

Terms and Conditions

of limited liability company

KM IMPORT s.r.o.

registered office: Pražská 1279/18, Praha 10, ZIP: 102 00, Prague, Czech Republic

identification number: 256 90 302

registered in the Commercial Register maintained by the County Court in Prague, Section C, File 61465

(hereinafter „**Prague Travel Guides**”)

for a sale of ebooks through an online store located on the internet address at <http://www.praguetravelguides.com>

How buying our ebooks works

This section will help you understand what you are buying when you purchase an item and how that transaction takes place on an e-store addressed at www.praguetravelguides.com (hereinafter, „**Prague Travel Guides website**”).

1. The total price for an item on Prague Travel Guides website is made up of several components including:

- a. **Item price:** When you ‘buy’ an item, you’re paying a price to the Prague Travel Guides for the right to use that item; you’re not actually buying the item itself. What you get includes a license directly from the KM import,s.r.o. to use that item. Items are subject to specific terms of use, and these terms are the ‘license’ that we set on. You can use our ebooks by saving it to your device (i.e. computer, tablet or cellphone) or by printing it. You can share it with people who accompany you on your journey to Prague. However, you nor people who accompany you may never sell our guides to third parties.**You can never use our guides in an end product that’s sold.**
- b. **Taxes:** Some transactions on Prague Travel Guides website may be subject to tax that may be added to the list price or handling fee. See **section 6** for details about taxes on Prague Travel Guides website.

Transacting as a buyer:

2. You can make payments by clicking a button ‘buy now’ or ‘buy for X ‘ where an X stands for the amount of money in the currency of € (EUR).

3. If you buy using the method above you will be redirected to a payment method provider (a ‘**payment agent**’, which is the company GoPay), and you may be required to pay a handling fee charged over the item price.

4. Currency conversion costs: You are responsible for all costs of currency conversion relating to your purchase at Prague Travel Guides website. Your financial institution does the currency conversion and may charge you additional fees (we don't control either the conversion rates or your financial institution's fees). Our bank account is opened in € (EUR) currency.

This means that you may incur additional costs when purchasing from Prague Travel Guides website, which we have no control over.

5. Terms of buying: When you buy an item from Prague Travel Guides website you're doing so on the following terms:

- a. you promise to us that you have carefully considered the suitability of your chosen product, and that you have chosen appropriately;
- b. you cannot cancel a completed purchase of an item;
- c. we do not promise that any particular item will continue to be available on Prague Travel Guides website so you should download and save the item as soon as you buy it;
- d. once you purchase an item and you pay the item price, you acquire a non- exclusive license to use the item (non-exclusive means others might also license the same item);
- e. the company KM import, s.r.o. retains ownership of the item;
- f. we have the right to enforce against you the terms of the license that you have acquired from Prague Travel Guides website.

It is important that you understand the terms on which you are making a purchase. Please take the time to review this section carefully.

6. Taxes:

- a. Prices and fees are inclusive of transactional taxes where relevant (like sales tax, VAT and GST), except for the following (which will be added as part of the total price buyers see before finalising a purchase): (a) European Union VAT (if applicable) and (b) any other transactional taxes we state on the site will be added.
- b. You are responsible for paying all other fees and taxes associated with your use of Prague Travel Guides website wherever levied (including withholding tax, if applicable). We may collect geographical location information to determine your location, which may be used for tax purposes (so location information you give us must be accurate for tax residency purposes).

Refunds

7. Given the nature of downloadable digital items, we do not generally offer a refund or credit on a purchase unless required under Czech consumer law or other relevant consumer protection laws like EU Regulations. If you would like to request a refund, you should contact us at info@praguetravelguides.com.

8. We will assess refund requests on their merits, considering the digital nature of Prague Travel Guides website items and the type of item preview that was available before purchase. **According to the Czech law, there is no obligation to provide a refund in situations like the following:**

- a. you have changed your mind about an item;
- b. you bought an item by mistake;
- c. you do not have sufficient expertise to use the item; or
- d. you ask for goodwill.

9. If we decide to issue a refund, this will be done using the same manner used to make the purchase. So if the item was bought using a particular payment method you will be refunded using the same payment method in reverse. Any payment made to you will be made in EUR, under the rules of the payment method.

Intellectual Property

10. **What we own:** We own all the **Prague Travel Guides website content** that we have put on Prague Travel Guides website (unless otherwise stated and excluding content owned by others). This includes the design, compilation, and look and feel of the Prague Travel Guides website, and copyright, trademarks, designs and other intellectual property on Prague Travel Guides website. We own all the trademarks, logos, service marks and trade names on Prague Travel Guides website (unless otherwise stated and excluding these things owned by others). You will not copy, distribute, modify or make derivative works of any of our Prague Travel Guides website Content or use any of our intellectual property in any way not expressly stated in these terms. We also do own all the items on Prague Travel Guides website, especially ebooks of our guides.

Our use of your information

11. **Privacy:** We respect your privacy. When you will be asked to provide some information about yourself, this information may be used by us and contractors in connection with providing Prague Travel Guides website and its services, including marketing activities.

12. **Confidential Information:** We value your information and take reasonable precautions to protect it. While we take reasonable steps to preserve the security of your information, please be aware that we can't promise that your use of the Prague Travel Guides website will be confidential, and we can't promise that any information you provide to us is perfectly secure. While using the Prague Travel Guides website, you may also become aware of confidential information about us. You promise to not disclose any confidential information made available to you through the Prague Travel Guides website to any other person.

Playing fair

13. **Prohibited Conduct:** Prague Travel Guides website is founded on the idea of community and like any functioning and healthy community, some things are not allowed and will not be tolerated. We aim to take a common sense approach to the general code of conduct on Prague Travel Guides website but you promise that you will not:

- a. use a false email address, impersonate others, or misrepresent your affiliation with others;
- b. attempt to gain unauthorised access to computer systems or content through the Prague Travel Guides website;
- c. use any information gained from the Prague Travel Guides website with the intention to make a private arrangement that would otherwise be made using the Prague Travel Guides website;
- d. use information gathered from or through the Prague Travel Guides website in a way that may confuse or mislead consumers (for example, automatically gathering information to set up a site that looks like one of our sites);
- e. attempt to or actually interrupt, negatively impact or alter Prague Travel Guides website operation in any way;
- f. use the Prague Travel Guides website or any of the content in a way that violates applicable law, that violates the intellectual property or other rights of us or others, or that is fraudulent, obscene, unprofessional, offensive, misleading or defamatory;
- g. modify, reproduce, display, publish, distribute, copy, transmit, perform, license, create derivative works from, transfer, or sell or re-sell any information, content, software, or item obtained from or through the Prague Travel Guides website, other than in accordance with these terms or the license for the item.

Linking; apps made by others

14. **Linking to the Prague Travel Guides website:** We'd be delighted if you decide to link Prague Travel Guides website from other sites but you have to link to a full version of a page as seen by someone navigating directly to the Prague Travel Guides website and looks the way we've intended and not link directly to an image hosted on Prague Travel Guides website. That includes no "in-line" linking methods resulting in images hosted on Prague Travel Guides website being displayed on other sites. You must not "frame" any Prague Travel Guides website pages by surrounding those pages with someone else's content, materials or branding. We reserve the right to insist that any link to the Prague Travel Guides website be discontinued, and to revoke your ability to link to the Prague Travel Guides website.

15. **Links from the Prague Travel Guides website:** Prague Travel Guides website may contain links to other non- Prague Travel Guides website sites. We have no control or responsibility over anything on those sites, and do not endorse or sponsor those sites, even if they are affiliated to us.

Our indemnity to you

16. We are liable and responsible for:

- a. our use of the Prague Travel Guides website;
- b. the services, messages, Prague Travel Guides website content, software or other information we send through the Prague Travel Guides website;
- c. our breaching of any intellectual property rights belonging to others;
- d. our breach of these terms;
- e. our breach of any industry code, regulation or law that applies.

17. You have no responsibility to us for, and we agree to indemnify you from, all liabilities, costs, expenses (including legal fees) and loss arising from third party claims due to any of the matters set out in the previous section.

Your indemnity to us

18. You are liable and responsible for:

- a. your use of the Prague Travel Guides website;
- b. your content breaching any intellectual property rights belonging to others;
- c. your breach of these Prague Travel Guides website Terms;
- d. your breach of any license of an item;
- e. your breach of any industry code, regulation or law that applies.

19. We have no responsibility to you or to any other person for all liabilities, costs, expenses (including legal fees) and loss arising from third party claims due to any of the matters set out in the previous section and you agree to indemnify us, our directors, officers, employees and agents from all losses.

This means that you protect us from costs and claims that happen because of your actions on the site.

20. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defence of such claim.

21. **Availability:** We strive to have the Prague Travel Guides website available to you 24 hours a day, seven days a week but you know how the internet works: occasionally you might not be able to access the Prague Travel Guides website, and this might happen for any reason, at any time, with or without notice, or at our absolute discretion. We might also change aspects of how Prague Travel Guides website works. We will not be liable to you for any loss you suffer as a result of these things.

22. **Third party:** If you're agreeing to these terms on behalf of someone else (like your employer), then you're promising to us that you have full legal authority to bind that third party.

23. **Disclaimer:** In some places there may be consumer or fair trading laws that apply and that may give you rights that we cannot exclude, restrict or modify ('non-excludable law'). We do not exclude or modify any non-excludable law. Except as provided in a non-excludable law, we are bound only by the express promises made in these terms and we are not bound by implied terms. Except as provided in a non-excludable law, our and each author's liability for breach of any implied warranty or condition which cannot be excluded is limited, at our or the author's option, to either replacement or paying the cost of replacement.

24. **Relationship between the parties:** Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us. Neither you nor us can bind each other in any way.

25. **Notices:** Any notice you send us must be submitted via an e-mail address info@praguetravelguides.com. Any notice we send to you will be emailed to your registered account email address.

42. **Changes to Prague Travel Guides website Terms:** Although we can change any of our terms at any time we will take reasonable steps to let you know when we do so.

43. **Interpretation:** Words like 'include' and 'including' are not words of limitation and where anything is within our discretion we mean our sole discretion.

44. **Applicable Laws:** We control and operate the Prague Travel Guides website from our office in the Czech Republic. The laws of the Czech Republic govern these user terms, and you submit to the jurisdiction of the courts there.

Definitions

Buyer:

a person who 'buys' items on Prague Travel Guides website.

Prague Travel Guides website content:

is all the content that we have put on Prague Travel Guides website and includes the design, compilation, and look and feel of the Prague Travel Guides, and copyright, trademarks, designs and other intellectual property on the Prague Travel Guides website (unless otherwise stated).

Prague Travel Guides website:

When we refer to the 'Prague Travel Guides website' we're talking about the digital marketplace, which includes site at www.praguetravelguides.com

EU Member State:

the countries listed here: http://europa.eu/about-eu/countries/index_en.htm

Handling fee:

the fee buyers may pay.

Item price:

the price buyers pay for the license to use an item.

Items:

digital goods found on Prague Travel Guides website.

List price:

the price you see on an item page on Prague Travel Guides website, which is made up of the item price and buyer services fee.

Member's statement:

the record of payments by you on Prague Travel Guides website (as a buyer) and by KM import, s.r.o. (as an author).

Payment method:

any payment agent or method we make available on the Prague Travel Guides website.

Total price:

the price the buyer will pay in total, which consists of the item prices. Taxes are included in price you pay for your ebook.

Version 1.3 - Effective date: July 8, 2015.