

NNGN Society s.r.o., ID No. 07988770, Zoborovská 506/48, 15000, Czech Republic. operates the TOURLIST platform, which connects passengers with carriers providing transport services and, where appropriate, provides travel agency services. Please read these Terms of Use to understand what you are ordering. You must be 18 years of age or older to make a reservation.

#### **DEFINITIONS:**

"Toulist" means the booking platform on which each customer creates their Tourlist service booking.

"Platform" means the mytourlist.com website

"Driver" means an independent transportation service provider who is available to make each booking through the Platform.

"User" means anyone who visits or otherwise uses the Platform, in particular anyone who makes a booking through the Platform.

"Passenger" means anyone who intends to use the transportation services booked through the Platform (which may include Users).

"Journey" means the set of services provided according to the Tourlist of the booking created using the Platform

"Attractions" means the guide services, excursions and attractions booked as part of a Trip

#### **SERVICES:**

Tourlist provides booking services and travel agency services that allow the User to create and book their trip. This includes booking a chauffeured transportation service and booking attractions. And it allows the user to pay the providers for these services. Tourlist does not provide any transportation services or attractions. Tourlist is not a payment service provider and provides free services to the user, the user only pays the driver for the transportation and the attraction providers for their services. Tourlist receives performance from providers based on contracts and agreements.

#### **TERMS OF USE:**

These Terms of Use apply (i) to all booking services and (ii) unless otherwise agreed between the rider and driver, also to transportation and tour operator services. By using the Platform, the User agrees to be bound by these Terms of Use. If the User books transportation services for another passenger, the User must present these Terms of Use to the passenger and ensure that the passenger agrees to these Terms of Use. By using the Platform for another passenger, the User represents and warrants to the Tourlist Platform company that the passenger agrees to these Terms of Use and that the User has sufficient authority to make the reservation on the passenger's behalf. If the User or the Traveler represented by the User does not agree to the Terms of Use, such User may not use the Platform. The Platform is intended exclusively for persons over 18 years of age. Any access to or use of the Platform by persons under the age of 18 is expressly prohibited. By accessing or using the Platform, the User represents and warrants that he/she is over 18 years of age.

#### **RESERVATIONS:**

The User shall make a reservation for the services through the Platform at least 10 days before the planned start of the trip and provide all mandatory information required by the Platform.

City Setup: here, the user selects the locations in which he/she will pass during his/her trip and in which he/she will stay overnight.

Pax&Car: here the user specifies the number of passengers and selects the vehicle. The vehicle is available for 10 hours per day and each passenger can carry one check-in bag and one cabin bag

Itineraries: here the user can add attractions to their booking.

Customer details: here the user enters his/her details.

Summary Request: here the user checks their tourlist (itinerary), agrees to the terms and conditions and submits their request. This request will be sent to the user with a link to his/her e-mail. Within 24 hours he will receive a reply from us with availability asking for any additions with confirmation of the request and payment details. The user can modify his tourlist up to 10 days before the start of the trip. After payment, the user will receive a voucher with the contact details of the driver. Payment must be made at least 5 days before the start of the trip. Otherwise the tourlist is automatically cancelled.

#### **PAYMENT:**

After the booking is confirmed, the user is sent an invoice for the services listed and is obliged to pay the price of the trip. The payment must be credited to NNGN Society Ltd. account at least 5 days before the start of the trip.

The price is final and always includes the price of transport which includes all costs of the vehicle and driver as well as all taxes and fees applicable to the trip and also includes the total price of the attractions.

#### **TRANSPORT SERVICES:**

The User, on behalf of the Traveler, will enter into a contract for transportation services with the Driver at the time the Tourlist reservation is confirmed and the total amount of the reservation is paid. Tourlist will then advise the User of the Driver's name, which will occur no later than 72 hours prior to the start of the trip, and will check the location and time of the Driver's meeting with the Passenger. Tourlist is not a party to such contract. Tourlist only represents the Driver in communicating with the User about the Transportation Service based on a separate agreement between the Driver and Tourlist. Tourlist never acts on behalf of the User or the Passenger. The Driver provides the Transportation Services as an irregular occasional transportation within Europe on a pre-booked basis. The Driver may provide other ancillary services but does not provide any other services unrelated to the Transportation. Driver agrees to use its best efforts to arrive at the scheduled destination as per the itinerary on time, however, neither Driver nor Tourlist makes any guarantee to Users as to the time of arrival at the scheduled location or attraction.

#### **ATTRACTIONS:**

The User, on behalf of the Traveler, enters into a Service Contract with the provider of the attraction (guided tour, excursion, attraction) at the time the Tourlist reservation is confirmed and the total amount of the reservation is paid. Tourlist is not a party to such contract. Tourlist only represents the Attraction Provider in communicating with the User about the Service based on a separate agreement between the Attraction Provider and Tourlist. Tourlist only provides travel agency services and connects the User with the Attraction Provider. Guide services are always provided by licensed local guides, other services such as excursions and the like are always provided directly by the operator of the Attraction.

#### **CANCELLATION POLICY:**

Tourlist is entitled to cancel a booking by email sent to the User. The User is entitled to cancel the service by email sent to Tourlist.

All reservations cancelled within 10 days prior to the start of the tour are cancelled free of charge. Cancellations made between the 10th - 5th day before the start of the trip are also cancelled free of charge. Cancellations made 4 days or less before the start of the trip will be charged 30% of the total cost of the booking.

Cancellations made during the trip will be charged 100% of the total price of the reservation.

These conditions are subject to change and will only be dealt with individually in the event of a force majeure event on the part of the user/passenger.

Cancellation of the reservation during the trip by the user/passenger due to a gross violation of the Driver's Code will be dealt with individually outside these conditions.

#### **DRIVER CODE:**

The driver will always be on time at the agreed meeting point to meet the passenger, if he/she will be late he/she is obliged to notify the passenger by telephone before the meeting time.

The driver is always available to the passenger 10 hours a day unless otherwise agreed.

The driver shall always provide the car ordered by the user for transport, unless otherwise agreed. The interior and exterior of the car shall always be kept clean as far as possible and the driver shall maintain it as far as possible throughout the duration of the transport.

The driver speaks English unless otherwise agreed and is always cleanly dressed.

In the event of a breakdown on the car which the driver is unable to rectify immediately, the driver is obliged to notify Tourlist and arrange for replacement transport at his/her own expense.

The driver will always behave calmly and courteously in all situations.

#### **PASSENGER CODE:**

The passenger acknowledges:

The driver's disposition time is 10 hours per day and always starts from a pre-arranged time.

The driver must have 11 hours of rest in one day. This time can be reduced to 9 hours only twice a week.

The order of the route cannot be changed at any stage without the agreement of the driver and the Tourlist

The average daily journey should correspond to the itinerary.

Driving within the city must not exceed 100 km per day.

If the passenger's seat is equipped with a seat belt he/she must be fastened while driving.

The driver is not liable for damages and fines incurred by the behaviour of passengers. The passenger is obliged to pay for any damage caused to the car at the hands of the driver.

In the event of non-compliance with the above regulations, it is possible that:

The police will check the driver's working hours to prevent the vehicle from continuing its journey.

The driver will delay the departure of the next program.

In the event of an accident, all insurance claims are void.

#### **USE OF THE PLATFORM:**

User may not modify any portion of the Platform without Tourlist's prior written consent, and all rights are reserved with respect to registered and unregistered trademarks, copyrighted works or other intellectual property appearing on the Platform. Neither the Platform nor any portion thereof may be reproduced or otherwise used for commercial purposes without the prior written consent of Tourlist. No person is authorized to systematically select any portion of the content of the Platform without Tourlist's prior written consent.

#### **GOVERNING LAW:**

These Terms of Use, the booking services contract between the User and Tourlist, the transportation services contract between the Driver and the User or the service contract concluded with the attraction provider shall be governed by Czech law.