

Terms and Conditions of the platform www.papayaguide.com

Article I

General Provisions

1. The website www.papayaguide.com is an online booking platform (hereinafter the “Platform”) that connects customers wishing to book a service in the Dominican Republic (hereinafter the “Customer”) with independent local service providers supplying services, in particular experiences, excursions, lessons, and related services in the Dominican Republic (hereinafter the “Provider”). Through this website, the Operator provides Providers with a virtual space to present their services and intermediates the conclusion of a contract between the Provider and the Customer. It also provides Customers with a space to browse the individual service offers of Providers and to book and pay for a selected service. The individual services on offer are provided by Providers in the territory of the Dominican Republic.
2. These Terms and Conditions govern the conditions of use of the Platform and the legal relationship between the Operator and the Customer, the subject matter of which is the intermediation of the conclusion of a contract with a Provider through the Platform.
3. Through this Platform, the Customer books a selected service with a Provider and concludes a contract with that Provider, the subject matter of which is the provision of the selected service, such as an experience or an excursion. The Operator is not a party to that contractual relationship and bears no liability in connection with it.
4. The legal relationship between the Operator and the Provider is governed by a separate agreement.
5. The legal relationships between the Operator and the Customer are governed by the law of the Slovak Republic; specifically, the legal relationships between the Operator and a consumer Customer are governed by the Civil Code and the Consumer Protection Act, while the legal relationships between the Operator and a Customer who is not a consumer are governed by the Commercial Code.
6. The legal relationships between the Customer and the Provider are governed by the law of the Dominican Republic; consequently, Slovak consumer protection legislation does not apply to that legal relationship.
7. These Terms and Conditions are drawn up in the English language. The contract may be concluded in the English language.
8. The Operator has not adopted any specific code of conduct.
9. These Terms and Conditions are binding on the contracting parties. By completing an order, the Customer confirms that they have thoroughly familiarised themselves with these Terms and Conditions, understood their content, agree with them without reservation, and undertake to comply with them.

Article II

Definitions

1. **Operator** and owner of the platform www.papayaguide.com: Trade name: Andrea Kurhajcova, registered with the District Office of Rimavska Sobota under reg. no. 650-19695, place of business: Druzstevna 1252/11, 982 01 Tornala, Company ID (IČO): 51696576, Tax ID (DIČ): 1086689076, email: info@papayaguide.com, phone: +1 849 373 0063.
2. **Platform** means the online booking platform operated by the Operator on the domain www.papayaguide.com, which provides a virtual space for Customers and Providers through which they may conclude a service agreement with one another.

3. **Provider** means an independent local service provider that supplies services in the form of experiences, excursions, and other related services in the Dominican Republic.
4. **Customer** means a prospective customer interested in the provision of a selected service by a Provider, who orders that service through the Platform and concludes the contract directly with the Provider. The Customer may or may not be a consumer.
5. **User** means a Provider and a Customer registered on the Platform.
6. **Participant** means a person taking part in the service; a Participant includes both the Customer and any other person registered by the Customer for the service.
7. **Consumer** means a natural person who, in connection with a consumer contract, the obligations arising from it, or a commercial practice, is not acting within the scope of their trade, business, or profession.
8. **Operator's Services** means the services provided by the Operator through the Platform, consisting in particular of providing a virtual space for browsing the individual offers of Providers, the ability to order a selected service and thereby conclude a contract with the Provider, and the receipt and disbursement of the price for the service to the Provider. For the purposes of these Terms and Conditions, all services provided by the Operator are considered the Operator's Services.
9. **Provider's Service** means the service provided by the Provider pursuant to the contract concluded between the Provider and the Customer.
10. **Offer** means an offer of a Provider's services published on the Platform.
11. **Operator's Service Agreement** means the contract concluded between the Operator and the Customer, the subject matter of which is the provision of the Operator's Services to the Customer.
12. **Provider's Service Agreement** means the contract concluded between the Provider and the Customer, the subject matter of which is the provision of services, in particular experiences, excursions, and similar services, by the Provider in the Dominican Republic. This contract is concluded by the Customer directly with the Provider through the Platform; the Operator is not a party to it and bears no liability for its performance by the Provider.
13. **User Account** means the User's account containing their personal data and data obtained in connection with their activity on the Platform. It is used to manage and execute purchased services and to view order history.
14. **Login Credentials** means the data that the User must enter to access their User Account (username and password).
15. **Booking Code** means the unique code sent to the Customer upon ordering and paying for a service, which the Customer then presents to the Provider when the service is rendered. Presenting the code to the Provider is a condition for commencing the service.
16. **Content** means all audio recordings, visual recordings, audiovisual recordings, text, graphics, software, and other data created and published by the Operator.
17. **Supervisory Authority:**

Slovak Trade Inspection (SOI)
SOI Inspectorate for the Banska Bystrica Region
Dolna 46, 974 00 Banska Bystrica 1, Slovak Republic
Supervision Department
Tel.: +421 48 412 49 69, +421 48 415 18 71

Article III

Platform Description

1. The website www.papayaguide.com is an online booking platform that connects customers wishing to book a service of a Provider in the Dominican Republic (hereinafter the

“Customer”) with independent local service providers supplying services, in particular experiences, excursions, lessons, and related services in the Dominican Republic (hereinafter the “Provider”). Through this website, the Operator provides the Provider with a virtual space to present their services and intermediates the conclusion of a contract between the Provider and the Customer. It also provides Customers with a space to browse the individual service offers of Providers and to book a selected Provider’s service. Subsequently, it receives funds from the Customer and, following the provision of the service by the Provider, disburses those funds to the Provider.

2. The Operator is not the provider of the individual services in the Dominican Republic. Those services are provided exclusively by Providers registered on the Platform.
3. All information about the Providers’ services presented on the Platform is created on the basis of information supplied by the Provider of the relevant service and is published with the Provider’s approval; accordingly, the accuracy and truthfulness of that information is the exclusive responsibility of the Provider.

Article IV

Registration on the Platform

1. Any visitor to the Platform may browse its published content without registering.
2. The Customer may order services offered by a Provider through their User Account. Creating a User Account is necessary for placing an order and concluding a contract, as the User Account establishes a direct link between the Customer and the Provider and enables the use of the Provider’s Service. To create a User Account, the Customer completes the registration form published on the Platform.
3. In the case of a Provider, the registration is carried out directly by the Operator in order to ensure the credibility of the services presented. A Provider wishing to be registered on the Platform may contact the Operator by email.
4. Creating a User Account is free of charge.
5. The Customer is required to enter only accurate information in the registration form, and the Provider is required to supply only accurate information to the extent requested by the Operator. The User is required to notify the Operator of any change in their data, or to update the information in their User Account, without undue delay after the change has occurred and in any event within 3 days, in order to ensure that the service can be provided without complications.
6. Access to a User Account is protected by a username and password. The User is required to keep their Login Credentials secure so as to prevent third-party access to their User Account. The User is not authorised to grant third parties access to their User Account.
7. The User may delete their User Account at any time. In doing so, however, they acknowledge that they will no longer have access to the content stored in their User Account.
8. The Customer may change their personal data (name, surname, email address, telephone number) at any time directly in their User Account.
9. The Operator reserves the right to cancel a User Account if these Terms and Conditions have been breached or if the contract has terminated in accordance with these Terms and Conditions. The Operator bears no liability for the loss of data stored in a User’s User Account or for any damage related thereto.

Article V

Ordering the Provider’s Services

1. The Operator publishes the service offers of individual Providers on the Platform. These are current and valid as published. The published offer is based exclusively on information provided by the Provider; accordingly, the Operator bears no liability for the accuracy or completeness of the published information.

2. Individual Provider offers are sorted by the date on which the offer was created. Searching is possible using filters based on selected criteria.
3. The Customer may browse these service offers and, if interested, submit an order. To submit an order, the Customer adds the desired offer to the shopping cart by clicking “Add to cart”. After finalising the selection, the Customer proceeds to the shopping cart page, fills in the required details, and submits the order by clicking “Confirm & Pay”. The Operator will confirm receipt of the order to the Customer by email to the address provided in the order (hereinafter the “Order Confirmation”). Upon receipt of the Order Confirmation, the service agreement between the Customer and the Provider is deemed concluded. It may only be amended in accordance with these Terms and Conditions.
4. The Order Confirmation contains:
 - a) a specification of the Provider’s Service ordered,
 - b) the Booking Code, which serves as proof of purchase of the Provider’s Service,
 - c) the Provider’s contact details,
 - d) basic instructions for planning and using the service,
 - e) a link to download the relevant legal documents.
5. All order details, including the Booking Code, the Provider’s contact details, and service instructions, are accessible in the Customer’s profile under the “Orders” and “View Order” sections.
6. The Booking Code is unique, non-transferable, and valid for single use only. The Customer is required to provide the Booking Code to the Provider at the time the service is rendered in order to use the Provider’s Service.
7. The Customer consents to the use of distance communication means without the physical presence of the Operator, the Provider, and the Customer — in particular the use of the Platform, email, telephone, and similar means — for the purpose of concluding the contract. Any costs arising from the use of distance communication means in connection with the conclusion of the contract are borne by the Customer and do not differ from the standard rate.

Article VI

Conclusion of the Contract with the Operator

1. Upon registration on the Platform, or upon submission of an order, whichever occurs first, a contract is concluded between the Operator and the Customer, the subject matter of which is the intermediation of the conclusion of a service agreement between the Customer and the Provider. Under this contract, the Operator undertakes to:
 - a) provide the Customer with a virtual space in which to conclude a contract directly with a Provider,
 - b) intermediate the conclusion of a service agreement between the Customer and the Provider,
 - c) receive the price for the Provider’s Services on behalf of the Provider and disburse it to the Provider after the service has been rendered,
 - d) provide the Customer with the information necessary to use the Provider’s Service ordered.
2. The provision of these services is free of charge for the Customer, as the commission for intermediating the conclusion of the service agreement is paid by the Provider.
3. Under this contract, the Operator undertakes to receive funds from the Customer, to send the Customer the Booking Code and all information necessary to use the service without undue delay after payment, and to disburse the agreed price for the services to the Provider after the service has been rendered, less the commission.

4. The Operator provides these services exclusively through the Platform. The Customer is not entitled to the provision of any other services or to the provision of services in any other manner.
5. Every User registered on the Platform who has concluded a contract with the Operator is required to comply with these Terms and Conditions and the Platform usage conditions set out in Article XV of these Terms and Conditions.

Article VII

Price and Payment Conditions

1. The selling prices of the individual Provider's Services published on the Platform are current and valid. They are stated inclusive of all taxes and charges.
2. Prices are not personalised for individual Users on the basis of automated decision-making.
3. The price is displayed in the order form immediately before submission of the binding order. It comprises the selling price of all selected services inclusive of all taxes and charges that the Customer must pay to obtain the Provider's Service ordered.
4. The Customer is required to pay the price agreed in the contract within the due period. It may only be changed by agreement of the contracting parties.
5. The Customer pays the price by credit or debit card through the Stripe payment gateway, to which the Customer is automatically redirected immediately upon submitting the order. If the Customer does not pay the price within 3 days of submitting the order, the contracting parties are deemed to have withdrawn from the contract.
6. The Operator does not have access to the Customer's card payment details.
7. The contract concluded between the Customer and the Provider is deemed effective only upon payment of the full price for the services ordered.
8. After the price has been paid, the Operator will send the Customer the Order Confirmation in accordance with Article V, Section 4 of these Terms and Conditions.
9. The tax invoice for payment is issued by the Provider.
10. The Provider and the Customer authorise the Operator to receive from the Customer the price for the Provider's Services on the Provider's behalf, to hold those funds in the Operator's account, and to disburse the price to the Provider, less the commission, after the Provider has duly rendered the service, in accordance with the conditions agreed in these Terms and Conditions. The Operator will ensure receipt of the price for the services into its bank account and will retain those funds there until the Provider has duly rendered the service. The parties expressly consent to the price for the Provider's Services being held in the Operator's bank account until the Provider confirms that the service has been duly rendered.
11. The Customer acknowledges that the Operator receives these funds on the Provider's behalf and that they do not constitute the Operator's income.
12. The price for the Provider's Services will be disbursed to the Provider's account only after both contracting parties — the Provider and the Customer — have confirmed that the service has been duly rendered.
13. Following confirmation of service delivery, the Operator will credit the Provider's account within 14 days with the amount corresponding to the price for the services rendered, less the Operator's commission in accordance with their agreement.
14. The Operator is entitled to retain the price for the Provider's Services in its account until both contracting parties have confirmed that the Provider has duly rendered the service. If a dispute arises between the Provider and the Customer regarding the service, they are required to resolve it by amicable agreement. If the parties fail to reach an agreement, either party is entitled to refer the dispute to a court for resolution. In that case, the Operator will disburse the price for the Provider's Services on the basis of a final court judgment. The Operator does

not resolve disputes between the Provider and the Customer, nor is it authorised to adjudicate them, except in the cases provided for in these Terms and Conditions.

Article VIII

Group Discount

1. The Operator may offer the Customer a group discount when ordering a Provider's Service, depending on the number of adults. Participants booked at the child price are not counted towards the minimum number of persons required for a group discount.
2. The minimum number of persons required to qualify for a group discount, as well as the amount of the group discount, are displayed on the Provider's service page.
3. The Provider's Service must be provided to all persons included in the order on the same date. A single Booking Code will be generated for the entire group for the provision of the service.
4. If these persons wish to use the Provider's Service on a different date, they must create a separate order. If they do not reach the minimum number of participants required, the group discount will not be applied.
5. If the number of participants falls below the minimum required for a group discount, the group discount will not apply and the price will be charged without the group discount.
6. There is no legal entitlement to a group discount or to any other discount.

Article IX

Conditions for Performance of the Provider's Service Agreement

1. Upon conclusion of the Provider's Service Agreement in accordance with Article V of these Terms and Conditions, a contractual relationship arises between the Customer and the Provider. Under this agreement, the Provider is required to render the service ordered and the Customer is required to provide the cooperation necessary for its execution, such that the service is rendered **within 60 days of the date of conclusion of the contract**, unless these Terms and Conditions provide otherwise.
2. The Booking Code sent to the Customer in the Order Confirmation is valid for a period of 60 days from the date of conclusion of the contract, unless otherwise stated in the Provider's service description. The Customer and the Provider are therefore required to proceed with the provision of the service no later than 60 days from the date of conclusion of the contract.
3. For the category of services providing accommodation (accommodation services and accommodation packages), different conditions may apply for using the service ordered. These conditions, such as a longer booking period or specific dates, are set out in the description of the relevant service. In such cases, the conditions stated in the service description apply in lieu of the 60-day period.
4. Immediately upon receipt of the Order Confirmation, the Customer is required to contact the Provider and agree on the exact date and time for the service to be rendered, such that the service is rendered no later than 60 days from the date of the order.
5. It is the Customer's responsibility to agree on the service date with the Provider immediately after placing the order, so that the service is rendered before the expiry of the prescribed period.
6. If the Provider's Service is not rendered within the prescribed period, i.e. no later than 60 days from the date of the order, due to reasons attributable to the Customer, the Booking Code automatically lapses; the Customer is not entitled to have the service rendered after that period or to a refund of the price paid for the services.
7. Following conclusion of the contract, the Provider and the Customer are required to communicate with each other without undue delay to agree on the date for rendering the service. They may use the Platform exclusively for this communication. The parties undertake

not to communicate in connection with the conclusion and performance of the service agreement by any means other than through the Platform.

8. Once the exact date for rendering the service has been agreed, the Provider is required to enter the agreed date on the Platform. The Customer can view the agreed service date in their profile, in the order details for each booked service, under “Scheduled Date”.
9. The Operator is not a party to the Provider’s Service Agreement and bears no liability for arranging the service date, for the actual provision of the service, or for the fulfilment of the obligations of the Provider or the Customer arising from their mutual contractual relationship.
10. The Provider is responsible to the Customer for the correct and timely provision of the service in the agreed scope and quality. The Customer is responsible for the accuracy and completeness of the data provided in the order and for providing the cooperation necessary for the execution of the service.
11. The service is deemed to have been duly rendered only when the Provider uploads the Booking Code provided by the Customer to the Platform.

Article X

Change of Service Date

1. The scheduled service date is binding on both contracting parties — the Provider and the Customer. It may only be changed by agreement of both parties.
2. If the Provider does not agree to the Customer’s request to change the scheduled date, the Customer may:
 - a) use the Provider’s Service on the originally scheduled date, or
 - b) request the Operator to cancel the order in accordance with Article XII of these Terms and Conditions.
3. The Provider is not entitled to unilaterally change or cancel the scheduled service date, except in the cases set out in Article XIX of these Terms and Conditions.
4. If force majeure circumstances arise within the meaning of Article XIX of these Terms and Conditions, or if the Provider reasonably anticipates that such circumstances will arise, the Provider is entitled to cancel the scheduled date and propose an alternative service date to the Customer. The Customer may:
 - a) accept the proposed alternative date, or
 - b) request the Operator to cancel the order in accordance with Article XII of these Terms and Conditions.
5. The Provider is required to inform the Operator and the Customer immediately, and in any event within 24 hours, if:
 - a) the Provider is unable to render the service,
 - b) the Provider is unable to arrange an alternative date,
 - c) the Provider has not rendered the service.

If the service is not rendered due to reasons attributable to the Provider, the Operator will refund the Customer the full amount paid.

6. The Operator is not a party to the service agreement and bears no liability for arranging or changing the service date, or for the fulfilment of the obligations of the Provider or the Customer arising from their mutual contractual relationship. The Operator may monitor agreed dates and any changes thereto for quality control and administrative purposes.

Article XI

Modification of the Service

1. The Customer is not entitled to any modification of the Provider's Service ordered. The only modification that may be made is the **addition of further persons**, subject to the Provider's availability and capacity.
2. The additional participant in the Provider's Service, or the Customer requesting the modification, is required to pay the price for the service applicable at the time of their addition.
3. If the addition of a further participant were to bring the Customer to the minimum number of participants required for a group discount, the Customer will not be entitled to the group discount, as it cannot be applied retroactively.
4. **Requests to add a participant may be submitted by email to order@papayaguide.com**, stating the order number, the name of the service, and the number of participants to be added. On the basis of such a request, the Operator will verify availability with the Provider and, if approved by the Provider, will confirm the change. The price for the service will be adjusted accordingly. After payment of the additional price, the Operator will update the Customer's order on the Platform.
5. Transfer of the Provider's Service to another person is not permitted, as services are non-transferable.
6. Nor is it possible to exchange one service for another, even with the same Provider.

Article XII

Cancellation and Partial Cancellation of an Order

1. The Customer is entitled to cancel an order exclusively in accordance with the conditions set out in these Terms and Conditions.
2. An order cancellation means the cancellation of the entire order, i.e. all services and all participants, as well as the cancellation of one or more individual participants from a service or the cancellation of one or more individual services while retaining the remaining services. The cancellation of any participant or any service constitutes a partial cancellation of the order.
3. **An order may be cancelled no later than 72 hours before the scheduled service date** as shown in the User Account on the Platform. If the cancellation request is received less than 72 hours before the scheduled service date, cancellation is not possible and the Customer is not entitled to a refund. Even where less than 72 hours remain until the scheduled service date, a change of date may in certain circumstances still be possible, subject to the Provider's consent and capacity; this is without prejudice to the provisions of Article X governing a change of date at the Customer's request.
4. **The cancellation request must be submitted to the Operator by email at order@papayaguide.com.**
5. The request must state the order number and clearly specify the scope of the cancellation, i.e. whether it relates to the cancellation of the entire order, specific participants, or specific services. The cancellation request is effective only upon its receipt and confirmation by the Operator. All cancellation requests must be submitted exclusively to the Operator. Providers are not authorised to accept or process order cancellations or to carry out the refund process.
6. A partial cancellation of an order occurs where one or more participants are removed from the Provider's Service or one or more of the Provider's Services are cancelled, while the remaining services included in the order remain active.
7. If the number of participants is reduced, the price for the Provider's Service will be recalculated based on the updated number of participants and the price applicable to the relevant group size. If this recalculation gives rise to an entitlement to a partial refund, an administrative fee in accordance with Section 9 of this Article will be deducted from that amount. If, however, the recalculation results in an obligation to pay an additional amount — for example, due to the loss of a group discount — the Customer may either accept the new

service price and pay the resulting price difference (in which case no administrative fee will apply), or cancel the entire order (in which case the administrative fee under Section 9 of this Article will apply).

8. If one or more of the Provider's Services are cancelled while the remaining services in the order are retained, the value of the cancelled service or services will be determined. The administrative fee under Section 9 of this Article will then be deducted from the amount to be refunded. The remaining services included in the order are unaffected and will be rendered in accordance with the original confirmed order.
9. In the event of any cancellation, whether total or partial, the Customer is required to pay the Operator an administrative fee related to the conclusion and subsequent cancellation of the contract, equal to 7% of the cancelled or refunded amount. The amount to be refunded is determined as the refundable amount after deduction of the administrative fee.
10. The Operator will refund the Customer by the same method by which payment was received, within 14 days of confirmation of the order cancellation.

Article XIII

Non-Attendance

1. If the Customer fails to arrive at the agreed time for the provision of the service in a correct and timely manner, this is deemed non-attendance (no-show).
2. In the event of non-attendance, the Customer is not entitled to a refund of the price paid, and the full amount is forfeited in favour of the Operator or the Provider, as applicable, regardless of the fact that the service was not rendered.
3. In the event of a dispute between the Customer and the Provider, the Operator is entitled, though not obliged, to investigate the dispute and to request from the parties all relevant information and evidence, such as communication records, photographs, videos, and similar materials. The fact that the Customer presented the Booking Code constitutes, among other things, a relevant piece of evidence. On that basis, the Operator is entitled to make a decision regarding the dispute, which is binding on the Customer and the Provider.

Article XIV

Liability for Service Performance

1. Responsibility for the performance of the service agreement concluded between the Provider and the Customer rests exclusively with the parties to that agreement. The Operator is not a party to that contractual relationship and bears no liability for its performance.
2. The Operator also bears no liability for any loss or damage suffered by the Customer, the Provider, or a third party in the course of or in connection with the provision of the Provider's services. The Operator bears no liability, in particular but not exclusively, for:
 - a) personal injury or death,
 - b) property damage or loss,
 - c) accidents or medical emergencies,
 - d) cancellations or delays caused by the Provider,
 - e) weather conditions,
 - f) force majeure events,
 - g) the Customer's failure to follow instructions or safety rules.
3. The conditions of liability for defects in the Provider's services are governed by the law of the Dominican Republic.
4. The Operator is entitled, though not obliged, to monitor the progress of the Provider's service delivery, in particular to monitor communication between the Customer and the Provider as well as the progress of service delivery, exclusively to the extent necessary for the purpose of

monitoring compliance with these Terms and Conditions and the obligations of the contracting parties in connection with the service agreement.

5. The Operator is entitled, though not obliged, to actively participate in resolving a dispute between the Customer and the Provider relating to liability for defects in the Provider's services. Where the Operator does participate in such a dispute, it acts as a third party whose sole function is to facilitate communication between the parties with a view to resolving the dispute out of court.
6. If the Customer considers that the Provider is breaching their obligations even before the service has commenced — for example, by failing to communicate or by repeatedly changing the service date — the Customer is entitled to contact the Operator at order@papayaguide.com to request assistance. The Operator is entitled to communicate with both contracting parties for the purpose of resolving the dispute, but is not obliged to do so, as it is not a party to that contractual relationship.
7. If the Provider's services have not been rendered, the Customer is entitled to contact the Operator at order@papayaguide.com to request assistance. The Operator is entitled to communicate with both contracting parties for the purpose of resolving the dispute, but is not obliged to do so, as it is not a party to that contractual relationship.
8. The Operator is not required to resolve the dispute between the Provider and the Customer at all, as it is not a party to that contractual relationship and is not a dispute resolution body.
9. If any party to the dispute suffers loss in connection with the dispute, the Operator is not required to compensate that loss and bears no liability for it. Any claims for compensation, indemnification, or liability must be directed to the Provider.

Article XV

Platform Usage Conditions

1. The Platform is not intended for persons under the age of 18.
2. The User is required to use the Platform in accordance with these Terms and Conditions and applicable legislation.
3. The User undertakes not to use the Platform in a manner that would threaten or infringe the rights and legally protected interests of the Operator, the Provider, another Customer, or any other third party.
4. The User is required to act in a manner that prevents unauthorised access to their User Account, and must take all necessary measures to prevent their Login Credentials from being compromised; failure to do so will make the User liable for any resulting damage caused to the Operator, the Provider, and other third parties.
5. The User is only entitled to store and publish content that does not violate the law, does not circumvent the law, and is not contrary to public morality. The User is not entitled to store or publish content that would infringe the rights and legally protected interests of the Operator or third parties.
6. The Operator makes the Operator's Services available to Users exclusively through the Platform; accordingly, for reasons such as service updates, repairs, maintenance, and force majeure, a temporary interruption or suspension of the service may occur, for which the Operator bears no liability, nor does the Operator bear any liability for any damage or data loss arising therefrom.
7. The Operator has the right to suspend, restrict, or terminate the provision of services to a User, or to restrict, suspend, or terminate a User's access to their User Account, where the Operator has reasonable grounds to suspect that the User is breaching these Terms and Conditions, is violating the law or circumventing it, or is acting contrary to public morality. In the event of a suspension, restriction, or termination of a User Account and the provision of services, the Operator bears no liability for any deletion or loss of content stored by the User in their User Account.

8. The Operator is entitled to delete the User Account of a Customer or a Provider where that party has breached these Terms and Conditions or applicable legislation, has acted contrary to public morality, or has acted in a manner likely to cause harm to the Operator, the Provider, the Customer, or any other third party. Deletion of a User Account results in the termination of the contract concluded between the Operator and the User.
9. The Operator is entitled to delete content through which a User would violate the law, circumvent the law, act contrary to public morality, or cause harm to the Operator or a third party.

Article XVI

Withdrawal from the Contract

A) Concluded with the Operator

1. Under the law, a consumer generally has the right to withdraw from a contract concluded at a distance or a contract concluded away from the Operator's business premises, without stating a reason, within 14 days of the date on which it was concluded. However, the Consumer Protection Act provides for exceptions where the consumer does not have this right.
2. The Consumer acknowledges that they have no right to withdraw from the contract without stating a reason within 14 days if the subject matter of the contract is:
 - a) the provision of a service and
 - i. the service has been fully rendered, and
 - ii. the provision of the service commenced before the expiry of the withdrawal period with the Consumer's express consent, and the Consumer declared that they had been duly informed that by giving that consent they lose the right to withdraw from the contract once the service has been fully rendered, if the Consumer is required under the contract to pay a price.
3. In the contractual relationship between the Operator and a Customer who is a consumer, the service is deemed provided at the moment the order is submitted and payment is made. When submitting the order, the Consumer may give the Operator their consent to the commencement of the service. By giving this consent, the Consumer loses the right to withdraw from the contract once the service has been fully rendered.
4. In the event of a valid withdrawal from the contract concluded with the Operator, the Operator's Service Agreement between the Operator and the Customer terminates, as a result of which the Operator will no longer provide services to the Customer. However, the withdrawal does not affect the Provider's Service Agreement, which does not terminate upon withdrawal.

B) Concluded with the Provider

1. The Consumer acknowledges that the contract concluded with the Provider is governed by the law of the Dominican Republic; accordingly, the Consumer does not have a right to withdraw from that contract without stating a reason under Slovak law.
2. Even if Slovak law were to apply to the contractual relationship, pursuant to section 19(1)(l) of the Consumer Protection Act the Consumer does not have the right to withdraw from a contract the subject matter of which is the provision of accommodation services for a purpose other than residential use, the carriage of goods, vehicle rental, the provision of catering services, or the provision of services related to leisure activities, if under the contract the trader is required to provide those services at a precisely agreed time or within a precisely agreed period. Accordingly, in that case too, the Consumer would not have the right to withdraw from the contract with the Provider upon its conclusion.

Article XVII

Dispute Resolution with the Operator

1. The legal relationships arising between the Operator and the Customer in connection with the use of the Platform and the contractual relationship between them are governed by the law of the Slovak Republic.
2. The parties to this legal relationship have agreed that in the event of a dispute, the courts of the Slovak Republic shall have jurisdiction.
3. In the event of a dispute between the Operator and a Customer who is a consumer, the consumer is entitled to contact the Operator with a request for redress if the consumer is not satisfied with the manner in which their complaint was handled, or if they consider that the Operator has violated their rights. The request for redress may be submitted by email to order@papayaguide.com or by post to the Operator's address. If the Operator rejects the request or fails to respond within 30 days of its submission, the consumer has the right to submit a proposal to initiate alternative dispute resolution proceedings with one of the alternative dispute resolution bodies.
4. The consumer may submit a proposal to initiate alternative dispute resolution proceedings with the relevant alternative dispute resolution body, which is the Slovak Trade Inspection (www.soi.sk).
5. Alternative dispute resolution may be sought only by a consumer and relates solely to disputes arising from consumer contracts concluded at a distance.

Article XVIII

Operator's Liability for Defects

1. The Customer uses the Platform at their own risk.
2. The Operator makes the Platform, its content, and the related services available to Providers and to non-consumer Customers on an "as is" basis. The Operator provides no warranty in respect of the Platform and the related services, the uninterrupted operation of the Platform, its security, error-free operation, or freedom from viruses. Any risk associated with the use of the Platform and the related services is borne by the Customer.
3. The Operator's liability for defects in the Provider's services provided to the Customer under the contract concluded between them is limited to the extent strictly required by applicable legislation.
4. The Operator bears no liability for the Provider's duly and timely performance of its obligations under these Terms and Conditions, the contract concluded between the Provider and the Customer, and applicable legislation.
5. The Operator bears no liability for any damage that may be suffered by the Provider, the Customer, or a third party in connection with:
 - a) the use of the Platform and its content,
 - b) their inability to use the Platform,
 - c) the removal or modification of content on the Platform,
 - d) a contract concluded with a Provider through the Platform, except to the extent of the liability for damage that is imposed on the Operator directly by law.
6. The exercise of rights arising from liability for defects by a User who is a consumer is governed by the Operator's Complaints Procedure.

Article XIX

Exclusion of Liability

1. Neither the Operator nor the Provider bears liability for defects in the provision of the service, delays in providing the service, or failure to provide the service, where this was caused:
 - a) by reasons attributable to the Customer,
 - b) by force majeure, or

- c) by other reasons for which neither the Provider nor the Operator is responsible.
- 2. For the purposes of these Terms and Conditions, force majeure means any extraordinary, unforeseeable, unavoidable circumstance beyond the control of the Operator or the Provider that prevents the fulfilment of their obligations, in particular but not exclusively:
 - a) natural disasters, fires, floods, storms, earthquakes, or other natural events,
 - b) war, a state of war, terrorist attacks, civil unrest, strikes, riots, or disturbances,
 - c) epidemics, pandemics, quarantine measures, or other restrictions imposed by public authorities,
 - d) sudden illness, injury, hospitalisation, or other medical emergency on the part of the Provider, particularly where the services are of a personal nature and their performance is tied to the Provider as an individual,
 - e) power outages, internet outages, booking system failures, or failures of other technical infrastructure, where the Provider could not reasonably have prevented them,
 - f) decisions, prohibitions, measures, or other interventions by public authorities,
 - g) any other circumstance of a similar nature that the other party could not have foreseen or prevented even with the exercise of due professional care.
- 3. During the period of force majeure, neither the Operator nor the Provider is in default and neither bears liability for any damage or loss caused by their total or partial failure to fulfil their obligations.
- 4. In such cases, the Operator and the Provider will make every reasonable effort to arrange an alternative date for the provision of the services.

Article XX

Data Protection

- 1. The Operator processes Users' personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter the "GDPR") and Act No. 18/2018 Coll. on the Protection of Personal Data (hereinafter the "Data Protection Act").
- 2. The conditions for the processing of personal data by the Operator are set out on the platform www.papayaguide.com in the Privacy Policy section.

Article XXI

Intellectual Property

- 1. The Operator is the owner of the Platform and of all Content published on it, including all texts, images, videos, recordings, and similar material published by the Operator (hereinafter the "Operator's Content"). Where the Operator has published Content whose author is the Provider, a licence for its use has been granted by the Provider. This Content is protected under Act No. 185/2015 Coll., the Copyright Act (hereinafter the "Copyright Act").
- 2. Any use of the Content, in particular the creation of copies, its public distribution, processing, translation and adaptation, public display, performance, or transmission, is prohibited without the prior written consent of the Operator.

Article XXII

Final Provisions

- 1. These Terms and Conditions apply in the version published on the pages of the platform www.papayaguide.com on the date on which the order is submitted, unless the contracting parties agree otherwise.

2. The Operator reserves the right to amend these Terms and Conditions at any time, where required by a change in business policy or applicable legislation.
3. These Terms and Conditions have been prepared by the law firm Lanikova Group, s. r. o. for the Platform owner and are protected under the Copyright Act. Without the author's consent, it is prohibited to use this copyrighted work in any manner whatsoever, including, but not limited to, copying, publishing, altering, modifying, distributing, or otherwise misusing it.
4. These Terms and Conditions enter into force and take effect on 11 May 2026.