the Customer. The Operator only provides mediation and payment for the reservation of the accommodation selected by the Customer.

3. Changes and cancellations of accommodation reservations

- 3.1. In some cases, a situation may arise where the accommodation provider requests the Customer to make payment for the accommodation on site, the reason for such a request may be the fact that the online payment was rejected or the type of online payment is not supported by the accommodation provider. In such cases, the Provider will reimburse the Customer by bank transfer, based on the presentation of proof of payment and the provision of a bank account, the amount paid by the Customer up to the amount of the unmade online payment.
- 3.2. The Operator's website and technical solution are not primarily intended for additional changes to reservations. If the Website environment offers the possibility of additional changes to a given reservation, this is a service at the Customer's request and the Operator cannot guarantee its provision.
- 3.3. Cancellation conditions are determined by the accommodation service provider selected by the Customer.
- 3.4. In cases where the accommodation service provider does not allow cancellation of the accommodation reservation, the Customer shall pay the accommodation price due at the time of booking. Funds paid for unused accommodation are not refunded to the Customer by the Operator.
- 3.5. In cases where the accommodation service provider allows cancellation of the accommodation reservation, the Customer shall pay the accommodation price no later than 14 days from the date of reservation. During this time, the reservation may be cancelled without payment; in the event of cancellation after payment and/or due to the legal relationship between the Customer and the selected accommodation service provider, the Customer shall be entitled to use the Service at the same value on an alternative date no later than within the following 12 months from the date of cancellation, unless otherwise agreed between the Customer and the selected accommodation service provider.
- 3.6. In cases where the booking portal or accommodation service provider sets a time limit for handling cancellation conditions, it applies (beyond the scope specified in this article) that any requests through the Operator must be made **at least one hour before its expiration** during normal business hours on a business day. Operator.

- 3.7. If the Customer does not make the payment within seven (7) days from the date of the accommodation reservation (or other Services selected by the Customer), it will be automatically cancelled.
- 3.8. In the event that, from the moment of booking, **the reservation is cancelled directly by the provider selected by the Customer, regardless of the Provider's operation**, the Operator will attempt to make a repeated reservation. In the event of such a repeated reservation, the price of the reservation may change according to the conditions of the given provider; the Operator will inform the Customer (by email specified by the Customer), who will have the option to pay the remaining amount or cancel the reservation; in the event of cancellation, the Provider will return the funds paid for the original reservation to the Customer.

4. Using the Customer Account

- 4.1. Registration and access to Customer account are free of charge, Customer however carries possible costs connected with connection internet connection for use Web, and it according to negotiated conditions data providers services Customer.
- 4.2. The Operator reserves the right to fully or partially restrict, disable or terminate the Customer's access to the Website and/or Customer Account at any time.
- 4.3. The Operator is entitled to shut down, change and/or make the Website and/or Customer Account or part thereof inaccessible from the relevant internet address at any time, for any reason and without compensation.
- 4.4. the Website and/or Customer Account, the Customer undertakes to act in such a way that neither he nor the Operator incurs any harm as a result of its use.
- 4.5. The Customer declares that:
 - 4.5.1. is capable of legal acts to the extent sufficient to conclude the Contract and use the Website, especially with regard to his/her age.
 - 4.5.2. all information provided by the Customer via the Website and/or customer account is complete, accurate and true.
- 4.6. The Customer understands that in the event of a violation and/or misuse of the terms of use of the Website and/or Customer Account, the Operator is entitled to take measures to prevent any undesirable consequences for the Operator's activities at its discretion.

5. Payment data

- 5.1. The Service allows the Customer to make payments in various ways offered by the Website.
- 5.2. With the support of the Web, you can use it for payment **cashless payment via Payment Gateway**. The administrator of all data on the use of the payment method is exclusively the Payment Service Provider, where the data is stored and processed. Neither the Operator nor the Website store nor process payment or payment card data.
- 5.3. With the support of the Web, funds can be used for payment **benefits of the Customer as an employee** from the fund for cultural and social needs of his employer, based on agreements with selected contractual partners of employers offered in the Website environment. Neither the Operator nor the Website have any information about the status of the Customer's drawing on such a title, with the exception of data from the benefit providers selected by the Customer to make the current payment. Neither the Operator nor the Website further process or store such data.
- 5.4. All financial payments made through the Payment Gateway and/or benefit accounts are considered paid by crediting the entire paid amount to the Operator's bank account, this also applies to payments by bank transfer.

- 5.5. The Operator bears no responsibility in the event of misuse of payment information managed by the Payment Service Provider and/or the benefit account operator.
- 5.6. The customer will receive an accounting document and payment confirmation for the payment made to the email address entered during the payment completion process.

6. Liability for damage

- 6.1. The Operator bears no responsibility for the quality of services provided by the accommodation service provider. The Customer expressly acknowledges that the Operator is not a party to the contractual relationship regarding accommodation between the Customer and the selected accommodation service provider.
- 6.2. The Operator does not guarantee uninterrupted availability, functionality, or the integrity and security of the Website. The Operator is not liable for any damage caused to the Customer when using the Website, including any damage incurred when downloading data, damage caused by interruption of operation, malfunction of the Website, computer viruses, damage due to loss of data, profit, unauthorized access to transmissions and data of the Customer, to the widest possible extent, with the exception of the limits given by the mandatory provisions of generally binding legal regulations.

7. Intellectual property and trademarks

- 7.1. The operator reserves all rights to our services, the website and its content, including software, hardware, products, processes, algorithms, user interfaces, know-how, technologies, innovative concepts, designs and other tangible or intangible assets or information that we make available to you in the course of providing the services or using the website.
- 7.2. in connection with the Website and the Service or any part thereof. All rights not expressly granted to the Customer in these terms and conditions are reserved by the Operator or the respective rights owners.
- 7.3. In addition, all copyrights, trademarks, design rights, database rights, patents and other intellectual property rights (whether registered or unregistered) displayed on the website, contained on the website or relating to the content of the website belong to the Operator or third parties and no license or right to use them is granted to anyone.
- 7.4. All third-party products and services displayed on the website are provided by professional providers who act as sellers.
- 7.5. The trademarks, logos, service marks, watermarks and other third-party content (hereinafter referred to as the "Trademarks") displayed on the Site are registered and unregistered trademarks of their respective owners.
- 7.6. All trademarks relating to accommodation providers, vendors and other third-party service providers displayed on the Site belong to their respective owners and the Operator uses such trademarks for completeness only. The display of Trademarks on the Site and the availability of third-party products or services on the Site should not be construed as an association, endorsement or sponsorship of the Site and the Service by any such third party. Nothing contained on the Site should be construed as a claim by the Operator to any third-party trademarks or as granting, by implication, estoppel or otherwise, any license or right to use any trademark displayed on the Site without the express written consent of its respective owner.

8. Changes to the GTC

- 8.1. The Operator may unilaterally change or supplement the text of the GTC. The Operator informs the Customer about changes to the GTC in the Website environment, or in another suitable way so that the Customer can familiarize himself with the current text of the GTC without unreasonable difficulties. The GTC come into effect

at the moment of their publication on the Website's internet address.

9. Protection and processing of personal data

- 9.1. Information on the protection and processing of personal data can be found in the Personal Data Protection Policy at the following link: [Privacy policy \(booking.pluxee.cz\)](https://www.booking.pluxee.cz/privacy-policy).

10. Mandatory information for consumers

- 10.1. This article of the GTC is effective only with respect to the Customer who is a consumer. The provisions set forth in this article of the GTC do not apply in particular to entrepreneurs - sole proprietors or commercial companies.
- 10.2. The Operator hereby informs the Customer that:
- 10.2.1. the address for delivery of documents to the Operator is the same as the above-mentioned address of the Operator's registered office;
 - 10.2.2. The Operator's address for electronic mail delivery is: info@dovolena-za-benefity.cz and data box: xb9t4cj;
 - 10.2.3. The Website is available free of charge, except for the price of the internet connection used by the Customer, according to the terms and conditions of the Customer's data service provider;
 - 10.2.4. to use the Website, you need access to the Internet and a web browser;
 - 10.2.5. The data on the conclusion of the Contract, including these GTC, are stored in the Website database and the Customer has access to them through the Customer Account.
 - 10.2.6. The Customer has the opportunity to detect errors by checking the Customer Account;
 - 10.2.7. The Operator complies with all obligations arising from generally binding legal regulations of the Czech Republic; no other normative codes are binding on the Operator;
 - 10.2.8. The Customer is obliged to comply with these GTC, which are also part of the Contract, and the valid and effective generally binding legal regulations of the Czech Republic in connection with the performance of the contractual relationship with the Operator;
 - 10.2.9. **In the case of ordering accommodation that is to be performed on a certain date or in a certain period in accordance with the provisions of Section 1837, letter j) of the Civil Code, the consumer is not entitled to withdraw from the contract within the 14-day period due to the conclusion of the contract by distance means.**
 - 10.2.10. The customer may file a complaint with a supervisory or state supervisory authority. The Czech Trade Inspection Authority handles out-of-court consumer complaints in the manner and under the conditions set out in the relevant legal regulations.

11. Governing law

- 11.1. These GTC, as well as the Contract, are governed by and will be interpreted exclusively in accordance with the legal order of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code. In the event of a foreign element in the relations between the Customer and the Operator, they hereby agree that such a relationship is governed exclusively by the legal order of the Czech Republic and in the event of a dispute, the jurisdiction of the competent court in Prague, namely the District Court for Prague 1 or the Municipal Court in Prague, is always given.

12. Efficiency

12.1. These GTC come into force and effect on: 16.02.2026.