

HOW DOES GRYNYN WORK FOR RESORTS?

Our Offers

You can publish your offers for accommodation in your resort on our website. In the Offer state your rate, free terms of accommodation and related services, namely an option to use a golf court in your resort or a golf course where your resort is located.

Reservation of accommodation

On the basis of your offer customers can make reservations on our website. Reservation is complete upon payment of a 10 % deposit of the accommodation rate. At the same time this deposit represents our commission.

Specification of Date

After the reservation on our website is complete, a customer will contact you and agree with you on a specific date of his or her arrival. If in the term of the relevant reservation the capacity of your resort is nearly exhausted, please contact the customer yourself.

Arrival to the Resort

After the customer's arrival to the resort, he or she will present a voucher and pay the balance of 90 % of the accommodation rat.

GRYNYNÝ'S COMMERCIAL TERMS FOR RESORTS

1. General Provisions

- 1.1 **Definition of Parties.** These Commercial Terms regulate a relationship between us, the company Gryyny s.r.o., Identification No.: 02057875, with registered office Chotěšovská 680/1, Letňany, 190 00 Prague 9, incorporated in the Company Register kept with the Municipal Court in Prague, Section C, Insert 215039, VAT ID CZ02057875 (hereinafter only as “**we**”) and you as an accommodation provider (hereinafter only “**you**” or “**Resort**”).
- 1.2 **Definitions.** In the present Commercial Terms, we will use certain terms that should be clarified at the outset:
- 1.2.1 **Accommodation Rate** means a total price of Accommodation stated in the Offer which must be paid by a Customer for Accommodation. The Accommodation Rate includes the Accommodation in the Resort and related services as defined in the Resort's Business Terms, but it also includes a Game. The Rate must be stated in the Offer including a value added tax.
- 1.2.2 **Game** means a service related to the Accommodation, consisting in an option to use a golf course in the Resort or in the area in which the Resort is located.
- 1.2.3 **Website** means the website at the address Gryyny.com, including sub domains, if any.
- 1.2.4 **Offer** means an offer for Accommodation and related services, including a Game, in the specified terms.
- 1.2.5 **Profile** means your Resort's site on the website.
- 1.2.6 **Reservation** means the selection of a specific Offer by the Customer, filling in data about guests into a web form on the website, customer's consent to the Gryyny Commercial Terms for Players and payment of a Deposit.
- 1.2.7 **Accommodation Contract** means a contract which you conclude with a Customer.
- 1.2.8 **Service** or **Services** mean services of a sales agent provided by us for a stipulated remuneration and within which we conclude Accommodation Contracts with Customers in your name and at your account.
- 1.2.9 **Accommodation** means a temporary Accommodation in the Resort for the time period defined in an Offer.
- 1.2.10 **Voucher** means a document issued by us confirming the Customer's right to be accommodated according to an Offer in some of the terms stated in the Offer.
- 1.2.11 **Deposit** means an amount corresponding to 10 % of the Accommodation Rate paid by the Customer to us. The Deposit is also used as a confirmation of the Reservation.
- 1.2.12 **Customer** means a person with whom we intermediate conclusion of a contract with you.

1.2.13 **Balance of the Rate** means 90 % of the Accommodation Rate to be paid by the Customer upon his or her arrival to the Resort.

1.3 **Purpose of the Contract.** The purpose of the Contract between us and you is the regulation of our obligations in providing and using Services consisting in placing your Offer on the Website and activation of Reservations of Accommodation according to the placed Offers.

2. Terms of Conclusion of a Contract

2.1 **Resort's Status.** You can conclude a Contract according to the present commercial terms with us and register on our website as a trader only providing that:

2.1.1 you are a commercial operator; Services are not determined for accommodation services offered by consumers (C2C);

2.1.2 there is a golf course at disposal within the Resort, or your Resort is a part of a golf course and; Services are not intended for Resorts which purchase an option of a Game from third parties;

2.1.3 A Game is a service provided by you in connection with the Accommodation; the purpose of the Services is not to offer a Game as a separate service.

3. Publication of Offers

3.1 **Accommodation Offers.** We will make it possible for you to publish your Offers on our Website. Your Offer must always contain

3.1.1 Accommodation Rate, including a value added tax,

3.1.2 Accommodation duration,

3.1.3 number of persons for whom the Offer is intended (within one Reservation),

3.1.4 term in which the Accommodation may be used,

3.1.5 scope of services related to the Accommodation, namely Games,

3.1.6 start of validity of an Offer,

3.1.7 end of validity of an Offer,

3.1.8 link to your commercial terms.

3.2 **Authorization of Offers.** Your offers are subject to our consent prior to the publication.

3.3 **Changes and Cancellations of Offers.** Any change or cancellation of the published Offer is subject to our prior consent as well. We can reject any change or cancellation of an Offer namely in case of a running marketing campaign initiated by us in which the relevant Offer is promoted.

3.4 **Resort's Profile.** You have to fill in your Profile before publication of the first Offer. In the Profile you are obliged to state only authenticated and not misleading information about the Resort. In case of any change of relevant facts, you are obliged to immediately update data in the Profile.

3.5 **Up-To-Datedness of Offers.** You agree that your Offers will always be up-to-date, in accordance with the actual situation of the offered Accommodation.

- 3.6 **Deposit.** The level of a Deposit set according to the present commercial terms will automatically be stated with the Offer. You are not authorised to state a different level of a Deposit in the Offer or any extra deposit.
- 3.7 **Rights to the Content of an Offer.** Within the Profile and Offers you are obliged to state only a content to which you have the relevant rights allowing such use. You are specifically obliged to avoid any unauthorised infringements of copyrights and personal rights of third parties, such as a publication of photographs acquired by third parties or capturing third parties without the relevant consent.
- 3.8 **Licences.** By inserting content into a Profile or an Offer, you grant us a licence to such content and agree to obtain a licence to such content from third parties, if necessary, so that we could use the content within our promotional activities, namely the promotion of Services, including specific Profiles and Offers.
- 3.9 **Best Rate.** By placing an Offer, you agree not to offer outside the Website any Accommodation, including related services (namely Games), for terms more advantageous than stated in the Offer.

4. Concluding Accommodation Contracts

- 4.1 **Powers of Attorney.** By concluding a contract according to the present commercial terms you empower us to conclude Accommodation Contracts in your name and at your account in accordance with the published Offers.
- 4.2 **Reservations.** On the basis of a specific Offer a Customer can make a Reservation. Reservation is completed upon payment of a Deposit by a Customer. If payment of the Deposit is not successful, the Reservation is not completed. If the Deposit is paid later, the Reservation will only be completed upon a payment of the Deposit, if at the time of payment, the Offer was still valid.
- 4.3 **Reservation Confirmation.** We will inform you of the made Reservations by email without undue delay. You can see the completed Reservations on the Website, however, we are not obliged to keep any documents regarding the reservations for you.
- 4.4 **Accommodation Contract.** After the reservation is completed, the Accommodation Contract between you and the Customer is constituted. When concluding this contract, we act as your agent in your name and at your account. After the Accommodation Contract is concluded, you are obliged to activate the right to use the Accommodation according the Offer in some of the terms stated in the Offer. An Accommodation Contract may also include the Accommodation of more persons or persons other than the Customer. The subject of the Accommodation Contract are also services related to the Accommodation stated in your commercial terms, namely a Game. The subject of the Accommodation Contract are not other non-standard services offered by you.
- 4.5 **Your Commercial Terms.** The Accommodation Contract is governed by your commercial terms to which you are obliged to refer in the Offer and which the Customer is obliged to read, unless otherwise stipulated herein.
- 4.6 **No Extra Reservation Terms.** The terms of Reservation defined herein are the only terms of conclusion of an Accommodation Contract that you can apply in relation to Customers attracted through our Services. You specifically not authorised to request from Customers any other pre-payments.

- 4.7 **Consumers.** Please take into consideration that on the basis of the Services the Accommodation Contract is usually concluded with consumers. You are obliged to fulfil all information obligations to consumers in relation to an Accommodation Contract within the commercial terms referred to in the Offer.

5. Use of the Accommodation

- 5.1 **Voucher.** On the basis of the Reservation we will issue a Voucher authorising the Customer to be accommodated according to an Offer in some of the terms stated in the Offer. You can request that the customer presented this vouched upon his or her arrival to the Resort.
- 5.2 **Specification of the Date of Accommodation.** Offers on our Website do not state a specific term of your Accommodation and therefore they do not represent an order for Accommodation in the specific term. Therefore, a Customer is obliged to contact you after the receipt of a Voucher and specify the term of his or her Accommodation.
- 5.3 **Reservation of Capacities.** When the Offer is published, you are obliged to have for your Customers available capacities corresponding to the maximum number of Reservations (providing you set it in the relevant Offer), or to the number of 5 Reservations (unless the Offer states the maximum number of Reservations), so that you could ensure Accommodation for Customers in the terms stated in the Offer.
- 5.4 **Contacting by the Resort.** If in the terms according to the Offer for which a Customer made a Reservation the capacity of the Resort is nearly exhausted, you are obliged to contact the Customer with a request for specification of a concrete term of his or her Accommodation and provide him or her with a time limit of at least 5 business days to specify the term of Accommodation.
- 5.5 **Used Capacities.** If you did not contact a Customer or provide him or her with a time period to specify the term of Accommodation according to sub. 5.4, and when the accommodation capacity is in the term according to the Offer for which the Customer made a reservation nearly exhausted, you are obliged to provide the Customer with an alternative term of Accommodation at his or her discretion. This term must be set in the period of 6 months from the last date of the term according to the Offer for which you made the Reservation.
- 5.6 **Payment of the Balance of the Rate.** Upon the Customer's arrival to the Resort, you are authorised to request payment of the Balance of the Rate. If the Balance of the Rate is not paid when the Customer arrives to the Resort, you have the right to withdraw from the Accommodation Contract immediately.
- 5.7 **Cancellation of Accommodation and Not Used Accommodation.** A binding Accommodation Contract arises upon the Reservation. Terms of cancellation of the Accommodation Contract are regulated by your commercial terms. Please take into consideration that if you cancel the Accommodation Contract or if the Contract is cancelled by the Customer but for the reasons on your side (e.g. because you did not respond to the Customer's request for specification of a term), the Customer may have the right to the refund of the paid Deposit and you are responsible for such refund.

6. Commission

- 6.1 **Commission.** We have the right for a commission in the amount of 10 % of the Accommodation Rate for each concluded Accommodation Contract. The right to the commission arises when the

Reservation is completed and the commission is payable immediately. Our commission is paid by payment of a Deposit by a Customer. Please take into consideration that you are not authorised to receive the Deposit from us. Our commission is subject to the conclusion of a Contract, regardless whether or not it is fulfilled by a Customer later. You are not entitled to the refund of the paid commission. Even if we act as an agent also to the Customer, our right to the commission is not affected.

- 6.2 **Invoicing.** We will issue an invoice for our commissions once in a calendar month, providing that at least one Reservation was made in the relevant month.

7. Personal Data Processing

- 7.1 **Authorisation.** Our performance according to the present commercial terms includes processing of personal data for the purposes set by you and therefore you give us explicitly the right to process your personal identification data, contact data and data about content of Reservations of Customers for the purpose of concluding Accommodation Contracts.
- 7.2 **Limitation.** We are authorised to process the personal data only in the scope necessary for performance of a contract according to the present commercial terms and according to your instructions defined in the commercial terms. This restriction applies also to any transfer of personal data to a third party or to an international organisation, unless such other processing is imposed by legal regulations applicable to us; in which case we will inform you of such legal requirement before processing, unless we are prohibited to do so by legal regulations for serious reasons of public interest. The restriction shall not apply to personal data that was not obtained within our activities of a processor according to the present commercial terms and at the same time it does not affect our right to process personal data of Customers autonomously as a data controller.
- 7.3 **Security.** We adopted and maintain adequate technical and organisational measures to prevent unauthorised or incidental access to personal data, or any changes, destruction or loss, unauthorised transfers, or other unauthorised processing thereof, as well as other misuse of personal data. Should we learn during the effectiveness of a Contract pursuant to the present commercial terms of any breach of security of personal data that we process for you as a processor, we will notify you that such a security breach of personal data occurred without undue delay after we detect it. The notification shall be sent electronically to an email address stated in the Profile. Subsequently and without undue delay after we detected the breach of security of personal data we will send you in the same manner specification of a character of the respective case of the breach of security of personal data, including, if possible, categories and an approximate number of the affected data subjects, categories, an approximate number of the affected personal data records and description of probable consequences of the breach of security of personal data.
- 7.4 **Deletion of Data.** We will delete personal data processed pursuant to the present commercial terms within 30 days from the termination of the contract pursuant to the present commercial terms, unless legal regulations require storage of the relevant personal data or unless you send us at the moment of termination of the contract concluded pursuant to the present commercial terms a written request to transfer to you a copy of personal data, or unless we also process such data autonomously as a data controller.
- 7.5 **Third Parties.** We make sure that persons authorised to process personal data were committed to confidentiality. By concluding a contract pursuant to the present commercial terms you agree that we

may involve in processing of personal data according to the present commercial terms also third processors. We are obliged to inform you in good time of our intention to involve in processing a third processor, including a specific identification of such processor and allow you to object to such involvement. At the moment we use as the third processor the company Dactyl Group s.r.o., Business ID: 02912660. We will commit all other processors under a contract to comply with the same obligations regarding personal data protection that we are obliged to keep according to this article of the present commercial terms, namely to implement appropriate technical and organisational measures.

- 7.6 **Rights of a Subject.** You are fully responsible for attending applications of rights of data subjects in relation to personal data that we process for you according to the present commercial terms, because you have all this data at disposal. If the request of a data subject related to processing of personal data pursuant to the present commercial terms is lodged with us, we have the right either to attend this request at our discretion or forward it to you for processing.
- 7.7 **Audits.** We will allow you to perform an audit of technical and organisation measures implemented by us to protect personal data upon your written notice sent at least 30 business days in advance. You are authorised to request such audit only on business days from 9 AM to 5 PM CET. We agree to provide you with all necessary cooperation and documents in relation to the compliance with your obligations connected with processing of personal data pursuant to the present commercial terms, namely in relation to the compliance with the obligations to secure personal data, audits, assessment of an impact on the protection of personal data, previous consultations with a supervisory authority and in connection with applications of rights by data subjects. Our cooperation, except for attending requests of data subjects by us at our discretion, is charged by an hourly rate of EUR 120 without VAT. Sub. 6.2 hereof shall apply accordingly to invoices for fees for providing cooperation.

8. Breach of a Contract, Liability and Complaints

- 8.1 **Material Breach of a Contract.** According to the present business terms a material breach of a contract shall be namely:
- 8.1.1 non-compliance with an Accommodation Contract with a Customer,
 - 8.1.2 making a reference in an Offer which does not refer to your business terms in accommodation with sub. 3.1.8 hereof,
 - 8.1.3 breach of sub. 3.2 or 3.3 hereof,
 - 8.1.4 breach of sub. 3.5 or 3.6 hereof,
 - 8.1.5 breach of sub. 3.7 hereof,
 - 8.1.6 breach of sub. 5.3, 5.4 or 5.5 hereof.
- 8.2 **Consequences of a Material Breach.** In case of a material breach of a Contract committed by you, we have the right:
- 8.2.1 to immediately cancel or deactivate your Offer, if such breach is related to your Offer,
 - 8.2.2 to terminate the contract pursuant to the present business terms,
 - 8.2.3 to claim compensation for loss, including non-material damage and lost profit.

- 8.3 **Contractual Penalties.** We have the right to claim for each breach of sub. 3.7 hereof a payment of a contractual penalty at the level of the Accommodation Rate pursuant to the Offer concerned.
- 8.4 **Defects of Accommodation and Complaints.** Our Services consist in the intermediation of Accommodation, not in the provision of Accommodation. Therefore, we are not liable for any effects of the Accommodation. Liability for defects and complaints regarding the Accommodation are governed by your commercial terms and you are responsible for resolving them. Customers are obliged to file their complaints with you. We are not obliged to attend any complaints for you.
- 8.5 **Liability of Indemnification.** You agree to indemnify us for any loss arisen to us in consequence of
- 8.5.1 defects of the Accommodation or other claims in relation to the Accommodation or you other activities which may arise to us from claims exercised by a Customer against us,
- 8.5.2 claims raised by third parties in consequence of a breach of sub. 3.5 or 3.6 hereof.
- 8.6 **Our Liability.** We are not liable for any loss which may arise to you in consequence of any activity or omission in conflict with the present commercial terms, as well as for any damage caused to you by Force Majeure. We are also not liable for any loss which may arise to Customers in consequence of the Accommodation or in consequence of any other use of the Services on your side. We are liable for damage caused by our culpable breach of obligations arisen from a contract pursuant to the present commercial terms, however, we are not liable for lost profit and the maximum level of damages paid according to the present business terms shall not exceed the amount of CZK 50 000.

9. Termination

- 9.1 **Notice of Termination Given by You.** You have the right to terminate the Contract according to the present commercial terms at any time by deactivation of your Profile. However, please take into consideration that the contract will not be terminated before the end of validity of all your Offers – during this time we have still the right to conclude Accommodation Contracts in your name and at your account which shall be binding upon you and our right to a commission is not affected. With a contract termination you also automatically ask us to cancel all valid Offers which cancellation is, however, subject to our consent pursuant to sub. 3.2 hereof.
- 9.2 **Notice of Termination Given by Us.** We have the right to terminate the Contract according to the present commercial terms at any time without giving any reason upon a 30-day notice. After the lapse of this time limit, all your Offers shall automatically expire. In accordance with Art. 8 we have the right to terminate this Contract with immediate effects.
- 9.3 **Data Retention.** We have the right to keep data about your Offers and use it also after the termination of the contract according to the present commercial terms.
- 9.4 **Retention of Accommodation Contracts.** Termination of this contract shall not affect the already concluded Accommodation Contracts.

10. Other Provisions

- 10.1 **Applicable Law.** A Contract concluded between us and you, as well as all relationships arisen out of it, including any matters regarding its origination and validity, shall be governed by the law of the Czech Republic. All and any disputes shall be decided by the competent courts of the Czech Republic.

- 10.2 **Severability.** Should any provision within the Contract between us and you be held invalid or ineffective, the remaining parts of the Contract shall remain in full force and effect in the scope in which they are not linked with the invalid part. In such case the invalid or ineffective provision shall be replaced by a valid and effective provision which shall correspond to the meaning and the purpose of the original provision.
- 10.3 **Amendments to the Commercial Terms.** We are authorised to amend the present commercial terms in a reasonable extent. We will inform you of any such amendment at least 30 days beforehand by a message sent to your email address stated in the Profile. If you disagree with the performed amendments, you have the right to terminate the Contract according to the present commercial terms as of the day of effectiveness of the amendments.

At Prague dated 2018-09-06