

GENERAL TERMS AND CONDITIONS OF X-CARD CUSTOMER PROGRAM

1. Preamble

- 1.1** The General Terms and Conditions of the X-CARD Customer Program are issued in accordance with legal regulations applicable in the territory of the Slovak Republic by **X-BIONIC® SPHERE a.s.**, with its registered office in Dubová 33/A, 931 01 Šamorín, Company ID number: 46 640 134, registered in the Commercial Register maintained by the District Court Trnava, Section: Sa, File No. 10684/T (hereinafter the “**XBS**”);
- 1.2** The General Terms and Conditions of the X-CARD Customer Program (hereinafter also “**GTC**”) regulate in detail the mutual rights and obligations between the member of the program, i.e. a program member who has an X-CARD account (hereinafter the “**Program Member**”) and XBS under the X-CARD Customer Program (hereinafter the “**Program**”), in particular the conditions of registration for Program Members, conditions for issuing X-CARD, issuing subordinate technical media, their use in XBS establishments and facilities, conditions for the purchase of goods and services, conditions for replenishing and using the credit and obtaining the bonus credit.
- 1.3** The General Terms and Conditions of the program also regulate the contractual relations between XBS as the seller and a Program Member as the buyer, established under the purchase agreement concluded pursuant to Act No. 40/1964 Coll. Civil Code, as amended, and the purchase agreement concluded at a distance via the website www.x-bionicsphere.com and the X-CARD application (hereinafter the “**Agreement**”) according to the generally binding consumer protection legislation between XBS as the seller and a program member as the buyer.
- 1.4** The program is based on the principle of using the credit specified in more detail in Article 5 of the GTC. The replenished credit may then be used by the Program Member at his/her own discretion in accordance with the GTC. X-CARD is the technical medium with the authorization element, through which the registered program member and the holder of the subordinate technical medium uses the credit for the purchase of selected goods and/or services in selected XBS premises and facilities and the special X-BIKE application; X-CARD is portable and is equipped with a unique number (hereinafter referred to as “**Technical Medium**”).
- 1.5** Purchase of selected goods and/or services in the customer profile at www.x-bionicsphere.com and/or in the X-CARD mobile application via a pre-paid credit may only be used by a registered program member. The purchase of selected goods and/or services at selected XBS premises and facilities through pre-paid credit may be used by a registered Program Member and any holder of a subordinate Technical Medium.
- 1.6** A Program Member can also use the X-BIKE service through the X-BIKE application as part of using the goods and services. Details and conditions of providing the X-BIKE service and use of the X-BIKE application are regulated by the General Terms and Conditions of X-BIKE bikesharing issued by X-BIONIC® SPHERE a.s., (hereinafter also the “**X-BIKE GTC**”) published [HERE](#).

2. Membership in the Program and Technical Medium

- 2.1** A natural person qualified for legal acts who has registered his/her membership in the program in accordance with the provisions of par. 2.2 of the GTC and meets the following conditions for membership in the program may become a Program Member. Each natural person can have only one membership in the program. Other natural persons who legitimately (based on a voluntary decision of a Program Member) use the Technical Medium of a Program Member or holders of a subordinate Technical Medium are not members of the program, but these natural persons are subject to these GTC, to the extent that they apply, unless expressly stated otherwise. The holder of the subordinate Technical Medium is entitled to purchase selected goods and/or services and replenish credit at XBS establishments, not on-line or via the application, and use the bonus credit in accordance with the provisions of par. 5.2 of the GTC.

- 2.2 Membership in the program** is established:
- 2.2.1 in the case of on-line registration - by sending a correctly and completely** filled in registration form published on the website www.x-bionicsphere.com and at the same time expressing consent to the GTC, consent to sending electronic invoices according to Section 71, par. b) of Act No. 222/2004 Coll. on value added tax, as amended (hereinafter the “**VAT Act**”), or
 - 2.2.2 in the case of registration in person at XBS establishments - by submitting a correctly and completely** filled in registration form for membership in the program in printed form, at any XBS reception and at the same time expressing consent to GTC and consent to sending electronic invoices according to Section 71, par. b) of the VAT Act;
 - 2.2.3 in the case of on-line registration via X-CARD Application - by sending a correctly and completely** filled in registration form published in the X-CARD Application and at the same time expressing consent to the GTC, consent to sending electronic invoices according to Section 71, par. b) of Act No. 222/2004 Coll. on value added tax, as amended (hereinafter the “**VAT Act**”).

A member of the program has the opportunity to provide, at his/her discretion, XBS with consent to the processing of personal data for specified purposes, which it may revoke at any time by logging in to its X-CARD Account at www.x-bionicsphere.com. For the purposes of using the X-BIKE service and the X-BIKE application, the management of personal data is governed by the X-BIKE GTC and the Privacy and Personal Data Protection Policy for X-BIKE bikesharing, which are published [HERE](#).

- 2.3** In all cases of registration (on-line, via the application or in person at the XBS establishment), a customer profile will be created for the Program Member and e-mail will be sent to verify his/her e-mail address. Program Member is asked to set a password and check their personal information. This will make his/her Customer Account active. After successful registration, an activation message will be sent to the Program Member at the email address listed on the registration form, which will include a customer number (six-digit number). Program Member will receive the Technical Medium immediately upon registration at the establishment. When registering on-line or via the X-CARD Application, a Program Member will pick up the Technical Media at any XBS reception on the next visit, and when picking it up, he/she will prove his/her customer number.
- 2.4** The login name to the X-CARD Account is the e-mail address of the Program Member. The login password is set manually by the Program Member when activating his/her Account. These data are valid until the termination of membership in the program, unless otherwise provided in the GTC. If a Program Member forgets his/her password, he/she can request a password reset via website www.x-bionicsphere.com or X-CARD mobile application.
- 2.5** Technical Medium is an identifier not bearing the name of the Program Member, which the Program Member receives after registration of membership according to par. 2.2 / 2.3 of the GTC at XBS establishment and/or after registration of holders of subordinate Technical Media according to par. 3.7 at XBS establishment.
- 2.6** Technical Medium is never sent to the Program Member. Program Member is obliged to always pick it up in person at any XBS reception. The subordinate Technical Medium for the holder of the Technical Medium is entitled to pick it up in person and pick it up at the XBS reception exclusively by the relevant Program Member. In case of a request of a Program Member for a special (other than basic plastic) Technical Medium / special subordinate Technical Medium (other than basic plastic), such carrier will be provided for consideration of EUR 5,- incl. VAT.

3. X-CARD Account

- 3.1** Each Program Member older than 15 years of age is provided with a personal X-CARD Account/ Customer Account (hereinafter the “**Account**” or “**Main Account**”) as a part of the Program.

- 3.2** Only the Program Member has access to his/her account on the website www.x-bionicsphere.com or in the X-CARD mobile application after entering the correct login e-mail and password.
- 3.3** Program Member is required to report a change in the email address only through the X-CARD Customer Centre by sending an email to x-card@x-bionicsphere.com.
- 3.4** The Account enables the Program Members to manage the subordinated Technical Media for the given Account in the program in accordance with par. 3.6 of the GTC.
- 3.5** Age limits of Program Members and holders of the subordinate Technical Medium in the program:
- 3.5.1** 0-14 years (the last day of the fourteenth year of life inclusive); The holder of the subordinate Technical Medium in this age limit has his subordinate Technical Medium assigned to the Account of for example his/her legal representative.
- 3.5.2** 15 years and over (calculated from the first day of reaching the age of fifteen). A natural person in this age limit may has his/her own account (Program Member) or may have a subordinate Technical Medium associated with the Main Account (subordinate Technical Medium holder).
- 3.6** Each Program Member can register and include a maximum of five (5) subordinate Technical Media held by the persons specified in the registration form by the date of birth. Program Member may manage all subordinated Technical Media that have been issued to his/her Account/Main Account. Only the Program Member as the Main Account holder has access to the Program Member's profile at www.x-bionicsphere.com and the X-CARD mobile application.
- 3.7** The registration of the holder of the subordinate Technical Medium can be performed as follows:
- 3.7.1** directly in the establishment during the registration of the Program Member,
- 3.7.2** by logging in to your customer profile on-line via the website www.x-bionicsphere.com
- 3.7.3** or via the X-CARD mobile application.
- 3.8** The subordinate Technical Medium does not have a separate Account in the Program. Payment transactions for the purchase of goods and/or services at XBS establishments through the subordinate Technical Medium are recorded and the credit is deducted automatically from the residual credit of the Program Member who registered the subordinate Technical Medium.
- 3.9** In case the holder of the subordinate Technical Medium is interested in being sent information on transactions, purchased goods and services, as well as marketing materials, he/she will provide XBS with his/her e-mail address by sending an email to: x-card@x-bionicsphere.com.
- 3.10** Program Member may at any time check the history of all purchases made (on-line and off-line credit transactions, including credit top-ups) paid through Technical Media or on-line, in the Transactions section of the Customer Account/Account profile.
- 3.11** Program Member can also log in to a special X-BIKE application with his/her Account/Main Account login details valid for the program. However, the X-BIKE application via the login data valid for the X-CARD program is only available to Program Members who are holders of the Main Account.
- 4. Card Handling**
- 4.1** Program Member and the holder of the subordinate Technical Medium is obliged to use the Technical Medium / subordinate Technical Medium in accordance with the GTC and to carry it physically with him/her. Validity of the Technical Medium/subordinate Technical Medium is not limited in time, but expires on the day of termination of the Member's membership in the Program in accordance with the GTC.

- 4.2** Upon termination of membership in the Program, an XBS Member Program shall be liable for any damage caused to XBS as a result of the unauthorized use of the Technical Media and undertakes to indemnify XBS in its entirety.
- 4.3** In order to verify the identity of the Program Member or the holder of the subordinate Technical Medium, the Program Member undertakes to cooperate with XBS, in particular to present a valid identification document upon receipt of the Technical Medium and/or subordinate Technical Medium at the XBS reception (e.g.: ID card, passport) to the appropriate XBS employee to verify the identity of the Program Member. In the event of a refusal to prove the identity of a Program Member by presenting his/her valid identification document, XBS reserves the right not to provide the Technical Medium to the requester at his/her request.
- 4.4** In the event that a Program Member/holder of a subordinate Technical Medium does not have a Technical Medium with him/her when purchasing goods or services at selected XBS premises and facilities, he/she is not entitled to pay with X-CARD and is not entitled to set-off the purchased goods and/or services against the total monthly consumption, and thus loses the right to receive a bonus credit for such purchase.

5. Credit and Rules of its Application

- 5.1** The Program Member is entitled to replenish his/her account with credit immediately after the successful registration and activation of the X-CARD Account, in the form of funds from a payment card or in cash, which are credited to the account in EURO (hereinafter the "Credit"), and by purchasing it at www.x-bionicsphere.com, via the X-CARD mobile application or at a selected XBS establishment. The credit can be used to pay for the purchase of selected goods and/or services on the website www.x-bionicsphere.com and for selected goods and/or services via the X-CARD mobile application and/or for selected goods and/or services at selected premises and facilities operated by XBS via a valid Technical Medium. Program Member is the exclusive owner of the credit - all funds in the Account of the Program Member for the duration of the membership of the Program Member. Each holder of a subordinate Technical Medium acknowledges that the sole owner of all funds in the Account of the Program Member, i.e. the credit on the Account, including funds/credit, which was charged to the account of the Program Member also by the holder of the subordinate Technical Medium, is exclusively a Program Member.
- 5.2** For every EUR 100 drawn-down by a Program Member or holder of a subordinate Technical Medium (payment for selected XBS goods or services) during one calendar month, the Program Member always receives the relevant multiple of the bonus credit of EUR 20 in the following calendar month. The bonus credit will be added to the residual credit of the Program Member's Account no later than five calendar days of the following calendar month. On the XBS website and in the X-CARD application, the credit balance on the Customer's Account can be checked by the Program Member in the Profile section. In the event that within one calendar month there is a drawdown (i.e. payment for selected goods and services) and at the same time also return of the payment for goods and services by crediting the amount to the Account due to withdrawal from the Agreement, the amount in question is not included in the amount of the "credit drawn down" and there is not entitlement to bonus credit for it. However, the provision of par. 5.2 of these GTC does not apply in the case of using the services in the X-BIKE application. Payment terms and conditions for the use of X-BIKE services and applications, as well as cancellation conditions in the case of the use of X-BIKE services and applications, are governed by special [X-BIKE GTC](#).
- 5.3** Validity of the credit is not limited in time, but may be limited by the termination of membership in the program. The credit cannot be exchanged for cash. Funds in the form of credit on the account will not bear any interest. The credit can be transferred to another Program Member, upon the request of the Program Member to cancel the membership in the program and to transfer the credit replenished on the X-CARD to another existing Member of the X-CARD Program.

- 5.4** The amount of credit is not limited, but must be expressed as a positive number. Program Member/holder of the subordinate Technical Medium is entitled to replenish the amount of credit in cash or by payment card at any time during each visit to XBS. Only Program Member is authorized to replenish credit on-line or via the X-CARD mobile application (refilling credit).
- 5.5** Program Member/holder of a subordinate Technical Medium is entitled to use the credit for the purchase of selected goods and/or services in XBS during the entire period of membership of the Program Member, unless otherwise stated in the GTC.

If the price of the service / goods is lower than the amount of credit on the account, the unused credit remains on the Account for further use. If the price of the service/goods is higher than the amount of credit on the Account, the Program Member/holder of the Technical Medium is obliged to first add/refill the credit to the Account, then make a payment or pay for the selected goods/services by other means than using the Technical Medium, i.e. in cash or non-cash by another means of payment, otherwise the service/goods will not be provided to him/her. When paying the price for a selected goods/service, he/she is not allowed to combine payment using a Technical Medium with another payment method.

In case of purchase of goods or services at the XBS establishment, the Program Member and/or the holder of the Technical Medium will receive a non-tax document immediately after payment and then the relevant tax document will be delivered to the Program Member's e-mail, except for the selected XBS establishment (hotel reception, payment for accommodation), on which a tax document will be issued when purchasing goods or services, and subsequently a notification of a change in the Account credit will be delivered to the e-mail of the Program Member. When paying with credit at the XBS establishment, the Program Member/holder of the subordinate Technical Medium will use the Technical Medium to pay the selected price of goods and/or services offered by XBS.

- 5.6** Payment by credit can also be made on the website www.x-bionicsphere.com and via the X-CARD mobile application according to Article 6 of the GTC.
- 5.7** The credit charged to the X-CARD cannot be exchanged for cash, except in cases where the Program Member or the holder of the subordinate Technical Medium makes a complaint about the X-CARD service according to par. 5.10 to 5.15 of these GTC, a credit balance on the card according to point 5.9 of these GTC or a complaint concerning goods and/or services purchased using the X-CARD according to par. 6.8 of these GTC. Credit replenished on X-CARD can be transferred to another Program Member, based on the Program Member's request to cancel the Program Membership and request to transfer the credit refilled on X-CARD to another existing Program Member and with the consent of the other Program Member to whose account the credit refilled to the X-CARD is to be transferred. The sample application for cancellation of participation in the program and the transfer of the X-CARD credit to another existing Program Member forms Annex no. 2 to these GTC and you can also find it [HERE](#).
- 5.8** Program Member and a holder of a subordinate Technical Medium older than 15 years (in the case of a holder under 14 years of age - a Program Member to whose Account his/her subordinate Technical Medium is assigned) is obliged to check the receipt issued by the cash register as well as the purchase receipt via X-CARD at the time of its issue. Subsequently raised complaints for possible inaccuracies in these accounting documents will not be accepted.
- 5.9** In the event of a complaint concerning the credit balance on the Account, the Program Member is obliged to submit a reliable accounting document, and in the event of a complaint concerning the credit balance, the Program Member proceeds in accordance with par. 5.11 to 5.15 of these GTC. Complaints concerning X-BIKE services and applications are governed by [X-BIKE GTC](#) and the Rules of Complaint Procedure incorporated in [X-BIKE GTC](#). Complaints about specific services and goods are governed by the Rules of Complaint Procedures of individual establishments.

- 5.10** If the X-CARD cannot be used for its purpose, i. e. for the purchase of goods and/or services or the X-CARD shows other signs of a defect which the Program Member or the holder of the subordinate Technical Medium did not cause by his/her own intentional or unintentional conduct and was not caused by improper or incorrect use of the X-CARD, the Program Member or the holder of the subordinate Technical Medium is entitled to assert his/her legitimate claims in the form of an X-CARD complaint, in accordance with the procedure under par. 5.11 to 5.16.
- 5.11** A Program Member or the holder of a subordinate Technical Medium is entitled to file a complaint according to the conditions of the GTC, always in person and in writing in each XBS establishment or by email to: reklamacie.x-card@x-bionicsphere.com.
- 5.12** XBS shall issue to the Program Member or the holder of the subordinate Technical Medium, who has file complaint pursuant to these GTC, upon filing a complaint the confirmation of the complaint, whereby in the case of a complaint made in person at the XBS establishment, XBS shall issue a written confirmation, and in the case of a complaint made by email according to par. 5.11, a confirmation of the claim shall be sent to the Program Member or the holder of the subordinate Technical Medium at the email address from which the complaint has been made.
- 5.13** XBS will handle the complaint in writing or by email within 30 (in words: thirty) days from the date of its receipt in accordance with the provisions of Section 18 of Act No. 250/2007 Coll. on consumer protection, as amended ,and according to the conditions set out in these GTC (clauses 5.9, 6.8 and this Article of the GTC).
- 5.14** Program Member has the following rights in the event of a complaint:
- a. if concerning a defect that can be rectified, the Program Member has the right to have it rectified free of charge, in a timely and proper manner. XBS is obliged to eliminate the defect without undue delay. Program Member may, instead of rectifying a defect, request the replacement of an X-CARD, provided that XBS does not incur disproportionate costs due to the severity of the defect. XBS has the right to always provide a new X-CARD to a Program Member instead of removing the defect, unless this causes serious difficulties for the Program Member.
 - b. if concerning a defect which cannot be rectified and which prevents the X-CARD from being used properly as without a defect, the Program Member has the right to replace the X-CARD or has the right to withdraw from the Agreement. The same rights pertain to the Program Member in the case of remediable defects, but the Program Member cannot properly use the X-CARD due to the recurrence of the defect after repair or due to a larger number of defects.
- 5.15** In the event of a complaint, the Program Member shall state which of the rights pursuant to par. 5.14 of these GBTC he/she is interested in asserting. At the same time, a Program Member may exercise his/her right to file a complaint to the supervisory authority pursuant to par. 6.8.3 of the GTC.
- 5.16** Complaints under this article of the GTC may also be made by the holder of the subordinate Technical Medium, but only in relation to defects that occurred on his/her subordinate Technical Medium. However, the holder of the subordinate Technical Medium does not have the right to withdraw from the contract in the cases referred to in par. 5.14.

6. Purchase Agreement Concluded Remotely

- 6.1** Ordering goods/services: The purchase of selected goods/services offered on the website www.x-bionicsphere.com and via the X-CARD mobile application is made through an order with the obligation to pay in advance the price depending on the specific selected goods/services. The Agreement is considered concluded at the moment of payment of the purchase price. Subsequently, the XBS Program Member will be sent a confirmation of purchase of goods/services, which meets the requirements of the tax document and the requirements required by generally binding consumer protection legislation, to the e-mail

address of the Program Member entered during registration. The purchase of the X-BIKE service/services, the use of the X-BIKE application and the use of the X-BIKE services are governed by the [X-BIKE GTC](#), published [HERE](#).

6.2 Payment of the purchase price of the ordered service / goods can be made by the Program Member at www.x-bionicsphere.com and via the mobile application with funds from the purchased credit according to Article 5 of the GTC, while the selected amount of the purchase price will be withdrawn from the Account. Program Member may use this payment method only up to the amount of the current credit balance of his/her Account. In the event that a Program Member purchases through a mobile application the service of automatic entries, the purchase process is governed by the provisions of this Article of the GTC, provided that they are not used on the same day, the purchase of the service will be cancelled after this calendar day and funds in the amount equal to the price of unused automatic entries will be credited to the Program Member within 3 business days at the latest.

6.3 Delivery of goods/services is governed by the GTC of the resort or the relevant XBS regulations and applicable legal regulations.

6.4 Withdrawal from the Agreement in case of purchase of services at www.x-bionicsphere.com :

6.4.1 Program Member

- a) is entitled to withdraw from the Agreement without giving a reason in writing or by e-mail within 14 calendar days from the date of conclusion of the Agreement, but no later than 48 hours before the date of provision of services; the withdrawal period is maintained if the Program Member sends a notice of withdrawal no later than the last day of the withdrawal period;
- b) may, upon withdrawal from the Agreement, use the withdrawal from forming Annex no. 1 to the GTC.
- c) XBS is obliged to proceed according to par. 6.7 of the GTC;

Program Member acknowledges and agrees that in the event of withdrawal from the Agreement less than 48 hours before the date of provision of services, the purchase price paid for the services is non-refundable.

6.4.2 Notwithstanding the provisions of par 6.4.1, if the service is to be provided under the Agreement before the withdrawal period or if a Program Member requests the service before the withdrawal period, XBS shall:

- a) inform the Program Member of losing the right to withdraw from the Agreement after the full provision of the service by giving consent to the commencement of the provision of the service before the expiry of the withdrawal period, and
- b) the Program Member expressly agrees to the start of the provision of the service before the expiry of the withdrawal period and declares that he/she has been duly instructed in accordance with par.
 - a) of this Article.

Program Member acknowledges that he/she loses the right to withdraw from the Agreement after the full provision of the service and is obliged to pay the price for the actual performance, namely:

- a) if a Program Member concludes the Agreement in which he/she has requested the provision of services within a 14-day period for withdrawal from the Agreement beginning with the conclusion of the Agreement,
- b) if the provision of the service has begun with the express consent of the Program Member and the Program Member has stated that he/she has been duly informed about the fact that by expressing this consent he/she loses the right to withdraw from the Agreement after the full provision of the service.

6.5 Withdrawal from the Agreement in case of purchase of goods at www.x-bionicsphere.com :

6.5.1 Program Member

- a) is entitled to withdraw from the Agreement without giving a reason in writing or

by e-mail within 14 calendar days from takeover of the goods; the withdrawal period is maintained if the Program Member sends a notice of withdrawal no later than the last day of the withdrawal period;

- b) may, upon withdrawal from the Agreement, use the withdrawal from forming Annex no. 1 to the GTC.
- c) XBS is obliged to proceed according to par. 6.7 of the GTC;

6.5.2 Program Member may withdraw from the Agreement, the subject of which is the delivery of goods even before the beginning of the period for withdrawal from the Agreement.

6.6 When exercising the right to withdraw from the Agreement according to par. 6.4 or 6.5 of the GTC, the Program Member:

- a) may inform XBS of his/her decision to withdraw from the Agreement (i) by a clear written statement or by means of a completed sample form for withdrawal from the Agreement, which forms Annex No. 1 of the GTC, to be sent by post to the address of XBS. Subsequently, the Program Member will be delivered a confirmation of receipt of the withdrawal to the e-mail address of the Program Member specified in the Account.
- b) may inform XBS of his/her decision to withdraw from the Agreement (i) by a clear written statement or by means of a completed sample form for withdrawal from the Agreement, which forms Annex No. 1 of the GTC, also electronically from the e-mail address of the Program Member listed in the Account to the email address: odstupenie@x-bionicsphere.com If a Program Member uses this option, XBS will confirm receipt of the withdrawal from the Agreement immediately after its acceptance by e-mail to the e-mail address specified in the Account.

The withdrawal period is considered to have been observed if the notice of withdrawal was sent to XBS no later than the last day of the period. The burden of proving the exercise of the right of withdrawal lies with the Program Member. XBS reserves the right to assess the relevance of the withdrawal notice/form delivered by the Program Member.

6.7 By withdrawing from the Agreement according to par. 6.4 or 6.5 of the GTC, this Agreement is cancelled from the beginning. XBS shall, without undue delay, no later than 14 days from the date it receives the notice of withdrawal, return to the Program Member all payments received from him/her under or in connection with the Agreement (including transport costs, postage) and credit note, unless specified otherwise. Payments will be refunded to the Program Member in the same manner as used by the Program Member in paying the purchase price, i.e. by crediting to the Account. Program Member acknowledges that upon withdrawal from the Agreement pursuant to par. 6.5 of the GTC, XBS as the seller is not obliged to return these payments before the goods are delivered to him or until the Program Member proves XBS sending the goods back to XBS, unless XBS suggests that the goods should be picked up in person or through an authorized person. Program Member is obliged to return, or send the goods back no later than 14 days from the date of withdrawal from the Agreement to the address of XBS. The time limit is considered to have been observed if the goods were sent to XBS no later than on the last day of the time limit. Upon withdrawal from the Agreement pursuant to par. 6.5 of the GTC, the Program Member shall bear the costs of returning the goods to XBS. The Program Member is obliged to return the goods undamaged, unworn and in undamaged packaging, unless otherwise provided in the special general terms and conditions for individual services used by the Program Member within the X-CARD Program (eg X-BIKE GTC, etc.).

6.8 Rules of Complaint Procedure for purchases are available at www.x-bionicsphere.com:

6.8.1 Complaints concerning services purchased at www.x-bionicsphere.com are governed by the currently valid Rules of Complaint Procedures of individual XBS establishments according to the purchased services or other general terms and conditions.

6.8.2 Complaints concerning X-BIKE services are governed by a special rules of complaint procedure for X-BIKE, which is included in [X-BIKE GTC](#).

6.8.3 If a Program Member - consumer, a natural person who does not act within the scope of

his/her business activities, employment or profession in concluding and fulfilling the consumer agreement, is not satisfied with the way XBS as the seller handled his/her complaint or believes that XBS violated his/her rights, the Program Member has the right to contact XBS as the seller with a request for redress. If XBS responds to the Program Member's request pursuant to the previous sentence in a negative manner or does not respond to such a request within 30 days from the date of its submission to the Program Member, the Program Member has the right to file a motion to initiate alternative dispute resolution under Section 12 of Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes and on Amendments to Certain Laws. The competent entity for the alternative resolution of consumer disputes with XBS as the seller is a) the Slovak Trade Inspection, which can be contacted for this purpose at the Central Inspectorate of SOI, Department of International Relations and ADR, Prievozská 32, post office box 29, 827 99 Bratislava or electronically at ars@soi.sk or adr@soi.sk or b) another relevant authorized legal entity registered in the list of entities for alternative dispute resolution maintained by the Ministry of Economy of the Slovak Republic (the list of eligible entities is available at www.mhsr.sk, while the Program Member has the right to choose, to which ADR entity he/she will turn. For alternative resolution of his/her consumer dispute, a Program Member may use the on-line ADR platform available at http://ec.europa.eu/consumers/odr/index_en.htm. More information on alternative dispute resolution can be found on the website of the Slovak Trade Inspection Authority: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebiteľskych-sporov.soi>.

6.9 In the case of an on-line reservation of a selected XBS product or service without the obligation to pay its purchase price, the Agreement does not arise and the Program Member will receive a confirmation of the reservation of the goods or service by e-mail.

7. Loss, theft and damage of the Technical Medium and issue of a replacement medium

7.1 Technical Medium is provided:

- a) to a Program Member at his/her request,
- b) in accordance with the provisions of par. 3.6 of the GTC.

7.2 Program Member/holder of the subordinate Technical Medium is obliged to protect the issued Technical Medium from its loss, damage or destruction. He/she is obliged to ensure that the carrier does not fall into the hands of an unauthorized person.

7.3 XBS is not responsible for the use of the credit by an unauthorized person, i.e. a person who is not a Program Member or the holder of a subordinate Technical Medium, e.g. in case of loss or theft of the Technical Medium/subordinate Technical Medium

7.4 The Program Member/holder of the Technical Medium is obliged to report the loss, theft or damage of the Technical Medium without undue delay by telephone on the line: +421 313 262 622 or by e-mail x-card@x-bionicsphere.com. Upon receipt of the notification, XBS will block the medium immediately.

7.5 In the event of loss, theft or damage to a Technical Medium, a Program Member may request the release of a new medium directly at the one of the XBS receptions. After verification of the identity of the Program Member in the system and blocking of the original Technical Medium, a new Technical Medium will be issued to the Program Member in the manner according to par. 2.8, its issue will be charged with the amount of EUR 5 incl. VAT and this fee cannot be paid using X-CARD.

7.6 In the event of loss, damage or theft of the Technical Medium, the Program Member will receive a new medium only with the amount of credit determined on the day of blocking the medium according to par. 7.4. of this Article of the GTC.

7.7 By issuing a replacement Technical Medium, all registered records and settings on the Account

of the Program Member remain valid and the new medium is assigned to the Account as currently the only valid one.

7.8 Program Member is not entitled to any financial or non-financial compensation for credit drawn by an unauthorized person on the date of blocking the medium by XBS.

7.9 XBS is entitled to take the Technical Medium from a person who uses it without authorization (especially in violation of the GTC). In such a case, XBS reserves the right to decide on further action.

8. Account Blocking and Termination of Membership in the Program

8.1 In the event that the Program Member/holder of the subordinate Technical Medium violates any provision of the GTC, in particular the use of the Technical Medium in violation of the GTC, or based on other facts stated in the GTC, XBS is entitled to block the Program Member's account, even without prior notice. XBS reserves the right to unblock a Program Member's Account at any time.

8.2 Membership in the program expires upon:

8.2.1 termination of membership in the program according to par. 8.5 of the GTC;

8.2.2 termination of the program based on an XBS decision;

8.2.3 XBS decision on the immediate termination of membership in accordance with par. 8.4 of the GTC

8.2.4 death/declaration that the Program Member is dead, by proving this fact to XBS by credible death certificate or other public deed/document. In such a case, after checking the reported facts, XBS will immediately block the Program Member Account, including all subordinate Technical Media associated with the Program Member Account.

8.2.5 the moment of transfer of the credit refilled on the X - CARD to another existing Program Member as stated in par. 8.6 of these GBTC.

8.3 The participation of the holder of the subordinate Technical Medium in the program expires:

8.3.1 by cancelling your participation upon notification by a Program Member through the XBS Customer Centre, which will deactivate the subordinate Technical Medium, or

8.3.2 on-line by cancelling the participation of the holder of the subordinate Technical Medium in the program by a Program Member or

8.3.3 upon termination of membership of the Program Member.

Upon termination of the participation of the holder of the subordinate Technical Medium in the program, the subordinate Technical Medium is also deactivated, while XBS also acquires the right to take this medium away from the relevant person.

8.4 Membership in the program expires upon:

a) on the date of XBS's decision based on the finding that the Program Member/holder of the subordinate Technical Medium misused the benefits provided by the program or otherwise violated these GTC or violated the Terms and Conditions of any XBS goods or services or provided false information in the application for registration; the Program Member will be notified immediately by email of the blocking of his/her Account and will receive an e-mail from the XBS Customer Centre stating that XBS will terminate his/her membership in the Program, prompting the Program Member to provide the account number to which his/her credit balance will be refunded from the Account. The amount returned to the designated account of the Program Member is determined by the balance of the Program Member's credit on the day of termination of his/her membership in the program.

b) the date of the XBS decision to terminate the program, as specified in such decision; the Program Member will be notified immediately by email of the suspension of his Account and will receive an e-mail from the XBS Customer Centre stating that XBS will terminate

its membership in the Program, prompting him to provide the account number to which his/her credit balance will be refunded from the Account. The amount returned to the designated account of the Program Member is determined by the balance of the Program Member's credit on the day of termination of his/her membership in the program.

- 8.5** Program Member is entitled to terminate his/her membership in the program at any time, based on his/her written termination of membership delivered to XBS. In the event of termination of membership, membership in the Program always expires on the day when the value of the entire Account is zero (0); the Program Member or the holder of the Technical Medium is obliged to use up the residual credit; unused credit cannot be refunded. However, the credit can be transferred to the Account of another Program Member, but only under the conditions set out in these GTC.
- 8.6** Program Member is entitled at any time to request the cancellation of membership in the program, but only together with a request to transfer the credit refilled on the X-CARD to another existing Program Member. In the event that a Program Member is interested in terminating the membership without transferring the credit replenished to the X-CARD, the Program Member shall proceed in accordance with par. 8.5 of these GTC. If a Program Member is interested in terminating the Program Membership and transferring the X-CARD credit to another existing Program Member, the Program Member must deliver to XBS a duly signed cancellation and credit transfer application with the consent of the existing Program Member, to which the credit replenished on X-CARD is to be transferred. The sample application together with the consent of the second Program Member forms Annex no. 2 to these GTC and is also listed [HERE](#). Membership in the program expires upon the moment of the transfer of the credit of the Program Member replenished on the X-CARD to another existing X-CARD Program Member. During the transfer, the entire credit replenished on the X-CARD is transferred to another existing X-CARD Program Member.
- 8.7** Upon termination of membership in this Program for any reason and in any way specified in this article of the GTC, the Program Member and at the same time all holders of subordinate Technical Media pertaining to the relevant Account lose all relevant rights and claims related to membership/participation of subordinate Technical Media holder in programs.

9. Processing of Personal Data

- 9.1** XBS is the controller of the personal data (hereinafter the “**Controller**”) of the Program Members who, for the purposes of processing their personal data, have the status of a data subject (hereinafter the “**Data Subject**”). The Data Subject in connection with the program are also other natural persons to whom the subordinated Technical Media pertaining to the Account have been granted under these GTC, provided that XBS requests information on executed transactions, purchased goods and services as well as marketing content to the email address specified by them.
- 9.2** The personal data of the Data Subject are processed to the extent necessary to achieve the contractual purpose being the fulfilment of the Program in accordance with these GTC. To achieve this goal, the Controller processes the name, surname, date of birth, gender, contact address, e-mail address and telephone number of the Data Subject who is a Program Member and the Account Holder. The Controller also processes the personal data of the Data Subjects to whom the subordinated Technical Media to the Account have been granted, namely the date of birth. The purpose of obtaining this information is the possibility to include the provision of discounts and preferential benefits to a specific person in the case of a minor (for example, a discounted entry for a minor). However, the holder of the subordinated Technical Medium has the possibility to request XBS to send information about transactions and purchased goods and services, as well as marketing materials, to his/her e-mail address. In some cases, the date of birth in conjunction with the e-mail address (especially if it contains the person's first and last name) may constitute personal data by which the Person concerned is identifiable. This personal data must be processed for the purpose of setting up and using the subordinate Technical Medium and related services, for the purpose of providing services and selling goods and their

invoicing and providing membership benefits and discounts by the Controller, as well as all other services specified in these GTC (hereinafter the “**Contractual Relationship**”). Without the provision of this personal data, it is not possible to fulfil the Contractual Relationship.

- 9.3** Personal data according to the previous paragraph are processed for the entire duration of the Account in the Program, or for the entire existence of the granted subordinate Technical Medium, and in the period prescribed by Slovak legislation, such as, but not limited to, relevant accounting regulations, tax laws and consumer protection legislation.
- 9.4** Program Member is obliged to notify/make a change in the personal data of all Data Subjects listed during registration immediately through the X-CARD Customer Centre. In the event of a change in e-mail address, the Program Member is obliged to notify the change via the X-CARD Customer Centre.
- 9.5** Details on the method and scope of personal data processing are set out in the Personal Data Protection Policy for the X-CARD Customer Program, which forms an annex to the GTC and part of the contractual documentation to which the Data Subject accesses and expresses consent.
- 9.6** The contact details for Data Subjects in connection with their processing of personal data on the basis of membership in the program are as follows:

Email: zodpovednaosoba@x-bionicsphere.com

Address: X-BIONIC® SPHERE a.s., Dubová 33/A, Šamorín, 931 01, Slovakia (to the hands of the Data Protection Officer)

10. Final Provisions

- 10.1** The General Terms and Conditions of the Program become valid on the day they are **published on the website www.x-bionicsphere.com** and effective on 1.7.2021.
- 10.2** The bonus credit for Program Members/Technical Media holders is not legally enforceable.
- 10.3** XBS is entitled to change the GTC at any time due to (i) changes in XBS's policy in providing benefits to members of the XBS program within the program, (ii) changes in the financial, economic or social situation in the Slovak Republic, (iii) changes in relevant legislation or (iv) for another serious reason, not specified in detail. XBS will notify the Program Members/Technical Media holders of the change to the GTC by making the new version of the GTC available on the website www.x-bionicsphere.com no later than 14 days before the effective date of their new version. From the effective date of the new GTC, they will apply to all Contractual Relationships that are subject to them and that are in force on the effective date.
- 10.4** All relations not regulated by these GTC are governed by generally binding legal regulations valid in the territory of the Slovak Republic and special terms and conditions relating to the provision of individual XBS goods or services. In the event of a discrepancy between the content of the GTC and the content of any other XBS documents relating to the X-CARD Customer Program, the text version of the content stated in the GTC always prevails.
- 10.5** XBS reserves the right to take an individual approach in special/exceptional cases arising from the Program.
- 10.6** Program Member acknowledges that by expressing consent to the GTC on the registration form, it also certifies that future holders of Technical Media were acquainted with the wording of the GTC before their registration, agree with their content and undertake to comply with the to the extent relating to them.
- 10.7 Contact address of the X-BIONIC® SPHERE a.s.**
Dubová 33/A
931 01 Šamorín

XBS Infoline: +421 313 262 622
Email: x-card@x-bionicsphere.com

10.8 Supervisory Authority

Central Inspectorate of the Slovak Trade Inspection, Prievozská 32, Bratislava, SOI Inspectorate for the Trnava Region, Pekárska 23, 917 01 Trnava 1

ANNEX 1:

AGREEMENT WITHDRAWAL FORM

(fill in and send this form if you wish to withdraw from the Agreement)

To: **X-BIONIC® SPHERE a.s.**, with its registered office at Dubová 33/A, 931 01 Šamorín,
Company ID: 46 640 134, registered in the Commercial Register of District Court
Trnava, Section: Sa, file No. 10684/T

I/We hereby declare* that I/we withdraw from the Agreement for the provision of this service/goods*:

.....

.....

Date of the Agreement /Date the goods were received*

.....

Name and surname of the Program Member*

.....

Address of Program Member*

.....

Program Member Customer Number*

.....

e-mail address of the Program Member stated in the Account*

.....

Signature of the Program Member * (only if this form is submitted in paper form)

Date.....

***MANDATORY INFORMATION**

ANNEX 2:

MEMBERSHIP TERMINATION AND CREDIT TRANSFER FORM

(please fill in and submit this form if you wish to cancel your X-CARD membership and transfer the credit replenished on your X-CARD to another existing Program Member)

To: **X-BIONIC® SPHERE a.s.**, with its registered office at Dubová 33/A, 931 01 Šamorín,
Company ID: 46 640 134, registered in the Commercial Register of District Court
Trnava, Section: Sa, file No. 10684/T

I hereby request the cancellation of my X-CARD membership and the transfer of the X-CARD credit to another existing Program Member:

.....
Name and surname of the Program Member*

.....
Address of Program Member*

.....
Program Member Customer Number*

.....
E-mail address of the Program Member stated in the Account*

.....
X-CARD credit*

.....
Signature of the Program Member * (only if this form is submitted in paper form)

Date.....

CONSENT OF A PROGRAM MEMBER WITH THE CREDIT TRANSFER

.....
Name and surname of the Program Member to whom the credit is to be transferred*

.....
Address of the Program Member to whom the credit is to be transferred*

.....
Customer number of the Program Member to whom the credit is to be transferred*

.....
E-mail address of the Program Member to whom the credit is to be transferred*

.....
Signature of the Program Member * (only if this form is submitted in paper form)

***MANDATORY INFORMATION**