

CHARLESBRIDGEPASS.COM

TERMS AND CONDITIONS OF SALE & SERVICE

Effective Date: July 27, 2026 | Version: 2.0 | Applicability: Global Consumer & Business Purchases

Welcome to Charlesbridgepass.com (the "Website"). These Terms and Conditions of Sale and Service ("Terms") govern all access to, purchases of, and utilization of digital audio guides, interactive digital maps, downloadable e-books/guidebooks, software web applications, streaming media services, and bundled third-party monument admission passes (collectively, the "Products", "Digital Content", or "Services") provided, operated, or distributed through this Website.

By purchasing, accessing, browsing, downloading, or using any Service provided on this Website, you ("Customer", "User", "Purchaser", or "You") expressly, unconditionally, and irrevocably agree to be bound by these Terms in their entirety, alongside our Privacy Policy, Cookie Policy, and Legal Disclaimers incorporated herein by reference. If you do not agree to these Terms in full without limitation, you are strictly prohibited from purchasing, accessing, or using our Services.

SECTION 1 – GENERAL PROVISIONS & PROVIDER IDENTIFICATION

1.1. Business Operator & Identity: This Website, its proprietary digital infrastructure, content production, distribution systems, and commercial transactions are operated exclusively by the independent entrepreneur registered under Czech law [cite: personal_context]:

Legal Business Operator	Lukáš Nývlt [cite: personal_context]
Registered Business Address	Havlovice 155, 542 32 Havlovice, Czech Republic [cite: personal_context]
Business Identification Number (IČO)	19941307 [cite: personal_context]
Tax Registration / VAT Status	Identifikovaná osoba / Non-VAT registered merchant for domestic sales under Czech Trade Licensing Act [cite: personal_context]
Official Customer Support Email	Charlesbridgepass@gmail.com

Support Hours	Monday – Sunday (09:00 – 18:00 CET)
Technical Web Infrastructure	Hosted via Macaly Web Systems & Cloud Distribution Infrastructure [cite: 6, 7]
Authorized Merchant of Record	Stripe Payment Solutions & Merchant Facilities [cite: 3, 4]

1.2. Scope of Application: These Terms apply worldwide to all natural persons or legal entities purchasing digital products, obtaining digital licenses, or accessing information via the Website. Specific localized consumer provisions applicable within the European Economic Area (EEA), the United Kingdom, the United States, and other regions are detailed in relevant sections herein.

1.3. Language & Controlling Version: The official legally controlling version of these Terms is executed in the English language. Any translation into other languages is provided solely as a courtesy for convenience. In the event of any conflict, ambiguity, or discrepancy between the English text and any translated version, the English version shall strictly govern and prevail in all legal interpretations and court proceedings.

1.4. Commercial Capacity & Electronic Contracting: By completing a purchase, you warrant that you possess full legal capacity to enter into binding agreements, are at least 18 years of age (or of legal majority in your jurisdiction), and are purchasing for personal, non-commercial use, unless explicitly agreed upon in a written commercial contract signed by the Provider.

SECTION 2 – PUBLIC MONUMENT DISCLAIMER & FREE ACCESS NOTICE

CRITICAL LEGAL NOTICE: FREE PUBLIC MONUMENT ACCESS

2.1. Public Pedestrian Space (Charles Bridge Free Access): Charles Bridge (Karlův most) in Prague, Czech Republic, is a historic public monument, public walkway, and open-air pedestrian bridge owned and managed by municipal/state authorities. It is accessible 24 hours a day, 365 days a year to the general public **100% FREE OF CHARGE** [cite: 4]. No ticket, pass, fee, or permission is required by any public authority to walk across, view, or experience Charles Bridge [cite: 4].

2.2. Explicit Clarification of Purchased Products: PURCHASING ANY PACKAGE, TIER, OR PRODUCT ON THIS WEBSITE **DOES NOT CONSTITUTE A TICKET, PERMIT, OR ACCESS FEE TO ENTER OR WALK ON CHARLES BRIDGE ITSELF** [cite: 4]. THE PURCHASE PRICE PAID ON THIS WEBSITE COVERS EXCLUSIVELY:

- Proprietary, original, independently produced digital audio audio commentary, web applications,

interactive maps, digital guidebooks, and curated multimedia content created solely by the Provider [cite: 4].

- Where explicitly chosen in premium tiers (e.g., €19 or €39 packages), pre-purchased individual third-party admission passes for specific partner viewing towers (e.g., Old Town Bridge Tower / Lesser Town Bridge Tower) operated independently by city venue managers [cite: 4].

2.3. No Deceptive Packaging Guarantee: The Provider clearly discloses at checkout that Charles Bridge itself requires no entry fee [cite: 4]. Customers acknowledge that they are willingly paying for digital educational, cultural, and self-guided commentary services and convenience pass bundling [cite: 4].

SECTION 3 – INDEPENDENT CONTENT & NON-AFFILIATION DISCLAIMER

3.1. Absence of Official Municipal or Government Affiliation: The Website, the Provider, and all digital products, audio scripts, commentary, media files, and interactive maps offered are 100% independent commercial editorial works [cite: 4]. The Provider IS NOT affiliated with, sponsored by, endorsed by, sanctioned by, or acting on behalf of any of the following organizations or entities [cite: 4]:

- Prague City Tourism (Prague City Tourism a.s.) [cite: 4]
- The City of Prague (Hlavní město Praha) or its municipal districts [cite: 4]
- The National Heritage Institute of the Czech Republic (Národní památkový ústav - NPÚ) [cite: 4]
- The Ministry of Culture of the Czech Republic [cite: 4]
- Any official Czech state, regional, or municipal tourism organization, heritage board, or government agency [cite: 4].

3.2. Nature of Commentary & Editorial Freedom: All audio scripts, commentary notes, architectural details, and historical stories represent independent editorial curation, artistic expression, and historical interpretation compiled for educational and entertainment purposes only [cite: 4]. The content does not constitute government-verified history, official city commentary, or licensed state tour guide materials [cite: 4].

3.3. Trademark Notice: All third-party trademarks, monument names, historical titles, and geographical designations (e.g., "Charles Bridge", "Karlův most", "Old Town Bridge Tower") are used strictly for descriptive, identificatory, and nominative fair use purposes. No affiliation, endorsement, or commercial association with trademark holders is implied or asserted.

SECTION 4 – DETAILED PRODUCT DESCRIPTIONS, TIERS & PAYMENT TERMS

4.1. Description of Digital Packages: The Provider offers distinct digital package tiers on the Website.

The scope of each tier is defined below [cite: 4]:

Package Tier	Retail Price	Included Deliverables & Scope	Exclusions
Audio Guide Basic	€8.00	100% digital self-guided audio tour (30+ points of interest), web-based interactive map, digital PDF guidebook, streaming & web access [cite: 4].	NO live human guide, NO physical item, NO tower admission tickets [cite: 4].
Complete Experience	€19.00	Full Digital Audio Guide & Interactive Map package PLUS 1x official third-party admission ticket pass to the Old Town or Lesser Town Bridge Tower viewpoint [cite: 4].	NO live human guide, NO physical shipped product [cite: 4].
VIP Digital Pass	€39.00	Full Digital Audio Guide & Interactive Map resource bundle, bonus digital historical materials PLUS official priority/bundled Bridge Tower admission pass [cite: 4].	NO live human guide, NO physical shipped product [cite: 4].

4.2. Exclusive Online Payment Channel (Stripe Gateway): Payment for all purchases on this Website is processed **STRICTLY AND EXCLUSIVELY VIA STRIPE** (Stripe Payments Europe, Ltd. / Stripe Inc.) [cite: 3, 4]. No cash, direct bank transfers, manual checks, or alternative payment processors are accepted. By submitting card or payment details at checkout, you authorize Stripe to immediately charge your payment card or digital wallet for the full transaction total.

4.3. Purely Digital Delivery (No Physical Goods): All products offered on this Website are 100% electronic digital goods delivered via web links, email confirmation, audio streams, and downloadable files. The Provider does NOT issue physical tickets, printed brochures, compact discs, USB drives, or mail-delivered vouchers. Customers are strictly responsible for accessing their digital goods on personal electronic devices.

SECTION 5 – DIGITAL CONTENT CLASSIFICATION & COMPLETE WAIVER

OF REFUND RIGHTS

IMMEDIATE PERFORMANCE & ABSOLUTE NO-REFUND POLICY FOR DIGITAL CONTENT

5.1. Statutory Digital Content Nature: All audio guides, digital maps, web applications, and electronic pass vouchers sold on Charlesbridgepass.com are legally categorized as intangible digital content supplied electronically without a physical medium [cite: 4].

5.2. Statutory Waiver Notice under EU Directive 2011/83/EU & Czech Civil Code: Under Article 16(m) of the EU Consumer Rights Directive (Directive 2011/83/EU), Section 1837(l) of Czech Act No. 89/2012 Coll. (Civil Code), and equivalent global consumer regulations, the statutory 14-day right of withdrawal / cooling-off period / right to cancel a distance contract **DOES NOT APPLY AND IS EXPLICITLY WAIVED FOR DIGITAL CONTENT ONCE PERFORMANCE HAS COMMENCED WITH THE CONSUMER'S PRIOR EXPRESS CONSENT** [cite: 4].

5.3. Express Prior Consent & Loss of Right of Withdrawal at Checkout: BY CHECKING THE MANDATORY CONSENT BOX AT CHECKOUT AND/OR CLICKING "BUY NOW", "PAY NOW", OR "COMPLETE PURCHASE", YOU EXPRESSLY, VOLUNTARILY, AND UNCONDITIONALLY AGREE TO THE FOLLOWING [cite: 4]:

- **IMMEDIATE PERFORMANCE:** You request and authorize the immediate delivery and performance of the digital contract upon successful processing of your payment through Stripe [cite: 3, 4].
- **ABSOLUTE WAIVER OF CANCELATION RIGHT:** You explicitly acknowledge and consent that by initiating immediate delivery (generation of digital web links, streaming tokens, or email passes), YOU COMPLETE THE CONTRACT EXECUTION AND PERMANENTLY FORFEIT AND LOSE YOUR STATUTORY 14-DAY RIGHT OF WITHDRAWAL, CANCELATION, AND REFUND [cite: 4].

5.4. Finality of Sales & Exclusion of Guarantees: ALL SALES OF DIGITAL CONTENT ARE STRICTLY FINAL, NON-REFUNDABLE, AND NON-EXCHANGEABLE UNDER ALL CIRCUMSTANCES [cite: 4]. Because digital files and streaming links are fully accessible and consumable instantly upon issuance, traditional retail return windows, 30-day trial periods, "satisfaction guarantees", or change-of-mind refunds are strictly excluded and non-applicable [cite: 4].

SECTION 6 – THIRD-PARTY TOWER TICKET PASSES & VENUE CONDITIONS

6.1. Third-Party Issuance & Partner Venues: For bundled tiers containing bridge tower admission passes (€19 / €39 packages), entry passes are issued through authorized third-party ticketing suppliers

and venue operators [cite: 4]. The Provider acts as a ticket reseller/bundler for these specific vouchers [cite: 4].

6.2. Compliance with Tower Venue Rules: All visitors utilizing a tower pass must strictly comply with all operating rules, safety guidelines, entry hours, queue management procedures, capacity limits, and code of conduct established by the tower operators [cite: 4]. The Provider exercises no operational control over tower facilities [cite: 4].

6.3. Venue Closure, Weather & Force Majeure Exclusions: The Provider accepts zero liability and offers no partial or full refunds if a bridge tower, viewpoint, or adjacent monument area is temporarily closed, delayed, restricted, or inaccessible due to any of the following [cite: 4]:

- Severe weather conditions, extreme wind, ice, lightning, or high river levels [cite: 4].
- Emergency maintenance, structural repair work, or restoration projects [cite: 4].
- Official state visits, VIP events, municipal closures, or police/security shut-downs [cite: 4].
- Unforeseen overcrowding, queue delays, or maximum venue capacity limits enforced by management [cite: 4].
- Any other event of Force Majeure beyond the reasonable control of the Provider [cite: 4].

SECTION 7 – INTELLECTUAL PROPERTY RIGHTS & PROPRIETARY LICENSE

7.1. Absolute Ownership of Intellectual Property: All intellectual property rights, trademarks, copyrighted audio tracks, narrative scripts, text descriptions, digital maps, user interface designs, visual graphics, website code, database architectures, and downloadable documents accessible through Charlesbridgepass.com are the exclusive legal property of Lukáš Nývlt / Provider, protected under Czech Law No. 121/2000 Coll. (Copyright Act), international copyright treaties, and global intellectual property laws [cite: 4].

7.2. Grant of Limited Personal Use License: Upon verified payment confirmation, the Provider grants the Customer a single, revocable, non-exclusive, non-transferable, non-sublicensable, personal license to access, stream, and download the purchased digital content onto a single personal mobile device (smartphone or tablet) strictly for personal, non-commercial travel use [cite: 4].

7.3. Strict Prohibition of Unauthorized Exploitation & Piracy: Any unauthorized use, reproduction, distribution, or commercial exploitation of our digital content is strictly prohibited [cite: 4]. Customers SHALL NOT [cite: 4]:

- Re-sell, rent, sub-license, redistribute, share, or broadcast any portion of the audio guide, digital maps, or e-books to third parties [cite: 4].
- Copy, capture, rip, re-record, extract, or reverse-engineer audio streams or digital assets [cite: 4].
- Upload, post, or distribute our digital files to public file-sharing networks, websites, social media channels, or cloud storage systems [cite: 4].

- Use the digital guide or commentary for commercial group tours, commercial tourism services, or public broadcasting without a signed commercial license [cite: 4].

Violation of this section constitutes intentional copyright infringement and will result in immediate termination of license access, permanent legal action, and claims for statutory damages and legal fees in competent courts [cite: 4].

SECTION 8 – TECHNICAL REQUIREMENTS, HARDWARE & USER RESPONSIBILITIES

8.1. Customer Technical Requirements: To access and utilize our digital audio guide and interactive maps while on-site in Prague, the Customer is solely and exclusively responsible for providing and maintaining all necessary technical equipment and services, including [cite: 4]:

- A functional, modern smartphone or mobile internet device with an updated operating system (iOS or Android) and an updated web browser (e.g., Safari, Chrome) [cite: 4].
- Personal headphones, earphones, or listening equipment compatible with their mobile device [cite: 4].
- Sufficient cellular data, mobile internet connectivity, or Wi-Fi access while walking on-site [cite: 4].
- A fully charged mobile battery or external power bank [cite: 4].

8.2. Absolute Exclusion of Liability for Technical Failure: THE PROVIDER ACCEPTS ZERO RESPONSIBILITY AND OFFERS NO REFUNDS OR COMPENSATION FOR A CUSTOMER'S INABILITY TO STREAM OR ACCESS DIGITAL CONTENT RESULTING FROM [cite: 4]:

- Depleted mobile device battery, hardware malfunction, screen damage, or sound card failure [cite: 4].
- Lack of mobile phone signal, roaming restrictions, cellular network congestion, or data throttling by the customer's telecommunications provider [cite: 4].
- Outdated mobile web browsers, disabled JavaScript, or restrictive privacy/ad-blocking extensions [cite: 4].
- Loss, damage, or theft of personal electronic devices while traveling [cite: 4].

SECTION 9 – LIMITATION OF LIABILITY & ABSOLUTE INDEMNIFICATION

9.1. Disclaimer of Warranties ("AS IS" Basis): ALL DIGITAL CONTENT, SERVICES, MAPS, AND AUDIO GUIDES ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE [cite: 4]. THE PROVIDER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT [cite: 4].

9.2. Comprehensive Cap on Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MANDATORY LAW, LUKÁŠ NÝVLT, THE PROVIDER, ITS OPERATORS, EMPLOYEES, CONTRACTORS, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH [cite: 4]:

- Any inability to walk on or access Charles Bridge or its surrounding public areas due to municipal closures, police events, weather, overcrowding, or force majeure [cite: 4].
- Any personal injury, illness, slip-and-fall accidents, physical harm, theft, robbery, pickpocketing, or property damage occurring to the Customer while walking in Prague or on Charles Bridge [cite: 4].
- Technical failures, email delivery delays, service outages, or processing errors caused by third-party platforms, including Stripe payment gateways or web hosting servers [cite: 3, 4, 6, 7].
- Subjective dissatisfaction with narration style, voice tone, historical emphasis, audio length, music selection, or language translation [cite: 4].
- Inaccuracies, minor errors, or historical discrepancies in commentary scripts or map coordinates [cite: 4].

9.3. Maximum Monetary Liability Cap: IN ANY EVENT WHERE LEGAL LIABILITY IS ESTABLISHED BY A FINAL JUDGMENT OF A COMPETENT COURT NOTWITHSTANDING THESE TERMS, THE PROVIDER'S TOTAL AGGREGATE LIABILITY TO ANY CUSTOMER FOR ALL CLAIMS, LOSSES, OR CAUSES OF ACTION SHALL BE STRICTLY AND ABSOLUTELY LIMITED TO THE ACTUAL NET RETAIL AMOUNT PAID BY THAT SPECIFIC CUSTOMER FOR THE PACKAGE PURCHASED GIVING RISE TO THE CLAIM [cite: 4].

9.4. Customer Indemnification: You agree to defend, indemnify, release, and hold harmless Lukáš Nývlt, Charlesbridgepass.com, and its operators from and against any third-party claims, liabilities, losses, damages, legal costs, and expenses arising out of your violation of these Terms, unauthorized redistribution of digital content, or unlawful conduct while using our Services [cite: 4].

SECTION 10 – DISPUTE RESOLUTION, OUT-OF-COURT SETTLEMENT & GOVERNING LAW

10.1. Choice of Law & Jurisdiction: These Terms, all digital sales contracts, privacy policies, and any disputes or claims arising out of or in connection with Charlesbridgepass.com shall be governed by, construed, and enforced strictly in accordance with the substantive laws of the Czech Republic, without giving effect to any principles of conflicts of law [cite: 4]. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

10.2. Jurisdiction for Legal Disputes: Any judicial litigation or legal dispute that cannot be resolved amicably shall be submitted to the exclusive jurisdiction of the competent court of the Czech Republic having territorial jurisdiction over the Provider's registered place of business (district court in Hradec

Králové / Trutnov area) [cite: personal_context].

10.3. EU Out-of-Court Consumer Dispute Resolution (ADR / ODR): In accordance with EU Directive 2013/11/EU and Czech Consumer Protection Act No. 634/1992 Coll., EU consumers who experience a dispute regarding a purchase made on this Website have the right to initiate an out-of-court dispute resolution proceeding with the designated Czech authority [cite: 4]:

Competent Alternative Dispute Resolution Authority:

Česká obchodní inspekce (Czech Trade Inspection Authority – ČOI) [cite: 4]

Ústřední inspektorát – oddělení ADR

Štěpánská 797/44, 110 00 Praha 1, Czech Republic [cite: 4]

Website: <https://www.coi.cz> | ADR Web: <https://adr.coi.cz> [cite: 4]

Email: adr@coi.cz

European Commission Online Dispute Resolution (ODR) Platform for cross-border EU consumer disputes: <http://ec.europa.eu/consumers/odr/> [cite: 4]

SECTION 11 – DATA PROTECTION, PRIVACY & COOKIES

11.1. GDPR Compliance Notice: The Provider processes personal customer data (including customer name, email address, IP address, device metadata, and Stripe payment identifiers) strictly in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation - GDPR) and national Czech data protection legislation [cite: 2, 4, 7].

11.2. Purpose of Data Processing: Personal data is processed solely for the legal purpose of executing digital purchase contracts, generating digital access tokens, issuing automated receipts via email, processing payment transactions through Stripe, and fulfilling statutory accounting duties [cite: 3, 4, 6]. Personal data is never sold, rented, or distributed to unauthorized third parties.

11.3. Third-Party Technical Sub-Processors: To provide seamless digital service performance, customer data is securely processed via reputable third-party infrastructure providers [cite: 3, 4, 6]:

- **Stripe Europe Ltd. / Stripe Inc.** – Payment processing and fraud prevention services [cite: 3, 4].
- **Macaly Platform Systems** – Hosting, web delivery, and app interface management [cite: 6, 7].

SECTION 12 – AMENDMENTS, SEVERABILITY & FINAL PROVISIONS

12.1. Severability Clause: If any provision, clause, or paragraph of these Terms is held by a court or administrative authority of competent jurisdiction to be illegal, invalid, void, or unenforceable under

applicable law, such provision shall be deemed modified to the minimum extent necessary to make it legal and enforceable, or severed without affecting the legality, validity, and enforceability of all remaining provisions, which shall remain in full legal force and effect [cite: 4].

12.2. Modification & Updates to Terms: The Provider reserves the right, at its sole discretion, to modify, update, revise, or replace any part of these Terms at any time without prior notice by publishing updated terms on the Website [cite: 4]. The version published on the Website at the exact timestamp of checkout processing shall govern that specific transaction [cite: 4]. Users are advised to review these Terms prior to completing any transaction.

12.3. Entire Agreement: These Terms, together with the invoice receipt, checkout consent, and explicit disclaimers on Charlesbridgepass.com, constitute the entire, complete, and exclusive agreement between the Customer and Lukáš Nývlt / Provider concerning the purchase and use of our digital products, superseding all prior oral or written representations, proposals, agreements, or communications [cite: 4].

Charlesbridgepass.com — Terms and Conditions of Sale & Service (Version 2.0 - Comprehensive Legal Edition)
[cite: 4]

Operated by Lukáš Nývlt, IČO: 19941307, Havlovice 155, 542 32 Havlovice, Czech Republic [cite: personal_context]

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