



GENERAL TERMS AND CONDITIONS

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 as **"XBS"**). XBS is the operator of facilities and establishments located jointly at Dubová 33/A and Krajinská cesta 11A in Šamorín (hereinafter also referred to as the **"Resort"**).
- 1.2 The General Terms and Conditions of the X-CARD Customer Program (hereinafter also the **"GTC"**) regulate in detail (i) the procedure for joining the X-CARD Customer Program and acquiring membership in the X-CARD Program by a customer (i.e., a natural person who must meet the eligibility requirements for membership in the program as set out in Articles 2 and 3 of the GTC), who is interested in joining the X-CARD Customer Program (hereinafter also referred to as the **"Customer"**), (ii) the mutual rights and obligations between the member of the program, i.e. a program member who has an X-CARD account (hereinafter as **"program member"** or also as 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, (iii) the use of the X-CARD for purchase of goods and services, (iv) conditions for the purchase of goods and services, (v) conditions for topping up and using the credit and (vi) conditions for obtaining the bonus credit. The GTC govern the mutual rights and obligations between XBS, the Program Member and the holder of subordinate Technical Medium as defined below as well as the conditions for issuing subordinate Technical Medium.
- 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 consumer purchase agreement concluded pursuant to Act No. 40/1964 Coll. Civil Code, as amended (hereinafter the **"Civil Code"**), and the purchase agreement concluded remotely via the website www.x-bionicsphere.com and the X-CARD application (hereinafter the **"Agreement"**) according to the generally binding consumer protection legislation (Act No.108/2024 Coll. on consumer protection and on amendments and supplements to certain acts (hereinafter also the **"Act"**) and mutatis mutandis by the provisions of the Civil Code) between XBS as the seller and the Program Member as the buyer, or, where applicable, the holder of subordinate Technical Medium as the buyer. In the event of a conflict between the wording of these GTC and the mandatory provisions of the Civil Code and/or the Act, the provisions of the Civil Code and the Act shall prevail.
- 1.4 The Program is based on the principle of applying the credit specified in more detail in Article 5 of the GTC to the purchase of goods and services at selected XBS establishments and/or of the Third Party. The accumulated credit may then be used by the Program Member at his/her own discretion in accordance with the GTC as follows:
- 1.4.1 using an X-CARD, a 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 establishments and facilities where the technical medium is an X-CARD that is portable and bears a unique number (hereinafter the **"Technical Medium"**); or
- 1.4.2 using a unique QR code generated directly in the X-CARD application, which is linked to a specific membership in the Program and available only in the X-CARD mobile application, while the payment of the price for the purchase of selected goods and/or services is made by reading the QR code; or



- 1.4.3** by purchasing goods remotely as set out in Article 6 of these GTC and par. 1.7 of Article 1 of the GTC; or
- 1.4.4** by purchase of selected goods and/or services at the establishments of a third party that (i) operates an establishment within the premises located in the Resort based on a separate contractual relationship with XBS, and that (ii) has joined the Program, and (iii) is listed in Annex No. 3 to the GTC (hereinafter also referred to as the **“Third Party”**).
- 1.5** The Program may be used exclusively at the establishments and facilities of either XBS or the Third Party that are physically located within the Resort.
- 1.6** Subordinate Technical Medium shall mean a technical medium issued to the Program Member as the holder of the main Technical Medium and is assigned to the Program Member’s main account. The subordinate Technical Medium may be issued to persons and in the manner specified in Section 2.6 of the GTC. The subordinate Technical Medium is linked to the Program Member’s main account and does not constitute a separate account or separate membership in the Program; therefore, the issuance of the subordinate Technical Medium does not establish a separate membership in the Program. The subordinate Technical Medium may only be used in the manner specified in par. 1.4.1 of the GTC.
- 1.7** In relation to par. 1.4. XBS states that:
- 1.7.1** 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 by the X-CARD may only be carried out by a registered Program Member.
- 1.7.2** purchase of selected goods and/or services at selected XBS establishments and facilities through pre-paid credit by the X-CARD may be used by a registered Program Member and any holder of a subordinate Technical Medium;
- 1.7.3** purchase of selected goods and/or services at the facilities of the Third Party via a pre-paid credit may be used by a registered Program Member and any holder of a subordinate Technical Medium.
- 1.8** The Program Member can also use the X-BIKE service through the X-BIKE application as part of using the X-CARD Program. **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](#)**
- 1.9** The Program Member may also use the X-CARD when purchasing goods and services from XBS and/or the Third Party through the application and devices provided by Eatster s.r.o., with its registered office at Denešova 1146/2, 040 23 Košice – Sídliisko KVP, Slovak Republic, Company ID number: 52 011 003, registered in the Commercial Register maintained by the Municipal Court Košice, Section: Sro, File No.: 44916/V (hereinafter referred to as **“EATSTER”**). The details and terms governing the use of EATSTER applications and devices for the purchase of goods and services from XBS and/or the Third Party are set out directly in EATSTER’s terms and conditions.
- 1.10** The GTC do not govern the relationship between the Program Member and the Third Party, nor the relationship between XBS and the Third Party.
- 1.11** The GTC also do not apply to the relationship between the Program Member and EATSTER, except for par. 9.6 of the GTC.

2. Membership in the Program, Technical Medium and QR code

- 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 requirements 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 and an authorization of a Program Member) use the Technical Medium or the QR code 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 are concerned, unless expressly stated otherwise. The holder of a subordinate Technical Medium is entitled to purchase selected goods and/or services and top up 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 shall be established either (i) upon takeover of the Technical Medium by the Program Member, or (ii) upon generating an active QR code of the Program Member in the X-CARD application, whichever is earlier, after:

- 2.2.1 in the case of on-line registration - the Customer sends to XBS a correctly and completely filled in registration form published on the website www.x-bionicsphere.com and at the same time expresses consent to the GTC and 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 - the Customer submits to XBS 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 expresses consent to these 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 - the Customer sends to XBS a correctly and completely filled in registration form published in the X-CARD application and at the same time expresses consent to the GTC and consent to sending electronic invoices according to Section 71, par. b) of the VAT Act;**
- 2.2.4 an active Program Member QR code in the X-CARD application is generated to the Customer and subsequently the Customer completes the registration process in accordance with par. 2.2.3 of the GTC.**

For the avoidance of doubt, XBS states that (i) the physical handover of the X-CARD Technical Medium to the Program Member and (ii) the generation of an active QR code in the X-CARD application shall be deemed to constitute: (i) the conclusion of the Program Membership Agreement and, at the same time, (ii) the moment of provision of the service, i.e. the Program membership, by XBS to the Customer. For this reason, once the membership has been established, the Program Member shall not have the right to withdraw from the Agreement pursuant to Section 19(1) in conjunction with Section 20(1) of the Act, as the service provided by XBS has already been fully consumed/performed (as contemplated by Section 19(1)(a), point 1 of the Act). The GTC shall also constitute the information notice required under Section 15(1)(j) of the Act, and XBS further points out that upon the establishment of membership in the Program pursuant to par. 2.2 of the GTC, the service provided by XBS in relation to the creation of such membership shall be deemed to have been fully provided. 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 he/she may revoke at any time by logging in to his/her X-CARD Account here: 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 an XBS establishment), a customer profile will be created for the Program Member and an e-mail will be sent to verify his/her e-mail address. The Program Member is asked to set a password and check his/her personal information. This will make his/her customer account active. After a successful registration, an activation message will be sent to the Program Member at the e-mail address listed on the registration form, which will include a customer number (six-digit number). The Program Member will receive the Technical Medium immediately upon registration at an establishment. When registering on-line or via the X-CARD Application, the Program Member will pick up the Technical Medium at any XBS reception on the next visit, and when picking it up, he/she will provide 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 specified in the GTC. If the Program Member forgets his/her password, he/she can request a password reset via this website: www.x-bionicsphere.com or using the X-CARD mobile application.
- 2.5 The 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 an XBS establishment.
- 2.6 The Technical Medium is never sent to the Program Member. The Program Member is obliged to always pick it up in person at any XBS reception. The subordinate Technical Medium for the holder of a Technical Medium is entitled to be picked up in person and collected at an XBS reception exclusively by the respective 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 medium will be provided for consideration of EUR 5,- incl. VAT.
- 2.7 For the avoidance of doubt, XBS states that the Program Membership cannot be purchased or established at the premises of any Third Party, nor through EATSTER applications or devices.
- 2.8 The QR code is an identifier exclusively in the X-CARD mobile application in relation to the individual customer account, which can be found in the X-CARD mobile application in the Home section under the customer's name and the customer's Program Member number. For the avoidance of doubt, the QR is linked to the customer Account and contains a unique code which is located in the chip of the Technical Medium. The QR code is not sent to the Program Member via e-mail nor is it sent in paper form by mail. It is generated automatically in the mobile application within the logged-in customer account, when picking up the Technical Medium, which the Program Member receives after registering for membership according to par. 2.2/2.3 of the GTC at an XBS establishment. The QR code may not be used to purchase goods or services from the Third Party and may not be used for payments made through EATSTER applications and/or devices.
- 2.9 Membership in the X-CARD Program shall terminate at the earliest once the Program Member has terminated their membership in accordance with Article 8 of the GTC and, at the same time, the balance in their X-CARD account is EUR 0.00.

3. X-CARD Account

- 3.1 Each Program Member older than 18 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 a 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 The Program Member is required to report a change in the e-mail address only through the X-CARD Customer Centre by sending an e-mail 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** 0-17 years (the last day of the seventeenth year of life inclusive); The holder of the subordinate Technical Medium in this age limit may have his/her subordinate Technical Medium assigned only to the Account of for example his/her legal representative.
- 3.5.2** 18 years and over (calculated from the first day of reaching the age of eighteen). A natural person in this age limit may have 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. The Program Member may manage all subordinate 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 in 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 at an establishment of XBS as contemplated by the GTC 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 and does not have a separate QR code generated. Payment transactions for the purchase of goods and/or services 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** The 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 (also subordinate) Technical Media or on-line, in the Transactions section of the customer Account/Account.
- 3.10** The 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.
- 3.11** Only the Program Member may register the X-CARD as a separate payment method in the EATSTER application and on EATSTER devices.

4. Card handling

- 4.1** The 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 Program Member shall be liable for any damage caused to XBS as a result of unauthorized use of the Technical Medium 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 relevant XBS employee to verify the identity of the Program Member. In case of refusal to prove the identity of the Program Member by presenting his/her valid



identification document, XBS reserves the right not to provide the Technical Medium to the requester upon his/her request.

- 4.4 If the Program Member does not have the Technical Medium with him/her, he/she can use the QR code available in the X-CARD mobile app. This does not apply in the case of the purchase of automatic entries to the x-bionic® aquatic sphere, where it is necessary to have the Technical Medium with you, as it is used both to pass through the turnstile and to open the locker to put away personal belongings.

5. Credit and rules of its application

- 5.1 The Program Member is entitled to top up his/her account with credit immediately after a 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”), that is (i) by purchasing it at www.x-bionicsphere.com, (ii) via the X-CARD mobile application or (ii) at a selected XBS establishment. The credit cannot be topped up through EATSTER applications or devices, nor at the premises of the Third Party. The credit can be used to pay for the purchase of selected goods and/or services (i) on the website www.x-bionicsphere.com and (ii) for selected goods and/or services via the X-CARD mobile application, (iii) for selected goods and/or services at selected premises and facilities operated by XBS via a valid Technical Medium or via a QR code and/or (iv) for payment of selected goods and services of the Third Party, and/or (v) for payment of selected goods and services of XBS and/or the Third Party through the use of EATSTER applications and devices. The 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 topped up on the account of the Program Member also by the holder of the subordinate Technical Medium, is exclusively the Program Member.
- 5.2 For every EUR 100 drawn-down from the credit (i.e., for every EUR 100 of the credit used to purchase goods and services of XBS or the Third Party) by the Program Member and/or holder of a subordinate Technical Medium (payment for selected goods or services of XBS or the Third Party) during one calendar month, , the Program Member always receives from XBS 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. For the purpose of determining the amount of bonus credit for the previous month under this par. of the GTC, the paid tip shall not be included in the credit utilization. The value of goods and services purchased at the Third Party’s establishment shall be included in the calculation of the credit utilization for the purpose of determining the amount of the bonus credit for the preceding month. The credit balance on the Customer’s Account can be checked by the Program Member in the Profile section of the XBS website and in the X-CARD application. 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, and/or due to any complaint regarding goods and/or services resolved in favour of the Program Member, the amount in question is not included in the amount of the “credit drawdown” and no bonus credit can be earned for it. If the Program Member submits a complaint regarding goods and/or services in the month following the month in which such goods and/or services were paid for using the X-CARD, and the withdrawal from the agreement and/or the complaint is resolved in a month subsequent to the month in which the goods and/or services were paid for using the X-CARD, i.e., where the price of the goods and/or services is credited back to the account as credit, such amount shall be deducted from the “utilized credit” in the month in which the goods and/or services were paid for using the X-CARD, and, in such case, the Program Member shall be obliged to return any bonus received if the right to such bonus arose as a result of including goods and/or services that were subsequently refunded in the following month (i.e., the right to the bonus would not have arisen at all had the goods subject to the complaint/cancelled goods and/or services never been ordered). In such a case, XBS shall be entitled to automatically reduce the credit balance in the Program Member’s account by the amount of the bonus to which the Program Member is no longer entitled, and the Program Member



expressly agrees to such adjustment. At the same time, in such a case, XBS shall also be entitled to carry out a debit transaction, and the credit balance in the Program Member's account may, in this specific instance, become negative. 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 accumulated 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, except in the case specified in par. 5.2 of the GTC, which is the only case when the credit may be expressed as a negative number. The Program Member/holder of a subordinate Technical Medium is entitled to top up the amount of credit in cash or by payment card at any time during each visit to XBS, however, the credit may be topped up exclusively at XBS establishments (the credit may not be topped up through EATSTER applications and devices and/or at the Third Party's establishment). Only the Program Member is authorized to top up credit on-line or via the X-CARD mobile application (refilling credit).
- 5.5** The Program Member/holder of a subordinate Technical Medium is entitled to use the credit for the purchase of selected goods and/or services at XBS and/or the Third Party 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/top up 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 the 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 an XBS and/or any Third Party 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 from XBS or the Third Party. This shall not apply to XBS establishment - Hotel (in relation to payment for accommodation), on which a tax document will be issued immediately when purchasing goods or services, and subsequently only a notification of a change in the Account credit will be delivered to the e-mail of the Program Member.

- 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, the X-BIKE application, and via EATSTER applications and devices.
- 5.7** The credit charged on 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 (i) about the X-CARD service according to par. 5.10 to 5.15 of these GTC, (ii) a credit balance on the card according to point 5.9 of these GTC or a (iii) complaint concerning goods and/or services purchased using the X-CARD according to par. 6.8 of these GTC. The credit charged on the 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 accumulated on the X-CARD to another existing Program Member and with the consent of the other Program Member to whose account the credit accumulated on the X-CARD is to be transferred. A template



of the application for cancellation of participation in the Program and the transfer of the X-CARD credit to another existing Program Member is attached as Annex no. 2 to these GTC and you can also find it [HERE](#).

- 5.8** The Program Member and the holder of a subordinate Technical Medium older than 18 years (in the case of a holder under 18 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. The GTC shall not apply to complaints regarding goods and services provided by the Third Party, nor to complaints arising from the use of the EATSTER application.
- 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 a 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 a 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** The Program Member or the holder of a subordinate Technical Medium is entitled to file a complaint pursuant to par. **5.9 and 5.10** (i.e., a complaint concerning the credit balance or the X-CARD service) according to the conditions of the GTC, always in person and in writing at any XBS establishment or by e-mail to: reklamacie.x-card@x-bionicsphere.com.
- 5.12** Upon filing a complaint, XBS shall issue to the Program Member or the holder of a subordinate Technical Medium, who has filed a complaint pursuant to these GTC, the confirmation of the complaint, whereas in the case of a complaint made in person at an XBS establishment, XBS shall issue a written confirmation, and in the case of a complaint made by e-mail according to par. 5.11, a confirmation of the claim shall be sent to the Program Member or the holder of a subordinate Technical Medium at the e-mail address from which the complaint was made.
- 5.13** XBS will handle the complaint in writing or by e-mail within 30 (in words: thirty) days from the date of its receipt in accordance with the provisions of section 622 of par. 3 of the Civil Code, as amended, and according to the conditions set out in these GTC (par. 5.9, 6.8 and this Article of the GTC).
- 5.14** The Program Member has the following rights in the event of a complaint:
- If concerning a defect which 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 remedy the defect within the period specified in the notice acknowledging receipt of the complaint. The Program Member may, instead of rectifying a defect, request a replacement of the 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 the Program Member instead of removing the defect, unless this causes serious difficulties for the Program Member.
 - 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, the 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 a 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 for goods and services of XBS concluded remotely via the XBS website or the X-CARD mobile application, the price paid by the Program Member via the X-CARD

6.1 The provisions of this Article 6 of the GTC apply only to ordering goods/services “remotely”, i.e. the purchase of selected goods/services offered on the website www.x-bionicsphere.com and via the X-CARD mobile application, where the Program Member pays for the ordered goods and/or services via credit on the X-CARD. 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 the price in advance depending on the specific goods/services selected. Together with placing an order for a service to be provided within the withdrawal period under this Article of the GTC, the Customer confirms that they agree to the commencement of the provision of the service during the withdrawal period under this Article of the GTC, and in the case of ordering a service the date of provision of which falls within the withdrawal period under this Article of the GTC, the Customer confirms that by using such service they lose the right to withdraw from the Agreement. 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](#), which are published [HERE](#). For the avoidance of doubt, XBS states that payment via QR code is not a remote purchase. It is only possible to pay via QR code physically at the checkout. In the case of QR code use, it is not a purchase via the mobile application.

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, whereby the selected amount of the purchase price will be withdrawn from the Account. For the avoidance of doubt, XBS states that payment via QR code is not a remote purchase. The 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 the Program Member purchases the automatic entries service via the mobile application, 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 by XBS shall be governed by the General Terms and Conditions for services provided by XBS, available [HERE](#), or by the applicable legal regulations in the field of consumer protection.

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

6.4.1 The Program Member

- a) is entitled to withdraw from the Agreement without giving any 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 on the last day of the



withdrawal period; this shall not apply if the services are to be provided within the withdrawal period, and the Program Member has consented to the commencement of provision of the service during the withdrawal period, or if the service has been provided before the expiry of the withdrawal period;

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

The 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 and it shall be considered a contractual penalty for breach of the terms of the GTC.

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 the 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 pursuant to this Article of the GTC and declares that he/she has been duly instructed in accordance with letter a) of this paragraph.

The 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 the Program Member concludes an Agreement in which he/she has requested the provision of services within the period for withdrawal from the Agreement pursuant to the GTC 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 The Program Member:

- a) is entitled to withdraw from the Agreement without giving any 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 on the last day of the withdrawal period;
- b) may, upon withdrawal from the Agreement, use the withdrawal form attached as Annex no. 4 to the GTC.
- c) XBS is obliged to proceed according to par. 6.7 of the GTC;

6.5.2 The 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 by means of a completed sample form for withdrawal from the Agreement, which is attached as Annex no. 1 to the GTC, and submitted **HERE**. 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 (by means of the completed sample form for withdrawal attached as Annex 1 to the GTC, and also by delivery to the address of the registered office of the company or electronically from the e-mail address of the Program Member specified in the Account to the e-mail address: odstupenie@x-bionicsphere.com. If the Program Member makes use of this option, the receipt of the withdrawal will be confirmed by XBS immediately upon receipt 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 on the last day of the withdrawal 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 outset. 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 to pay the purchase price, i.e. by topping up the Account. The 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 it or until the Program Member proves to XBS sending the goods back to XBS, unless XBS proposes to pick up the goods in person or through an authorized person. The 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's registered office. 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 stated in the special general terms and conditions for individual services used by the Program Member within the X-CARD Program (e. g. X-BIKE GTC, etc.).
- 6.8** Rules of Complaint Procedure for purchases made at www.x-bionicsphere.com or via the X-CARD application :
- 6.8.1** Complaints concerning services purchased at www.x-bionicsphere.com or via the X-CARD application 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 are included in [X-BIKE GTC](#).
- 6.8.3** If the 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 and supplements 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 STI, 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), whereas the Program Member has the right to choose which of the above mentioned alternative dispute resolution entities to contact. For alternative resolution of



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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: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-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 the Program Member at his/her request,
- b) in accordance with the provisions of par. 3.6 of the GTC.

- 7.2 The Program Member/holder of a subordinate Technical Medium is obliged to protect the issued Technical Medium from loss, damage or destruction. He/she is obliged to ensure that the medium 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 a 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 e-mail: x-card@x-bionicsphere.com. Upon receipt of the notification, XBS will block the medium immediately. The QR code is also blocked.

- 7.5 In the event of loss, theft or damage to the Technical Medium, the Program Member may request the release of a new medium on-site at 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 specified in 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 When a new Technical Medium is issued, a new QR code is also generated for the Program Member.

- 7.7 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.

- 7.8 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.

- 7.9 The 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.

- 7.10 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 a 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** an 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's Account, including all subordinate Technical Media associated with the Program Member's Account;
- 8.2.5** the moment of transfer of the credit accumulated 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 a subordinate Technical Medium in the Program expires:

- 8.3.1** by cancellation of participation upon notification by the Program Member through the XBS Customer Centre, which will deactivate the subordinate Technical Medium, or
- 8.3.2** by on-line cancellation of 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 a subordinate Technical Medium in the Program, the subordinate Technical Medium is also deactivated, whereas XBS also acquires the right to take this medium away from the relevant person.

8.4 Membership in the Program expires upon:

- a) the date of XBS's decision based on the finding that the Program Member/holder of a 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 e-mail 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 e-mail of the suspension of his Account and will receive an e-mail from the XBS Customer Centre stating that XBS will terminate his/her membership in the Program, prompting him/her 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 The 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 a 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 The Program Member is entitled to request the cancellation of membership in the Program at any time, but only together with a request to transfer the credit accumulated on the X-CARD to another existing Program Member. In the event that the Program Member is interested in terminating the membership without transferring the credit accumulated on the X-CARD, the Program Member shall proceed in



accordance with par. 8.5 of these GTC. If the 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 accumulated on X-CARD is to be transferred. The sample application together with the consent of the second Program Member is attached as Annex no. 2 to these GTC and is also listed [HERE](#). Membership in the Program shall terminate upon the transfer of the credit of the Program Member accumulated on the X-CARD to another existing X-CARD Program Member. During the transfer, the entire credit accumulated 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 Medium holder in the Program.

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**”).

- 9.2 The personal data of the Data Subject are processed to the extent necessary to achieve the contractual relation, which is the establishment of X-CARD customer account, 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 an Account holder. These personal data must be processed, in addition to the creation of a customer account, also for the purpose of providing related services, the provision of such services, the sale of goods and their invoicing, and the provision of membership benefits and discounts by the Controller, as well as all other performances specified in the GTC (hereinafter as the “**Contractual Relationship**”). The Controller also processes the personal data of the Data Subjects to whom the subordinated Technical Media to the Account have been granted, namely their 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). Without the provision of these personal data, the performance of the Contractual Relationship is not possible. Within the performance of the Contractual Relationship, when using services, claiming membership benefits, discounts or other performances, **verification of the identity of the Data Subject may take place by employees of the Controller** solely for the purpose of verifying the Data Subject’s right to use the relevant service or benefit. The identity verification is carried out in an appropriate and necessary manner in accordance with the principle of data minimisation under the GDPR; the Controller processes only the personal data necessary to achieve the stated purpose and only for the period strictly necessary for its fulfilment, whereby no copies of identity documents shall be made and no data from such documents shall be stored unless a specific legal regulation provides otherwise. Without the provision of these personal data, the performance of the Contractual Relationship is not possible.

- 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.



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- 9.4** The 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** The Controller may process the personal data of the Data Subject, i.e. a member of the customer program, also for marketing purposes, in particular for sending commercial communications, information about news, offers, discounts, events and other marketing campaigns related to the program or the Controller's activities, via email, SMS, telephone or other electronic means. The legal basis for the processing of personal data for marketing purposes is the consent of the Data Subject granted pursuant to Article 6(1)(a) of Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) on the protection of natural persons with regard to the processing of personal data. Granting of the consent is voluntary and is not a condition for the conclusion or performance of the Contractual Relationship. The Data Subject has the right to withdraw their consent at any time, in the same manner in which it was granted, in particular via the unsubscribe link included in each marketing communication, through the X-CARD Customer Centre, or by sending a request to the Controller's contact details. The withdrawal of consent shall not affect the lawfulness of processing carried out prior to its withdrawal.
- 9.6** The X-CARD holder may register and use their X-CARD as a payment method in the external application EATSTER, operated by Eatster s.r.o., with registered office at Dénešova 1146/2, 040 23 Košice – Sídlisko KVP, company ID number: 52 011 003, registered in the Commercial Register of the Municipal Court Košice, Section: Sro, File No.: 44916/V (hereinafter also as "**EATSTER**"), for the purpose of purchasing products and making payments from the funds held on the X-CARD customer account within the EATSTER interface. Saving the X-CARD and its use in the EATSTER application is a voluntary feature. The condition for its activation is granting of the consent by the card holder for identity verification via the email address registered in the X-CARD customer system. For the purpose of verifying whether the EATSTER application user is an authorised X-CARD holder, a technical comparison of email addresses shall be carried out. There is no permanent linking or mutual synchronisation between the X-CARD customer account and the EATSTER application. The EATSTER system stores identification data (email) and card data solely for the purpose of authorisation and the technical execution of individual payment transactions. The card holder may cancel the registration of the X-CARD in the EATSTER application at any time free of charge (i.e., to remove the card as a payment method) directly in the application settings.
- 9.7** 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 is available [HERE](#).
- 9.8** 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:

E-mail: 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 19 June 2026.
- 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 shall 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



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before the effective date of their new version. From the effective date of the new GTC, these GTC shall 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 under the Program.
- 10.6** The 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 them to the extent relating to them.
- 10.7** Possible disputes between XBS and a Program Member who is a consumer may be resolved by means of alternative dispute resolution within the meaning of Act No. 108/2024 Coll. on consumer protection and on amendments and supplements to certain acts and Act No. 391/2015 Coll. on alternative consumer dispute resolution and on amendments and supplements to certain acts. Prior to the intended initiation of alternative dispute resolution, it is recommended that the Member who is a consumer first contact an XBS representative for the purpose of resolving the situation by settlement by e-mail at: x-card@x-bionicsphere.com.
- 10.8** The alternative dispute resolution entity is, for example, the supervisory authority or another authorised legal person. Consumers are also authorised to resolve disputes using the online alternative dispute resolution system at:
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK> .
- 10.9** **Contact address of XBS for exercising rights pursuant to Section 15(1)(c) of the Consumer Protection Act**

X-BIONIC® SPHERE a.s.
Dubová 33/A
931 01 Šamorín, Slovakia
XBS Infoline: +421 313 262 622
Email: x-card@x-bionicsphere.com

10.10 Annex No. 1

10.11 Annex No. 2

10.12 Annex No. 3

10.13 Supervisory Authority

Slovak Trade Inspection (STI) Slovak Trade Inspection Inspectorate based in Trnava for the Trnava Region,
Pekárska 23, 917 01 Trnava

Location: Šamorín, Slovakia

Effective date: 19 June 2026