

General Commercial Terms and Conditions

Online Booking of Accommodation and Related Services

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Initial Provisions

- 1.1 These General Commercial Terms and Conditions (hereinafter referred to as the “GCTC”) relate to **online booking of accommodation services** provided by the company Tatry mountain resorts, a.s. (hereinafter referred to as the “**Provider**”), using the online booking system, payment and cancellation terms at online booking made by clients using the website of www.hotelfis.sk, as well as all other rights and obligations resulting from the legal relationship established at the online booking.
- 1.2 The clients are entitled to use the online booking only if they agree with the GCTC. The clients are hereby advised that it is in their own interest to get familiar with the GCTC prior to making a reservation. At repeated use of the online booking, the clients are obliged to get familiar with the actual version of the GCTC. The Provider reserves the right to change the GCTC unilaterally, with the change becoming effective on the day of its release on the website of www.hotelfis.sk. In case the clients do not agree with any of the provisions of the GCTC, the Provider hereby asks them not to use the online booking system. By confirming the reservation, the clients express that they agree with the GTCT unconditionally.
- 1.3 The clients acknowledge that all prices and terms of booking and provision of the services apply only to the online reservations made on this website.
- 1.4 By using the online booking system, the clients confirm they are older than 18 and capable of acquiring rights and take over obligations in their own name.

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Booking

- 2.1 At online booking, the clients can look for available accommodation in the hotels of Tatry mountain resorts, a.s., based on the entered search criteria in the booking form (date of arrival and departure, room type etc.) for the price listed in the price list of the Provider or in the online booking system.
- 2.2 After selecting the stay start and end, room type, additional services etc. at online booking, the clients shall fill in all the required data.
- 2.3 In case the clients are members of the GOPASS programme, they are entitled to put in their GOPASS card number at online booking. Then, the point amount of the GOPASS client will be checked and if the clients have enough GOPASS points for the level required by the Provider (on which they will be notified at online booking), they are entitled to a discount to the total price for the stay against deduction of the respective amount of GOPASS points from their card. Using the GOPASS points for discounts is only possible at online booking with online payment. The GOPASS programme and purchase (online booking) using the GOPASS programme e-shop is subject to the commercial terms and conditions of GOPASS published on the website of www.gopass.sk.

- 2.4 After filling in all the requested data, executing the payment under the GCTC and verification of the data provided, the clients will receive a booking confirmation and the reservation number to the provided e-mail address without delay. The reservation number serves as booking confirmation, contact data for any changes or cancellation of the reservation, as well as confirmation at the start of the stay. Thus, the clients are obliged to keep the reservation number safe for later use.

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Payment Terms

- 3.1 The clients are obliged to pay the price for the booked stay using the online booking system in full at the end of the online booking process, using the Cardpay service (payment card), Tatrapay service, Trustpay service, or wire transfer to the bank account stated in the invoice issued.
- 3.2 The clients are required to provide their credit/debit card number. By confirming the booking, the clients provide their approval with the payment for the booked stay in full to the benefit of the Provider (by withdrawing the amount for the stay) and they authorize the Provider to execute the transaction. The total price is immediately entered for processing to the benefit of the bank account of the Provider.
- 3.3 The procedure and activity of the Provider is based in the ethical principles and respects the privacy of the clients. The booking system uses the state-of-the-art encryption systems of sensitive data, which guarantee full security of the data provided by the clients to execute the payment.
- 3.4 The clients hereby authorise the Provider to verify the provided credit/debit card data with the call-centre of the respective bank or the issuer of the credit/debit card.
- 3.5 In case the clients are not interested to execute the online payment under paragraph 3.1 herein at the end of online booking process, they are entitled to select the offline payment, i.e. wire transfer to the bank account of the Provider. In such cases (if the clients select offline payment at the online booking process), the clients will receive a non-binding reservation from the Provider with information on confirmation of the order with offline payment and information on (i) the reservation number, (ii) the fact that the stay (capacity) and the total price will be guaranteed to the clients only after the funds are received at the bank account of the Provider, (iii) on payment data and payment terms (bank connection, bank account number, variable symbol, and maturity date). The booked stay using the offline payment is not binding for the Provider or the clients (it is a preliminary reservation) and does not establish any claim of the clients to the stay (capacity). The reservation becomes binding only after the receipt of the funds in the amount of the reserved stay at the bank account of the Provider. In case that in the time from the confirmation of the non-binding reservation and the receipt of the funds at the bank account of the Provider (i.e. till the reservation becomes binding) the stay (capacity) the client booked in the non-binding manner becomes sold-out, the Provider shall offer the client an alternative of using the service (the stay), e.g. in the form of offering a room of higher category (with additional payment of the difference in price) or of lower category or of the offer of a different accommodation facility of the Provider in the region. In case the client does not agree with the offered alternative, he or she is entitled to rescind from the reservation and the Provider is obliged to return the payment paid within 14 days from the day of rescission, by means of wire transfer to the bank account from which the client

executed the payment. In case the stay is not paid by the maturity date, the Provider is entitled to cancel the reservation without any claim of the client to a financial or non-financial compensation.

- 3.6 The Provider reserves the right to limit or exclude the offline payment option (under paragraph 3.5 herein) in cases defined by the Provider. In such cases, the clients will be notified prior to concluding the online booking process (e.g. at special offer stays, at applying the GOPASS programme discount, at Last Minute stays, promotion codes etc.).

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Change or Cancellation of Reservation Failure to Start the Stay Cancellation Fees

- 4.1 In case of online booking of accommodation (purchase of accommodation services), the clients are not entitled to rescind from the agreement under Section 7 (6) (k) of the Act No. 102/2014 Coll. on Consumer Protection at Sale of Goods or Provision of Services Based on Distance Agreement or Agreement Concluded Outside the Business Premises of the Seller and on amendment and supplements to certain acts, as amended. In case the clients fail to use the purchased accommodation services due to the reasons on their side, they are not entitled to any financial or non-financial compensation or substitute services.
- 4.2 Any changes to the online reservation made by the clients may be executed: online after entering the e-mail address provided at the online booking and the reservation number submitted to the clients at the online booking, in writing, via phone, or e-mail submitted to the booking department of the Provider at the phone number: +421 44 290 13 41, e-mail address: reservation@hotelfis.sk, or mail address: K vodopádom 4028/26 059 85 Štrbské Pleso. The clients are obliged to use the reservation number provided and submitted to the e-mail address entered at the online booking at any changes of their online reservation. In case the clients demands a change which cannot be executed due to the capacity or other operational reasons, the Provider will undertake his best efforts in order to satisfy the request of the clients in terms of changing the online reservation. However, the Provider is not obliged to satisfy it and the clients are not entitled to claim damage compensation or other payment or service from the Provider due to the inability to change the online reservation.
- 4.3 In case of rescission from the agreement and cancellation of the reservation, the Provider is entitled to cancellation fees as follows:

Cancellation Fees Applicable to the Stays in the High-Season Period:

Cancellation Fee	
no cancellation fee	from the moment of creating the order up to 29 days before the start of the stay
40% of the price of ordered and confirmed services	28 to 14 days before the start of the stay
80% of the price of ordered and confirmed services	13 to 8 days before the start of the stay
100% of the price of ordered and confirmed services	7 and less days before the start of the stay

Cancellation Fees Applicable to the Stays in the Off-Season Period:

Cancellation Fee	
no cancellation fee	from the moment of creating the order up to 14 days before the start of the stay
50% of the price of ordered and confirmed services	13 to 8 days before the start of the stay
100% of the price of ordered and confirmed services	7 and less days before the start of the stay

Cancellation Fees for Early Booking and Special Term Stays (stays booked to be used in special terms stated by the Provider):

Cancellation Fee	
the value of the whole reservation needs to be paid in full (100% advance payment); the 100% cancellation fee is being charged	from the moment of creating the order to the start of the stay

The Provider defines the High-Season and Off-Season periods, as well as Special Term Terms in advance, so the clients are able to get familiar with the terms in case of (partial) rescission from the agreement and (partial) reservation cancellation or failure to start the booked stay. The periods of the High-Season, Off-Season and Special Term Stays are published on the website of the Provider, with the clients being able to learn them also in the annex to these GCTC (by clicking [here](#)). In case the clients fail to start the booked stay, they are obliged to pay the cancellation fee of 100% of the value of ordered and confirmed services.

Early Booking is booking made by the client at least 7 days before the day defined as the stay start date and paying the total price of the stay, according to the offer of the Provider. In case of (partial) rescission from the agreement and (partial) reservation cancellation, cancellation terms

under paragraph 4.3 of the GCTC (Table 3) for Early Bookings shall apply. In case the client fails to start the booked Early Booking stay, the client is obliged to pay the cancellation fee of 100% of the value of ordered and confirmed services.

- 4.4 In case the client (partially) rescinds from the agreement or (partially) cancels the booking or fails to start the booked stay using GOPASS points (paragraph 2.3 herein), the client will not receive the used GOPASS points back and the Provider is entitled to the cancellation fee of 100% of the discount provided under paragraph 2.3 herein.
- 4.5 In case the client fails to start the booked stay, the Provider is entitled to the cancellation fee of 100% of the ordered and confirmed services.
- 4.6 In case the client (partially) rescinds from the agreement or (partially) cancels the booking or fails to start the booked stay at the Special Offer Stays (Art. 6 of the GCTC), the Provider is entitled to the cancellation fee of 100% of the ordered and confirmed services.
- 4.7 In case the client (partially) rescinds from the agreement or (partially) cancels the booking or fails to start the booked stay, in special cases (illness, death, natural disasters etc.), the Provider is entitled to waive the claim for the cancellation fee (upon receipt of proof of the severe reason of client's (partial) rescission from the agreement or (partial) cancellation of the booking or failure to start the stay).
- 4.8 In case the client (partially) rescinds from the agreement or (partially) cancels the booking or fails to start the booked stay, the Provider will notify the client on the enforcement of his claim for the cancellation fee and the exact amount of it under the GCTC in writing or via e-mail within 14 days after the client's (partial) rescission from the agreement or (partial) cancellation of the booking or failure to start the stay. By confirming the order and agreeing with the GCTC, the client acknowledges and agrees with the fact that in case the client (partially) rescinds from the agreement or (partially) cancels the booking or fails to start the booked stay, the Provider is entitled to offset the client's claim to reimbursement for the paid amount at the online booking of the stay against the claim of the Provider for the cancellation fee in the amount under the GCTC, in the amount in which they match. Any amount exceeding the amount of the mutual claim of the client and the Provider which is to be paid to the client **shall be paid by the Provider of the hotel to the client via wire transfer to the bank account used to pay for the online booking of the stay or to the benefit of the credit/debit card used at the online booking (depending on the payment method the client selected)** within 14 days after the day following the day of client's (partial) rescission from the agreement or (partial) cancellation of the booking or failure to start the stay. Any banking fees related to the return of the stay price shall be covered by the client.

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Special Provisions

- 5.1 In case of any uncertainty or questions at online booking, the client is entitled to contact the booking department of the Provider at the phone number: +421 44 290 13 41 or e-mail address: reservation@hotelfis.sk.
- 5.2 Check-in is from 2 pm on the day of stay start stated in the reservation. Check-out is till 10 am of the last day of the stay stated in the reservation.
- 5.3 In case of special needs (child bed, late check-in or check-out) or interest in purchasing additional services, the client is entitled to contact the booking department of the Provider at the phone number: +421 44 290 13 41 or e-mail address: reservation@hotelfis.sk.
- 5.4 The Provider is entitled to provide a discount for the stay of children younger than 12 as follows:
 - 5.4.1 children of up to the age of 6 (0-5 incl.): 100% discount without any separate bed or extra bed; and
 - 5.4.2 children of up to the age of 12 (6-11 incl.): 50% discount.
- 5.5 The Provider reserves the right to change the age categories, as well as the provided discount.

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Special Offer Stays

- 6.1 The Provider of the hotel is entitled to offer Special Offer Stays (last minute, first minute etc.). The number of rooms dedicated to the special offer is limited.
- 6.2 The Provider is entitled to offer the clients personalized and general promotion codes entitling them to use the special offers of the Provider. In case the clients are interested in using the promotion code to use the special offer of the Provider, they will also be notified on the validity period and terms of use of the promotion code. Unless the terms of the promotion code stipulate otherwise, the code can only be used at online booking with online payment. The Provider reserves the right to change or cancel the promotion code or terms of its use or its validity period also in the course of its validity. In case of changing the stay reservation with the promotion code, the code cannot be used in cases when the change affects the stay period in a way it exceeds the validity period of the promotion code. There is no legal claim for provision or use of the promotion code.
- 6.3 The offered discounts cannot be combined mutually or with any other discounts.

Data Protection
Privacy Protection

- 7.1 The company of Tatry mountain resorts, a.s., Demänovská dolina 72, 030 01 Liptovský Mikuláš, ID No.: 31 560 636, registered with the BR of the DC in Žilina, Section: Sa, Insert No.: 62/L (hereinafter referred to as “Tatry mountain resorts, a.s.”) as the Provider shall process personal data in line with the generally binding legal regulations of the Slovak Republic, in particular, Act No. 122/2013 Coll. on Personal Data Protection and on amendments and supplements to certain acts, as amended by Act No. 84/2014 Coll., as amended (hereinafter referred to as the “Act”).
- 7.2 The company of Tatry mountain resorts, a.s. as the Provider shall process the personal data of clients for the purposes of booking, sale, and use of services by the clients in the accommodation facilities of the Provider and monitoring of their use. Personal data shall be processed for the period necessary to meet the purpose of their processing – booking, sale, and use of services by the clients in the accommodation facilities of the Provider and monitoring of their use, however, not longer than for the period of two years after collection of the data. The personal data processed for the purpose of booking, sale, and use of services by the clients in the accommodation facilities of the Provider and monitoring of their use shall be processed by the company Tatry mountain resorts, a.s., as the Provider without any consent of the affected persons necessary, in line with Section 10 (3) (b) of the Act.
- 7.3 The company of Tatry mountain resorts, a.s. as the Provider shall process the personal data of the clients for the purposes of marketing only with the explicit consent of the clients, which may be granted by filling their data at the online booking and by clicking on consent with processing of the personal data.
- 7.4 The extent of the personal data processed for the purposes of marketing shall contain: name and surname, e-mail address, mobile phone number, and residential address. By filling in the data at the online booking and by clicking on consent with processing the personal data under Section 11 (1) of the Act, the clients grant their consent with processing the data in the extent of name and surname, e-mail address, mobile phone number, and residential address to the provider to provide them to his business partners, as well as within the GOPASS (www.gopass.sk) programme, for marketing purposes. At the same time, the clients provide the Provider with their consent with transferring their personal data abroad (within the European Union). The company of Tatry mountain resorts, a.s. as the Provider hereby undertakes that it shall not handle and use the data in violation with the generally binding legal regulations. The consent with processing of the personal data shall be granted for the period of 3 years and the clients are able to withdraw their consent at any time in writing by submitting their withdrawal of the consent to the registered seat of the provider, except the cases in which the Act stipulates otherwise. By granting their consent, the clients also confirm that they were informed on their rights under the Act (in particular, Section 28 of the Act), as well as Act No. 40/1964 Coll. (Civil Code), as amended, especially on information on the status of processing of their personal data in the IT system, on the possibility to revise incorrect or outdated personal data and deletion of personal data processed if the processing purpose was met, and deletion of the personal data in case of violation of the Act, and they confirm that the provided personal data are in line with the reality, that they are complete, true and accurate, and at the same time, they grant their consent with receiving commercial and advertising materials (newsletters) on any services provided by the provider and his business partners via any electronic way (e-mail, SMS) for the period of 3 years. The clients may withdraw

this consent at any time in writing by submitting the consent withdrawal to the contact address of the provider or the e-mail address in the newsletter.

- 7.5 While processing personal data, the company Tatry mountain resorts, a.s. as the Provider may execute processing operations which include international transfer of provided personal data abroad within the EU Member Countries, or provide access to the data from abroad using remote access for the purposes of administration of the IT system by a provider with the seat in the foreign country. The provider shall maintain maximum security of the personal data at the transfer, using encryption and software and hardware tools to secure the transferred data.
- 7.6 The company of Tatry mountain resorts, a.s. as the Provider shall use highly ethical standards and respect the privacy of the clients. With the exception of providing the data as required by law or other generally binding legal regulations, the Provider shall not provide any personal data to third parties without prior consent of the clients. The booking system uses the state-of-the-art encryption systems of sensitive data.
- 7.7 In line with the law of the Slovak Republic, the company of Tatry mountain resorts, a.s.. as the Provider shall execute all measures and operations to process personal data in a way that the affected persons are properly and in time informed on their rights they have under the legal regulations of the Slovak Republic, as well as EU legislation and binding international agreements and conventions. In case of receipt of justified request of the affected person, the Provider shall handle it within 30 days after its receipt.
- 7.8 The affected person is entitled to use the written request to ask for information on whether his or her personal data are being processed in the IT systems of the Provider, what is the source of the personal data, the information on the extent or list of processed personal data, correction or deletion of incomplete, incorrect or outdated personal data, deletion of the personal data the purpose of which has been met or which are being processed without authorisation.
- 7.9 The affected person is entitled to object to the processing of personal data for purposes other than those for which the personal data were lawfully provided and to processing of personal data which may affect the person's rights and interests protected by law without authorisation and substantiation, unless the objection is not justified. In such case, the Provider is obliged to block the personal data without delay and delete them as soon as possible.
- 7.10 In case of suspicion of unauthorised personal data processing, the affected person is entitled to file a motion with the Office for Personal Data Protection of the Slovak Republic on start of proceedings on personal data protection.
- 7.11 The affected person who is not capable of legal actions in full shall enforce his or her rights by means of an attorney-at-law.
- 7.12 The rights of the affected person who has passed away may be enforced by a close person under special legal regulations of the Slovak Republic.

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Final Provisions

- 8.1 The GCTC and legal relationships established by them shall be governed by the laws of the Slovak Republic. In case any of the provisions of the GCTC is or becomes invalid, ineffective or not enforceable, the validity, effectiveness and enforceability of the other provisions of the GCTC shall remain intact.
- 8.2 At confirming the online booking, the clients grant their consent with the GCTC and undertake to respect them. The Provider reserves the right to amend the GCTC. The obligation of written notification of the change of the GCTC shall be met by releasing the changed GCTC on the website of the Provider (www.hotelfis.sk).
- 8.3 All the relationships not regulated by the GCTC shall be governed by the generally binding legal regulations valid in the Slovak Republic.
- 8.4 These general terms and conditions come into force once published, become effective on 25/05/2018 and are in force and effective until further notice. Once effective, these general terms and conditions replace the general terms and conditions that were valid until 24/05/2018. These GTC apply to online reservations of accommodation and other related services. In case the provisions of the commercial terms and conditions related to the individual services contain a different regulation than the GCTC, the provisions of the special commercial terms and conditions shall prevail over the provisions of the GCTC. In the extent in which the provisions of the special commercial terms and conditions vary from the GCTC, the provisions of the special commercial terms and conditions shall prevail.

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HOTEL PROVIDER:

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SK2020428036

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