

General terms and conditions

Business conditions for the operating unit Swissôtel Damian Jasna, Demänovská Dolina No. 555, 031 01 (Section 273 (1) of the Commercial Code as amended)

Article I.

Introductory provisions

1. The purpose of the Terms and Conditions (hereinafter referred to as the "TC") is to regulate the rights and obligations in the legal relations between the operator of the Swissôtel Damian Jasna hotel (hereinafter referred to as the HOTEL) by the company DAMIAN JASNA HOTEL RESORT & RESIDENCES sro with its registered office at Demänovská Dolina No. 555, 031 01 Demänovská Dolina, Company Registration Number 54 998 778 and its contractual partners -natural persons and legal entities, in the provision of accommodation, catering, conference services and other MICE services, wellness and spa services, parking as well as additional hotel services; and thus determine the subject of a specific contract concluded between the service provider (hereinafter referred to as the ACCOMMODATOR and/or also the PROVIDER) and the customer of the services (hereinafter referred to as the CUSTOMER and/or also the CONSUMER).
2. Deviating arrangements in a specific contract take precedence over the wording of these Terms and Conditions.
3. The rights and obligations of the customer of services as a consumer who concludes a contract with service providers a specific contract for consideration as so-called "distance contract" within the meaning of Act 102/2014 Coll. as amended, which means the conclusion of a contract exclusively through one or more means of distance communication without the simultaneous physical presence of the PROVIDER and the CONSUMER, in particular by using the HOTEL's website: <https://www.damianjasna.sk/>, e-mail, telephone, fax (hereinafter referred to as "DISTANCE CONTRACT"), the special provisions in Article XIV of these Terms and Conditions shall apply in priority, unless other articles of these Terms and Conditions provide for more favorable conditions for the customer of services as a consumer.

Article II.

Definitions of terms

1. For the purposes of these OPs, the capitalized terms below have the following meanings:
meaning:
 - 1.1 **HOTEL AREA:** territory defined in the cadastral area of Demänovská Dolina: register plot "C" No. 2926/539.
 - 1.2 **HOTEL BANK ACCOUNT:** is the bank account of the PROVIDER, stated on the advance invoice, billing invoice or other similar document of the PROVIDER or in a specific CONTRACT as the bank account of the PROVIDER; currently it is a bank account held at: Tatra banka, as, IBAN: SK79 1100 0000 0029 4014 0571
 - 1.3 **PRICE LIST OF SERVICES:** is a valid price list of all offered services, including accommodation services, prepared by the ACCOMMODATOR, which determines the prices for these services at a given time and provided on behalf of the PROVIDER in the HOTEL or its PREMISES and forms part of the content of a specific CONTRACT concluded between the PROVIDER and the ORDERER.

1.4 **CHILD:** for the purposes of these GTC, a child is considered to be a person who, on the date of commencement of ACCOMMODATION or on the date of commencement of provision of a specific SERVICE, has not reached the age of 12 (the 12th year of age is understood as the day of birth); in the event that a person has reached the age of 12 (twelve) years on a specific day, the aliquot part of the payment for the SERVICES is charged from this day (inclusive) at the selling price specified in the PROVIDER's price list for an adult.

1.5 **ACCOMMODATION PERIOD:** is the period agreed in the CONTRACT, or the period resulting from the purpose of the ACCOMMODATION, stated in a specific CONTRACT, during which the ORDERER has the right to provide temporary accommodation in the HOTEL and to provide agreed hotel services; the ACCOMMODATION PERIOD always begins at 3:00 p.m. on the first day of the ACCOMMODATION PERIOD and always ends at 11:00 a.m. on the last day of the ACCOMMODATION PERIOD.

1.6 **ADDITIONAL SERVICE:** any other paid service according to the valid PRICE LIST OF SERVICES or according to a separate written agreement between the PROVIDER and the ORDERER or a free SERVICE other than ACCOMMODATION, provided in the HOTEL for the ORDERER, either on behalf of the PROVIDER or indirectly (on behalf of another supplier), based on the CONTRACT.

1.7 **ELECTRIC CHARGING:** charging the batteries of an electric vehicle from a charging station owned by the PROVIDER for the time strictly necessary, in a designated place in the GARAGE.

1.8 **HOTEL:** accommodation facility of the category: "hotel" with the name: "Swissôtel Damian Jasna, address: 031 01 Demänovská Dolina No. 555

1.9 **HOTEL ROOM/STUDIO/APARTMENT:** is a reserved accommodation space in a HOTEL, intended for the accommodation of natural persons - CONSUMERS.

1.10 **ORDERER:**

a) a domestic or foreign natural person who is not an entrepreneur within the meaning of the legal definition according to the generally binding legal regulations of the Slovak Republic or the relevant foreign legal order, and who does not act within the scope of his/her liberal profession, business or entrepreneurial activity (hereinafter referred to as "CONSUMER");

b) a domestic legal entity or a natural person in the position of an entrepreneur within the meaning of the legal definition according to the generally binding legal regulations of the Slovak Republic, or a foreign legal entity or natural person that meets the characteristics of an entrepreneur according to the relevant foreign legal order under which it was founded, if this person acts within the scope of its business activity (hereinafter referred to as the "CUSTOMER"); if it concludes a specific CONTRACT with the PROVIDER, the subject of which is SERVICES.

1.11 **PARKING:** temporary, protected use of a specific parking space in a garage; with the exception of those parking spaces that are designated and/or marked by appropriate traffic signs as reserved parking or a place for ELECTRICAL CHARGING; for the ORDERING PARTY, this is a paid SERVICE; unless otherwise stated in these GTC otherwise.

1.12 **GARAGE:** parking area for vehicles, located in the underground floor of the HOTEL on the plot reg. "C" no. 2926/539, marked with the appropriate traffic signs, intended in its entirety primarily for parking 180 vehicles of categories L, M, M1, N1. Vehicles of other categories may park only with the consent of the PROVIDER.

1.13 EVENTS and EVENT: the provision of specific SERVICES in the HOTEL for a fee or the mediation of the provision of specific SERVICES in the HOTEL based on a CONTRACT in accordance with the valid PRICE LIST OF SERVICES or according to a separate written agreement between the PROVIDER and the ORDERER, in order to ensure the proper implementation of an educational or corporate or socio-cultural event: in particular MICE activities such as a congress or conference or seminar or training or workshop or similar educational event, organized by the HOTEL either on behalf of the ORDERER as their organizer or on behalf of the ORDERER as a service intermediary for another organizer of the EVENTS and EVENT.

1.14 PROVIDER: DAMIAN JASNA HOTEL RESORT & RESIDENCES sro with registered office: Demänovská Dolina No. 555, 031 01 Demänovská Dolina, Company ID: 54 998 778, Tax ID: 2121855637, VAT ID: SK2121855637, registered with the Commercial Register of the District Court Žilina, section: Sro, insert No. 85769/L; account number (IBAN): SK79 1100 0000 0029 4014 0571 (Tatra banka, as), which is the operator of the HOTEL.

1.15 SERVICES: accommodation services -ACCOMMODATION, as well as other hotel services, such as: restaurant services, parking, wellness services (especially entrances to swimming pools, saunas and gyms, massages and therapies, personal services), congress services -rental of premises and AV equipment; and other additional services according to the current offer of the PROVIDER, which the PROVIDER provides on its behalf to the ORDERER in the HOTEL, for a fee according to the valid PRICE LIST OF SERVICES, or free of charge.

1.16 CENTER: a specific location in the HOTEL where the offered SERVICES are provided.

1.17 ACCOMMODATION: provision of accommodation services in a HOTEL for a CUSTOMER on behalf of the PROVIDER, in accordance with the valid PRICE LIST OF SERVICES or in accordance with the contractual terms and conditions between the PROVIDER and the CUSTOMER, based on the Accommodation Agreement pursuant to Section 754 et seq. of the Civil Code, as amended.

1.18 CONTRACT: a specific contract, including a DISTANCE CONTRACT, concluded between the PROVIDER and the ORDERER, the subject of which is the provision or mediation of the provision of SERVICES by and on behalf of the PROVIDER, for the account of the ORDERER.

Article III.

Scope of validity of the OP and their topicality

1. These GTC apply to all SERVICES provided at the HOTEL on behalf of the PROVIDER, in relation to all ORDERERS who have concluded a CONTRACT with the PROVIDER, the subject of which is the SERVICES.
2. OP published on the HOTEL'S website: <https://www.damianjasna.sk/> are considered valid OP and form an integral part of the online reservation form on the HOTEL's website: <https://www.damianjasna.sk/>, as well as a specific CONTRACT.
3. The PROVIDER is entitled to unilaterally change the OP at any time, and the amended and thus new wording of the OP will be published by the PROVIDER on the HOTEL'S website, usually 30 days before the date of their entry into force; such publication of new OP is considered a notification of new OP in relation to the CUSTOMER. At the same time as the notification of new OP, the PROVIDER will also publish an instruction for the CUSTOMER that the CUSTOMER has the right due to a change in the OP from the CONTRACT that has not yet expired

withdraw, within 14 days from the publication of the notice of the new OP, including the publication of the instructions; however, the PROVIDER's claim to the so-called cancellation fees in accordance with the cancellation conditions set out in Article VI. of these OP and the ORDERER's obligation to pay them are not affected by this in any way. After the 14-day period from the publication of the notice of the new OP and the publication of the instructions has expired, the new OP become an integral part of the CONTRACT on the day of their effectiveness; unless the ORDERER withdraws from the CONTRACT immediately after he has become familiar with the text of the new OP and the published instructions or could have become familiar with them.

4. The HOTEL's complaints procedure is located at the HOTEL's reception; and is also also published on the HOTEL's website.

Article IV.

Conclusion of the CONTRACT

1. ACONTRACT, the subject of which will be one or more specific SERVICES, may be concluded by the ORDERING PARTY exclusively in writing; in the following form:
 - a) by signing aspecific CONTRACT by the ORDERER at the HOTEL;
 - b) by delivering awritten order from the ORDERER to the address of the HOTEL's reservation department in paper form or electronically (e-mail); in such a case, the ORDERER will receive awritten or electronic order from the electronic address: hc2f3@swissotel.com or events@damianjasna.sk, confirmation of your order;

 - c) in the case of aCONTRACT CONCLUDED AT ADISTANCE through the HOTEL'S reservation system on the HOTEL'S website <https://www.damianjasna.sk/>.

2. The CONSUMER acknowledges that he will acquire rights pursuant to Section 755 et seq. of the Civil Code as amended only when he becomes a person accommodated - "accommodated" (Article VII, point 4of these OP).
3. If the CONTRACT is concluded by the CUSTOMER (e.g. an intermediary, travel agency or tour operator, marketing or specialized MICE agency), the CUSTOMER is not entitled to assign any rights or obligations under this CONTRACT to any third party without the prior written consent of the PROVIDER.

Article V.

Remuneration, deposit/security and payment terms

1. The prices agreed in the CONTRACT for specific SERVICES are final and include value added tax (or other tax) in accordance with generally binding legal regulations in force at the time of conclusion of the CONTRACT, unless otherwise stated in the specific CONTRACT; in the event of a subsequent change in the statutory tax rate or local fee, the individual prices will be adjusted in accordance with generally binding legal regulations in force on the date of the taxable transaction (VAT and other taxes), or on the date of billing of the remuneration for the SERVICES agreed in the specific CONTRACT (local fee).
2. If the PROVIDER, in accordance with these GTC, in exceptional cases and based on its own decision, provides the CONSUMER with ACCOMMODATION other than the agreed one in the HOTEL or reserves for the CONSUMER atype of HOTEL ROOM other than the agreed one for ACCOMMODATION, in terms of scope, quality and with features that are better than those

agreed in a specific CONTRACT (e.g. a larger number of beds), the PROVIDER may only demand the price agreed in the specific CONTRACT for the originally agreed ACCOMMODATION or ROOM for the provided ACCOMMODATION in the HOTEL and the services associated with it, and may not demand its increase.

3. If the CONSUMER registers for ACCOMMODATION in the HOTEL after the first day of the ACCOMMODATION PERIOD agreed upon under a specific CONTRACT or does not register for ACCOMMODATION in the HOTEL at all, the CONSUMER's obligation to pay the price for ACCOMMODATION in the HOTEL and for the services associated with it for the entire ACCOMMODATION PERIOD agreed upon under a specific CONTRACT is not affected and continues in the same scope and amount.
4. If the CONSUMER vacates a specific HOTEL ROOM before the agreed PERIOD OF ACCOMMODATION has expired, his right to ACCOMMODATION in the HOTEL shall thereby expire; even in such a case, however, the CONSUMER is obliged to pay the PROVIDER the remuneration agreed in the specific CONTRACT for ACCOMMODATION in the HOTEL and for the services associated with it, for the entire PERIOD OF ACCOMMODATION, agreed in a specific CONTRACT. The value of the UNEXPECTED STAY or SERVICE can be transferred to another date after agreement with the PROVIDER. See Deposit/Security §555 of the Civil Code.
5. The PROVIDER is entitled when concluding the CONTRACT or during the stay at the HOTEL to demand from the ORDERER in the event of breach of contractual obligations by the ORDERER, in particular, but not exclusively, for payment of arrears for SERVICES, for compensation for damage incurred by the PROVIDER, for payment of contractual penalties under these GTC and the CONTRACT, or for payment of statutory interest on delay, as payment security a cash deposit (Section 555 of the Civil Code), in the form of securing funds on the ORDERER's credit card (pre-authorization or provision of complete credit card information or in another similar manner) up to 100% (one hundred percent) of the total payment for the ordered SERVICES, agreed in a specific CONTRACT.

Payment terms

6. The PROVIDER is entitled when concluding the CONTRACT or during the stay at the HOTEL to demand from the ORDERER in the HOTEL may require the ORDERER to pay in full in advance or make an advance payment, up to 100% (one hundred percent) of the total payment for the SERVICES agreed in the CONTRACT; such payment or advance payment is due within the period specified by the PROVIDER; this does not affect the provision of point 2 of this article of these GTC.
7. In accordance with Section 567, Paragraph 2 of the Civil Code as amended, the payment for the SERVICES shall be deemed to have been paid on the date of crediting the amount due to the BANK ACCOUNT.
8. In the event of delay by the CUSTOMER in paying the agreed fee or part thereof for the SERVICES, the PROVIDER is entitled to charge the CUSTOMER interest on the delay in the following amount:
 - a) in relation to the CONSUMER in the amount regulated by civil law regulations (current Section 517, paragraph 2 of the Civil Code, as amended);

b) in relation to the CUSTOMER in the amount regulated by commercial law (current Section 369, paragraph 2 of the Commercial Code as amended); the payment of interest on late payment does not affect the PROVIDER's claim to compensation for damages (including the claim to a contractual penalty) in full.

9. The PROVIDER is entitled to unilaterally set off any of its claims against the CUSTOMER arising from the CONTRACT and/or related to the CONTRACT, including the PROVIDER's claims against the CUSTOMER for compensation for damages, even if such claims of the PROVIDER against the CUSTOMER are not yet due.

10. The CUSTOMER is entitled to unilaterally set off against the PROVIDER only those of its claims arising from the CONTRACT that the PROVIDER has expressly acknowledged to the CUSTOMER in writing or that the CUSTOMER can properly exercise in enforcement proceedings (i.e. the CUSTOMER has an enforcement title against the PROVIDER); the CUSTOMER is not entitled to unilaterally set off against the PROVIDER any other of its claims.

Article VI.

Termination of the CONTRACT

By agreement

1. The PROVIDER and the ORDERER may agree in writing on the cancellation and termination of CONTRACTS.

2. Unless otherwise agreed in the CONTRACT, the CUSTOMER is entitled to withdraw from the CONTRACT in writing only for the reason specified in Section 759, paragraph 1 of the Civil Code, as amended, while the PROVIDER is entitled to claim against the CUSTOMER and the CUSTOMER undertakes to pay the PROVIDER a severance pay, as compensation for the PROVIDER for the cancellation of the CONTRACT -failure to fulfill its subject matter, compensation for the costs incurred by the PROVIDER in connection with its preparation for the fulfillment of the subject matter of the CONTRACT and lost profit on the PROVIDER's part (hereinafter referred to as the "SEVERANCE PAYMENT"). CONSUMER -Agreement on severance pay pursuant to Section 497 of the Civil Code, as amended

3. THE CONSUMER and THE PROVIDER have agreed that in the event that the CONSUMER wishes to withdraw from the CONTRACT withdraw, in which case the CONSUMER undertakes (and the PROVIDER has a claim against the CONSUMER in such a case) to pay the PROVIDER in accordance with the provisions 497 of the Civil Code as amended, SEVERANCE, in the following amount:

a) in the event of cancellation - withdrawal from the CONTRACT by the CONSUMER within the period of 28 (twenty-eight) days to 15 (fifteen) days before the date of commencement of the provision of the SERVICE by PROVIDER, a CANCELLATION FEE of 30% (thirty percent) of the total remuneration agreed upon in the CONTRACT is agreed upon;

b) in the event of cancellation - withdrawal from the CONTRACT by the CONSUMER within the period of 14 (fourteen) days to 2 (two) days before the start of the provision of the SERVICE by the PROVIDER, a CANCELLATION FEE of 70% (seventy percent) of the total consideration agreed upon is agreed upon.

CONTRACT;

c) in the event of cancellation - withdrawal from the CONTRACT by the CONSUMER in the period between the 2nd (second) day and the agreed date of commencement of the provision of the SERVICE by the PROVIDER,

a TERMINATION FEE of 100% (one hundred percent) of the total remuneration agreed upon is agreed upon.
CONTRACT.

4. THE CUSTOMER and THE PROVIDER have agreed that if the CUSTOMER wishes to withdraw from the CONTRACT, in such a case the CUSTOMER undertakes (and the PROVIDER has a claim against the CUSTOMER in such a case) to pay the PROVIDER the WITHDRAWAL FEE pursuant to the provisions of Section 355, paragraph 1 of the Commercial Code, as amended, in the following amount:

a) in the event of cancellation - withdrawal from the CONTRACT by the CUSTOMER more than 60 (sixty) days before the date of commencement of the provision of the SERVICE by the PROVIDER, it is agreed

SEVERANCE FEE in the amount of 30% (thirty percent) of the total remuneration agreed upon in the CONTRACT;

b) in the event of cancellation - withdrawal from the CONTRACT by the CUSTOMER within the period of 59 (fifty-nine) days to 30 (thirty) days before the date of commencement of the provision of the SERVICE by

PROVIDER, a CANCELLATION FEE of 70% (seventy percent) of the total remuneration agreed upon in the CONTRACT is agreed upon;

c) in the event of cancellation - withdrawal from the CONTRACT by the CUSTOMER within the period of 29 (twenty-nine) to 20 (twenty) days before the date of commencement of the provision of the SERVICE by the PROVIDER, a CANCELLATION FEE of 85% (eighty-five percent) of the total consideration agreed in the CONTRACT is agreed;

d) in the event of cancellation - withdrawal from the CONTRACT by the CUSTOMER in the period between the 19th (nineteenth) day and the agreed date of commencement of the provision of the SERVICE by the PROVIDER, a CANCELLATION

FEE is agreed in the amount of 100% (one hundred percent) of the total consideration agreed in the CONTRACT; whereas any advance payment for the consideration agreed in the CONTRACT will be deducted from the CANCELLATION FEE, if it has already been paid by the CUSTOMER to the PROVIDER's account (hereinafter referred to as the "ADVANCE PAYMENT");

THE CUSTOMER and THE PROVIDER have expressly agreed that the provision of Section 355, paragraph 2 of the Commercial Code, as amended, shall not apply to their contractual relations.

5. The CUSTOMER and the PROVIDER have agreed, pursuant to Section 351, Paragraph 2 of the Commercial Code, as amended, that the PROVIDER may unilaterally offset its claim to the WITHDRAWAL FEE against the CUSTOMER's claim to the return of the DEPOSIT or payment, or their aliquot part.

6. THE CUSTOMER and THE PROVIDER agree that in the event that:

a) the CONTRACT will be terminated prematurely for reasons on the part of the CUSTOMER;

b) the CUSTOMER will be threatened with bankruptcy for the first time within the meaning of the Bankruptcy and Restructuring Act, as amended, or within the meaning of a regulation of another legal system with the same or similar legal effect to which the CUSTOMER and/or the CUSTOMER's assets are subject;

c) the CUSTOMER finds itself in a crisis for the first time within the meaning of Section 67a et seq. of the Commercial Code as amended or within the meaning of a legal regulation of another legal system with the same or similar legal effect to which the CUSTOMER and/or the CUSTOMER's property are subject;

d) a petition for bankruptcy will be filed for the first time against the CUSTOMER's assets in accordance with the Bankruptcy and Restructuring Act, as amended, or pursuant to a regulation of another legal system with the same or similar legal effect to which the CUSTOMER and/or the CUSTOMER's property are subject;

e) a proposal for the permission to restructure the CUSTOMER is filed for the first time pursuant to the Bankruptcy and Restructuring Act as amended or pursuant to a legal regulation of another legal system with the same or similar legal effect to which the CUSTOMER and/or the CUSTOMER's property are subject; at this point, the PROVIDER shall have the right to retain the entire amount of any DEPOSIT, as compensation for costs and lost profit for the early termination of a specific CONTRACT, to which the CUSTOMER expressly and unreservedly agrees by concluding a specific CONTRACT (hereinafter referred to as the "COMPENSATION"); the CUSTOMER and the PROVIDER have also expressly agreed, pursuant to Section 364 of the Commercial Code as amended, to set off the DEPOSIT and COMPENSATION; such agreement shall become effective at the time specified in letters a) to e) of this point, whichever occurs first.

Withdrawal from the CONTRACT by the PROVIDER

7. The PROVIDER is entitled to withdraw from the CONTRACT in writing, in addition to the reason specified in Section 759, paragraph 2 of the Civil Code, as amended, also in the following cases:

a) in the event that the ORDERING PARTY has unpaid obligations towards the PROVIDER from a specific CONTRACTS past due; including DEPOSITS;

b) in the event of a material breach of these GTC by the ORDERING PARTY;

c) in the event of the occurrence of circumstances of so-called force majeure (vis major), which are considered to be: (i) natural events such as fire, flood, earthquake, lightning, hail, strong wind, windstorm, snowstorm, extreme frost, etc.; (ii) strike or other (civil or political) unrest; (iii) terrorism; mobilization, war, state of war, state of emergency, state of emergency or similar events; (iv) commercial, monetary, sanitary, other political and public-law acts of public or state administration bodies of the Slovak Republic, or other international or supranational institutions/organizations (e.g. legally binding acts of the European Communities and the European Union pursuant to Article 7(2) of the Constitution of the Slovak Republic; or an international treaty pursuant to Article 7(5) of the Constitution of the Slovak Republic), to which the Slovak legal order grants the authority to restrict fundamental rights and freedoms on its territory, which will limit the rights of the PROVIDER; (v) the existence of a pandemic or epidemic or other biological threat, the declaration of quarantine measures or other similar restrictions; if they make the fulfillment of a specific CONTRACT by the PROVIDER impossible, or if they result in the closure of the HOTEL or the limitation of its operation for a period longer than 30 (thirty) days from their occurrence;

d) operational circumstances have occurred at the HOTEL due to which the PROVIDER, with regard to safety, health and effective legal regulations, is unable to provide the SERVICES in the agreed scope or quality;

e) the CUSTOMER knowingly provided the PROVIDER with misleading or false information for the purpose of concluding the CONTRACT; or the CUSTOMER concealed information from the PROVIDER, knowledge of which the PROVIDER would never have concluded the CONTRACT with the CUSTOMER (e.g. the CUSTOMER's true identity or his true citizenship, or the true reason for staying at the HOTEL, or the true reason for using the SERVICES);

f) The PROVIDER has reasonable grounds to believe that the CUSTOMER'S stay at the PREMISES HOTELS or the use of SERVICES by the ORDERER could jeopardize the proper operation or safety of the HOTEL, including its staff and other HOTEL guests; the reputation and good name of the HOTEL (including its staff) or the PROVIDER;

g) the CUSTOMER has illegally rented or subleased the premises in HOTEL, on the HOTEL PREMISES to a third party without the prior written consent of the PROVIDER;

h) if any of the circumstances specified in point 7. letters b) to e), and letter g) of this article occurs; the PROVIDER's claim to any compensation for damages in full is not affected by this.

Article VII.

ACCOMMODATION (Accommodation Regulations - §754, paragraph 2 of the Civil Code)

1. Unless the PROVIDER specifies otherwise, the CONSUMER may check into the HOTEL within the agreed ACCOMMODATION PERIOD only on the day agreed in the CONTRACT as the day of commencement of the ACCOMMODATION, no earlier than 3:00 p.m.; the CONSUMER has no legal right to earlier availability of the HOTEL ROOM (check-in) in the HOTEL.
2. If the CONSUMER does not check in at the HOTEL no later than 24:00 on the first day of the PERIOD ACCOMMODATION, agreed in a specific CONTRACT, the obligation of the PROVIDER to "reserve" the ACCOMMODATION or a specific HOTEL ROOM for the CONSUMER under the specific CONTRACT shall cease and the PROVIDER shall have the right to dispose of such ACCOMMODATION or a specific HOTEL ROOM in another manner.
3. When checking in for ACCOMMODATION at the HOTEL, an employee will issue the CONSUMER with the HOTEL reception, an accommodation card stating, among other things, the CONSUMER's name and surname, the number of the HOTEL ROOM reserved for the CONSUMER's accommodation in the HOTEL, the date agreed in the CONTRACT as the date of termination of the ACCOMMODATION (within the agreed ACCOMMODATION PERIOD) and attaching a card -key to the ROOM reserved for the CONSUMER's accommodation in the HOTEL.
4. The CONSUMER, pursuant to Section 755 et seq. of the Civil Code, as amended, becomes an accommodated person –“accommodated” at the moment of checking in at the HOTEL reception (also known as “check-in”), by registering the CONSUMER in the House Book by the PROVIDER; until this moment, the CONSUMER is only in the status of the ORDERER.
5. When registering for accommodation at the HOTEL before the start of the ACCOMMODATION, the CONSUMER is obliged to allow the HOTEL reception employee to verify the CONSUMER's identity, and for this purpose the CONSUMER is obliged to present his/her valid identity document; in the case of persons who are not issued an identity document due to their age (CHILD), their identity is proven either by a valid passport or a valid health insurance document - European Health Insurance Card.
6. During the PERIOD OF ACCOMMODATION, the CONSUMER may, in justified cases, be asked to prove his identity by the HOTEL director or a person authorized by him.
7. A CONSUMER who is a foreigner (not a citizen of the Slovak Republic) is obliged, when registering for ACCOMMODATION in a HOTEL, to fill out the official form for reporting the stay of a foreigner, stipulated by a special law, and to provide all required information truthfully and completely, before starting to use the ACCOMMODATION in the HOTEL.
8. The CONSUMER is obliged, upon moving into the HOTEL ROOM allocated by the PROVIDER for the purposes of ACCOMMODATION, to inspect this HOTEL ROOM properly and to immediately report any deficiencies, defects or other reservations regarding the furnishings or equipment of the HOTEL ROOM and its accessories to the HOTEL reception; the same obligation is

THE CONSUMER in the event that deficiencies or defects in the HOTEL ROOM appear during the agreed PERIOD OF ACCOMMODATION or on the day agreed in the CONTRACT as the day of termination of ACCOMMODATION; otherwise, the CONSUMER is liable for the damage incurred in full.

9. After the conclusion of a specific CONTRACT and also after the commencement of ACCOMMODATION in a specific HOTEL ROOM, the PROVIDER and the CONSUMER may agree to extend the PERIOD of ACCOMMODATION; in such a case, however, the PROVIDER is not legally obliged to provide the CONSUMER with ACCOMMODATION in the same HOTEL ROOM that was reserved.
TO THE CONSUMER at the start of the ACCOMMODATION, even after the originally agreed ACCOMMODATION PERIOD has expired. If the PROVIDER does not specify that the CONSUMER may continue to stay in the existing HOTEL ROOM after the extension of the ACCOMMODATION PERIOD, the CONSUMER is obliged to vacate (in accordance with point 10 of this article) the existing HOTEL ROOM no later than 11:00 a.m. on the last day of the originally agreed ACCOMMODATION PERIOD (also known as "check-out"); unless the PROVIDER specifies a later time for its vacating.
10. On the day agreed in the CONTRACT as the day of termination of ACCOMMODATION within the agreed ACCOMMODATION PERIOD, the CONSUMER's right to accommodation in the HOTEL - in a specific HOTEL ROOM allocated by the PROVIDER for the purposes of ACCOMMODATION in the HOTEL - expires; and the CONSUMER is obliged to vacate the HOTEL ROOM, which means: i) to remove all of his/her belongings from such HOTEL ROOM; ii) to physically leave such HOTEL ROOM; iii) to hand over to the HOTEL reception employee the key card (or keys) allocated to such HOTEL ROOM; within the following deadlines: jj) no later than 11:00 a.m.; if the CONSUMER's right to ACCOMMODATION in the HOTEL expires upon the expiry of the ACCOMMODATION PERIOD agreed in a specific CONTRACT; jjj) immediately after the termination of the right to HOTEL ACCOMMODATION, if the right to HOTEL ACCOMMODATION terminates for another reason pursuant to these GTC (in particular pursuant to Article VI., point 8.); after this time has elapsed (after 11:00 a.m.), the PROVIDER has the right to charge the CONSUMER a contractual penalty for failure to properly and timely vacate the HOTEL ROOM, in the amount specified in the valid PRICE LIST OF SERVICES; this does not affect the PROVIDER's claim to full compensation for damages.
11. If the CONSUMER, upon termination of the right to ACCOMMODATION in the HOTEL for any reason does not return to the PROVIDER the key card (or key cards) assigned to a specific HOTEL ROOM, the PROVIDER has the right to demand payment of a fee according to the valid PRICE LIST as compensation for damages.
12. The CONSUMER is not, without the prior written consent of the PROVIDER—in this case represented by the HOTEL director—authorized to sublet (i.e. sublet) or to put into other use the HOTEL ROOM including its accessories, allocated by the PROVIDER for the purposes of ACCOMMODATION within the agreed PERIOD ACCOMMODATIONS.
13. Authorized representatives of the PROVIDER are authorized to enter the HOTEL ROOM in connection with the performance of their work tasks at the HOTEL (e.g. hotel maid, maintenance worker, senior manager of the CENTER, HOTEL director); and in their presence, any external suppliers providing services for the PROVIDER (in particular maintenance, repairs, revisions and servicing of equipment and technologies).
14. THE CONSUMER is entitled to the first breakfast at the HOTEL only after the first night after the start of the agreed PERIOD OF ACCOMMODATION at the HOTEL; and to the last dinner at the HOTEL in

the penultimate day of the ACCOMMODATION PERIOD; unless otherwise agreed in writing between the PROVIDER and the CONSUMER.

15. During the PERIOD OF ACCOMMODATION and after its end, the CONSUMER is obliged, before each leaving the HOTEL ROOM, to close the water taps in the HOTEL ROOM, turn off the lights, turn off the air conditioning and all other electrical or other appliances (especially the television), close the doors and windows, and check whether the entrance door to the HOTEL ROOM is properly locked when leaving the HOTEL ROOM.
16. During ACCOMMODATION in the HOTEL, the CONSUMER may receive visitors only in the social and public areas of the HOTEL (restaurants, Lobby bar, entrance area of the HOTEL reception); receiving visitors in the HOTEL ROOM is possible only with the prior consent of the PROVIDER or the HOTEL reception employee, after verifying the identity of the natural person making the visit. The visitor must leave the HOTEL ROOM no later than 10:00 p.m. on the day on which he/she arrived at the HOTEL; otherwise, the PROVIDER has the right to require the CONSUMER to pay the price for ACCOMMODATION in the HOTEL ROOM, as well as the price of SERVICES associated with the ACCOMMODATION and for the natural person who made the visit to the CONSUMER in the HOTEL ROOM, according to the valid PRICE LIST OF SERVICES.

Article VIII.

ACTIONS and EVENTS

1. Since the PROVIDER is not the organizer of any ACTION or EVENT, for all damages arising in connection with the PROMOTION and EVENT:
 - a) in the HOTEL (including its accessories); or
 - b) in the HOTEL PREMISES (including its accessories); or
 - c) on the side of the PROVIDER; or
 - d) on the part of third parties; which were caused by the CUSTOMER, participants or visitors of the ACTION and EVENT, employees of the CUSTOMER or other suppliers -contractual partners, the CUSTOMER is solely liable and responsible.
2. The PROVIDER has the right to require the ORDERER to demonstrate appropriate security against damage or injury to health or property on the part of the PROVIDER, as well as third parties (e.g. liability insurance, deposit, bank guarantee or other form of guarantee by a third party); even before concluding the CONTRACT.
3. THE ORDERING PARTY is not authorized without prior written consent THE PROVIDER, if agreed in the CONTRACT as avenue for an EVENT, to sublet (i.e. sublet) or put into other use either the premises in the HOTEL or the HOTEL AREA; the actions of the ORDERER without the written consent of the PROVIDER are considered amaterial breach of these GTC and the specific CONTRACT.

Intellectual property rights

4. The CUSTOMER is obliged to have properly settled all of its legal or contractual obligations and duties arising from intellectual property rights, in particular copyrights, rights related to copyright and rights

industrial property, including against holders of moral rights in intellectual property, as well as against holders (or representatives of holders) of property rights (including collective administrators) in intellectual property; at their own expense and, if possible, before concluding a specific CONTRACT.

5. If, in connection with the EVENT (before, during or after its end), anyone asserts any claim against the PROVIDER due to infringement of intellectual property rights or due to failure to fulfill legal or contractual obligations and duties associated with the use of the results of creative intellectual activity of specific authors, the ORDERER undertakes to indemnify the PROVIDER
- to reimburse the PROVIDER for all costs and damages associated with this.

6. THE HOTEL and HOTEL PREMISES are not without prior written consent PROVIDER may be used for the purpose of promoting any services or activities that are contrary to good morals or the law, whether directly in the HOTEL premises or in the HOTEL AREA, or by capturing the HOTEL premises or the HOTEL AREA by broadcasting or retransmission or via the Internet (streaming - continuous transmission of audiovisual material between the source and the end user), including video or audio-visual recording, and the ORDERER undertakes to comply with this prohibition and to ensure its compliance also by the participant or visitors of the EVENT, its employees or its suppliers -contractual partners; the actions of the ORDERER without the written consent of the PROVIDER are considered a material breach of these GTC and the specific CONTRACT.

7. THE PROVIDER is a licensee of the international Swissôtel brand.

Decorative materials, exhibition and advertising items

8. Any installation of movable property in the HOTEL or in the HOTEL AREA is possible only with the prior written consent of the PROVIDER; the actions of the ORDERER without the written consent of the PROVIDER are considered a material breach of these GTC and the specific CONTRACT.

9. All decorative materials, exhibition items, advertising items or other movable items belonging to the ORDERER or a third party involved in the organization of the ACTION or EVENT, or to a participant or visitor to the ACTION or EVENT—unless the PROVIDER has taken them into custody in writing—are brought into the HOTEL premises and stored in the HOTEL premises or in the HOTEL AREA by these persons solely at their own risk; the PROVIDER assumes no liability for their loss, destruction or damage.

10. All decorative materials, exhibition items, advertising items or other movable items belonging to the ORDERER or a third party involved in the organization of the ACTION and EVENT, or to a participant or visitor to the ACTION and EVENT, must meet all legal requirements; in particular hygiene, health, fire, safety and technical standards. The PROVIDER is entitled to request relevant documents (confirmations, certificates, etc.) from the owner or holder of such items; otherwise, the PROVIDER has the right to refuse the presence of such items in the HOTEL or in the HOTEL AREA.

11. All decorative materials, exhibition items, advertising items or other movable items belonging to the CLIENT or a third party participating in the organization of the ACTION and EVENT must be in accordance with the Act on Advertising and Good Morals; otherwise, the PROVIDER has the right to interrupt the ACTION and EVENT, or even cancel it completely, without the CLIENT being entitled to compensation for damages or to arefund of the payment (including the DEPOSIT) already paid for the ACTION and EVENT.

12. After the end of the ACTION and EVENT—unless otherwise agreed in the CONTRACT—all decorative materials, exhibition items, advertising items or other movable items belonging to the CLIENT or a third party involved in the organization of the ACTION and EVENT, or to a participant or visitors to the ACTION and EVENT, must be removed from the HOTEL premises or the HOTEL AREA without undue delay; otherwise, the PROVIDER is entitled to remove such items at the CLIENT's expense.

Technical equipment and connections

13. If the ORDERER is interested in using or borrowing his own technical equipment in the HOTEL or in the HOTEL AREA (especially AV equipment, sound equipment, lighting equipment, internet connection, electric generators, etc.) within the framework of the agreed SERVICES, he may do so only with the prior written consent of the PROVIDER.

At the request of the PROVIDER, the CUSTOMER is obliged to provide the PROVIDER with information about the connection of such technical devices to the HOTEL's network and facilities; the PROVIDER is entitled to require that such connection be carried out exclusively by an employee of the PROVIDER or a person authorized by him (external contractor), at the expense of the CUSTOMER.

14. Any assembly or installation of technical equipment of the CLIENT must be carried out with the prior consent of the PROVIDER; and must be in accordance with applicable legal regulations, in particular with statutory standards of safety, health protection and fire protection.

15. Any damage incurred by the PROVIDER, including the costs of repairing or eliminating defects and malfunctions of the PROVIDER's equipment, caused by unprofessional or incorrect assembly, installation or connection of the CLIENT's technical equipment, shall be borne exclusively by the CLIENT, who shall be obliged to compensate the PROVIDER for such damage; the PROVIDER also has the right, in the event of detection of unprofessional or incorrect assembly, installation or connection of the CLIENT's technical equipment, to immediately dismantle such equipment at the CLIENT's expense; this does not affect other rights and obligations of the parties under applicable law.

Article IX.

Personal data protection

1. THE PROVIDER undertakes to handle the personal data of the ORDERER -the data subjects in accordance with generally binding legal regulations, in particular with Act 18/2018 Coll. on the protection of personal data, as amended, as well as with the general terms and conditions of personal data protection, which are published on the HOTEL's website: <https://www.damianjasna.sk/> .

2. The contracting parties have agreed that after the conclusion of a specific CONTRACT, the PROVIDER is authorized and simultaneously obliged to process the personal data of the ORDERER - data subjects to the following extent:

a) data necessary for concluding the CONTRACT, in particular name and surname, address of residence or place of business, date of birth, data on the identity document (in particular, ID card number or passport number, country that issued the identity document), contact data (in particular, telephone number, e-mail address);

b) data necessary for the protection and exercise of the PROVIDER's rights under a specific CONTRACT, in particular data necessary for conducting legal or extrajudicial disputes, as well as for the purposes of tax proceedings, criminal proceedings and administrative proceedings (including misdemeanor proceedings).
proceedings);

c) data provided by the ORDERER and processed by the PROVIDER for direct marketing purposes, in particular name and surname, address of residence or place of business, date of birth, contact details (in particular telephone number, e-mail address), based on the consent of the data subject.

3. The ORDERER hereby, pursuant to Section 14, paragraph 1 of Act 18/2018 Coll. on the Protection of Personal Data, as amended, expressly agrees that the PROVIDER processes his personal data pursuant to point 2, letters a) and b) of this article of the OP; this consent is valid until the rights and obligations under the specific CONTRACT are fully settled.

4. If the CUSTOMER provides the PROVIDER with personal data of other persons with whom he has a contractual relationship in connection with the use of the SERVICES, the CUSTOMER undertakes to have informed them of these GTC and to have the consent of these persons to provide their personal data to the PROVIDER; the PROVIDER is entitled to require the CUSTOMER to provide proof of such consent in writing, and the CUSTOMER undertakes to submit such consent to the PROVIDER without delay upon request.

Article X.

Common and final provisions

1. These OPs shall enter into force and effect on April 1, 2025.

2. Legal relations between the PROVIDER and the ORDERER, arising on the basis of a specific CONTRACT and in connection with it, are governed by the law of the Slovak Republic, in particular the Civil Code as amended.

3. The provisions of the relevant legal regulations of the Slovak Republic shall apply *mutatis mutandis* to all rights and obligations not expressly regulated in a specific AGREEMENT or in these OPs.

4. All disputes that arise between the PROVIDER and the ORDERING PARTY in connection with a specific CONTRACT or these TOS will be resolved primarily by amicable settlement; if it is not possible to achieve an amicable settlement of the dispute, the dispute will be decided by the competent court of the Slovak Republic, in accordance with the legal order of the Slovak Republic.