GENERAL TERMS AND CONDITIONS
FOR SERVICES
PROVIDED BY THE X-BIONIC® SPHERE a.s. COMPANY

1. SUBJECT-MATTER

1.1. The subject-matter of the General Terms and Conditions (hereinafter referred to as the "GTC") is the regulation of the rights and obligations of X-BIONIC® SPHERE a. s. with registered office at Dubová 33/A, Šamorín, 931 01, Company ID No.: 46 640 134, registered in the Commercial Register of the District Court Trnava, Section: Sa, Insert No.: 10684/T (hereinafter referred to as the "XBS Company") and the other Contracting Party, namely:

a) the Entrepreneur within the legislation of the country in which he/she performs business activities.
b) the Consumer.

2. DEFINITIONS OF TERMS

2.1. The term Agreement refers to the Service Provision Agreement, Privacy and Personal Data Protection Policy, Complaints Policy, partial service orders, Visitor Policy and other contractual documents identified as part of the legal relationship between the Contracting Parties.
2.2. The term Order refers to the proposal to conclude the Agreement, which mainly takes the form of a written, oral or telephone interest in the binding conclusion of the Agreement and the provision of Services by the XBS Company.
2.3. The term Entrepreneur refers to a legal or natural person authorised to engage in business activities who concludes or performs the Agreement in connection with the performance of his/her business or activities related to their business.
2.4. The term Consumer refers to a natural person who, when concluding and performing the Agreement, does not act in the course of their business, employment or profession.
2.5. The term Contracting Party refers to the XBS Company, the Consumer and the Entrepreneur.
2.6. The term Other Contracting Party refers to the Entrepreneur or the Consumer.
2.7. The term Service refers to the provision of accommodation, food, rental of hotel premises – conference rooms, rental of sports facilities and other premises, entry to sports facilities, regeneration and recondition facilities, rental of equipment, cleaning of clothing and other supplementary services, and the organisation of sporting and other events, which the Contracting Party may participate at (hereinafter referred to as the "Services").
2.8. The term Room refers to a hotel organisational unit designed for the temporary provision of accommodation services.
2.9. The term Event predominantly refers to a cultural, social or sporting event that is organised systematically.
2.10. The term Resort refers to the premises and areas of the XBS Company.

3. SCOPE OF APPLICATION

3.1. These GTC shall apply to the Services provided by the XBS Company within the premises of the Resort located at Dubová 33/A in Šamorín to all Contracting Parties.
3.2. These GTC shall not apply to:
a. cosmetic services, sale of goods to the end consumer (retail trade), rental of real estate and movable property, services associated with the operation of Tuli® Cinema,
b. Services excluded from the scope of the GTC provisions on the basis of an agreement concluded by and between the Contracting Parties,
c. customer programmes/loyalty programmes/vouchers/gift cards of the XBS Company.

3.3. The XBS Company as the Resort operator shall be entitled to unilaterally change the GTC; the XBS Company shall publish the current version of the GTC on the website www.x-bionicsphere.com at least 30 days prior to their effective date, which shall constitute an announcement of the new version of the GTC to the Contracting Party. In the event the provisions of the GTC are unilaterally changed, the Other Contracting Party shall have the right to terminate the Agreement in writing within 14 days from the moment such change was announced; in the event the Agreement is not terminated, such conduct of the Contracting Party shall be deemed as acceptance of the new version of the GTC. The right to termination fees (contractual penalty) within the meaning of Article 6 hereof and the Client's obligation to pay these shall not be affected by this.

3.4. The rights and obligations of the Consumers arising from a distance agreement shall not be affected by the procedure referred to in Article 3.4.

3.5. The Agreement also consists of:

a. Visitor Policy,
b. individual operating procedures of the XBS Company's facilities,
c. Accommodation Policy,
d. Complaints Policy,
e. relevant Privacy and Personal Data Protection Policy,
f. withdrawal form.

3.6. In case of any discrepancies between the wording of the GTC and the documents specified in the previous sentence, the provisions of the Visiting Policies and operating procedures of the XBS Company's facilities shall prevail.

4. AGREEMENT

4.1. The subject matter of the Agreement is the rights and obligations of both Contracting Parties in relation to the performance which is the subject matter of the Agreement as well as other relevant facts stipulated by the Agreement.

4.2. When placing your Order, you determine the scope and type of Services that are to be provided to you by the XBS Company. This scope is defined within the offer of the XBS Company's Services and further specified in your Order.

4.3. By agreeing to the GTC, Privacy and Personal Data Protection Policy and other contractual documentation, you proceed to the binding Order. If you use an electronic order form to place an Order, it is necessary to fill in all information and data required; such data shall also be used for billing purposes. You shall be entitled to cancel your Order up until the moment you receive a confirmation email about XBS Company's acceptance of your Order; the Agreement shall be concluded with binding effect the moment such email is received.

4.4. The Agreement may also be concluded by an Order made orally directly at the XBS Company's expenses, via a phone call or email communication, where you will be required to fill in the information required to complete the Order and subsequently conclude the Agreement. The Agreement shall be concluded by accepting your Order or the amendments pursuant to the preceding sentence by the XBS Company. By concluding the Agreement, you adhere to these GTC and other contractual documents. The Agreement shall be considered concluded or the originally concluded Agreement shall be considered amended also by the stipulation of the accommodation conditions and the manner of the provision of services that differ from the originally concluded Agreement, which constitutes an increase in the volume of Services, and that the Other Contracting Party delivers in a written form specifying the distribution of accommodation capacity among numerous persons, who are to be accommodated – the so-called rooming list – whereby the Other Contracting Party shall be bound by the provisions of the contractual documents and the amount of prices valid at the time of the delivery of these changes to the XBS Company. If the subject matter of the Agreement is the provision of accommodation to a group of persons, the Other Contracting Party shall be obliged to deliver the specification of the distribution of the accommodation capacity among numerous persons who are to be accommodated in the form of a written rooming list, no later than 14 days prior to the date of provision of accommodation services, unless agreed otherwise.

4.5. Prior to accepting your Order, the XBS Company shall examine the capacities and check whether the requested Services may be provided.

4.6. The price charged for the Services requested by the Other Contracting Party shall be paid by the Other Contracting Party for the entire period during which the Services are to be provided, without the possibility of cancelling the Agreement prior to the end of the stipulated period and without the possibility of a reimbursement and this shall apply also to the period during which the Services were not made use of. This shall not apply if the Other Contracting Party and the XBS Company agree otherwise or if the provisions of Article 12 hereof apply.

4.7. The Other Contracting Party shall be obliged to use the Services solely to the extent and in the manner specified in these GTC, the Agreement and other contractual documents. In the event such manner is not specified, the Other Contracting Party shall be entitled to use the Services solely in a manner that is conventional for the use of such Services.
For the purpose of providing the Services, the person benefiting from the provision of the Services shall also have obligations resulting from the Agreement to the extent appropriate.

4.8. If the subject matter of the Services is the consumption of goods (for example at the so-called minibar), the consumption of such goods constitutes the conclusion of a partial Agreement. The price amounts shall be governed by the prices set out in the price list applicable at the time of the consumption of goods; the Other Contracting Party shall be obliged to provide the payment card data in order to guarantee the consumed goods are to be paid for.

4.9. Any amendments to the scope and the manner of the provision of Services that are the subject matter of an already concluded Agreement shall be deemed to be a new proposal for the conclusion of the Agreement and shall be made only with the permission of the XBS Company.

5. PRICES AND DEPOSIT

5.1. The price constitutes the amount expressed in the Euro currency that is charged for the range of Services that were requested in the Order submitted by the Other Contracting Party. The Other Contracting Party may be made aware of the price amount via the current price list of Services or via the information on prices listed directly next to the individual Services on the website www.x-bionicsphere.com.

5.2. The price charged for the Services that were requested by the Other Contracting Party shall be paid via wire transfer to the bank account of the XBS Company or via cash payment if this method of payment for the Services is possible. The payment may be executed either via a payment card or via a payment gateway of the provider of electronic funds transfer.

5.3. We draw particular attention to the fact that the obligation to pay the price for the Services arises the moment the Agreement is concluded or amended; any potential interest of the Other Contracting Party in terminating the Agreement during its term or any other manifestations of the intention of the Other Contracting Party leading to the unilateral termination of the Agreement shall have no bearing on the obligation to pay the price for the Services that were requested in the Order or that are the subject matter of an already concluded Agreement; this shall also apply in the event of partial binding Orders of the Other Contracting Party that were delivered or otherwise communicated to the XBS Company; this shall not apply in the case of Refundable Services.

5.4. All prices include the value-added tax (hereinafter referred to as the "VAT").

5.5. In the event it is necessary to add another tax to the Services (e.g. accommodation tax, withholding tax, the prices for the Services shall also include such a tax pursuant to the generally binding legal regulations applicable in the Slovak Republic on the date of the chargeable event.

5.6. The XBS Company shall be entitled to request the following from the Other Contracting Party:

a) advance payment of instalment of the price for Services, either by cashless payment to the designated bank account of the XBS Company or in cash (to the extent permitted by the generally binding legal regulations of the Slovak republic), or
b) deposit in the form of a credit card guarantee (pre-authorisation) or other similar means,

as follows:
- up to 100% of the price for Services or

- up to 100% of the price for Services for cases of the fulfilment of XBS Company's claim for damages caused by the Other Contracting Party or persons to whose benefit the Other Contracting Party concluded the Agreement.

5.7. The provisions of Article 5.6 hereof shall apply mutatis mutandis to the maturity of the deposit or advance payments and instalments.

5.8. The Other Contracting Party acknowledges and agrees that if the coefficient of increase in food prices and prices of non-alcoholic beverages during the indexation period reaches or exceeds 1.03 (which represents an increase in consumer prices for food and non-alcoholic beverages during the indexation period by 3% or more),, the XBS Company shall be entitled to unilaterally increase the price for the Services in Catering section of the Services to the amount equal to the arithmetic product of the coefficient of growth of food prices and the Price for the Services in Catering section of the Services, calculated in accordance with the quotation, which is Attachment No. 1 of the Agreement. The indexation period, for the purposes of the assessment of food price growth under the Agreement, shall be the consecutive calendar months commencing with the month immediately following the calendar month in which the Agreement is entered into and ending with the calendar month in which the Services have been provided in full (the last day of the provision of the Services provided under the Agreement being the decisive day). The food price growth coefficient for the indexation period shall be the arithmetic product of the price index growths for the individual calendar months that are included in the indexation period. The price index growth for a calendar month shall be the value which is the quotient of the value of the price index for that calendar month as published by the Statistical Office of the Slovak Republic and the value of 100. For the assessment of the growth of the price index under the Agreement, the price index shall be defined as the value indicated for the calendar month in the "*Indices of consumer prices in comparison with the previous month - monthly [sp0004ms]*", a statistic published by the Statistical Office of the Slovak Republic on the website of the Office in the public database DATAcube in Section 2.3.1.1 Consumer price indices, in the row "Food and non-alcoholic beverages": https://datacube.statistics.sk/#!/view/en/VBD_INTERN/sp0004ms/v_sp0004ms_00_00_00_en. If at the time of settlement of the provided Services in the Services (Catering) section the price index value for any of the calendar months of the indexation period is not published in the above-mentioned database, the price index value of the month which was published by the Statistical Office of the Slovak Republic for the indexation period as the last one shall be used for the purpose of calculating the growth of the price index in the given month of the indexation period. The increase in the Price for the Services in the Services (Catering) section reflecting the growth in the price index for the indexation period shall be applied by the XBS Company in the final settlement to the Other Contracting Party.

5.9. The Other Contracting Party acknowledges and agrees that if the coefficient of increase in prices of alcoholic beverages and tobacco during the indexation period reaches or exceeds 1.03 (which represents an increase in consumer prices of alcoholic beverages and tobacco during the indexation period by 3% or more), the XBS Company shall be entitled to unilaterally increase the price for the alcoholic beverages in Catering section of the Services to the amount equal to the arithmetic product of the coefficient of growth of food prices and the price for the alcohol beverages in Catering section of the Services, calculated in accordance with the quotation, which is Attachment No. 1 of the Agreement concluded between the Other Contracting Party and XBS Company. For the purposes the Agreement concluded between the Other Contracting Party and XBS Company, the indexation period shall mean the individual consecutive calendar months starting with the month in which the Agreement between the Other Contracting Party and XBS Company was concluded and ending with the calendar month in which the services were provided in full (the last day of provision of services provided under Agreement shall be decisive). The coefficient of increase in prices of refreshments in the scope of alcoholic beverages for the indexation period shall mean the product (multiple) of the increases in the price index for individual calendar months that are included in the indexation period. The increase in the price index for a calendar month is understood as the value that is the ratio of the price index value for a given calendar month published by the Statistical Office of the Slovak Republic to the value 100. The price index is understood as the value stated for a given calendar month in the "Consumer Price Index compared to the previous month - monthly [sp0004ms]", statistics published by the Statistical Office of the Slovak Republic on the office's website in the public database DATAcube in section 2.3.1.1 Consumer Price Indices, in the line "Alcoholic beverages and tobacco":https://datacube.statistics.sk/#!/view/sk/VBD_INTERN/sp0004ms/v_sp0004ms_00_00_00_sk. If at the time of billing for the provided services the price index value for any of the calendar months of the indexation period is not published in the aforementioned database, the price index value in the month that was last published by the Statistical Office of the Slovak Republic for the indexation period in the above

statistics will be used for the purposes of calculating the increase in the price index in the given month of the indexation period. XBS Company will apply the Price increase according to this point of the Agreement and bill it in the final billing for the Other Contracting Party.

6. PAYMENT TERMS AND SERVICE GUARANTEE

6.1. The price for Services shall be payable:

a) immediately upon the submission of the billing of the ordered and used Services without any deductions/discounts, unless expressly agreed otherwise or unless the GTC stipulate otherwise, or
b) according to the payment terms agreed upon in the Agreement.

6.2. If the price for Services:

a) was paid by the Other Contracting Party within the stipulated period or deposited by the Other Contracting Party to the XBS Company's deposit pursuant to Article 5.6, the XBS Company guarantees to provide Services to the Other Contracting Party,
b) was not paid by the Other Contracting Party within the stipulated period or was not deposited to the XBS Company's deposit pursuant to Article 5.6:
(i) the XBS Company does not guarantee the provision of Services to the Other Contracting Party, and/or
(ii) the XBS Company shall be entitled to withdraw from the Agreement; this shall not affect the XBS Company's claim for default interest and damages caused by a breach of the Other Contracting Party's obligation to pay the price for Services.

6.3. The obligation to pay the price for Services or payments pursuant to Article 5.6 shall be deemed to have been fulfilled on the date on which the agreed amount is credited to the XBS Company's bank account or paid in cash to the XBS Company's cash register.

6.4. In the event the Other Contracting Party is delayed with the payment of the agreed price for Services, the XBS Company shall be entitled to charge default interest at the rate fixed by the applicable law. The payment of default interest shall not affect the XBS Company's claim for damages and/or its withdrawal from the Agreement.

6.5. The XBS Company shall be entitled to unilaterally offset any of its claims against the Other Contracting Party in relation to any claim of the Other Contracting Party against the XBS Company. For this purpose, the XBS Company shall be entitled to deduct funds from the Other Contracting Party's card and/or from the funds of the Other Contracting Party credited to the XBS Company's bank account, or from the funds deposited with the XBS Company's Hotel.

6.6. A unilateral offset of the Other Contracting Party's claim against XBS shall not be possible unless the court has given the final judgement in the matter of the offset claim of the Other Contracting Party against the XBS Company.

7. SPECIFIC PROVISIONS ON SERVICES

ACCOMMODATION SERVICES

7.1. The Other Contracting Party shall not be entitled to request the availability of a particular room category (hereinafter referred to as the "room"); this shall not apply

a) if the XBS Company confirms in writing the room in question shall be available, or
b) the provision of Services became guaranteed pursuant to Article 6.2 hereof.

7.2. The provisions of Article 7.1 shall not apply in the case of a multi-day stay, where the Other Contracting Party or the person benefiting from the provision of the Services that are to be provided does not appear

until 10 AM of the day following the date of arrival and fails to consult the XBS Company in advance and present a credible justification for his/her late arrival.

CHECK-IN

7.3. The reserved rooms shall be made available from 3 PM on the agreed date of arrival. The Other Contracting Party shall not be entitled to early check-in. Early check-in shall be subject to the approval of the XBS Company's Hotel facility, and is generally dependent on the available capacity and is subject to the valid price list.

CHECK-OUT

7.4. On the day of the agreed departure, the Other Contracting Party or the person benefiting from the provision of the Services shall be obliged to vacate and leave the room no later than at 10 AM. Failure to fulfil this obligation shall be considered a new proposal for the conclusion of the Accommodation Contract. In this respect, the XBS Company may charge an additional fee in the amount specified in the applicable price list for Services. This shall not affect other forms of compensation of the XBS Company, in particular in the form of a claim for damages, for example by the payment of the difference in the price of the accommodation Services applicable at the time of the breach of the obligation arising from this paragraph.

7.5. The stay at the XBS Company’s accommodation facility shall also be governed by the operating procedures and the Complaints Policies of the XBS Company’s accommodation facility, which the Other Contracting Party shall be obliged to comply with.

7.6. Upon the receipt of the room, the Other Contracting Party (Accommodated person) shall be obliged to properly inspect the room and to report any faults, defects, or problems immediately to the authorised employees of the XBS Company. The accommodated person shall also be obliged to proceed in such a way in the event he/she detects signs of potential damage done to the room or its inventory.

7.7. The Other Contracting Party shall be fully liable for damage caused to the property of the XBS Company by the accommodated person.

7.8. The Other Contracting Party shall not be entitled to sublease the leased room without the prior written consent of the XBS Company.

RENTAL OF PREMISES – conference rooms and other premises, rental of sporting facilities

7.9. The Other Contracting Party shall not be entitled to cede and/or sublease the leased premises of the Resort to a third party without the prior written consent of the XBS Company.

7.10. The Other Contracting Party shall not be entitled to make structural interior alterations or other modifications in the leased premises of the Resort without the prior written consent of the XBS Company.

7.11. The Other Contracting Party shall not be entitled to place any objects within the premises without the prior written consent of the XBS Company.

EVENT

7.12. In the event the XBS Company is not organising the Event, the organiser of the Event shall be liable for all damage caused to the buildings and premises within the Resort and to its equipment and for all damage caused to the XBS Company by the organiser of the Event, participants of the Event, visitors of the Event, employees of the organiser or other third parties participating in the Event or involved in the organisation of the Event. The XBS Company may request in advance appropriate collateral (e.g. insurance, deposit, guarantee, etc.) from the organiser of the Event in order to ensure claims arising from the liability for damages.

7.13. The organiser of the Event shall be liable for the occupational safety and technical equipment safety during the organisation of the Event, for the compliance with the generally binding legal regulations and local government regulations, for the health protection of its employees and suppliers present in the premises of the Resort during the Event, as well as of the participants of the Event.

7.14. The organiser of the Event undertakes to comply with the instructions of the XBS Company or the persons designated by the XBS Company to protect the property of the XBS Company and to ensure the participants of the Event comply with these instructions, as well.

7.15. The organiser of the Event shall be obliged to inform the persons authorised by him/her – who carry out activities for the benefit of the organiser and the suppliers and are present in the premises of the Resort with the organiser's knowledge – of their obligations resulting from the Agreement and from these GTC.

7.16. The organiser of the Event declares to have the necessary technology, financial resources as well as the sufficient number of employees and other authorised persons to organise the Event in a proper and timely manner, to have been properly acquainted with the conditions under which the Event shall take place, to have explored and been made aware of the possibilities and characteristics of the Resort, to have obtained and duly verified all the necessary information relating to the Resort and, in particular, to have become acquainted with the state and nature of the Resort and its surroundings, in which the
Event will take place, including the driveways. In view of the above, the organiser of the Event declares and confirms to have obtained all the necessary information regarding the risks and any other circumstances that might affect his/her activities and the organisation of the Event.

7.17. The organiser of the Event undertakes to insure the Event as well as to conclude an insurance contract covering the liability of the organiser of the Event for the performance of his/her activities and the organisation of the Event as well as the liability of the organiser of the Event against the claims of third parties. At the request of the XBS Company, the organiser of the Event shall be obliged to submit an insurance certificate and proof of proper fulfilment of the insurance policy conditions.

7.18. The organiser of the Event, the persons authorised by him/her to perform activities for the benefit of the organiser, and the suppliers shall be obliged to observe the Visitor Policy and the operating procedures within the Resort, to comply with the ban prohibiting the consumption of alcoholic beverages and other narcotic drugs and substances and not to enter the Resort or its buildings under their influence, to maintain order and sanity in the Resort (no leftover food, wraps etc.) and to comply with the ban prohibiting firearms and fireworks to be carried into the Resort. The organiser of the Event shall be obliged to ensure these regulations are complied with also by the participants of the Event. The organiser of the Event shall be fully liable for the participants of the Event.

7.19. In justified cases, the XBS Company shall be entitled to relocate the Event into another room or another area within the same price range.

7.20. In the event the start and end times of the Event change without the prior written consent of the XBS Company, the XBS Company shall be entitled to charge extra fees, except where the XBS Company is responsible for changing the times. If the Event runs over 10 PM, the XBS Company shall be entitled to charge a fee of up to EUR 100 per person per hour including VAT. The agreed number of participants shall be used as the basis for the calculation of the fee pursuant to the preceding sentence.

7.21. The organiser of the Event undertakes that all waste from the Event shall be disposed of properly and in accordance with the applicable generally binding legal regulations.

7.22. If the organiser of the Event delegates the disposal of packaging materials to the XBS Company, the XBS Company shall be entitled to charge the Other Contracting Party with the resulting fees.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. If the organiser of the Event infringed the intellectual property rights in connection with the Event and the XBS Company settled the obligation to pay such remuneration or reimbursement or settled the claim for

compensation of the damage incurred, the organiser of the Event shall be obliged to reimburse the XBS Company all such costs and damages within the period and in the extent specified in the XBS Company's request for payment.

8.2. In the event an obligation arose to pay the authors or performs remuneration for the use of their work or artistic performance based on direct cooperation with the authors or artists at the Event, the organiser of the Event shall be obliged to pay the remuneration directly.

8.3. If the XBS Company employs artists to perform at the Event on behalf of the organiser of the Event, the organiser of the Event undertakes to pay remuneration for the use of the artistic performance in full.

9. DECORATIVE MATERIAL, DISPLAY ITEMS

9.1. The XBS Company shall assume no liability for the loss, destruction or damage of items brought by the organiser of the Event to the premises of the XBS Company, except in cases of gross negligence or intent to cause damage by the XBS Company.

9.2. Items brought to the premises in connection to the Event shall meet the requirements of fire regulations. In this respect, the XBS Company shall be entitled to request proof of their official certificates. If the organiser of the Event fails to comply with this request, the XBS Company shall be entitled to remove and retain such items at the expense of the organiser of the Event. On account of potential damage, it is only allowed to install and attach the items to the walls or objects with the prior written consent of the XBS Company.

9.3. All items brought to the premises shall be removed by the organiser immediately following the end of the Event. If the organiser of the Event fails to comply with this obligation, the XBS Company shall be entitled to remove such items and store them at the expense of the organiser of the Event. If the items remain on the premises of the Event, such conduct shall be deemed to constitute the conclusion of a rental agreement, and the same payment terms shall apply as in the case of a rental of premises for the purpose of an organisation of the Event. This shall not affect the XBS Company's claim for damages.

10. TECHNICAL EQUIPMENT, CONNECTIONS

10.1. Should the XBS Company provide technical and other equipment supplied by a third party upon request of the Other Contracting Party, such action shall be deemed a direct representation of the Other Contracting Party and the XBS Company shall act in the name and on behalf of the Other Contracting Party. The Other Contracting Party shall be liable for the disposal of equipment and for its proper return. The XBS Company assumes no liability for any damage caused to third parties and the Other Contracting Party undertakes to indemnify the XBS Company against any potential third party's claims.

10.2. Own electric equipment connected to electric supply of the XBS Company shall be used upon prior written approval of the XBS Company. The organizer of the Event shall be fully liable for any defects or damages of the XBS Company's equipment arising from its use, except for the case of a beach of obligations by the XBS Company. The organizer of the Event shall settle the financial compensation for the electricity consumption in the amount of flat rate set by the XBS Company.

10.3. The Other Contracting Party may use its own telephone and data transmission devices with the consent to connect to the XBS Company's network and the XBS Company may request settlement of the charge for the data used by the Other Contracting Party.

11. RENTAL SERVICE

11.1. The XBS Company being the Lessor undertakes to:

a. hand over the movable property for temporary use to the Other Contracting Party in a condition suitable for normal use, with mandatory equipment and required documents in compliance with the requirement of the applicable legal regulations. The manner, place and time of the handover of the movable property shall be agreed in the Agreement. The Contracting Parties shall confirm the handover and takeover of the movable property by signing the Agreement, which serves as confirmation of the Other Contracting Party (for the purpose of this clause hereof referred to as the "Lessee") that the movable property is in proper technical state and involves all obligatory and agreed equipment and required documents.
b. ensure settlement of all claims.

11.2. The Lessee undertakes to:

a. use the movable property exclusively for their own purpose, i.e. the movable property shall not be assigned, sold, given, pledged to third parties or used in any other way contrary to the Agreement and contrary to the intended purpose of the movable property,
b. to ensure no damage occurs to the movable property, to comply with the manufacturer's and XBS Company's instructions,

11.3. The Lessee shall not make any changes to the movable property without prior written approval of the XBS Company. The Lessee shall be obliged to remove any additions, accessories or promotional tags from the movable property and to restore the movable property to the original condition on their own expense.

11.4. The Lessee shall be obliged to acquaint themselves with the principles of proper use of the movable property and its equipment under manufacturer's regulations and adhere thereto consistently thorough the period of use. The Lessee shall maintain the movable property in the condition equal to the condition of the movable property upon takeover, taking into account normal wear and tear.

11.5. In case the movable property is equipped with a security device (alarm, mechanical security device etc.), each time the property is abandoned, the Lessee shall be obliged to ensure that the movable property is locked and secured.

11.6. Upon request of the XBS Company, the Lessee shall be obliged to provide the movable property for the purpose of inspection whether the movable property is used properly during the duration of the Agreement.

11.7. The Lessee shall be obliged to avoid damage, destruction, loss or theft of the movable property. Should the Lessee cause third person's personal injury or any damage to third parties' property, they shall be obliged to notify XBS Company and relevant police department without delay. As the Lessor, the XBS Company shall ensure that this is communicated to the insurance company.

11.8. In case the Lessee fails to report any damage arising from the rent of the movable property to the XBS Company and relevant police department, the responsibility for the damage to the property, other property or health shall be borne by the Lessee. The costs of elimination or repairs of the damages caused by the Lessee and not reimbursed by the insurance company shall be settled by the Lessee. In case the insurance company settles only part of the damage, the Lessee shall be obliged to settle the outstanding part of the damage to the XBS Company.

11.9. Responsibility for any damage caused by destruction (total damage), theft or damage to the movable property to the extent not covered by the insurance payout under insurance policy shall be borne by the Lessee. In case of gross negligence of the Lessee decreasing the insurance payout and covering only partial (or no) cost of the damage compensation, the Lessee shall settle the difference between the repair cost and the amount of insurance payout or full compensation of damage in case the insurance company provides no insurance payout.

11.10. In case of deliberate harm, destruction, theft or damage caused under the influence of alcohol or other narcotic substances, the damages shall be borne by the Lessee.

11.11. In case of returning dirty movable property, the Lessee acknowledges that they shall be liable for any damage discovered after washing the movable property.

11.12. In case of a misdemeanour caused by the Lessee, the Lessee undertakes to bear any costs associated with the misdemeanour.

11.13. The rental has been agreed in the Agreement of the Contracting Parties. The payments are due according to the due date agreed in the Agreement.

11.14. Upon expiry of the agreed rent or upon termination of rent, the Lessee shall return the equipment, gear and documents to the XBS Company in agreed state pursuant to these GTC.

11.15. In case the Lessee does not return the movable property upon termination of the rent duly and on time or does not request written approval of the XBS Company to extend the rent period, usage of the movable property shall be deemed undue. In such case, the XBS Company shall be entitled to report undue use of the movable property by the Lessee to the law enforcement authorities and any costs or damages arising from their action shall be borne by the Lessee. The Lessee shall be obliged to pay the XBS Company a contractual penalty in the amount corresponding to the total amount of agreed rent until the proper return of the movable property.

12. TERMINATION OF THE AGREEMENT

12.1. The Agreement shall terminate by:

a. termination Agreement of the Contracting Parties,
b. withdrawal of the Consumer or Entrepreneur,
c. withdrawal of the XBS Company,
d. completing the Agreement,
e. death of the Other Contracting Party.

12.2. The Consumer shall be entitled to withdraw from the Agreement by presenting the notice of withdrawal from the Agreement and settle termination fee under the following conditions:

a. in case of withdrawal from the Agreement or part of the Agreement at any time during the duration of the Agreement, the Consumer is obliged to settle the termination fee in the amount of 100 % of the agreed price of Services (12.5), and simultaneously

b. In case of withdrawal from the Agreement or part of the Agreement, the Consumer shall be entitled to withdraw from the Agreement earlier than 2 (two) days prior to the commencement of Services under the Agreement, arrival date or CHECK-IN date (whichever is earlier), and the Consumer shall settle the termination fee in the amount of 100 % of the agreed price of the Services pursuant to the clause 12.4 .

The clause 12.2 shall not be applied in case of withdrawal from the distance Agreement under article 16 hereof.

12.3. Unless otherwise agreed in the Agreement, the Entrepreneur is entitled to withdraw from the Agreement by presenting the notice of withdrawal from the Agreement and settlement of termination fee under the following conditions:

a. in case of withdrawal from the Agreement or part of the Agreement at any time during the duration of the Agreement, the Entrepreneur shall be obliged to settle the termination fee in the amount of 100 % of the agreed price of the Services under the clause 12.5, and simultaneously,

b. the Entrepreneur is obliged to settle as a termination fee the part of the price for the Services under the clause 12.4 if the Entrepreneur withdraws from the Agreement or part of the Agreement:

- within the period from the date of conclusion of the Agreement – within 61 days (inclusive) prior to the the agreed date for commencement of the Services under the Agreement, the Arrival Date or CHECK-IN (whichever is earlier), the Entrepreneur shall be liable to settle the termination fee in the amount of 10 % of the agreed price of the Services under the clause 12.4,
- within the period of 60 – 31 days (inclusive) prior to the the agreed date for commencement of the Services under the Agreement, the Arrival Date or CHECK-IN (whichever is earlier), the Entrepreneur shall be liable to settle the termination fee in the amount of 70 % of the agreed price of the Services under the clause 12.4,
- within the period of 30 – 10 days (inclusive) prior to the agreed date for commencement of the Services under the Agreement, the Arrival Date or CHECK-IN (whichever is earlier), the Entrepreneur shall be obliged to settle the termination fee in the amount of 90 % of the agreed price of the Services,
- within the period of less than 9 days prior to the agreed date for commencement of the Services under the Agreement, the Arrival Date or CHECK-IN (whichever is earlier), the Entrepreneur shall be obliged to settle the termination fee in the amount of 100 % of the agreed price of the Services.

12.4. Refundable part of the price for the Services means the partly or fully refundable part of the price for the Services, the paid part of which, after deduction of any termination fees, shall be refunded by XBS Company to the other Party - the Consumer or the Entrepreneur, if the conditions for its refund as set out in the Agreement or these GTC have occurred. The "Refundable part of the price for the Services" is expressly stated in the Agreement (or XBS Company's confirmed binding order) as a percentage of the total price for the Services.

12.5. Non-Refundable part of the price for the Services means the non-refundable part of the price for the Services that the Consumer or Entrepreneur is required to pay to XBS Company. XBS Company shall not be obliged to refund such part of the price for the Services already paid to the Consumer or the Entrepreneur, without taking into account the circumstances or the rights asserted by the Other Party, except for the Consumer's rights under Article 16. GTC. The Non-Refundable part of the price for the Services is expressly stated in the Agreement (or the Binding Order confirmed by XBS Company) as a percentage of the total price for the Services. Any reimbursement made by the Other Party shall be initially credited by XBS Company to the part of the Services Price pursuant to the clause 12.5 and only upon full reimbursement shall be credited to the part of the Services Price pursuant to the clause 12.4 of the GTC.

12.6. The term withdrawal fee refers to the right of the XBS Company to have the price of the Service or its unpaid part settled in case of withdrawal from the Agreement in respect to the Services under Article 12.2. The withdrawal fees (contractual penalties) are payable upon their application by the XBS Company and notifying the Other Contracting Party.

12.7. The XBS Company shall be entitled to withdraw from the Agreement in all cases where these GTC or Agreement acknowledge the right of the Other Contracting Party to withdraw from the Agreement without the obligation to settle the price of the Services or its part or establishes the obligation to settle the termination fee.

12.8. The XBS Company shall be entitled to withdraw from the Agreement with immediate effect:

a) pursuant to the provisions set out in the Agreement,
b) pursuant to Article 6.2 b) of this GTC,
c) in case of any unpaid payables by the Other Contracting Party against the XBS Company arising from this Agreement or GTC, the XBS company is entitled to claim damages against the Other Party,
d) in case of objectives hindrances of the XBS Company’s ability to provide services, e.g. force majeure, causing impossibility to perform the Agreement,
e) in case of conditions causing impossibility of the XBS Company to duly provide Services (e.g. impossibility to grant sufficient quality of Services due to reconstruction or necessary repair of the premises of the Resort),
f) Services have been deliberately booked by providing confusing or false information about facts related to the Other Contracting Party or the reason for the stay;

g) The XBS company has reasonable grounds to believe that using Services may jeopardize proper operation, safety, seriousness of XBS towards the public, unless such adverse situation is causally related to the XBS Company's action;
h) the reason of the stay of the Other Contracting Party or person entitled under the contract is illegal,
i) the Other Contracting Party has breached the Agreement or GTC;
j) the Entrepreneur's property or its part is in distraint proceedings and/or enforcement proceedings and/or restructuring proceedings and/or bankruptcy is declared and/or a reason for such proceedings exist.

12.9. In case the XBS Company withdraws from the Agreement:

a) for the reasons set out in Article 12.7 or 12.8 (except for Article 12.8 e)), the Other Contracting Party waives the claim to compensation of the damage pursuant to this GTC or the Agreement,
b) for the reasons set out in Article 12.8 e), the XBS Company:
   (i) shall ensure alternative deployment of the Services located within 25 km from the registered seat of the XBS company within the same foreseen CHECK-IN date, or
   (ii) provide the Other Contracting Party a discount from the price of the Services, if the Other Contracting Party agrees with the alternative date of providing the Services or
   (iii) refund the price paid for the Services.

13. OTHER CONTRACTUAL AGREEMENTS

13.1. The Other Contracting Party may provide food and drinks within the premises of the Resort to third parties only upon prior written consent of the XBS Company. In such case the Other Contracting party is obliged to settle the costs of serving the food and drinks ("corkage").

13.2. The Other Contracting Party shall be liable for the food and drinks served by themselves, their harmlessness for consumption and undertakes to indemnify the XBS Company against any potential claims of third parties arising from a breach of this obligation.

13.3. The XBS Company shall bear no responsibility for the quality of food brought out from the premises of the Resort where the food is served or brought out from the Resort for the purpose of consumption in private. Due to strict hygienic EU procedures and standards, bringing and consuming own food and bringing out food exclusively intended for consumption in the hotel is prohibited. Unless otherwise agreed, bringing own drinks (alcoholic and non-alcoholic) to the hotel is strictly prohibited. In case of a breach of the prohibition, the hotel reserves the right to charge a flat rate in the amount of €100.

14. DEFECTS IN SERVICES, WARRANTY PERIOD AND PREVENTIVE OBLIGATION OF CLIENT

14.1. In case of any defects in services, the Other Contracting Party shall be liable for notification of the defect to the XBS Company without undue delay but no later than 2 days after the provision of the Services. Failure to apply the defect in services during this period or its use despite indicating a defect by the Other Contracting Party results in the loss of XBS Company's liability for the defects.

14.2. In case the Other Contracting Party uses Services despite being indicated as defective, they waive the right to complaint and provision of the Services shall be deemed as accepted by the Other Contracting Party without objections.

14.3. The method of handling the complaint is set out in the Complaints Policy, which constitutes part of the Agreement.

15. LIABILITY FOR DAMAGE CAUSED BY THE XBS COMPANY10

15.1. The XBS Company shall be liable for compliance with their contractual obligations with professional diligence.

15.2. The Other Contracting Party shall not be entitled for reimbursement of the damage caused by their deliberate or negligent action or deliberate/negligent action of third parties who are staying in the Resort with the knowledge of the Other Contracting Party and use the Services of the XBS Company.

15.3. The XBS Company shall be liable for the damage on the objects brought in or stored in the accommodation facility pursuant to the Agreement, GTC and the provisions of Art. 433 et. Seq. of the Act No. 40/1964 Coll., the Civil Code, as amended. The right to compensation of the damage has to be exercised to XBS Company without undue delay but no later than fifteen days after the day of obtaining information regarding the damage.

15.4. The XBS Company shall not be liable for any damage caused outside of the area of the accommodation facility of the Resort on the property of Other Contracting Party or third parties, who are using the Services of the XBS Company, unless otherwise agreed by the Agreement or concluded by specific deposit agreement of the Contracting parties. Provision of place for deposit of objects on the parking lot of the XBS Company does not constitute inception of deposit agreement.

16. SPECIAL PROVISIONS ASSOCIATED TO DISTANCE AGREEMENTS OF CONSUMERS

16.1. In case the Agreement has been concluded through the communication means remotely, e.g. in an electronic order form or through telephone or e-mail communication or other distance means of communication, the Consumer loses their right to withdraw from the Agreement in relation to the consumed Services at the moment of granting their explicit consent to start providing the Services prior to the expiry of the withdrawal period from the agreement.

16.2. Should the provision of the Service under Agreement start prior to expiry of the withdrawal from the agreement, or the Consumer requests provision of the Service prior to expiry of the withdrawal period, the XBS Company hereby:

a) instructs the Consumer that upon approving the start of provision of the agreement prior to the expiry of the withdrawal from the Agreement, the Consumer shall lose the right to withdraw from the Agreement upon complete provision of the Service, and

b) the Consumer shall explicitly agree with the start of provision of the Services prior to the expiry of the withdrawal from the agreement and declare that they have been duly instructed in pursuant to section a)

16.3. The Consumer acknowledges that upon complete provision of the service, they shall lose right to withdraw from the Agreement and that the Consumer is obliged to settle the price for the services actually provided, in case that:

a. the Consumer concludes the Agreement requesting the provision of Services within 14 days withdrawal period commencing upon conclusion of the Agreement,

b. the provision of the Service started upon explicit agreement of the Consumer and the Consumer has declared to be duly instructed that upon expressing their agreement, they shall lose the right to withdraw from the Agreement after the Service has been completely provided.

16.4. In case of a breach of the conditions under Article 16.1, 16.2 and 16.3 hereof by the XBS Company, the Consumer shall be entitled to withdraw from the Agreement in pursuant to the respective legal regulation, i.e. 14 (fourteen) days from conclusion of the Agreement and shall have the right to withdraw from the Agreement by withdrawal form or using e-mail address specified when carrying out the Order and the XBS Company shall be obliged to refund the price paid for the Services related to the withdrawal to the Customer.

16.5. The Consumer shall not have the right to withdraw from the part of the Agreement associated to the provision of accommodation pursuant to the provision of Article 1 paragraph 2 g) and relaxation activities booked for a specific date under the provision of Article 7 paragraph 6 k) of Act No. 102/2014 Coll. on the sale of goods and provision of services on the basis of a distance agreement or an offpremises contract and on amending and supplementing certain acts (hereinafter referred to as the "Act on the sale on the basis of a distance contract").

16.6. In case the subject matter of the Agreement is goods, the Consumer shall have the right to withdraw from the Agreement within 14 (fourteen) days from the receipt of the goods. This is not applicable if the character of goods corresponds to one of the exceptions to the right to withdraw from the Agreement set out in the Act on the sale on the basis of a distance contract. This may include for example selling of the goods enclosed in a protective packaging which is not suitable for returning for health protection reasons or for hygienic reasons and the packaging of which was broken after the delivery.

17. FINAL PROVISIONS

17.1. Any amendments to the Agreement and GTC shall be made in writing. This GTC shall be amended as per Article 3.4 hereof.

17.2. The contracting parties have agreed that the communication and delivery of correspondence may be carried out by:

a) sending documents personally or by post – to the address of the residence registered in the Commercial Register or in other register, or to the permanent address,
b) sending electronic mail (e-mail) – to the address specified by the XBS Company and the Other Contracting Party.

17.3. The document/notice shall be deemed duly delivered (i) if sent via e-mail, at the time of generating the confirmation by the device used to send the document/notice, (ii) if sent via post, on the seventh day from the date of dispatch in form of registered mail with a record of delivery, (iii) if delivered personally, on the day of the receipt or refusal to receipt by the addressee. The contracting parties are obliged to notify each other without delay in case of change of the addresses for the delivery of documents.

17.4. All disputes between the contracting parties arising from the legal relationships established pursuant to the Agreement and/or GTC, including disputes on validity, interpretation and termination of the Agreement, shall be submitted for judgement to the locally competent court of the Slovak Republic.

17.5. The Consumer shall be entitled to refer to the XBS Company with a request for rectification, if the way the XBS Company handled his Complaint is not acceptable or if they believe that the XBS Company has violated his rights. The Consumer shall be entitled to file a petition for alternative dispute resolution to ADR entity, in case the XBS Company refused the request under the preceding sentence or did not respond to it within 30 (thirty) days from the date of dispatch. The Consumer shall file the petition to the competent ADR entity without prejudice to the possibility of making a reference to the Court.

17.6. The petition may be filed also through the Platform of Alternative Dispute Resolution available on the web site https://webgate.ec.europa.eu/odr/main/?event=main.home.show

17.7. The XBS Company accepts complaints at the address indicated in the header of these GTC and at the email address reception@x-bionicsphere.com

17.8. Legal relations not expressly regulated by the Agreement and/or GTC are governed exclusively by the law of the Slovak Republic:

a) in relation to Consumers, by the civil law regulations, namely the Civil Code;
b) in relation to other persons (not mentioned in the clause a) above), the regulations of the commercial law, namely the Commercial Code

and other generally binding legal regulations.

17.9. The XBS Company provides personal data protection of any natural person (the Other Contracting Party) pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "GDPR"), and the Other Contracting Party can find more information on processing their personal data in the document "Privacy and personal data protection policy" available at the website of the Hotel: https://www.x-bionicsphere.com/wp-content/uploads/2018/09/210061_XBS-Samor%C3%ADn_politika-ochrany-osobn%C3%BDch-%C3%BAdajov.pdf.

17.10. GTC have been drawn up and published in Slovak and English language. In case of differences in these two language versions Slovak version shall prevail.

17.11. In the event that any provision of the Agreement or these GTC is or becomes invalid, ineffective and/or unenforceable, other provisions of the Agreements and GTC remain valid, effective and enforceable.

Published on the website of the XBS Company on April 23, 2025 along with the notice.

Šamorín, valid and effective since April 23, 2025

WITHDRAWAL FORM

(FILL IN AND SEND THIS FORM ONLY IN CASE YOU WISH TO WITHDRAW FROM THE AGREEMENT)

To:

X-BIONIC® SPHERE a.s.
Dubová 33/A
931 01 Šamorín

I/We hereby notify*, that I am/we are withdrawing * from the Agreement associated with the goods/from the Agreement on provision of the services and works*:	
Date of order / Date of receipt *:	
Name and surname, address of the consumer(s)	

Date:

Signature of the consumer(s)*
(only in case this form is submitted in paper form)

** Strike out where not applicable.*