

General Terms and Conditions
of the internet portal www.rebornea.com

Definitions

For the purposes of these General Terms and Conditions (hereinafter referred to as the „GTC“), **The Portal or Internet Portal** means the operation and administration of the website www.rebornea.com as a platform that collects offers related to accommodation services and a healthy lifestyle for the Providers and arranges sale of Vouchers for services of Providers against Buyers.

For the purposes of these GTC, **The Operator** means the company Miries s.r.o.(Ltd.), headquartered on Cintorínska 9, 811 08 Bratislava, CRN: 50 659 472, registered in the Commercial Register of the District Court Bratislava I, §: Sro, Entry no.: 116604/B, which rents for a fee the Portal and related services to Providers who have the opportunity to conclude Contracts with third parties (Buyers) to use their services through the Portal.

For the purposes of these GTC, **The Provider** means a legal entity operating as a provider of accommodation and/or services of a healthy lifestyle, sports, entertainment and recreation services that are always accurately identified in the Service Offer, indicating its business name, headquarter/place of business, phone number, e-mail address, or website.

For the purposes of these GTC, **The Buyer** means the natural person or legal entity ordering the Voucher via website www.rebornea.com and concluding the Agreement with the Provider.

For the purposes of these GTC, **The Voucher** means a coupon entitling the Buyer to claim services against the Provider in the place and under the terms and conditions described in the Voucher and the Offer.

For the purposes of these GTC, **The Order** means a one-sided Buyer's action confirming his will to purchase a designated Voucher carried out through an electronic form published on the website of the Internet Portal.

For the purposes of these GTC, **The Order Number** means the numeric code indicated by the Operator in the Order confirmation sent to the Buyer.

For the purposes of these GTC, **The Agreement** means an Agreement concluded between the Buyer and the Provider, concerning the provision of the services listed in the Voucher and the Offer. The contract is concluded on the date of payment of the Voucher Price.

For the purposes of these GTC, **The Offer** means publication of the scope and terms of service provision by the Provider on the Internet Portal which the buyer is entitled to after paying the Voucher price.

For the purposes of these GTC, **The Voucher Price** means price of coupon specified in the individual Offer presented by the Providers on the sites of the Internet Portal.

For the purposes of these GTC, **The Registration** means creating a user account by the Buyer.

General provisions

1. These GTC govern the rights and obligations of persons using the Internet Portal upon entry as well as the further use of the Portal.
2. Legal relationships not governed by these GTC are governed by the relevant provisions of the Civil Code, Act No 102/2014 on the protection of the consumer in the sale of goods or the provision of services under a distance agreement or off-premises agreement (hereinafter referred to as the "Act"), and other generally binding legal regulations of the Slovak Republic.
3. Legal relationships arising out of the Voucher Order by the Buyer, which is a legal entity or natural person – entrepreneur - acting in the course of its business, are governed by the relevant provisions of the Commercial Code and these GTC are not used. In the event, that the Buyer acts as a taxable person when buying a Voucher, i.e. obtains a Voucher for business purposes, he is entitled to receive a tax document from the Provider. The Buyer has an obligation to report this fact to Provider to the Provider's email address listed in the Voucher immediately after purchasing the Voucher. In a notice pursuant to the preceding sentence, the Buyer shall indicate his billing information (business name, CRN, VAT ID, VAT number, place of business), Voucher number and date of payment of the Voucher. Provider has no legal obligation to issue tax documents - according to the VAT Act (222/2004 Coll.) – to natural persons not engaged in business.
4. The Buyer acknowledges that the Operator uses cookies when the Internet Portal is running and the Buyer expresses its consent to the use of cookies by browsing the website. Buyer has the option to disable the use of cookies in his Internet browser, but this may affect the proper functioning of the website.
5. The Buyer acknowledges that the Operator is not a party of the legal relationship (Agreement) which arises from the purchase/sending of the Voucher.
6. **The Buyer acknowledges that if the Voucher is purchased from the Offer, which in its name or designation states that it is a tour (a package of travel, holiday and cruise services), the provisions of Art. VI. 4 and Art. VII of these GTC do to apply.**

Voucher Order and Conclusion of the Agreement

1. By sending the Order, the Buyer undertakes to order the delivery of the Voucher specified in the Order, and at the same time, expresses his will to conclude an Agreement for the provision of the services listed in the Voucher with the Provider.
2. By sending an Order, the Buyer confirms that he has become acquainted with these GTC as well as with the conditions of providing the Service to the Provider.
3. The Order Confirmation is completed via an automated system by sending an Order Confirmation to an email specified in the Order Form.
4. The particulars of the Buyer's Order are as a rule: identification data of the Buyer in the extent of the name, surname, place of residence, telephone and e-mail contact, the Voucher marked by the name given on the website of the Internet portal; including the numeric code, the quantity of Vouchers ordered, the Voucher price.
5. The order is valid if all the required details and particulars are entered in the Order Form. The Operator is not responsible for damages incurred by the Buyer due to an incorrectly filled Order Form and incorrectly entered email address.
6. The Agreement between the Provider and the Buyer is deemed to be concluded on the date of payment of the Voucher.

Voucher Price and Payment Conditions

1. The Voucher Price is listed in individual Offer of Providers which is placed on the Internet Portal and is also always listed in the Order and in the Order Confirmation by the Operator.
2. The price specified on the website is always listed including VAT.
3. By sending the Order and accepting the Voucher, the Buyer confirms that he agrees with the Voucher Price, and at the same time acknowledges that the Order is binding and includes the obligation to pay the Voucher Price. By purchasing a Voucher, the Buyer accepts the Cancellation Conditions specified in the relevant Offer.
4. The Buyer is entitled to choose the following payment methods in the Purchase Order:
 - a. Debit/Credit card payment
 - b. E-wallet payment (Paypal)

5. The Buyer is required to correctly enter all the details in the Order Confirmation by the payment, namely the variable symbol, the amount, and the specific symbol, if indicated.
6. The Voucher Price is deemed to be paid by crediting the relevant amount with the correct payment details to the Internet Portal account.
7. With respect to the contractual relationship between the Operator and the Provider, the receipt of the Voucher Price to the Operator's account is considered to be the payment of the Price for the services against the Provider.
8. Voucher prices are quoted in EUR currency, which is considered to be the decisive price. Prices in a currency other than EUR are only informative. The actual binding Voucher Price in a currency other than EUR depends on the specific currency rate.

Delivery Conditions and Terms of use of Voucher

1. The ordered Voucher will be sent to the Buyer no later than 48 hours after the payment of the Price.
2. The Voucher is sent to the Buyer to his e-mail address listed in the Order. The delivery of the Voucher is deemed to be the delivery of an e-mail message to the Buyer along with an electronic link to the www address on which the Voucher can be viewed and printed.
3. Each voucher contains a unique numeric code that is necessary for its use.
4. The Terms of applying and using of the Voucher are always listed in a particular Offer of the Provider on the Internet Portal and are also included in the Voucher itself.
5. The Buyer is entitled to use the Voucher only under the terms and conditions that are published in the specific Offer, the Voucher and, if applicable, the instructions delivered to the Buyer along with the Voucher.
6. Terms of providing services by the Provider, information on the procedure and handling of the Provider's service claims as well as the address, telephone and e-mail contact where Buyer can claim the service, is governed by the general terms and conditions of each Provider individually.
7. The Operator is entitled to cancel the Voucher already delivered if he also, at the same time, withdraws the Offer from the Portal due to the finding that the information provided in the Offer is incorrect, incomplete, inaccurate, misleading, or if the Offer has any other defect for which it cannot be offered on the Portal.
8. The Operator is obliged to inform the Buyer of the reasons for the cancellation of the Voucher via email without unnecessary delay. The Price for the cancelled Voucher will be returned by the Operator to the Buyer's account from which the Buyer has paid

the Voucher Price, no later than 14 days after the cancellation of the Voucher. The Buyer is obliged to accept the returned price. The Buyer is eligible to claim refunding the Voucher Price from the Operator until the start of the stay and afterwards from the Provider.

9. Neither Provider, nor Operator is responsible for the loss, damage or destruction of the Voucher.

Liability of Operator and Providers Claim

1. The Operator provides the Provider with the space to publish their offers and thus gives the Provider the possibility to conclude an Agreement with a third party - the Buyer, the subject of which will be the Provider's obligation to provide the services included in the Offer and the Buyer's obligation to pay the price stated in the Offer.
2. The Operator is not a party of the legal relationship between the Provider and the Buyer, shall not be liable for the accuracy of the information provided in the Offer or for the timely and proper provision of the services by the Provider, and shall not be liable for any damage that would be incurred based on or in relation with the Agreement between the Provider and the Buyer.
3. The Provider as a voucher supplier as well as the supplier of the service that is the subject of the Offer (hereinafter referred to as the "Service(s)") is responsible in particular:
 - a. for the quality and scope of the Service,
 - b. for delivery of the Service,
 - c. for fulfilling the Buyer's rights resulting from the Voucher,
 - d. for the truthfulness and completeness of the Offer,
 - e. for fulfilling of all Buyer's rights, deriving him from applicable law, both in relation with the purchase of the Voucher as well as in relation with the provision of the Services.
4. The buyer is obliged to provide all rights and obligations of liability for defects in the Service directly to the Provider. The Buyer has the following rights when claiming, if the Provider is a subject of Slovak law:
 - a. If the Buyer is not satisfied with the Service provided, he is entitled to lodge a claim.
 - b. The claim shall be lodged directly to the Provider of Service in writing to his postal address listed in the Offer, by email sent to his email address listed in the Offer, or personally by filling the Claim Form directly at the place of provision of Services.

- c. The claim must include the Buyer's identification details, Order Number, identification of the claimed Voucher by its name and its numeric designation, and description of the claimed defect.
 - d. The Provider is obliged to confirm receipt of the claim to the Buyer in writing or by e-mail if the claim was made via e-mail. At the same time, he is required to inform the Buyer of his rights of claim settlement under the applicable legislation.
 - e. Based on a Buyer's decision to exercise his rights, the Provider is obliged to determine the manner of claim settlement (discount, delivery of a substitute service or withdrawal from the agreement) immediately, in complex cases no later than within 3 days from the date of the claim, in justified cases, in particular, if a complex technical assessment of the service is required, no later than 30 days after the date of the claim.
 - f. After determining how the claim is settled, the claim shall be rectified immediately, and in justified cases the claim may be settled later, however, the claim may not take longer than 30 days from the date of the claim. After expiration of the deadline for claim settlement, the consumer has the right to withdraw from the contract.
 - g. The Provider is obliged to issue a confirmation of claim settlement in writing or by e-mail if the claim was made via e-mail.
 - h. The Provider is entitled to follow the General Terms and Conditions, the Conditions for withdrawal from the Agreement and the Conditions for the claim, only if it is more favourable for the Buyer.
5. Settlement of claims against Providers whose place of business is outside the territory of the Slovak Republic is governed by the law of the country in which the Provider has the place of business, the registered office, or where the service included in the Offer is provided.
6. The operator is responsible for delivering the Voucher within the due date and in the manner specified in these GTC. In the event of failure to deliver the Voucher, functionless of the electronic link for downloading the Voucher, inability to open the Voucher file, or any other defect in the delivery of the Voucher, the Buyer is entitled to lodge a claim at support@rebornea.com or by telephone at tel. no.: 0042190. The Operator confirms receipt of a Voucher delivery claim via e-mail sent to the Buyer to the e-mail address stated in the Order, indicating the date of receipt of the claim.
7. The Buyer is required to claim the defects in the delivery of the Voucher without unnecessary delay.
8. The claim must include the Buyer's identification details, Order Number, identification of the claimed Voucher by its name and its numeric designation, description of the claimed defect.
9. The Operator undertakes to remove the defects claimed in relation to Voucher delivery no later than within 3 business days of receipt of the claim. In the event, that a defective delivery of the Voucher cannot be removed within the specified deadline for technical reasons, the Buyer shall be entitled to the refund of the Voucher Price no later than 14 days from the date of delivery of the information how the claim will be settled, unless the Operator with the Buyer agreed otherwise.
10. The Operator is required to inform the Buyer about the way the claim will be settled via e-mail.

11. Pursuant to the provisions of § 11 of Act No. 391/2015 Coll. on an Alternative Consumer Dispute Resolution, the Buyer has the right to contact the Operator or the Provider with a request for correction if he is not satisfied with the manner, in which the Operator or the Provider settled his claim, or if he considers that the seller has breached his rights. If the Operator or the Provider rejects or fails to respond to such a request of the consumer (Buyer) within 30 days from the date of its dispatch, then the consumer (Buyer) has the right to submit an application for an alternative dispute resolution to an entity, which is in the sense of § 3, par. 2, letter c) of Act no. 391/2015 Coll., Slovak Trade Inspection, or entity within the meaning of § 3, par. 1 of the Act cited in the List maintained by the Ministry of Economy of the Slovak Republic. At the same time, the buyer has the right to use the online consumer dispute resolution platform:
<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=SK>

Withdrawal from the Purchase Agreement

1. Buyer has a right to withdraw from the Contract without giving any reason under the conditions set forth in Act No. 102/2014 Coll. *on the protection of the consumer in the sale of goods or the provision of services on the basis of a distance agreement or an agreement concluded outside the premises of the seller, and the amendment of some laws, under the conditions set forth in the Directive of the European Parliament and of the Council 2011/83/ EU from 25/10/2011 (hereinafter referred to as the "Directive")* within 14 days from the date of conclusion of the Agreement, i.e. payment of the Voucher Price. The deadline is deemed to be maintained if the notice of withdrawal from the Agreement was sent no later than the last day of this due period.
2. With respect to the contractual relationship between the Operator and the Provider, the Buyer is entitled to send his notice of withdrawal from the Agreement to the Operator's email address as described below: support@rebornea.com. By accepting a notice of withdrawal to the Operator's e-mail address, the notice becomes effective against the Provider. The Operator shall provide the Purchaser a confirmation of receipt of withdrawal of the Agreement without unnecessary delay and upon its receipt by sending an acknowledgment of receipt of the withdrawal from the Agreement to the Buyer's email address with the date of receipt of withdrawal.
3. In order to exercise the Buyer's rights to withdraw from the Agreement, any Buyer's unambiguously formulated statement of his willingness to withdraw from the Agreement is sufficient, while, at the same time, the Buyer is obliged to enter his identification details, Order Number, date of Order entry or receipt of Order, service name and Voucher number, that was purchased on the basis of the Order. Buyer may also use the form published on the Internet Portal to withdraw from the Agreement.

4. The Operator on behalf of the Provider hereby informs the Buyer that

- a. by placing the Order and paying the Voucher Price, where the date of the service is within 14 days from the date of payment of the Voucher Price (due period pursuant to § 7 of the Act, respectively Art. 9 of the Directive), he grants its consent pursuant to the provisions of § 4 par. 6 letter b) of the Act with provision of the service before the expiration of the period for withdrawal from the Agreement pursuant to § 7 of the Act.
 - b. the contract cannot be withdrawn if the provision of the Service has begun with the explicit consent of the Buyer before the due date of the withdrawal period (due date pursuant to § 7 of the Act, respectively Art. 9 of the Directive) and full service was provided.
 - c. if the Buyer has agreed to start getting the services provided during the period for withdrawal from the Agreement pursuant to § 7 of the Act, respectively Art. 9 of the Directive, he is obliged to pay the price for the actual service rendered until the day when he announced his decision to withdraw from the Agreement if the service was not fully provided.
5. In the event of a timely withdrawal from the Agreement, the Buyer will be refunded all payments made under or in relation with the Agreement (in particular the Voucher Price) no later than 14 days from the date of delivery of the notice of withdrawal from the Agreement. Payments will be refunded to a payment method used by the Buyer when purchasing.

Cancellation conditions

1. In the event, that the Buyer withdraws from the Agreement after 14 days from the date of conclusion of the Agreement, he is obliged to pay to the Provider cancellation fees according to the type specified in the particular Offer. The Provider has the option to include in the Offer one of the following types of cancellation fees he follows by the withdrawal from the Agreement after 14 days from the conclusion of the Agreement:

A/ strict model

Cancellation of the stay	Cancellation fee
60 – and more days before the arrival	0% of the price of the stay
30 – 59 days before the arrival	50 % of the price of the stay
0 – 29 days before the	100% of the price

arrival	of the stay
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B/ flexi model

Cancellation of the stay	Cancellation fee
30 – and more days before the arrival	0% of the price of the stay
15 – 29 days before the arrival	50% of the price of the stay
0 – 14 days before the arrival	100% of the price of the stay

C/ mild model

Cancellation of the stay	Cancellation fee
15 – and more days before the arrival	0% of the price of the stay
7 – 14 days before the arrival	50% of the price of the stay
0 – 6 days before the arrival	100% of the price of the stay

Data Protection

1. By filling in and confirming the Order Form or the Registration on the Portal, the Buyer gives the Operator in accordance with the provisions of Act No. 122/2013 Coll. on the protection of personal data, consent to the processing, collection and recording of personal data about the Buyer to the extent stated in the Order and his purchases. Consent to the processing of personal data is provided for the purposes of sending the Voucher to the Buyer, for issuing a tax document and for the purposes of concluding and implementing the Agreement between the Provider and the Buyer.

2. The Buyer expresses his consent to the transmission and disclosure of his personal data to the Provider who is obliged to provide the Services based on the purchased Voucher for the purposes of concluding and implementing the Agreement, for issuing a tax document and applying other rights and obligations in connection with a concluded Agreement.
3. The Buyer has the right to revoke this approval at any time by email sent to the Operator's email address on the Internet portal site or in writing to the Operator's address on the Internet Portal.
4. In relation to processed personal data, the Buyer has all the rights stipulated §28-§30 of Act no.122/2013 Coll. on the protection of personal data. The Buyer's personal data may also be made available to the recipients by the Operator within the meaning of §4 par. 2 letter g) of Act no.122/2013 Coll. on the protection of personal data, for the purpose of realizing the subject of the Agreement and only to the extent necessary. For the purposes of these GTC, the purchaser's personal data mean both the personal data of the Buyer himself and, on the other hand, also the personal data of the persons acting on behalf of the Buyer provided to the Operator by the Buyer and/or by the persons acting on behalf of the Buyer. To the same extent and under the same conditions, the Buyer grants the Operator also consent with using of his personal data.
5. The Buyer may, after sending an Order or signing up on the Portal, receive reports about the Offer and news of the Operator pursuant to the provisions of §62 par. 3 of Act no.351/2011 Coll. on electronic communications, as amended. Buyers may reject messages and offers at any time by sending an email to the Operator.
6. The seller reserves the right to make analyses of the Buyer (user) and its behaviour on its Internet Portal (e.g. measure traffic and others).
7. Seller agrees not to provide personal information to a third party, but the Buyer must note that the data he voluntarily provides in the discussion forums of the Internet Portal or other automatically generated sites may be used by a third party, the information cannot be controlled, therefore the Operator does not bear any responsibility for that.
8. By uploading reviews and other content, the Buyer of the Portal grants a free, worldwide, non-exclusive, sublicenseable and transferable right to reproduce this content and make it available on the Portal, including the right to use (part of) this Content for Propagation Purposes and other portal-related services.

Final provisions

1. The Operator and the Buyer declare that they fully recognize the electronic form of communication, in particular through electronic mail and the Internet, as valid and binding, if these are not different from these GTC. By placing the order, the Buyer agrees to be sent all the information, documents and contracts via e-mail.
2. By placing the Order (by filling in and sending the Order Form), the Buyer confirms that he has become familiar with and agrees with these GTC.
3. The obligation of written notification of GTC update is met by their location on the Operator's website.

4. The supervisory authority is the Slovak Trade Inspection, P.O.BOX 29, Prievozská 32, 827 99 Bratislava. Contractual relationships between the Buyer and the Operator are governed by the relevant provisions of the Slovak legal order which the parties have chosen as the applicable law.
5. These GTC are effective from 01/09/2017 and fully replace previous General Commercial Conditions. The Operator reserves the right to change General Commercial Conditions.