

General Terms and Conditions and the Booking Procedure

1. Booking a stay in the spa

Clients may book a stay in the spa operated by KÚPELE VYŠNÉ RUŽBACHY, a. s. (hereinafter referred to as "KVR, a. s.") in person, by phone, online or via an e-mail. After receiving a binding order for the stay, KVR, a. s. reserves the right to claim an advance payment representing 100% of the price of the ordered stay prior to the client's arrival to the spa, to be paid upon a pro forma invoice by the due date specified therein.

2. Conditions regarding staying in the spa

Client's stay in the KVR a. s. spa is conditioned by the following:

- A binding confirmation of booking issued by KVR, a. s.;
- Payment of the price of the stay by the due date specified in an agreement on the stay or in an invoice;
- By paying a pro forma invoice or a pre-specified portion of the price of the stay, the client expresses their consent to these General Terms and Conditions of KÚPELE VYŠNÉ RUŽBACHY a. s. (hereinafter referred to as "GTC");
- Should a client fail to pay a pro forma invoice by the due date for objective reasons, the client shall notify KVR a. s. thereof; otherwise, the booked stay shall be regarded as cancelled and the client is no longer entitled to be provided with the ordered services.

3. Payment method

The contractual price may be paid:

- Via an online payment gateway;
- Via a bank transfer of the funds to the bank account of KVR, a. s., prior to the arrival to the spa, upon an issued pro forma invoice;
- In cash or by card at the arrival to the KVR, a. s. spa (in case the reservation is made less than 3 days prior to the beginning of the stay).

4. Rights and obligations of clients

Clients are entitled to:

- Be provided with the services in the agreed scope and with the necessary information regarding the price, content and plan of their stay in the spa;
- Be notified of any changes in the dates of their stay, the scope of services, and the price and potential cancellation of their stay;
- Claim proper and high-quality provision of services as well as additional information on the services to be provided;
- Complain about potential deficiencies on site with respective employees of KVR, a. s. and claim a remedy;
- Withdraw from the order prior to the due date of the pro forma invoice, without the requirement to state their reasons.

The period for the right to withdraw shall expire on the due date of the pro forma invoice. In case of withdrawal from the order, the cancellation of an already paid stay shall be subject to an administration fee of €20 per person. When exercising their right to withdraw from the agreement, the client shall notify KVR, a. s. of their decision by a written notice containing the client's unequivocal declaration (by sending a notice by post to the address: KÚPELE VYŠNÉ RUŽBACHY, a. s., Vyšné

Ružbachy 48, 065 02, or via an e-mail to the e-mail address: rezervacie@ruzbachy.sk, recepciat1@ruzbachy.sk or strand@ruzbachy.sk). The withdrawal may be filed using a withdrawal form enclosed to these GTC. The period for the right to withdraw shall remain if the withdrawal notice is delivered prior to the expiry of the period for the right to withdraw.

Following the client's withdrawal from the order, KVR, a. s. shall return any and all payments paid by the client in connection with the placed order, subject to the cancellation conditions specified in Section 7. Payments shall be returned within the period of 30 days of the date when the withdrawal notice is delivered to KVR, a. s.

Such return payment shall be made via bank transfer.

In case the client requests that the provision of services is commenced during the period for the right to withdraw, the client shall pay the price of the services actually provided till the date when the client notified KVR a. s. of their decision to withdraw from the agreement. Clients are only entitled to withdraw from the order and obtain returned funds without being charged any cancellation fees in the following cases:

- Their stay is cancelled by KVR, a. s.;
- Substantial changes are made to the plan or scope of the provided services; substantial changes do not include changes in accommodation provided that the replacement accommodation is of the same or a higher category.

Obligations of clients

Clients are obliged to:

- Abide by the provisions of the Accommodation Rules of KVR, a. s.;
- Provide names of all participants of the stay, including those who do not pay the costs of the stay;
- Children younger than 18 years may only stay in the spa when accompanied by adults who are fully responsible for the children, or upon a written consent of the authorised adult;
- Abide by the information materials that specify in more detail the conditions regarding staying in the KVR, a. s. spa;
- Provide KVR, a. s. with any assistance necessary for the provision of services with regard to potential changes, complaints or insured events;
- Pay cancellation fees in case of cancelling their stay in the spa;
- Authenticate their identity after arriving to the spa by submitting their ID document at the reception desk (valid ID card or passport) for the purpose of registration of accommodated guests pursuant to the act on the provision of accommodation services;
- Foreign nationals shall submit additional documents certifying their stay in the Slovak Republic, as required by applicable legislation, in particular Act No 48/2002 Coll. on the Stay of Aliens, as amended;
- On the last day of their stay, clients are obliged to hand over, in a timely and proper manner, the premises entrusted to them for the purpose of temporary accommodation with regard to the ordered services for the duration of their stay in the KVR a. s. spa.
- In case that any legal entities on the part of the client enter into the contractual relationship, such legal entities are obliged to:
 - Instruct respective guests about any and all conditions applicable to their stay in the spa, to the full extent;

- Ensure that respective guests fulfill the key obligations of clients and provide the assistance required for the purpose of providing the ordered services;
- Prior to the commencement of their stay, clients who are to be provided with treatment shall consider their health in respect of the conditions existing at the place of their stay (contraindications); when arriving to the spa to receive their spa care, they must undergo an initial medical examination.

5. Rights and obligations of KVR, a. s.

- Prior to issuing an order confirmation, KVR a. s. is obliged to provide any and all known information that may affect a decision of an interested potential client on purchasing a stay in the spa. In case of any circumstances preventing the provision of services to a client under the pre-agreed conditions, KVR, a. s. reserves the right to change the plan or the price of the stay, change the stay commencement and termination dates, change the accommodation facility or cancel the stay. In case of a change in the accommodation facility, the replacement facility must be of the equal or a higher standard.
- KVR, a. s. is entitled to withdraw from the agreement, or early terminate the client's stay, or withdraw from further provision of non-prescription procedures in the case of the client's gross violation of good morals, or inappropriate harassment or endangering of other clients or spa employees, or endangering their safety, health or property, or in the case of the client's gross violation of their obligations.

KVR a. s. as a service provider is entitled to:

- Exclusively and unilaterally modify these GTC;
- Modify its assortment and a scope, content or conditions of the offered services and products;
- Change the price list (prices of products and services) and change the provision of contractually agreed products and services under the terms and conditions defined herein;
- Charge cancellation fees in the amounts and under the conditions specified herein and compensate its claim arising from the cancelation fee charged to the payment paid by a client for the ordered services;
- Make an additional claim for the payment equal to the amount of damage caused by a client violating the Accommodation and Spa Rules and these GTC;
- Refuse admitting and accommodating a client, and refuse confirming a reservation, an order or a voucher in case of negative experience with the particular client during any of their previous stays in any of the accommodation facilities in the KVR a. s. spa.

6. Discounts, special offers and recreation vouchers

In case a client is entitled to a discount, the client shall inform about claiming such a discount when ordering services or making a reservation. In the client fails to do so, no discount shall be applied. Discounts shall not be combined or added and they shall not apply to last-minute deals, discount deals and special offers. Out of all discounts to which a client is entitled, the

client may apply the discount that is of the highest value. In case a client uses a recreation voucher obtained from their employer, the client shall notify KVR, a. s. as a service provider of their intention to apply the discount well in advance when making a reservation or ordering services.

7. Cancellation conditions

A stay in the spa may only be cancelled in writing, in form of a letter sent to the address of KVR a. s. The number of days determining the amount of the cancellation fee shall be counted since the day when the cancellation notice is delivered to the spa. The amount of the cancellation fee shall be determined based on the number of days prior to the client's arrival to the spa or prior to the provision of services as follows:

More than 29 days prior to the arrival: €20/person—the administration fee;

28–15 days prior to the arrival: 25% of the total price of ordered services;

14–8 days prior to the arrival: 50% of the total price of ordered services;

7–4 days prior to the arrival: 75% of the total price of ordered services;

3 or fewer days prior to the arrival: 100% of the total price of ordered services.

Clients shall not obtain any financial compensation for the ordered and unused services or for changes in the ordered services made during the stay (accommodation, board, therapeutic procedures and therapies).

In case of early termination of the stay by a client, or if the client fails to use all of the ordered and confirmed non-prescription procedures and therapies, the client shall not be provided any financial or any other compensation for board, accommodation, treatment, procedures, treatment, healthcare, or any other compensation for any other ordered services.

8. Prices

Price lists are published in the electronic form at the spa website; alternatively, clients may calculate the required price of their stay using the form published at the spa website, or the price lists may be obtained upon a request in printed or electronic forms.

KVR, a. s. reserves the right to change the prices and contents of its service packages.

9. Complaints, damage liability

In case a client believes that the scope or quality of services are lower than agreed in the agreement on the stay in the spa, the client shall be entitled to file a complaint. Clients shall exercise their right to a remedy for an inadequately provided service, without any delay, either directly at the place where the service is provided or with an authorised representative of KVR, a. s., in order to facilitate immediate remedy.

In cases where it is not possible to immediately make a decision about the client's complaint, a responsible employee of KVR, a. s. shall register the client's complaint using the complaint protocol containing the specification of objective circumstances related to the complaint. Following a thorough assessment of the complaint, KVR, a. s. shall make a decision on the settlement thereof within the period of 30 days.

In case the client is not satisfied with the manner in which their complaint is resolved, or if the client believes that their right have been violated, they are entitled to seek remedy from KVR a. s. Should KVR a. s. reject the client's request for remedy or fail to reply to it within the period of 30 days of the request date, the client shall be entitled to propose an alternative method for resolving the dispute with the Alternative Dispute Resolution Entity (hereinafter referred to as

the ADRE) pursuant to Act No 391/2015 Coll. on Alternative Dispute Resolution of Consumer Disputes (hereinafter referred to as the Proposal). In Slovakia, ADRE is the Slovak Trade Inspection or any other legal entity registered in the list of ADREs maintained with the Ministry of Economy of the Slovak Republic (hereinafter referred to as the "Ministry"). Buyers may file Proposal with ADRE in the written or electronic form, or verbally in the form of the minutes from a hearing; buyers may also submit Proposal using the form available at the Slovak Trade Inspection website: www.soi.sk, or using a platform of ADRE available at the EU website: http://ec.europa.eu/consumers/odr/index_en.htm.

In case of any circumstances where the causes, course and consequences thereof cannot be attributable to the operations and conduct of KVR, a. s., or any circumstances on a client's part due to which a client fails to use, in whole or in part, the ordered and paid services arranged by the hotel, the client shall not be entitled to any compensation for or discount on such services. Provider shall not be held liable for the damage that is not caused by a fault of the provider or its suppliers of services and is caused to the client by a third party which has no interconnection with the provision of the stay in the spa and related services, or by an event which could not be averted even with the maximum possible efforts exerted, or due to unusual or unforeseeable circumstances.

WITHDRAWAL FORM

(Fill out this form and send it only if you wish to withdraw from the agreement)

Addressee: KÚPELE VYŠNÉ RUŽBACHY, a. s., Vyšné Ružbachy 48, 065 02

I/We hereby withdraw from the agreement on the provision of the following goods/services*:

.....
Order date/receipt date*
Name and surname of consumer/consumers*
Address of consumer/consumers*

Signature of consumer/consumers* (only if this form is to be submitted in the printed form)

Date:

* please cross out whichever does not apply.