

## Terms of Use

These Terms of Use govern your access to and use of the website [www.databazevseho.cz](http://www.databazevseho.cz) (hereinafter "Web") and all related content, which is owned and operated by CatchHotels.com s.r.o., Company ID: 178 70 771, with its registered office at Benediktská 691/5, Old Town, 110 00 Prague 1, incorporated in the Commercial Register maintained by Municipal Court in Prague, under File No. C 378119 (hereinafter "CatchHotels", "we", "us", "our") (hereinafter "Terms of Use", "ToU").

The Web is available to any visitor or customer (hereinafter "User", "you", "your"). Please read these Terms of Use carefully before accessing or using the Web. These Terms of Use limit our liability and may substantively affect your rights. Your access to and use of the Web constitutes your full and unconditional acceptance of these Terms of Use. If you are accessing or using the Web on behalf of your employer or another person or entity, you represent and warrant that you have full legal authority to bind such employer or other person or entity. If you do not have such authority or you do not agree with these Terms of Use, do not access or use the Web.

The rules regarding the processing of Users' personal data are available on the Website under [Privacy Policy].

### 1. Use of the Web

CatchHotels operates the Web as a service provider of providing information of various points of interest.

You will access and use the Web for lawful purposes only and only in accordance with these Terms of Use and the guidelines, policies, restrictions and agreements on the Web.

You will not on or through the Web do any of the following:

- a) conduct any unlawful activity;
- b) use another person's name, email address, username without permission or impersonate another person when using this Web;
- c) send, submit or transmit any unlawful, threatening, defamatory, harassing or menacing information, material or communication that infringes, misappropriates or violates anyone else's privacy, publicity or any other legal right and/or that could be classified as a criminal offence, give rise to civil liability or otherwise violate any law;
- d) make speculative, false or fraudulent accommodation reservations or reservations in anticipation of demand;
- e) modify or decompile the software used to provide our services and operate our Web or any part thereof;
- f) conduct any activity which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam" or practices that interfere or attempt to interfere with the proper functioning of the Web;
- g) use any data mining, Web scraping, robots or similar data gathering and extraction tools on or at the Web or use any other automated means to access the Web;
- h) frame or use framing techniques to enclose the Web or any part thereof or any trademark, logo, or other proprietary information (including images, text, page layout or form) of CatchHotels or the Web without CatchHotels' express prior written consent;
- i) use any meta tags or any other "hidden text" utilizing any of our names or trademarks without the CatchHotels' express prior written consent;
- j) take any action that imposes, or may impose at CatchHotels' sole discretion, an unreasonable or disproportionately large load on CatchHotels' servers or other infrastructure or use the Web in any way that causes, or is likely to cause, the Web or access to or use of it to be interrupted, damaged or impaired in any way;
- k) advertise products or services or solicit any user of the Web, whether or not such advertising or solicitation is in the form of unrequested bulk commercial e-mail; or
- l) resell, make use or exploit the Web or any part thereof for any commercial purpose without CatchHotels' express prior written consent.

## **2. Web and its services**

The Web offers information about various places of interest. This feature is available to the User and can be used through a dedicated section of the Web User interface or other dedicated online tools such as emails (hereinafter the "**Web Interface**"). The Web features are available to you if you use them as intended and permitted by us. CatchHotels provides services in connection with the Web, including e-mail notifications to the User once the accommodation reservation price changes.

We will endeavour to ensure that such services are available, operate correctly and are free from malicious code (e.g. computer viruses). You agree to release and hold CatchHotels harmless for any damages arising out of your use of the Web, including the unavailability, failure or improper operation of services provided in connection with the Web.

If you choose to use the Web and our services, it is provided to you on an "as is" basis without any liability or warranty on our part, including without limitation any warranty of completeness, accuracy, availability or suitability.

The Web may be temporarily or permanently unavailable, in whole or in part, and may also be enhanced, modified or removed at our sole discretion without notice. Access to specific parts of the Web may be restricted based on specific rules and requirements.

The content and information on the Web (including intellectual property, pricing and information regarding the availability of services provided through the Web), as well as the infrastructure used to deliver that content and information, is the property of CatchHotels or our suppliers and providers.

Unless otherwise stated, the services of the Web are provided free of charge.

## **3. No implied warranty**

The Web and our services are without any representation, warranty or guaranty of any kind, either express or implied, including any implied warranties of merchantability, fitness for a particular purpose or title, all of which are expressly disclaimed. CatchHotels does not represent or warrant that the Site, its services will meet your requirements or that their use will be uninterrupted or error free. You bear the entire risk as to the quality, performance and use of the Web and its services.

## **4. Limitation of liability**

CatchHotels shall not be liable to you or any other person or entity for any damages or lost profits, costs or losses arising under these Terms of Use or arising out of your use of the Web or our, even if it has been advised of the possibility of such damages, costs or losses.

The Web may contain links to internet content which is not a part of the Web. You agree and acknowledge that CatchHotels is not responsible for such content.

## **5. Indemnification**

You agree to indemnify and hold CatchHotels harmless against all claims or liability asserted against it arising out of or in connection with any breach by you or anyone acting on your behalf of any of these Terms of Use.

## **6. Intellectual property and trademarks**

We retain all rights in and to our services and our Web and its content; including software, hardware, products, processes, algorithms, user interfaces, know-how, technology, innovative concepts, designs and other tangible or intangible assets or information that we make available to you in the course of providing services or using the Web.

No express or implied license or right, including any right to obtain any source code, data or other asset relating to our Web, is granted to the User in connection with the services and our Web or any part thereof. Any rights not expressly granted to the User in these Terms are reserved by us to ourselves or the respective rights owners.

In addition, all copyrights, trademarks, design rights, database rights, patents and other intellectual property rights (whether registered or unregistered) displayed on the Web, contained within the Web or relating to the content of the Web belong to us or third parties and we do not grant anyone a license or right to use them.

All third-party products and services displayed on the Web are provided by professional providers acting as vendors.

The trademarks, logos, service marks, watermarks and other third-party content (hereinafter the "**Trademarks**") displayed on the Web are registered and unregistered Trademarks of their respective owners.

All Trademarks relating to operating accommodation providers, vendors and other third-party service providers displayed on the Web belong to their respective owners and we use these Trademarks for completeness only. The display of the Trademarks on our Web and the availability of third-party products or services on our Web should not be construed as an affiliation, endorsement or sponsorship of the Web and our services by any such third party. Nothing contained on this Web should be construed as our claiming any such third-party Trademarks or as granting, whether by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the Web without the express written consent of its respective owner. You must ensure that your use of the Trademarks complies with all applicable laws and the intellectual property and other rights of the applicable provider. By accessing and using the Web you represent that you agree that the Trademarks will remain the property of the applicable provider.

## **7. Final provisions**

If any provision, or portion thereof, of these Terms of Use, or its application to any person or circumstance, shall be invalid, illegal or unenforceable to any extent, the remainder of these Terms of Use, such provision and their application shall not be affected thereby, but shall be interpreted without such unenforceable provision or portion thereof so as to give effect, insofar as is possible, to the original intent of the parties, and shall otherwise be enforceable to the fullest extent permitted by law.

The Terms of Use, the Web and any legal relationship arising out of or derived from them shall be construed in accordance with the laws of the Czech Republic without regard to its choice of law provisions. In the event of any disputes arising in connection with the Web, our services or under these Terms of Use, the courts of the Czech Republic shall have full jurisdiction to hear such disputes, unless otherwise provided by applicable mandatory legislation.

You represent that, if you are an individual, you are at least 18 years of age and have the full right and authority to enter into these Terms of Use.

CatchHotels may assign these Terms of Use without your consent to any other party so long as such party agrees to be bound by its terms.

These Terms of Use are in addition to the Privacy Policy and the policies, guidelines and restrictions contained on the Web (which are all incorporated by this reference into these Terms of Use).

Contact details for CatchHotels User support is [support@catchhotels.com](mailto:support@catchhotels.com), telephone number +42060778434. Any questions, suggestions, comments or complaints can be addressed to [support@catchhotels.com](mailto:support@catchhotels.com).

These Terms of Use are valid and effective as of 1. 5. 2024.