

**GENERAL TERMS AND CONDITIONS FOR HOTEL ACCOMMODATION AND EVENTS
OF HOTEL X-BIONIC® SPHERE – X-BIONIC® SPHERE a.s.**

**Article I
Introductory Provisions**

1.1. PURPOSE

The purpose of these General Terms and Conditions (hereinafter as the “**GTC**”) is to create a legal framework for relations between **X-BIONIC® SPHERE a.s.**, Registered Office: Dubová 33/A, 931 01 Šamorín; ID: 46 640 134, incorporated in the Commercial Register of the District Court Trnava, Section: Sa, Insert No. 10684/T (hereinafter as the “**Company**”) operating **Hotel X-BIONIC® SPHERE** and the guests, namely:

- a) Either legal entities or natural person, tradesman, established under generally binding legislation in the Slovak Republic, or foreign legal entities or natural persons whose respective legal system qualifies them to be proprietors and such entities are acting within their profession, trade or undertaking.
- b) Natural persons either from inside or outside the Slovak Republic who are not proprietors in the meaning of generally binding legislation or are not acting within their profession, trade or undertaking (hereinafter as the “**Consumer**”);

(Entities in section a) and Consumers are hereinafter collectively referred to as “**Guests**” unless otherwise specified), to whom the Company provides services related to hotel accommodation, catering and events (hereinafter referred to as “**Services**”).

1.2. SCOPE OF BUSINESS

1.2.1 The GTC apply to all Services provided by **Hotel X-BIONIC®SPHERE**, operated by the Company (hereinafter as the “**Hotel**” in its relationship with all Guests.

1.2.2 The current GTC published at www.xbionicsphere.com are an integral part of the Reservation Form/The Agreement on Housing and/or the Event Agreement and/or Service Agreement (Agreement on the Provision of services), or of any other Agreement (hereinafter collectively referred to as “**Agreement**” and individually as a “**Agreement**”).

1.2.3 The Company, as operator of the Hotel, is entitled unilaterally to amend the GTC, where it is understood that the amended GTC will be posted on www.xbionicsphere.com by the Company, at least thirty (30) days prior to the effective date thereof, and as such, shall be deemed as notification of new GTC in its relationship with Guests. Simultaneously with such notice, the Company shall also post a note including the guidance on the legal consequences in communicating the amended GTC and the right to withdraw from the Agreement which still exists.

The right to withdraw from the Agreement is cancelled, in case the Guest fails to have withdrawn in writing there from within fourteen (14) days of the posting of the message about the new GTC and the posting of guidance. After the expiry of the no effect fourteen-day period from posting of the message about the new GTC, the new GTC shall become on its effective date an integral part of the Agreement. The Hotel’s entitlement to charge cancellation fees under Article VI hereof and the Guest’s obligation to pay them shall not be affected therein.

1.2.4 The rights and obligations of Consumers entering into the Agreement solely through distance communication (hereinafter as the “**Distance Agreement**”), without the simultaneous physical presence of the seller or the buyer, and in particular by having used the website www.xbionicsphere.com or having used the website of the a third party as the intermediary, electronic mail, a telephone, fax, etc., are provided separately in Article X of these GTC, unless other articles hereof provide Consumers with more favourable conditions.

**Article II
Entering into the Agreement**

2.1 The Agreement (hereinafter referred to also as the “**Reservation**”) is concluded (being made) based on the reservation from the Guest and its confirmation from the Hotel. The Guest may request the reservation and the Hotel may confirm the reservation by the following means:

INDIVIDUAL GUESTS

- a) Verbally /in writing/or telephoning [+421 31 326 20 00](tel:+421313262000) at the Hotel’s reception counter or through the Hotel’s reservation department, in the form of
 - (i) an Agreement (sent to the Guest) if the Reservation is made/arranged by single entity on their behalf, or

- (ii) the Reservation Form (sent to the Guest) or online via the promo-code (sent to the Client), in case they are part of the group, however they make the Reservation in their own name and account.
- b) In a written electronic mail (email) to the address hotel@x-bionicsphere.com, with the Guest subsequently receiving a Reservation Confirmation in an e-mail; or
- c) Through the Hotel's reservation system at the Hotel's website www.xbionicsphere.com/x-bionics-hotel, with the Guest subsequently receiving a Reservation Confirmation in an e-mail or through a third party's or intermediary's reservation system.

GROUP OF GUESTS

- a) Verbally/in writing/or telephoning [+421 31 326 20 00](tel:+421313262000) at the Hotel's reception counter or through the Hotel's reservation department, in the form of:
 - (i) Agreement (sent to the Guest) if the Reservation is made/arranged by one entity on their behalf, or
 - (ii) Reservation Form (sent to the Guest) or online via the promo-code (sent to the Client), in case they are part of the group, however they make the Reservation in their own name and account.
 - b) In a written electronic mail (email) to the address hotel@x-bionicsphere.com, in the form of:
 - (i) Agreement (sent to the Guest) if the Reservation is made/arranged by one entity on their behalf, or
 - (ii) Reservation Form (sent to the Guest) or online via the promo-code (sent to the Client), in case they are part of the group, however they make the Reservation in their own name and account.
- 2.2 If an intermediary, travel agency, marketing agency or event agency enters into an Agreement on behalf of a Guest, the Agreement will be concluded between the Hotel and any of these third parties (this provision shall not apply to third parties which have entered into an intermediary agreement with the Company operating the Hotel).
- 2.3 Once the Agreement has been concluded, the Hotel shall provide Services ordered by the Guest and approved by the Hotel under the conditions below and the Guest shall pay the agreed price for the Services.

Article III

Rates, Security Deposits and Payment Terms

3.1. RATES

- 3.1.1 The Guest is obliged to pay to the Hotel, the agreed price for Services. This also applies to Services which the Hotel provides or has provided to third parties at the Guest's express request.
- 3.1.2 Agreed prices for Services are final and include value added tax in accordance with generally binding legislation. In the event of a change in the value-added tax rate for the Services after an Agreement has been concluded (either increase or decrease), prices will be adjusted in accordance with generally binding legislation at the date of the chargeable event.

3.2. DEPOSIT

- 3.2.1 The Hotel is entitled after an Agreement has been concluded or while the Guest is staying at the Hotel to request a security deposit in the form of guarantee by credit card (pre-authorization or providing the full credit card's details) or by any similar means, as:
 - a) of up to 100% of the agreed price for Services (Services ordered by the Guest and approved by the Hotel); and
 - b) of up to 100% of the agreed price for Services (where the Hotel seeks to be compensated for damage caused by the Guest).

Provisions of 3.3.2 and 3.3.4 of the GTC apply *mutatis mutandis* to payment of the security deposit.

3.3 PAYMENT TERMS AND GUARANTEE OF SERVICES

- 3.3.1 The final statement of account for Services provided by the Hotel is payable immediately after an accounting of ordered and used services has been submitted with no deductions/discounts, unless expressly agreed otherwise or provided otherwise in the GTC.
- 3.3.2 The Hotel is entitled after an Agreement has been concluded and while the Guest is staying at the Hotel to require advance payment or payment on account of up to 100% of the agreed price for

Services, which is payable by a deadline to be set by the Hotel, without prejudice to the provisions of 3.2.1 and 4.2.2 of the GTC.

- 3.3.3 If the price for Services:
- a) is paid by the agreed deadline or included in the security deposit for the Hotel in accordance with 3.2.1(a), the Reservation shall be guaranteed by the Hotel
 - b) has not been paid by the Guest by the agreed deadline:
 - (i) The Reservation will not be guaranteed; and/or
 - (ii) The Hotel shall be entitled to withdraw from the Agreement, without prejudice to its claim to be indemnified.
- 3.3.4 Any obligation to pay the agreed price for Services and advance payment on account/prepayment is deemed to have been fulfilled on the date when funds are credited to the Hotel's account.
- 3.3.5 If a Guest is in default in payment of the agreed price for Services, the Hotel shall be entitled to charge interest on arrears as follows:
- a) For Consumers, in the amount governed by civil law;
 - b) For Guests not covered by (a) above, in the amount governed by commercial law.
- Payment of interest on arrears shall not prejudice any claim by the Hotel to be indemnified.
- 3.3.6 The Hotel is entitled unilaterally to set off its own claims (mature or not-mature, time-limited or not time-barred, current or future) from the Guest against the Guest's claims from the Hotel. Toward this end, the Hotel is entitled to charge the Guest's card and to credit funds from the Guest's card and/or the Guest's cash resources to the Hotel's account, or to deduct the amount from cash resources in the Hotel's security deposit, received in accordance with 3.2.1.

No unilateral offsetting of the Guest's claims against the Hotel's claims is possible unless a final court decision permits the Guest's claims to be offset against the Hotel's claims.

Article IV Accommodation Services, Room Availability, Check-in and Check-out

4.1 ACCOMMODATION SERVICES - INDIVIDUAL GUESTS

- 4.1.2 Guests are not entitled to request availability of a specific room and this provision shall apply unless
- a) the Hotel has provided written confirmation of the room's availability or
 - b) the Reservation having become guaranteed in accordance with 3.3.3(a) of the GTC.

Despite provisions stated under a) and b) Guests may not, in the case of a Reservation, claim a room for more days if they fail to arrive within 12 hours from the agreed arrival date, unless they have consulted with the Hotel in advance about their late arrival. In such a case, the Hotel shall be entitled and obliged to rent the room on the remaining days to the third party, for as long as is possible.

- 4.1.3 Unless otherwise agreed, reserved rooms are available from 2:00 pm on the agreed date of arrival. Guests are not entitled to enter the rooms earlier. Guests arriving earlier than 2:00 pm may be accommodated in the room earlier, if this is possible.
- 4.1.4 Vacant rooms must be occupied by 6:00 pm on the agreed date of arrival. After this time, the Hotel can rent the room to anybody else, unless the Guest has a Service guaranteed by the Hotel in accordance with 3.3.3(a) of the GTC.
- 4.1.5 Guests are required on the agreed date of departure, to vacate and leave their rooms at the latest by 11:00 am. After this time, the Hotel can charge up to 50% of the agreed price for the Service in the case of additional use of the room until 6:00 pm, and 100% of the agreed price for the Service thereafter. This charge is levied without prejudice to other forms of compensation to the Hotel, in particular to claims for indemnification.
- 4.1.6 Stays by Guests at Hotel **X-BIONIC@SPHERE** are governed by the Hotel's operating rules and complaint rules, with which Guests are required to comply.
- 4.1.7 Guests are obliged when they arrive at a room to duly inspect it and report any defects, faults or complaints forthwith to an authorized staff member at the Hotel. Likewise, Guests are obliged to report any damage they find in the room or its furnishings.

4.1.8 If the Hotel finds damage in a room at the Hotel after the Guest last staying therein has departed, that Guest shall be obliged to compensate the Hotel in full for such damage.

4.1.9 No Guest is entitled to sublet an assigned room, conference area or any other room without the prior written consent of the Hotel.

4.2. ACCOMMODATION SERVICES – GROUPS OF GUESTS

4.2.1 Groups of Guests are considered to be Guests in a single Reservation with the agreed price who book the accommodation with the same date of arrival and departure, whereas:

- a) the Reservation is made by/arranged by a single entity on their behalf
- b) they are part of the group; however they make the Reservation in their own name and account using the Reservation Form (sent by a Hotel)

Unless not agreed otherwise, the accommodation terms of 4.1 apply to the Groups of Guests.

4.2.2 In the case of group Reservations, the Hotel is entitled to request payment on account/prepayment of up to 100% of the agreed price for Services.

Article V Events

5.1 Unless the event organizer is the Hotel or the Company, any event organizer warrants and is liable for any and all damage caused to the Hotel building and its furnishings and accessories, and all damage caused to the Company by the organizer, participants in the event, visitors therein, the organizer's staff and/or any third party working thereat. The Hotel may request an appropriate guarantee (e.g. insurance, security deposit, warranty, etc.) from the organizer for protection against exposure to risk.

5.2 INTELLECTUAL PROPERTY RIGHTS

5.2.1 In the case of infringement upon third-party intellectual property rights (copyrights and the like) at the event, the Guest shall be required, at the Guest's own expense, to obtain the relevant permits before the event begins and to pay all fees and reimbursements to the applicable collecting societies in accordance with legislation generally binding in the Slovak Republic. If a claim is exercised against the Hotel/Company for the payment of such fees and/or reimbursements, or to be compensated for the damage thereby caused, the event organizer shall reimburse the Hotel/Company for all costs and damages connected therewith.

5.2.2 If there is an obligation to remunerate authors or performing artists for the use of their works or artistic performance based on direct cooperation with the authors or artists at the event, the organizer shall be required to pay such remunerations directly.

5.2.3 If the Hotel/Company guarantees performing artists for an event on behalf of the Guest, the Hotel/Company shall be entitled to transfer the payment of rewards for artistic performances to the Guest and the Guest shall undertake to pay such rewards.

5.3 DECORATION MATERIALS AND EXHIBITION ARTICLES

5.3.1 Decoration materials, exhibition articles and other items belonging to any Guest, not being a hotel guest, are to be kept at event locations at the Guest's own risk. The Hotel assumes no responsibility for loss, destruction or damage to these articles, except in cases of gross negligence or intent by the Hotel.

5.3.2 Any decoration material brought to the Hotel must comply with fire regulations. The Hotel is entitled to demand evidence of official certifications. If the Guest fails to comply with these requirements, the Hotel is entitled to remove and retain these decoration materials at the Guest's expense. Due to potential damage, articles are only permitted to be installed on, or fastened to, walls with the prior written consent of the Hotel.

5.3.3 All exhibition and other articles brought by the Guest or participants in the event must be removed by the Guest immediately after the end of the event. If the Guest fails to remove these articles immediately, the Hotel is entitled to remove and store them at the Guest's expense. If the articles remain in the room(s) where the event is to be held, the Hotel may charge the agreed price for renting the room(s) for the period while these articles remain therein. Such charges shall not prejudice any claim by the Hotel/Company to be indemnified.

5.4 TECHNICAL EQUIPMENT, CONNECTIONS

- 5.4.1 If the Hotel/Company provides, at the Guest's request, technical and other equipment from a third party, such provision will be done in the Guest's name and on the Guest's account. The Guest is responsible for careful handling of the equipment and for its proper return. The Hotel assumes no responsibility for damage caused to third parties, and the Guest undertakes to indemnify the Hotel/Company against all possible claims by third parties.
- 5.4.2 Connecting to the Hotel's electrical grid of electrical equipment belonging to the organizer or a third party approved by the organizer requires the prior written consent of the Hotel. The event organizer is liable in full for failures of, or damage to, the Hotel's technical equipment caused by use of the equipment, save in a case of a breach of obligations by the Hotel. The Hotel may include and change a flat rate for any electricity used to run the equipment.
- 5.4.3 The Guest may use their own telephones, faxes and data transmission equipment with the Hotel's consent. The Hotel may charge a connection fee.
- 5.5 The Guest undertakes to remove all waste in a due and proper manner and in compliance with applicable generally binding legislation after the end of the event.

If the Guest leaves the removal of packing material to the Hotel, the Hotel shall be entitled to charge fees resulting thereof.

- 5.6 In legitimate cases, the Hotel is entitled to shift the event to another location in the same price category.
- 5.7 If the times for starting and ending the event change without the Hotel's prior written consent, the Hotel shall be entitled to charge fees, unless the Hotel is itself responsible for the change in times. If the event lasts past midnight, the Hotel shall be entitled to charge a fee up to €100.00 per person and per hour, including VAT. The agreed number of participants is to be used as the basis for calculating the fee in the preceding sentence.
- 5.8 The Hotel's prior written consent is required for the placement of advertising materials inside the Hotel or on its grounds.

Article VI

Termination of the Agreement by the Guest or the Hotel (Cancellation of Reservation, Withdrawal from the Agreement)

- 6.1 Either the Hotel or a Guest may agree in writing to cancel and terminate of the Agreement.

6.2. WITHDRAWAL BY A GUEST FROM THE AGREEMENT

6.2.1

A. WITHDRAWAL FROM THE AGREEMENT - INDIVIDUAL GUESTS

Unless stipulated otherwise in a separate Agreement, a Guest is entitled to cancel a Reservation (i.e. withdraw from the Agreement), while the Hotel is entitled to charge the Guest any of the following cancellation fees, which the Guest shall be obliged thereafter to pay:

- a) Cancellation of a Reservation for accommodation under 6.2.3 (NON-REFUNDABLE Service) -
 - 100% of the agreed price for Services, anytime
- b) Cancellation of a Reservation for accommodation under 6.2.2 (REFUNDABLE Service)
 - 100% of the agreed price for Services, if less than two (2) days inclusive prior to the agreed date of arrival

B. WITHDRAWAL FROM THE AGREEMENT – GROUPS OF GUESTS

In case of Reservation in accordance with 4.2.1 (b) of GTC

Unless stipulated otherwise in a separate Agreement, the terms and conditions defined in (A) of the 6.2.1. apply.

In case of Reservation in accordance with 4.2.1 (a) of GTC

Unless stipulated otherwise in a separate Agreement, a Guest is entitled to cancel a Reservation (i.e. withdraw from the Agreement) under any of the conditions below, while the Hotel is entitled to charge the Guest any of the following cancellation fees, which the Guest shall be obliged thereafter to pay:

- a) Cancellation of a Reservation for accommodation under 6.2.3 (NON-REFUNDABLE Service) -

- 100% of the agreed price for Services, anytime
- b) Cancellation of a Reservation for accommodation under 6.2.2 (REFUNDABLE Service)
 - up to 42 days before the stipulated date of arrival the Guest may cancel up to 90% of the rooms in the Reservation with no cancellation fee; if more than 90% of the rooms in the Reservation are cancelled within this period, the cancellation fee amounts to 100% of the rate for the agreed Services;
 - Between 41 and 30 days before the agreed date of arrival the Guest may cancel up to 30% of the rooms in the Reservation with no cancellation fee; if more than 30% of the rooms in the Reservation are cancelled within this period, the cancellation fee amounts to 100% of the rate for the agreed Services;
 - Between 29 and 10 days before the agreed date of arrival the Guest may cancel up to 10% of the rooms in the Reservation with no cancellation fee; if more than 10% of the rooms in the Reservation are cancelled within this period, the cancellation fee amounts to 100% of the rate for the stipulated Services;
 - Between 9 and 3 days before the agreed date of arrival the Guest may cancel up to 5% of the rooms in the Reservation with no cancellation fee; if more than 5% of the rooms in the Reservation are cancelled within this period, the cancellation fee amounts to 100% of the rate for the agreed Services;
 - Less than 2 days prior to the agreed date of arrival, 100% of the agreed price for Services.
- C. Unless stipulated otherwise in a separate Agreement, a Guest is entitled to cancel a Reservation (i.e. withdraw from the Agreement), while the Hotel is entitled to charge the Guest any of the following cancellation fees, which the Guest shall be obliged thereafter to pay:
 - Between 8 (eight) and 4 (four) days prior to the agreed date of arrival, 50% of the agreed price for Services
 - Less than 4 (four) days prior to the agreed date of arrival, 100% of the agreed price for Services.
- D. Unless stipulated otherwise in a separate Agreement, a Guest is entitled to cancel a Reservation – event and accommodation, while the Hotel is entitled to charge the Guest the following cancellation fee, which the Guest shall be obliged thereafter to pay:
 - Less than 8 (eight) days prior to the stipulated date of arrival, 90% of the agreed price for Services.

6.2.2 REFUNDABLE Service

Unless stipulated otherwise in a separate Agreement, a Guest is entitled before the expiry of the period in 6.2.1-A(b), 6.2.1-B(b), 6.2.1-C or 6.2.1-D of these GTC to cancel a Reservation (i.e. withdraw from the Agreement) with no obligation to pay a cancellation fee and no claim by the Hotel to be indemnified.

If the Guest has also paid for a Service, the Guest is entitled to a refund of the agreed price for Services already paid from the moment of withdrawal.

6.2.3 NON-REFUNDABLE Service

If the Guest has entered into a Agreement that includes provision of Services with the option of cancelling the Reservation (i.e. withdrawing from the Agreement), but with no refund of the agreed price for Services already paid and:

- a) the Guest has already paid for a Service, the Guest is not entitled to a refund of the agreed price for the Service or any part thereof by the moment of the withdrawing from the Agreement, and the Hotel is entitled to charge a cancellation fee in accordance with 6.2 of the GTC; or
- b) the Guest has not yet paid for the Service, the Hotel is entitled to charge a cancellation fee in accordance with 6.2 of the GTC.

6.2.4 Cancellation fees are payable when the Hotel charges them and has notified the Guest thereof, with provisions of 3.3.6 of the GTC applying *mutatis mutandis*.

6.3 WITHDRAWAL BY THE HOTEL FROM THE AGREEMENT

6.3.1 If it is agreed that the Guest is entitled during the stipulated period to withdraw from the Agreement without paying a cancellation fee, the Hotel may likewise withdraw from the Agreement during this period.

6.3.2 The Hotel is entitled in the cases below to withdraw from the Agreement with immediate effect:

- a) In accordance with 3.3.3 of the Agreement,
- b) If a Guest has outstanding obligations payable to the Hotel arising from the Agreement or GTC, the Hotel is simultaneously entitled also to seek indemnification by the Guest.
- c) In circumstances for which the Hotel is not liable, such as force majeure, and which make performance of the Agreement impossible;
- d) In circumstances where the Hotel is not capable of providing services (over-booking);
- e) Where Services were knowingly reserved with misleading or false information pertaining to the actual Guest or the cause for staying at the hotel;
- f) Where the Hotel has reasonable grounds to believe that use of the Hotel's Services could jeopardize proper operation, safety and the Hotel's reputation among the public, unless such an unfavourable situation is attributable to action taken by the Hotel;
- g) Where the reason for the Guest to stay at the Hotel is illegal;
- h) Where unauthorized letting and subletting of rooms to a third party conflicts with 4.1.9 of these GTC;
- i) Because the Hotel is closed;
- j) When the Hotel cannot guarantee adequate quality accommodation and/or space for an event due to renovation and/or essential repairs at the Hotel;
- k) When a Guest withdraws from part of an Agreement in the case of a combined accommodation and event Agreement;
- l) When enforcement of a judgment or action has been initiated or is being conducted regarding the assets of a Guest or any part thereof and/or enforcement of a decision and/or restructuring and/or declaration of bankruptcy and/or threat or cause for such action to be taken;

6.3.3 Whenever the Hotel withdraws from the Agreement for any of the following causes:

- a) For causes specified in 6.3.1 or 6.3.2 (except for (d)), no claim for indemnification shall be sought against the Guest.
- b) For causes specified in 6.3.2(d), the Hotel shall:
 - (i) provide the Guest with alternative accommodation at a location within 25 kilometres of the Hotel and with the same expected date of arrival; or
 - (ii) Provide the Guest with a discount off the rate for Services when the Guest changes the date of expected arrival; or
 - (iii) Refund to the Guest the price paid for Services.

Article VII Other Points of Agreement

7.1 GUEST'S OWN FOOD AND DRINK

- 7.1.2 Food and drink may only be provided by an entity other than the Hotel or the Company inside the Hotel or on its grounds with the prior written consent of the Hotel. In such a case, the Hotel will charge a corkage fee.
- 7.1.3 The Guest is fully responsible for food and drink brought to the Hotel and for their wholesomeness for human consumption, and the Guest undertakes to indemnify the Hotel/Company against any and all possible claims by third parties.
- 7.1.4 The Hotel assumes no responsibility for the quality of food either taken from the Hotel after the event ends or taken outside of the Hotel for private consumption.

Article VIII Faults in Services and the Guest's Duty of Prevention

- 8.1 Guests are required to report any faults discovered in the Hotel's Services forthwith to the Hotel in order for the Hotel to be able to remove the fault as soon as possible and provide Services in accordance with the Agreement. If the nature of the fault or another serious cause makes removal thereof impossible, the Hotel shall at its own discretion provide a discount off the agreed price for Services and/or provide the Guest with another benefit/Service at no charge.
- 8.2 Guests are obliged to act so as to avoid or avert damage and to intervene therein by means appropriate to the circumstances of the danger.

Article IX
Liability for Damage Caused by the Hotel

- 9.1 The Hotel is responsible for fulfilment of its contractual obligations with due diligence.
- 9.2 Guests are not entitled to compensation for damage caused by their own intentional or negligent conduct.
- 9.3 The Hotel is liable under the Agreement, the GTC and provisions of Sec. 433 et seq. of Act 40/1964 Coll. the Civil Code, as amended, for articles brought into the Hotel or kept therein.

Guests are not entitled to compensation for damage to jewellery, cash and other valuables brought into the Hotel or kept therein which have not been left for safekeeping with the Hotel with confirmation of the same, exceeding the applicable threshold set by the relevant regulation of the Slovak Republic Government. However, if damage to such articles is caused by anyone working at the Hotel, the Guest shall be reimbursed therefore without limitation.

- 9.4 Provision of a place to keep articles in the Hotel parking area does not constitute an agreement on safekeeping.
- 9.5 Guests must exercise without undue delay the right to be compensated for damage to articles brought into the Hotel or kept therein. Such a right shall lapse unless it is exercised no later than the fifteenth (15th) day subsequent to the date when the Guest has become aware of the damage. If the Guest files a claim to be indemnified within the Hotel and the Hotel voluntarily fails to comply therewith, the Guest shall then be entitled to proceed in accordance with generally binding legislation.

Article X
Special Provisions for Distance Agreements concluded by Consumers

- 10.1 If a Consumer enters into a Distance Agreement, the following shall apply:
- a) The Consumer is entitled to withdraw from the Agreement without cause either in written correspondence or by e-mail within 14 (fourteen) days from the date of concluding the Agreement, where the deadline for withdrawal therefrom remains unchanged even if the Consumer sends notice of withdrawal from the Agreement before the period expires for withdrawal therefrom;
 - b) The Consumer may use the withdrawal form in Annex 1 to the GTC if he or she intends to withdraw from the Agreement.
 - c) The Hotel is required without undue delay, although no later than 14 (fourteen) days from having received notice about withdrawal from the Agreement, to refund to the Consumer all payments which have been received from the Consumer pursuant to the Agreement or in connection therewith, **without prejudice to the provisions of 6.2.3 of the GTC.**
- 10.2 If provision of a Service under the Agreement should commence before the deadline for withdrawal therefrom or if the Consumer requests the provision of a Service before the deadline for withdrawal from the Agreement, the Hotel shall thereby:
- a) instruct the Consumer that by granting consent to commence providing the Service before the deadline for withdrawal from the Agreement, the Consumer will forfeit the right to withdraw from the Agreement after full provision of the Service; and
 - b) The Consumer expressly consents to commence provision of the Service before the deadline for withdrawal from the Agreement, declaring that he or she has been duly instructed in accordance with (a).
- 10.3 The Consumer acknowledges that he or she will forfeit the right to withdraw from the Agreement after full provision of the Service and be obliged to pay the price for actual provision thereof in the following cases:
- a) If the Consumer enters into a Agreement wherein he or she requests provision of Services during the fourteen-day period for withdrawing from the Agreement commencing upon conclusion of the Agreement;
 - b) If the provision of Services commences with the Consumer's express consent and the Consumer declares that he or she has been duly instructed about forfeiting his or her right to withdraw from the Agreement after full provision of the Service by having declared such consent.

Article XI Closing Provisions

- 11.1 Only written amendments to the Agreement and GTC are valid. The procedure for amending the GTC is governed by Article 1, Paragraph 1.2.3 hereof.
- 11.2 The place of fulfilment and payment is the registered office of the Company operating the Hotel.
- 11.3 The Company operating the Hotel and the Guest agree to communication between them and the serving of written correspondence as follows:
- a) Personally, or through the post – to the address of the registered office entered in the applicable commercial register or other register, or to the permanent address;
 - b) Electronic mail (email) – to the address mentioned by the Hotel and the Guest
- Documents/notices are considered to have been properly served: (i) in the case of e-mailed documents/notices, at the moment when confirmation is generated by the device through which the document/communication has been sent; (ii) when posted, on the seventh (7th) day subsequent to the date of dispatch of registered post with a form for acknowledgement of receipt; or (iii) in person, on the date of acceptance or refusal by the addressee.
- Both the Hotel and the Guest are required to notify each other immediately of any changes.
- 11.4 All disputes arising out of, or in relation to, the Agreement and/or GTC, including disputes about the validity, interpretation and termination of the Agreement and/or GTC, which are not resolved by mutual agreement, will be decided by the competent court of jurisdiction in the Slovak Republic.

In resolving disputes, Consumers are entitled to alternative dispute resolution, which is in cases governed by these GTC the Slovak Trade Inspection. Consumers are entitled to resolve disputes through the online alternative dispute resolution system at <http://ec.europa.eu/odr>.

- 11.5 Legal relationships not expressly addressed in the Agreement and/or GTC are governed solely by the laws of the Slovak Republic, namely:
- a) by the provisions of civil law of the Civil Code in the relationship to the Consumers;
 - b) by the provisions of commercial law of the Commercial Code in the relationship to the Guests and by other generally binding legal regulations.

In the case of differences between the provisions of the Agreement and/or GTC and default provisions of generally binding regulations, the provisions of the Agreement and GTC shall prevail in the order so indicated. The UN Convention on Agreements for the International Sale of Goods (Vienna, 1980) and conflict of laws do not figure in the legal relationship established by the Agreement and/or GTC.

The Agreement, GTC, and the laws of the Slovak Republic, in the order given, shall always prevail over any of the Guest's general business terms and conditions.

- 11.6 The Company protects the personal data of Guests who are natural persons in accordance with Act 122/2013 Coll. on Protection of Personal Data and on amendment of certain laws, as amended by Act 84/2014 Coll. Further information is provided to Guests about the processing of their personal data in the Hotel X-BIONIC@SPHERE Data Protection and Privacy Policy, which is posted on the Hotel's website at www.xbionicsphere.com/hotel.
- 11.7 The GTC have been drafted and are published in Slovak and English. In the event of differences between the two language versions, the Slovak version shall prevail.
- 11.8 Should any individual provisions of the Agreement or individual provisions of these GTC be or become invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of relevant Agreements and the GTC.

Disclosed on the Company's web portal on 31 March 2017 along with the instructions

Šamorín, valid and effective as of 1 May 2017

ANNEX 1:

FORM FOR THE CONSUMER'S WITHDRAWAL FROM A AGREEMENT

(Please complete and return this form only if you are a Consumer and wish to withdraw from a Agreement)

To: **X-BIONIC® SPHERE, a.s.**, Registered Office: Dubová 33/A, 931 01 Šamorín, ID: 46 640 134, incorporated in the Commercial Register of the District Court Trnava, Section: Sa, Insert No. 10684/T (hereinafter referred to as the “**Company**”) operating **Hotel X-BIONIC® SPHERE**

I/we* hereby give notice of my/our* withdrawal from the Agreement for provision of the following service*:

.....

Order date/date received*.....

First and last name of Consumer/Consumers*.....

Address of Consumer/Consumers*.....

Signature of Consumer/Consumers* (only if the form is going to be submitted on paper).....

Date:

***CROSS OUT AS APPROPRIATE.**