

Tuddy Tuddy Terms of Use and Privacy Policy

What is Tuddy Tuddy?

Tuddy Tuddy, further referred to as “**Platform**”, is a platform for offering services of guides and other tourism related services, including visits to various tourist attractions and various activities (further jointly referred to as “**Services**”) and for connecting the visitors of the Platform who are interested in the Services (“**Users**”) with individuals or companies providing the Services (“**Providers**”). The Platform is operated by Tuddy Tuddy s.r.o., Id. No. 05595967, registered with the commercial register at the Prague Municipal Court under C 266821, with registered office at Táborská 940/31, Nusle, 140 00 Praha 4 (“**Agent**”). The Platform is available from webpage www.tuddytuddy.com or other pages operated by the Agent.

What are these Terms of Use for?

These Terms of Use apply (i) to all services which the Agent provides to a User and (ii) to Services which a Provider booked through the Platform provides to a User, unless agreed otherwise between the User and the Provider. By each use of the Platform, you as a User agree to be bound by these Terms of Use. If you as a User don't not agree to the Terms of Use, you may not use the Platform. We may updated these Terms of Use from time to time and by each use you agree to the updated Terms of Use.

The Agent provides merely the booking services (“**Booking Services**”) allowing a User to book a selected Service with a Provider and to pay to the Provider for the Service. The Service is provided directly by a Provider who accepts the booking by the User. The Provider is an independent service provider. The Agent does not provide any Services.

How to book and pay a Service?

Indicative booking: Users make an indicative booking of the Services through the Platform by selecting the particular Service, requested date, number of participants and other options which are available for the particular Service, if any (such as daytime of the Service). When making the indicative booking, the User is always shown the price for the Service payable to the Provider (“**Service Fee**”). If the Provider is registered for VAT, the Service Fee is shown always including any such payable VAT. The Agent confirms the indicative booking, including the Service Fee, to the User by email and checks the availability of the Provider for the pre-booked Service.

Confirmation and payment: Subject to availability of the Provider, the Agent confirms the booking to the User via email on (“**Booking Confirmation**”). When confirming the booking and in the follow-up communication related to the Service, including the cancellation, the Agent acts on behalf of the Provider. Following the Booking Confirmation, the User must pay the Service Fee via a payment method indicated in the Booking Confirmation within the deadline stipulated in the Booking Confirmation. The payment is processed in a currency stated in the Booking Confirmation. The Agent provides the Booking Services to the Users free of charge.

Cancellation by Provider: If the User does not pay the Service Fee within the deadline stipulated in the Booking Confirmation (but always before the confirmed time of of the start of the Service), the Agent is allowed to cancel the booking on behalf of the Provider by an email sent to the User or the Provider is allowed to cancel the Service in person.

Cancellation by User: The User is allowed to cancel the Service by an email sent to the Agent at least 48 hours before the confirmed time of departure with a full refund. If the User cancels the Service more than 24 hours but less than 48 hours before the confirmed time of the start of the Service, the User must pay to the Provider a cancellation fee of 50% of the fee for the Booked Services. The Agent will arrange that the outstanding portion of the fee for the Service paid before the cancellation is refunded to the User within 14 days after the cancellation. If the User cancels the Service less than 24 hours before the confirmed time of the start of the Service, the User must pay to the Provider a cancellation fee of 100% of the fee for the Booked Services. This means that if the User paid before the cancellation, there will be no refund.

No payment services: Even if the payments for the Services to Providers are made via the Agent or via the third party payment provider arranged by the Agent, the Agent provides no regulated payment services because the Agent receives the payment on the account of the Provider and the payment relates to the Service intermediated by the Agent. The Agent does not act on behalf or on account of the User.

Use of the Services

Service Agreement: The User concludes the agreement on Service with the Provider upon the later of (i) Booking Confirmation and (ii) the Agent informing the User about the Provider's name. The Agent is not a party to such agreement. The Agent only represents the Provider in communication with the User about the Service.

Cancellation for no-show: Users must be at the agreed pick-up place at the agreed pick-up time. If the User does not appear within 30 minutes after the agreed time, the Provider may cancel the Transport Service without any claim for refund by the User by leaving the agreed pick-up place.

Rules of Conduct: Users must act reasonably and with good manners during the use of the Services. The Agent shall not be liable for any loss or damage arising as a result of the Service. The Provider's liability for any loss or damage arising as a result of the Service shall be limited to the amount of the paid Service Fees, unless mandatory laws provide otherwise.

Use of the Platform:

A User must not change any part of the Platform without the prior written consent of the Agent. All rights are reserved in relation to any registered and unregistered trademarks, copyright protected work or other intellectual property which appear on the Platform. A User may use the Platform only as described in these Terms of Use. The Platform or any portion of the Platform may not be reproduced or otherwise exploited for any commercial purpose without the prior written consent of the Agent. No person is entitled to systematically extract any part of the contents of the Platform without the prior written consent of the Agent. The Platform is intended solely for persons who are 18 or older. Any use of the Booking Services via the Platform anyone under 18 is expressly prohibited. By using the Booking Services via the Platform you as a User represent and warrant that you are 18 or older.

Consumer protection:

Mandatory cancellation right: Any User using the Platform as a consumer for a private use may cancel the booking and the agreement on the Service within 14 days from the Booking Confirmation by email sent to the support@tuddytuddy.com. This does not apply if the User instructs the Provider to provide the Service already within that 14-days period. The Provider starts

to provide the Services already 48 hours before the agreed start of the Services by preparing the booked attraction and checking the actual conditions (if the period between the Booking Confirmation and the agreed start of the Service is shorter, the Provider starts to provide the Services already from the Booking Confirmation). If such start of the Services falls within the 14-days cancellation period, the User expressly instructs the Provider by the virtue of the Booking Confirmation to provide the service before the expiry of the cancellation period and acknowledges that such User is no longer allowed to cancel the Services. If User rightfully cancels the Service before the 48 preparation period, the Provider will refund the User the full paid price for such cancelled Service within 14 days from the cancellation.

Warranty claims: the Provider provide warranty concerning the Services or Booking Services. If you have any complaint about the Service or the Booking Service, please let us know at support@tuddytuddy.com and we will try find a solution.

Dispute Resolution: Should a dispute arise between the Provider and the User who is a consumer (“**Consumer**”) in relation to the Services, or between the Agent and the Consumer in relation to the Booking Services, the Consumer is allowed to refer the dispute to the Czech Business Inspection, with registered address at Štěpánská 15, Praha 2, webpage <https://adr.coi.cz>, being the authority for deciding consumer disputes extra judicially. All details on the possibility to solve the dispute extra judicially are stated on the web pages of the Czech Business Inspection.

Data Protection:

This are information about how do we work with a data related to individual Users:

(1) Which personal data are being processed? Your email name, email address and other details which you submit to the Agent while using the Booking Service, and further the information about your use of the Booking Services and Services.

(2) Who works with the personal data? The Agent as data controller, the Provider with whom you booked the Service also a data controller, and suppliers of various services to the Agent and the Provider as data processors.

(3) For which purpose are the personal data processed?

The Agent processes the data (A) to provide the Booking Services which you ordered, (B) to protect the legitimate interest of the Agent, in particular to protect its assets in case of any dispute and (C) if you subscribed for our newsletter, we use the data to deliver you the newsletters which you ordered.

The Provider processes the data (A) to provide the Services which you ordered and (B) to protect the legitimate interest of the Provider, in particular to protect its assets in case of any dispute.

(4) For how long are the personal data processed? For (A): Until the Booking Services and Services are delivered or canceled and or related obligations are settled. For (B): Until the legitimate interest last and allows for such processing. For (C): Until you unsubscribe from the newsletter.

(5) Where are the personal data processed? Within EU. If we transfer the personal data outside EU, they will be safeguarded under the standard clauses or, if transferred in USA, under the Privacy Shield arrangement. Detailed information about these instruments is available on the website of the European Commission.

(6) Which rights and remedies are available with regard to the processing?

You have various rights under data protection laws, in particular the following: To the extent provided for under the applicable data protection laws, you have the right to request from the controller access to and rectification or erasure of personal data or restriction of processing

concerning or to object to processing as well as the right to data portability. You can lodge a complaint with a supervisory authority.

Governing Law:

These Terms of Use and any agreement concluded under these Terms of Use shall be governed by Czech laws. The Services and Booking Services are provided in the Czech Republic.