

## Terms of Service

TheConcierge, spol. s r. o. ("**TheConcierge**") Membership rules and terms and conditions (referred to collectively as "**Terms of Service**"). These Terms of Service cover also Clients who are not members.

As a non-registered or registered Client of TheConcierge ("**Client**"), you agree to abide by these Terms of Service, and when ordering anything from a Supplier of products or services ("**Supplier**") you agree that these Terms of Service shall apply to your order. "**Services**" means the Services to be provided by TheConcierge to or for the Client. "**Charge**" means the Charge payable by the Client to TheConcierge as notified by TheConcierge.

TheConcierge's normal working hours are 09.00 – 17.00 Monday to Friday excluding public holidays. Where TheConcierge is required to provide Services outside these hours TheConcierge shall be entitled to Charge for its Services at a higher hourly rate, as the same shall be notified to the Client in writing. Outside normal working hours, the Client may reach a TheConcierge concierge by telephone or email. TheConcierge will respond to all messages left by the Client as soon as possible.

### 1 MEMBERSHIP RULES

- a) All Membership applications are subject to verification by TheConcierge. TheConcierge will notify you if your Membership application has been accepted.
- b) You are obliged to provide correct personal details when you apply for TheConcierge Membership and your failure to do so may invalidate your Membership and any subsequent transaction. Your responsibility to provide accurate information is a continuing obligation and you must notify TheConcierge if any information provided by you changes.
- c) Your Membership is personal to you unless you have a multiple person membership. You are responsible for ensuring that no one (other than your personal assistant, where applicable) uses your Membership. Clients agree not to impersonate any other person or entity or to use a false name you are not authorised to use.
- d) Clients agree to take responsibility for ensuring that any individual covered under the Membership (e.g., other adults sharing your Household) complies with these Terms of Service and that any non-compliance by the individual will be deemed to be a breach of the Terms and Conditions by the Client.
- e) TheConcierge may vary these Terms of Service from time to time and will notify you of any changes in a timely manner. Notification will be by some or all the following medium:
  - i. The TheConcierge newsletter
  - ii. The Site
  - iii. E-mail
  - iv. The post or other personal delivery service
- f) Your continued use of your Membership constitutes acceptance of the altered Terms of Service.

### 2 MEMBERSHIP FEES, CHARGES AND PAYMENT

- a) Membership fees are communicated upon application. TheConcierge shall be entitled to invoice the Client immediately upon receipt of written acceptance of these Terms of Service or at other times agreed with the Client. The Joining Fee shall always be deemed to have been paid in the first Membership month. Any increase in Membership fees will be notified through the newsletter, Site or E-Mail.
- b) Your Membership fee is non-refundable. However, TheConcierge may at its sole discretion elect to refund your Membership fee in whole or in part depending on the circumstances relating to the cancellation of any Membership. The Joining Fee, where applicable, is non-refundable in any case.
- c) All quotations given and Charges mentioned are VAT included, as we are VAT payers, unless otherwise stated. All prices and Charges are in Euros (EUR).
- d) All payments made to TheConcierge via credit card transactions are liable to a 3% handling Charge. This handling Charge of 3% is added to the total sum owed to TheConcierge by the Client.

- e) The Charge and any additional sum due shall be paid by the Client (without any set off, counterclaim or other deduction) in advance or within TheConcierge's invoice date.
- f) A late payment penalty of 0,05% of the total invoiced Charge will be payable to TheConcierge for every day of delay should payments not be received by TheConcierge within TheConcierge's invoice date.
- g) TheConcierge reserves the absolute right to cancel or suspend your Membership (at its sole discretion) for any reason whatsoever. If TheConcierge cancels your Membership, TheConcierge may (at its sole discretion) refund the balance of the annual Membership fee on a time apportionment basis in respect of the unexpired period to which the annual Membership fee relates.
- h) Membership fees are due on acceptance of your Membership application and annually thereafter ("**Renewal Date**"). Membership fees are payable monthly/semi-annually/annually in advance by money transfer to TheConcierge current account, direct debit or payment by credit/debit or charge card of which we hold the details ("**Payment Card**").
- i) You authorise TheConcierge to deduct renewal Membership fees by direct debit or any Payment Card up to 28 days prior to or on your Renewal Date. If TheConcierge does not hold your payment details, you will be contacted directly to renew your Membership.
- j) Clients shall pay all Charges reasonably levied by Suppliers, as notified to you at the time of booking. You will be notified of any changes to pricing.
- k) Additional Charges may be incurred from time to time. These Charges will always be agreed in advance with Clients.
- l) From time to time, TheConcierge may also charge for specific, complex tasks, presented to you as a "**Package**". This will apply where there is no Supplier or where TheConcierge can provide a more competitive service than existing Suppliers. These packages will be defined and agreed with Clients in advance of any additional payment being agreed.
- m) From time to time, payment for Services provided by Suppliers may have to be managed through TheConcierge. In such instances TheConcierge may debit the amount invoiced from your credit card or claim the amount invoiced from your bank account by direct debit. TheConcierge will then arrange for the Supplier to be paid on the terms agreed between TheConcierge and the Supplier. TheConcierge may earn interest on money prior to it being paid to the Supplier. For the protection of Clients, TheConcierge will hold all money received from Clients for the payment of Supplier's in current account until it is paid to the Supplier.
- n) TheConcierge agrees to update Clients as soon as is reasonably practicable in respect of any fundamental changes within TheConcierge, including, amongst other things, systems of work, pricing principles, subscription fees and additional Charges.
- o) TheConcierge agrees to use all reasonable efforts to ensure that when Clients use the Service, you do not pay more than the standard local market rate or the recommended retail price for any goods or services concerned. This is referred to as the TheConcierge pricing principle.

### 3 MEMBERSHIP BENEFITS

- a) As a Client of TheConcierge, you are entitled to all the benefits set out on our Site. The descriptions of all benefits displayed have been approved by the relevant benefit Supplier.
- b) As a registered Client of TheConcierge, please note that Suppliers of benefits and the benefits themselves are subject to availability and may change from time to time without notice.
- c) TheConcierge aims to ensure that the benefits always remain available and are constantly negotiating new benefits to ensure that you receive maximum use of your Membership. If any of the benefits become unavailable, we will do all we can to ensure that prior commitments are fully honoured possible but shall not be responsible for any actions of Suppliers outside TheConcierge's actual control.

### 4 USING YOUR MEMBERSHIP

- a) You may only make requests by telephone, e-mail or through the Site, once you have been accepted as a Client.
- b) TheConcierge will provide both the services described on the Site and concierge Services at your request - that is you may request TheConcierge to provide or arrange any lawful, proper, and moral personal service in relation to any personal needs or desires (including, without limitation, provision of information, access to Events, activities and venues, and personal goods and services).
- c) TheConcierge will use all reasonable endeavours to ensure that the Suppliers are reputable companies offering quality and value to their customers. TheConcierge agrees to use all reasonable endeavours to introduce Clients to suitable service professionals who are best suited to meet their needs. For certain Services, TheConcierge may undertake to manage the job and liaise with the service professionals on your behalf.
- d) TheConcierge reserves the right to withdraw any of these Services and/or to refuse to supply the Services requested.
- e) If TheConcierge is unable to deal with any request, it will inform you as soon as reasonably practicable.

- f) Suppliers are responsible for providing you with the services, products and benefits you select. TheConcierge will communicate with Suppliers on your behalf unless it is more appropriate for you to contact the Supplier directly. The contract for work to be carried out by the Supplier is between the Client and the Supplier. TheConcierge is not party to that contract.
- g) Suppliers may impose their own terms and conditions and you are required to comply with these. It is the responsibility of the Supplier to communicate its terms and conditions of business, method of work and prices to Clients.
- h) When ordering a product or service or accessing a benefit, you may be required to provide your Payment Card details. If you request and authorise TheConcierge to use your Payment Card to pay a Supplier for products or services, you acknowledge and agree that TheConcierge shall have no liability in respect of or be responsible in any way whatsoever in respect of the use of your Payment Card provided that TheConcierge acts in accordance with the instructions issued by you in relation thereto.
- i) You undertake that all details you provide to us for the purpose of booking, ordering, or purchasing products or services are correct, that the Payment Card you are using is your own and that there are sufficient funds to cover the cost of the product or the service.
- j) From time to time the procurement or provision of certain services, products or benefits may incur. This is TheConcierge handling Charge about which you will be notified in advance.
- k) TheConcierge may at your order purchase goods or services on your behalf. If it acts as a credit agent in this regard, you hereby authorise TheConcierge to deduct the credit sum from your Payment Card within 30 days of the payment date. If TheConcierge pays for the goods or services in cash, it shall be entitled to add any applicable credit card Charges to the sum deducted from your Payment Card.
- l) Unless otherwise agreed by the Supplier, you shall not be entitled to cancel any services requested where, on your instructions, performance has already begun.
- m) In the event of any complaint about the TheConcierge Services, Clients should raise the issue directly with TheConcierge who undertake to investigate the issue within 5 working days of receipt of notification of the complaint and report back to the Client as soon as reasonably practical. This does not in any way affect the Client's statutory rights.
- n) Telephone calls to TheConcierge may be monitored or recorded for training and quality control purposes.

## 5 TRAVEL SERVICES

- a) Any services including travel tickets and package holidays purchased through TheConcierge will be subject to the terms and conditions of the travel or holiday operator and the Supplier. Please note that TheConcierge is not an authorised travel agent or tour operator and only acts as an introductory agent on behalf of the Supplier. All rights and remedies you have are against the relevant Supplier.

## 6 RESTAURANT AND CLUB SERVICES

- a) When you use the restaurant booking Service you hereby authorise us to debit your Payment Card for any deposit paid by us on your behalf to the restaurant which is forfeited because of cancellation of the booking. You will be informed about this deposit in advance.

## 7 TICKETS

- a) **"The Event"** is public performance, concert, cultural or sport affair (theatre, drama, musical, audio-visual, film, or sport performance), on which TheConcierge sells tickets as agent. **"The Organiser"** is the entity, organization or institution that arranges, operates, or organizes the Events or brokers their performance (e.g., theatre, concert, cinema). **"Ticket"** is a policy paper and confirmation that enables its holder for a certain Charge (usually single Charge) to enter the Event for which it has been purchased. The Ticket is valid only for the Event for which it has been purchased. It is not possible to use the Ticket for entering another Event.
- b) Client is entitled to use the Ticket for a single entry to an Event, for which it has been purchased (except for the so-called entry pass, i.e., Ticket to an Event that lasts one or more days, such as music festivals, etc.). If Client leaves the venue of the Event, the Ticket becomes invalid (except for an entry pass). Client is entitled to use the services offered at the Events. Client is obliged to submit a valid identification document upon the request of the Organiser or persons authorized by it. Through the purchase and use of the Ticket the Owner of the Ticket becomes a contractual partner of the Organiser of the given Event.
- c) Client is obliged to check the Ticket and the data printed thereon immediately after the payment of the Ticket price and the collection of the Ticket. Client is obliged to keep the Ticket (the conventional ticket) safe as a tax receipt. "Negligent use" means a circumstance whereby a third party can take possession of the Ticket without substantial effort and in an illegal manner. Client may use the Ticket solely for the purpose for which it is designated. Any other use of the Ticket is prohibited.
- d) Services offered at the Events are not services of TheConcierge. The General Terms and Conditions of the Organiser of the Event apply to the given Event. The offered services and their use may be affected by inclement weather, circumstances related to the season of the year or the medical condition of the performers, etc. The Organiser reserves its right to a change of the Event. If any relevant reasons occur that relate to the restriction of the offered Event, Client is obliged to follow the information on any changes relating to the Event, for which the Ticket has been purchased.

- e) When booking the Client expressly accepts the difference in price over the face value of the ticket, due to changes in supply and demand, the degree of difficulty, the cost of obtaining and most importantly the cost involved in servicing and delivering the tickets to the Client's location. TheConcierge prices will be different from the prices that may be specified on the actual ticket and the Client cannot derive any rights from these. All costs are included in TheConcierge prices excluding handling fee costs.
- f) Prices of tickets are in Euros (EUR) unless otherwise specified.
- g) Shipment and issue shall be at the expense and risk of the Client. Shipment costs also include hotel delivery and the pickup of the tickets (if required). Shipments by courier service companies are not insured. TheConcierge cannot be held liable for any damage that should be done by courier company like lost, late delivery and/or misplaced tickets. In case of hotel delivery, the Client must arrange that the hotel will accept the ticket(s) delivery.
- h) Normally tickets are shipped from the office of TheConcierge 3 to 5 days before the Event.
- i) Should a delivery window be unavailable (due to the late release of some tickets) or by the Client's request, tickets will be sent to a hotel address or local pick-up address near to the Event venue on the day of the event. In case of a pickup point at a location near to the venue, TheConcierge will start to deliver the tickets 2 hours before the Event time until the start of the Event. In the event of a pickup point near to the venue, if the Client doesn't arrive to collect the ticket(s), no refund will be made.
- j) The Client is obliged to inform TheConcierge of any changes in the address where tickets can be delivered to up to 3 days before the Event.
- k) TheConcierge will not be responsible for any undelivered tickets based on misinformation related to the mail address given by the Client. In this case the Client will be responsible for undelivered tickets and no refund will be made.
- l) The customer accepts on behalf of TheConcierge that in case of availability of tickets in a higher/lower category than the category confirmed, TheConcierge will deliver the Clients tickets in a higher/lower category and will charge/refund for the extra amount of money related to the difference between the categories of each ticket. Client will always be informed in advance.
- m) The Client agrees that the tickets for sport Events in each category can be in any home or away section. The Client also agrees that they will not have any claim against TheConcierge regarding the home or away ticket.
- n) When the occasion arises in relation to music and/or sport Events, tickets may display a name that does not match the name of the Client or user of the ticket. TheConcierge cannot be held liable should the Client and/or the user of a ticket not be granted access to the Event and/or s/he is denied access because of this.
- o) The Client and/or the user of a ticket supplied by TheConcierge must behave in an orderly manner and must follow instructions given by the Organiser of the Event.
- p) TheConcierge will not be held liable should Organisers of an Event or the authorities eject the Client from the venue due to the purchase of the tickets in the secondary market. By purchasing tickets from TheConcierge, the Client agrees and accepts that the tickets have been purchased in the secondary market and not from any official box office related to the official promoters, and so the Client will be fully responsible for this action.
- q) The Client and/or user of a ticket shall visit an Event at their own risk. TheConcierge shall not be held liable for damages that the Client and/or user may suffer whilst travelling from or to the Event or attending such an Event.
- r) The options of categories stated by TheConcierge for tickets shall not harmonize with any categories used by the Organiser of the Event for which the tickets have been issued. The Client cannot derive any rights from the category class and/or ranking.
- s) The Client and/or user of a ticket supplied by TheConcierge must obtain information themselves in relation to updated times and changes to the Event from the Organiser. TheConcierge does not have any obligation to further inform the Client and/or user of the ticket regarding this although we will try to do so if possible.
- t) Should an Event be cancelled, and should a replacement Event not take place, the Client must not approach TheConcierge but the Organiser of the Event to be refunded the original value of the ticket if possible. Should a replacement Event take place, the Client must approach the Organiser of the Event to claim the replaced ticket.
- u) Any liability of TheConcierge shall be limited to the amount of nominal value of the ticket.
- v) Lost, stolen, or damaged tickets cannot be duplicated.

## 8 TERMINATION

- a) When the Client has entered into an agreement of duration longer than one calendar month, TheConcierge and the Client shall be entitled to terminate the Membership for the provision of all or any of the Services on 30 days written notice to the other.

- b) The TheConcierge Membership may be terminated at any time after the occurrence of an event specified. The events are:
- i. TheConcierge or the Client commits a serious breach of these Terms of Service or, in the case of breach capable of remedy, fails to remedy such breach within 30 days of written notice from TheConcierge or from the Client to so remedy.
  - ii. The Client goes bankrupt or turns insolvent or makes voluntary arrangement with any of its creditors or has an order made against any of its effects or property.

## 9 LIABILITY

- a) TheConcierge warrants to you that TheConcierge shall use its reasonable endeavours to provide the Services with reasonable care and skill and, as far as reasonably possible, in accordance with your request and instructions from time to time. Where TheConcierge supplies you with any goods or services supplied by a third party, then TheConcierge is acting as your agent in sourcing the goods or services. TheConcierge will use reasonable care in selecting the Supplier and ensuring the order is placed in accordance with your wishes.
- b) For the avoidance of doubt, TheConcierge does not and will not provide any representations or recommendations in relation to any of the information and suggestions comprised within the Services. You are deemed to be responsible for and shall use your own skill and judgement as to, the quality, value and suitability of such information and suggestions in relation to deciding whether to enter any contract with any third party for the supply of services or sale of goods.
- c) Your contract for the purchase of products or services is made with the relevant Supplier only. TheConcierge acts as an agent for the Supplier and, unless expressly provided otherwise, all your rights and remedies are against the Supplier.
- d) TheConcierge will not be responsible for products and services offered by TheConcierge as agents for the Suppliers or for any aspect of the relationship between you and any Supplier. TheConcierge will however do everything it reasonably can to assist you in any dealings you have with the Supplier.
- e) You agree that any contract entered by you with any of the Suppliers is an independent contract. TheConcierge hereby disclaims all liability for any act or omission of any Supplier, or any loss incurred by you because of any act or omission of a Supplier.
- f) TheConcierge accepts no liability for any losses or claims arising from any inability to access the Site or any failure to complete a transaction.
- g) TheConcierge shall have no liability to you for any loss, damage, costs, expenses, or other claims for compensation arising from requests or instructions supplied by you which are incomplete, incorrect, or inaccurate or arising from their late arrival or non-arrival, or any other fault of you.
- h) TheConcierge shall have no liability to you for any loss, damage, costs, expenses, or other claims for compensation arising from requests you place for TheConcierge non-Clients, other than for immediate family and/or nominated persons on your Membership. In addition, TheConcierge non-Clients shall have no cause of action directly, or indirectly via the TheConcierge Client or other person(s), against TheConcierge for any loss, damage, costs, expenses, or other claims for compensation arising from requests placed for the benefit of the TheConcierge non-Client by a Client.
- i) TheConcierge shall not be liable to you or be deemed to be in breach of these Terms of Service by reason of any delay in performing, or any failure to perform, any of TheConcierge's obligations in relation to the Services, if the delay or failure was due to any cause beyond TheConcierge's reasonable control.
- j) TheConcierge aims to ensure that viruses (or other programs having adverse effects) do not reside on the Site, but TheConcierge accepts no responsibility in relation to this.

## 10 CONFIDENTIALITY

- a) All private information matters or issues that you disclose to TheConcierge, or employees or officers are confidential. Neither will disclose information about Clients to third parties other than for the purposes of this Terms of Service.
- b) For more information read Privacy Policy.

## 11 COPYRIGHT

- a) TheConcierge owns or is lawfully entitled to all the copyright on this Site. All other intellectual property rights are reserved. This Site is for your personal use only - you may not use it for commercial purposes. You may only download to your personal computer for viewing purposes and print out several pages of this Site for your personal use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, licence, create derivative works from, transfer or sell any information obtained from this Site.

## 12 LINKS ON THE SITE

- a) TheConcierge assumes no responsibility for the contents of any other web sites to which the Site has links and shall not be held

responsible or liable for any loss or damages caused or alleged to have been caused by use of or reliance on any content, products, or services available on such hyperlinked sites. TheConcierge may not have control of such web sites. The inclusion of any hyperlinks to such other web sites does not mean that TheConcierge endorses the material on such web sites or has any association with the owner thereof.

#### 13 FORCE MAJEURE – UNFORSEEABLE EVENTS

- a) Neither party to this Terms of Service shall be responsible to the other party for any delay in performance or non-performance due to a force majeure event. TheConcierge shall promptly, upon the occurrence of a force majeure event, inform the Client in writing stating that the event has delayed or prevented its performance under this Terms of Service and thereafter that it shall take all action within its power to comply with the terms of this Terms of Service as fully and promptly as possible.
- b) "Force majeure event" means an event beyond the reasonable control of either party including without limitation strike, lock-out, labour dispute, act of God, war, terrorist act, civil commotion, malicious damage, compliance with a law or government order, rule, regulation or direction, accident breakdown of plant or machinery, fire, flood, storm, and other circumstances affecting the supply of goods and services.

#### 14 APPLICABLE LAW AND JURISDICTION

- a) These Terms of Service and your Membership with TheConcierge are governed by the laws of the Slovak Republic and are subject to the exclusive jurisdiction of the courts of the Slovak Republic.

#### 15 CONTACTING US

- a) If you have any queries or complaints, please call +421 2 38 101 222 or email [theconcierge@theconcierge.sk](mailto:theconcierge@theconcierge.sk).

#### 16 REGISTERED ADDRESS

TheConcierge, spol. s r. o.  
Na Križovatkách 37D  
821 04 Bratislava  
Slovak Republic