

GENERAL TERMS & CONDITIONS

I. Definitions and Introductory Provisions

1. The purpose of these General Terms and Conditions (hereinafter referred to as "GTC") is to create a legal framework and regulate the rights and obligations between the contracting parties in the provision of Services (as further defined). The GTC are prepared according to § 273(1) of Act No. 513/1991 Coll. Commercial Code as amended (hereinafter referred to as the "Commercial Code").

2. The GTC form an integral part of every Contract and/or Reservation under which the Hotel provides Services to the Client and the Client pays for the provided Services. Deviations from the Contract and/or Reservation and any potential supplements take precedence over the provisions of the GTC. The Client's business conditions may only be accepted if the Contracting Parties explicitly agree in writing.

3. Terms used in capital letters have the meanings set forth in these GTC or directly in the Contract and include both the singular and plural forms.

4. The "Hotel" refers to the accommodation facility named ATLAS Hotel Tatry, located at: Tatranské Matliare 13046, 059 60 Vysoké Tatry. The "Operator" is the company Navigea Hospitality, s.r.o., company ID: 56304439, VAT ID: SK2122273142, with registered office at Hniezdne 118, 065 01 Hniezdne, registered in the Commercial Register of the District Court Prešov, section: Sro, insert No. 48089/P (hereinafter referred to as the "Company").

5. "Client" refers to a natural or legal person who enters into a service contract with the Hotel or sends a binding Reservation to the Hotel, or on behalf of whom the service contract is concluded by the Organizer, or on whose behalf the Organizer sends a binding Reservation to the Hotel.

6. The "Organizer" is a natural or legal person who organizes, technically manages, or otherwise arranges an event or group reservation in accordance with Articles I. sections 17 and 18 of these General Terms and Conditions on behalf of or for the Client, and enters into a contractual relationship with the Hotel for this purpose.

7. The "Contracting Parties" are the Hotel and the Client.

8. "Early check-out" refers to the Client's early departure and the termination of their stay at the Hotel before the agreed departure day.

9. "Early check-in" refers to the Client's arrival at the Hotel earlier than 14:00 on the agreed check-in date.

10. "Late check-out" refers to the Client's departure and the termination of their stay at the Hotel after 10:00 on the agreed departure date.

11. "No show" refers to the Client not arriving for the booked stay without canceling the Reservation by the Client on the agreed check-in day, no later than 23:59.

12. TravelData/Softsolutions/booking.atlashotel.sk – online booking platform "Service" refers to any services provided by the Hotel, primarily accommodation, catering, conference services, and wellness/pool services.

13. Contractual Relationship between the Hotel and the Client

The contractual relationship between the Hotel and the Client for the provision of Services can be concluded in the following forms:

- a) The conclusion of a written Service Agreement (hereinafter referred to as the "Agreement") between the Hotel and the Client, or
- b) The confirmation of the Reservation by the Hotel, provided in writing or by email.

14. Force Majeure (Vis Major)

Force majeure refers to an event that occurs independently of the will of the Hotel and prevents it from fulfilling the Service(s) for the Client, where it is not reasonably foreseeable that the Hotel could have prevented or overcome this event or its consequences, or that the Hotel could have predicted such an event at the time the obligation to the Client was established.

15. Group

A group generally consists of 5 (five) rooms, which can be a group of 10 (ten) people or more in 5 (five) rooms, or 5 (five) individuals in 5 (five) rooms each staying alone, who together book the Hotel's Services or make a reservation for the Hotel's Services for the same period.

16. Event

An event refers to a social activity in which a larger number of Clients participate, i.e. typically 10 (ten) persons or more, or 5 (five) persons staying alone in 5 (five) rooms, and which involves the provision of multiple types of Hotel Services.

17. MICE Event

A MICE event refers to an event where the Client books 5 (five) rooms for 2 (two) persons or 1 (one) person per room, with or without additional services at the Hotel.

18. Hotel Price List

The Hotel's price list includes room rates and other Services valid at the time of entering into the Agreement and/or at the time of providing the Services. The prices for Services are not fixed but regulated based on Hotel occupancy, dates, number of people, and room types. The Client should verify the exact price for the Services through the online reservation system. Prices and Hotel capacity for offline offers are guaranteed for 24 (twenty-four) hours from sending the price offer to the Client. After this time limit, the price for Services may change, and the Hotel is not obligated to apply the same price as stated in the offer.

19. Gift Voucher

A Gift Voucher entitles the holder to redeem specific purchased Services. The Voucher is issued by the Hotel, and its validity is stated on it. The validity period of the Voucher cannot be extended. The Hotel reserves the right to define periods during the calendar year when the Voucher cannot be used. The Client can book Services with the Voucher through the Hotel's reception by calling +421 911 566 887 or emailing recepacia@atlashotel.sk.

20. GTC as Part of Agreements

The GTC are an integral part of each Agreement, Order, and/or Reservation, based on which the Hotel provides Services to the Client, and the Client compensates the Hotel for the Services provided. Deviations from the Agreement, Order, and/or Reservation and any potential amendments take precedence over the

provisions of the GTC. The Client's business conditions can only be accepted if both parties explicitly agree in writing.

21. Accommodation Rules

The Accommodation Rules are a document of the Hotel that regulates the terms of accommodation at the Hotel. It is located at the Hotel's reception and becomes binding on the Client when they check in for their stay at the Hotel.

22. Complaints Procedure

The Complaints Procedure is a document of the Hotel that regulates the conditions for lodging complaints regarding the Services provided by the Hotel. Complaints Procedure is included as chapter of the GT&C. It is also located at the Hotel's reception and on the Hotel's website www.atlashotel.sk, and becomes binding on the Client when they check in for their stay at the Hotel.

23. Reservation

A Reservation refers to the binding reservation of Services made by the Client through the Hotel's website or another booking system (e.g., booking.com, expedia.com, etc.), or in the case of Events, a written order, the form of which is an appendix to these GTC.

24. Informational Obligations of the Hotel

The Hotel fulfills its informational obligations under § 10a, paragraph 1, items e) and f) of Act No. 250/2007 Coll. on Consumer Protection and on Amendments to the Act of the Slovak National Council No. 372/1990 Coll. on Offenses, as amended, in the Complaints Procedure published on the Hotel's website www.atlashotel.sk and available at the Hotel's reception.

25. Binding Nature of these GTC

These GTC become binding for the Hotel from the moment they are published on the Hotel's website, and for the Client from the moment the Agreement is concluded according to Article I, paragraph 14, item a) of these GTC, or from the moment the Reservation is created and sent to the Hotel.

26. Client's Confirmation of Agreement with the GTC

By making a Reservation, the Client confirms their agreement to these GTC.

27. Right to Amend the GTC

The Hotel reserves the right to amend these GTC. The requirement for a written version of the GTC is fulfilled by their publication on the Hotel's website www.atlashotel.sk.

II. Services

Upon conclusion of the Agreement, the Hotel commits to providing the Client with Services in the agreed-upon scope, especially as outlined in the Agreement, and in the specified quality. The Client is obliged to pay the agreed price for the Services and compensate the Hotel for any potential damages incurred in connection with the use of these Services.

The Hotel provides accommodation services under the following conditions:

- a) The Hotel is obliged to provide the Client with the reserved room type for temporary use from 14:00 hours on the agreed day of arrival. The Client is entitled to an early check-in only if this is explicitly agreed upon with the Hotel at the time of entering into the Agreement, according to the valid Price List;
- b) The Client is entitled to receive a specific category of room. The Client may request a specific room type, but the Hotel is not obligated to fulfill this request for objective reasons;
- c) The Client is obliged to vacate the room and check out by 10:00 hours on the agreed day of departure unless otherwise agreed upon by the contracting parties in advance;
- d) For late check-out or early check-in, the Hotel may charge the Client a fee as indicated in the Price List. The Client is obliged to pay this fee without any entitlement to additional Services from the Hotel related to the accommodation;
- e) If the Client fails to register at the Hotel by 24:00 hours on the agreed day of arrival, the Hotel may give the reserved room to another Client, unless otherwise agreed between the parties. Failure to register is considered a "no show," and cancellation fees for no show will apply according to the conditions stated in the reservation confirmation;
- f) Upon receiving the room, the Client is required to inspect it immediately and report any deficiencies, discrepancies, or objections to the reception. The same applies if the Client notices any damage to the room or its inventory. If the Hotel detects damage after the Client has checked out, and the Client has not informed the reception about such issues, the Client is obliged to compensate the Hotel for the full cost of the damage;
- g) The Client is obliged to adhere to the Hotel's Accommodation Rules.

3. The Hotel is not responsible for failing to provide the Service(s) ordered by the Client due to Force Majeure.

III. Prices and Payment Terms

- 1. The Client is obliged to pay the Hotel the agreed-upon price for the Service provided. This also applies to any Service the Hotel provides based on the Client's explicit request to third parties.
- 2. If no price for the Service was agreed upon in the Agreement, the Client is obliged to pay for the provided Service at the price listed in the Hotel's Price List for individual Services, valid at the time the Service is provided.
- 3. The prices for Services listed in the Hotel's Price List are final and include VAT, but do not include local taxes, which the Client will pay at the time of check-out.
- 4. The Hotel may change the price for Services compared to the Price List if the Client changes the number of rooms, the scope of services, the duration of accommodation, or other conditions, with the Hotel's consent.

5. The Hotel may require the Client to pay the full price in advance or a deposit, as agreed upon by the Hotel and the Client in advance.
6. Unless otherwise agreed upon by the parties, the basis for invoicing the reserved and utilized Services by the Client will be a tax document in the form of (i) an invoice or (ii) a final account, supplemented, if paid by card or cash, with a receipt from the cash register. These documents will be issued on the day the Client checks out or when the Client utilizes the reserved Service.
7. The invoice must contain all the details required by the applicable legal regulations of the Slovak Republic. The invoice due date may range from 2 (two) to 14 (fourteen) days from its issuance, unless paid by card or in cash; in the case of a bank transfer, the invoice is considered paid on the day the Hotel could dispose of the paid amount, i.e., the day the corresponding amount is credited to the Hotel's account specified in the invoice.
- 8. Payment by card can be made before or after the Client consumes the Service, based on the details provided by the Client necessary to execute the payment.**
9. In the case of a claim by the Hotel against the Client exceeding 30 EUR (thirty euros), the Hotel will issue an invoice for the payment of the claim. If the invoice is not properly and timely paid, the Hotel will enforce the amount from the Client according to the relevant legal regulations.
10. In the event of delay in payment by the Client for the provided Service, the Hotel is entitled to charge the Client the statutory late payment interest according to the applicable legal regulations of the Slovak Republic.

IV. Additional Provisions

1. The scope of Services provided by the Hotel in connection with the Event shall be specified in the Agreement and/or Reservation. If Services were agreed between the Contracting Parties but were not specified precisely and/or clearly enough, the Hotel shall be entitled to provide the Client (Organizer) with Services at the Hotel's discretion within the framework of the agreed overall price calculation.
2. The Hotel undertakes to provide the agreed Services properly, on time, and at the usual quality for the number of Event participants as per the conditions stipulated in the Agreement and/or Reservation with the Client. The quality of the provided Services depends on the cooperation of the Organizer, particularly on compliance with the agreed material and time schedule of the Event.
3. In order to ensure and properly prepare the Event, the Client is obliged to notify the Hotel of the final number of Event participants no later than 7 (seven) working days prior to the Event.
4. Any change in the number of Event participants exceeding 5% (five percent) compared to the originally announced number must be agreed with the Hotel in advance. In case of such change, the Hotel reserves the right to unilaterally modify the price for the reserved Services and/or replace the reserved Event premises and/or the agreed standard and/or technical equipment of the Event

premises. Should the scope of Services change at the Client's request, the Hotel will accommodate the change based on its capabilities, exercising the care of a diligent merchant. However, the Client shall have no legal entitlement to a change in the scope of Services.

5. If the number of Event participants exceeds the originally reported number by more than 5% (five percent), the Hotel shall also be entitled to revise and adjust the agreed price for the Services, with the actual number of Event participants serving as the basis for billing.
6. For Events lasting beyond 10:00 PM, and where the agreed price does not already reflect such extended duration, the Hotel may charge a service fee starting from EUR 100 (one hundred euros) for each commenced hour after 10:00 PM.
7. The Client is not entitled to supply the Event with their own food or beverages and/or to bring food or beverages to the Event without the Hotel's prior express written consent. Otherwise, the Hotel reserves the right to cancel the Event without any obligation to refund any payments made based on the pricing offer.
8. The Client is obliged to pay for any food and beverage consumption reserved by Event participants exceeding the agreed reservation framework and the total price calculation.
9. The Client is obliged to pay for any Services reserved by Event participants beyond the agreed reservation framework and the total price calculation for the Services.
10. The Client must inform the Hotel at least 45 (forty-five) days prior to the Event if the Event is likely to attract public interest, disturb public order, or restrict or endanger the interests of the Hotel and/or other Hotel clients. The Hotel shall be entitled to take appropriate measures to prevent such situations, and both the Client and Event participants are obliged to comply with these measures.
11. If the Hotel, at the Client's request, procures technical or other equipment from third parties, it shall always act in the name and on behalf of the Client. No obligations toward third parties shall arise for the Hotel, and any claims by such third parties concerning the use of such equipment shall be addressed solely to the Client.
12. The use of the Client's own electrical, electronic, or technical equipment beyond the usual extent, when connected to the Hotel's power grid, requires the prior written consent of the Hotel. The Hotel reserves the right to charge separately for the use of such equipment if it leads to increased energy or operating costs. The Client is obliged to ensure compatibility of their electrical, electronic, and technical equipment with the Hotel's installations, comply with fire safety regulations, and operate them in accordance with such regulations.
13. The Client shall be fully liable for any faults or damages caused to the Hotel's technical equipment resulting from the use of devices referred to in Section IV(12) of these General Terms and Conditions and is obliged to cover the costs of restoring the original condition. The Hotel shall be entitled, through its employees or third parties, to inspect such equipment and to implement preventive or corrective measures, which the Client and Event participants must accept.
14. The Client shall be responsible for the safety of any technical, electronic, or electrical equipment used.

15. Any decorative material or other items brought into the Hotel must comply with fire safety regulations and must be used and operated in accordance with them. In order to prevent possible damage, the bringing of any items beyond the usual scope into the Hotel, as well as their installation and placement beyond the usual scope, is subject to the prior approval of the Hotel.
16. Exhibits and other items brought into the Hotel must be removed immediately after the Event. If the Client fails to remove such items and leaves them on the Hotel premises, the Hotel is entitled to charge the Client rent for the Event premises until such items are removed. The Hotel is also entitled to remove and store these items at the Client's expense without entering into a safekeeping or storage agreement.
17. The Client is obliged to use the leased Hotel premises in a manner appropriate to their nature, reasonably and properly, not beyond the usual extent, and in accordance with the intended purpose of the lease, and to return them to the Hotel in the condition in which they were received, taking into account normal wear and tear. In case any damage to the premises is discovered after the Event, and the Client did not notify the Hotel about it beforehand or when taking over the premises, it shall be deemed that the damage occurred during the Client's Event, and the Client shall be liable for such damage.
18. The Client undertakes to observe and comply, both at the Event venue and in other areas of the Hotel, with all obligations arising from health and safety regulations, property protection, and fire protection regulations, in particular Act No. 124/2006 Coll. on Occupational Safety and Health Protection and on Amendments and Supplements to Certain Acts, as amended, Act No. 314/2001 Coll. on Fire Protection, as amended, and Decree of the Ministry of the Interior of the Slovak Republic No. 121/2002 Coll. on Fire Prevention, as amended.
19. The Client undertakes to observe and comply with all obligations arising from environmental protection regulations, both at the Event venue and in other areas of the Hotel.
20. The Client is not entitled to make any alterations to the Hotel premises without the prior written consent of the Hotel.
21. The Client is fully liable for any damage caused to the interior equipment of the Hotel. This also applies in the case where the Guest brings a dog into the Hotel; the Client shall be responsible for all damages to the Hotel's property caused by the dog or any other domestic animal. The fee for a dog (or other domestic animal) is set at EUR 15 per night. Further conditions regarding accommodation with a dog or other domestic animal are specified in the Accommodation Rules.
22. The Client is obliged to protect the rented Hotel premises, the Hotel itself, and the property located within it from damage or destruction. In case of imminent damage, the Client undertakes to act appropriately to prevent it, according to the circumstances of the threat.
23. The Client is entitled to display signs and boards indicating logos, names, and types of activities related to the Event or the Client only with the prior written consent of the Hotel. The content, artistic design, and condition of such signs and boards must not create a negative impression among the public, must not infringe the copyright of third parties, and must comply with the laws valid and

effective in the territory of the Slovak Republic. The Client must remove these signs and boards, as well as any dirt or marks left by them, immediately after the Event or before leaving the Hotel.

24. If the Client leaves the Hotel premises dirty or leaves brought waste (boxes, bags, etc.) in them, the Client shall be obliged to pay the Hotel a fee of at least EUR 50 (fifty euros) for cleaning each used room, or according to the extent of the contamination.
25. The Hotel is not liable for injuries sustained by Clients during any leisure programs of any kind, unless the damage was caused by gross negligence or willful misconduct of the Hotel.

V. Záloha na Služby Podujatia

V. Deposit for Event Services

1. Unless otherwise agreed in writing between the Contracting Parties regarding the amount of the deposit for Event Services, the Hotel is entitled to request a deposit payment of up to 100% (one hundred percent) of the total amount of the confirmed calculation, based on a pro forma invoice issued by the Hotel after the final confirmation of the binding calculation. The pro forma invoice is payable within 2 to 14 (two to fourteen) days from the date of its issuance.
2. The deposit paid according to Article V, Section 1 of these GTC shall be non-refundable in the event of cancellation of the Event Services and shall be used as a cancellation fee in accordance with the cancellation conditions set out in Article VI of these GTC. If the paid deposit exceeds the amount of the applicable cancellation fee, the excess amount shall be refunded to the Client's account within 14 calendar days.
3. If the deposit according to Article V, Section 1 of these GTC is not duly and timely paid, the Hotel reserves the right to cancel the Event Reservation without prior notice.

VI. Cancellation Policy and Client's Withdrawal from the Contract

1. In the event of the Client's cancellation of the Contract (withdrawal from the Contract or from part thereof), group stay cancellations, and Event cancellations, the cancellation conditions shall apply depending on the type of reserved accommodation and/or the season in which the Services are to be provided, as specified in the price offer and booking confirmation. The Client was informed of the cancellation conditions upon confirmation of the reservation.
2. In case of the Client's cancellation of the Contract (withdrawal from the Contract or part thereof) or no-show in exceptional circumstances – particularly illness, death, natural disasters, or other extraordinary events assessed by the Hotel as sufficiently serious – the Hotel may waive the cancellation fee upon submission of credible proof of such extraordinary circumstances.
3. In the event of cancellation or no-show, the Hotel shall send the Client written or e-mail notification of the assertion of the Hotel's claim for the cancellation fee, and its amount under these GTC, within 14 (fourteen) days from the day the Client's withdrawal from the Contract or part thereof was received, or from the day the reserved Services were to commence.

4. The Client acknowledges that, in the event of cancellation or no-show, the Hotel is entitled to unilaterally offset the Client's claim for a refund of the paid price for the Services (made during an online reservation) against the Hotel's claim for the cancellation fee under these GTC to the extent that the claims cover each other. Any amount exceeding the mutual claims will be refunded by the Hotel via cashless bank transfer to the Client's bank account from which the original payment was made, within 30 (thirty) working days after receipt of the Client's cancellation or no-show notification. Any bank fees associated with the refund shall be borne by the Client.
5. If the Client made an online Service reservation, any changes must be made through the Hotel reception by providing the Client's e-mail address used during the online reservation and the reservation number assigned and sent to the Client as a booking confirmation:
 - a) by sending a written request via registered mail to:
ATLAS Hotel Tatry, Tatranské Matliare 13046, 059 60 Vysoké Tatry,
 - b) by phone at: +421 911 566 887, or
 - c) by e-mail to: recepacia@atlashotel.sk.
6. When requesting a change to an online reservation, the Client must always state the reservation number assigned at the time of the online booking.
7. If the Client requests a change to an online reservation that cannot be accommodated due to capacity or operational reasons, the Hotel will endeavor to meet the Client's request; however, the Hotel is not obliged to comply. The Client shall not be entitled to any compensation or damages due to the inability to amend the reservation.

CANCELLATION CONDITIONS for Individual Clients

- a) No cancellation fee if the Client cancels the booking more than 21 (twenty-one) days before the commencement of the Services.
- b) 50% (fifty percent) of the total price for all reserved Services if canceled less than 21 (twenty-one) but at least 15 (fifteen) days before the commencement of the Services.
- c) 70% (seventy percent) of the total price for all reserved Services if canceled less than 14 (fourteen) but at least 8 (eight) days before the commencement of the Services.
- d) 100% (one hundred percent) of the total price for all reserved Services if canceled 7 (seven) or fewer days before the commencement of the Services.

The Hotel reserves the right to adjust its cancellation policies depending on its service offering and the structure of services provided through various sales channels.

VII. Hotel's Withdrawal from the Contract

1. The Hotel is entitled to withdraw from the Contract if:
 - a) such a right was agreed upon in writing with the Client for reasons specified in the Contract,
 - b) the Client no longer insists on the performance by the Hotel,
 - c) the Client has overdue debts toward the Hotel,
 - d) an advance payment or deposit was agreed upon in the Reservation and the Client failed to meet this obligation on time; the Hotel may withdraw until the obligation is fulfilled,
 - e) circumstances beyond the Hotel's control (e.g., force majeure) make the performance of the

Contract impossible,

f) Services were reserved based on false, misleading, or incorrect information provided by the Client or regarding other material facts,

g) the Hotel has reasonable grounds to believe that the use of its Services would endanger its proper operation, safety, or reputation, or

h) the Client breaches or violates these GTC and/or the Hotel's House Rules.

VIII. Liability for Damage to Brought-in or Deposited Items

1. The Hotel is liable for damage to items brought into or deposited in the Hotel by Clients or on their behalf unless the damage would have occurred otherwise. "Brought-in" items are those brought into areas designated for accommodation or storage or handed over to Hotel staff with a corresponding written record.
2. The Hotel is not liable for the Client's belongings in the Hotel premises unless items have been accepted for safekeeping by the Hotel under a special protocol. The Client must report any damages without undue delay after discovering the damage. The right to claim damages expires if not exercised within 2 (two) days after the Client becomes aware of the damage.
3. Providing a parking space does not establish a custody agreement between the Hotel and the Client; thus, the Hotel is not liable for theft or damage to motor vehicles and/or their accessories.

IX. Conditions for Access to the Pool

1. Access to the Pool area is prohibited for persons under the influence of alcohol, narcotic or psychotropic substances, as well as persons showing visible signs of acute illness (fever, cough, etc.) or contagious skin diseases.
2. When using the Pool services, the Client must comply with the entry conditions displayed at the entrance to the Pool.
3. In the Pool area, Clients must behave to prevent damage to health and property. Improper or aggressive behavior towards other Clients will result in the immediate termination of the Client's visit to the Pool without the right to a refund, or termination of the stay at the Hotel.
4. Upon leaving the Pool area, the Client must return all borrowed items (towels, sheets, bathrobes, locker keys, or sports equipment). Non-returned items will be charged to the Client at their acquisition cost.
5. Any complaints regarding incorrect Pool service billing must be raised immediately upon issuance of the bill; otherwise, complaints will not be considered valid.
6. The Client acknowledges that: • by using the services of the Pool and the Pool facilities, the Client exposes themselves to a potential risk of damage to their health and property; • activities performed in the Pool may be physically demanding and expose the body to the risk of injury; • a corresponding health condition of the Client, as defined in Article IX, paragraph 1 of these GTC, is necessary for the safe use of the Pool services and facilities;

- the Hotel is not liable for any damage caused to the Client due to other contraindications known only to the Client that prevent the use of certain Pool services;
 - the Hotel is not liable for any damage caused to the Client in connection with their health condition unsuitable for the safe use of the Pool services and facilities or due to improper use of equipment located in the Pool area.
6. The Hotel, its employees, or other persons involved in providing Pool services are not liable:
 - for any damage to items stored outside the designated storage areas;
 - for death, injury, or illness of the Client occurring in the Pool premises, unless such consequences were caused by the Hotel, its employees, or other persons involved in providing the Pool services due to a breach or neglect of their duties.
 7. The Client is responsible for the proper use of the Pool facilities (including adjusting levels of difficulty and positioning of sports and relaxation equipment). If the Client has any doubts about how to correctly set up any equipment, they are obliged to consult an on-site employee.
 8. The legal guardian is solely responsible for minors.
 9. Changes to packages and group bookings must be reported at least 48 (forty-eight) hours in advance. Missed appointments without proper notice must be paid in full (100%) of the value of the ordered Pool services.
 10. By signing the Consent with Terms, the Client confirms that they have been informed about the processing of personal data.
 11. For the purpose of providing Pool services, the Hotel processes Clients'/Guests' data to the extent of: first name, last name, phone number, and email address.
 12. Personal data are processed for the necessary period required for the provision of the Pool services or other additional services requested by the Client.

X. Gift Vouchers (Voucher)

1. **Validity:** The gift voucher is valid for the period indicated on the voucher. After this period, the voucher expires without the right to compensation.
2. **Value of the voucher:** The voucher can be redeemed for any hotel services according to the current price list up to the value stated on the voucher.
3. **Reservation:** The voucher must be redeemed at the time of booking services. Reservations must be made well in advance, and their availability depends on the hotel's occupancy. The voucher number must be provided when making the reservation.
4. **Notice of Redemption:** Redemption of the gift voucher must be announced in advance during the reservation of the stay. The Hotel reserves the right to reject voucher redemption during selected periods (e.g., New Year's Eve, New Year's Day, Christmas, Easter, etc.).

5. No cash substitution: The voucher cannot be exchanged for cash or other financial compensation.
6. Single-use: The value of the voucher must be used in a single transaction. Any unused portion will not be refunded.
7. In the case of a Voucher for accommodation services, the Client acknowledges that the price of the Gift Voucher does not include the local tax fee as specified by the currently valid municipal regulation of the City of Vysoké Tatry.

These terms and conditions are binding, and by accepting them, the Client agrees to comply with the stated rules.

XI. Playground Rules and Regulations

1. Shoes Off Policy: Entry to the playground is permitted only without shoes. Please remove your footwear before entering.
2. Operating Hours: The playground is open daily from 8:00 AM to 10:00 PM.
3. Age and Height Restrictions: The playground is designated for children aged 3 to 12 years and with a maximum height of 140 cm.
4. Capacity: The maximum number of children allowed on the playground at the same time is 30.
5. Adult Supervision: Every child must be supervised by a parent or another responsible adult who assumes full responsibility for the child.
6. Toys and Foreign Objects: Bringing personal toys or other objects onto the playground is not permitted.
7. Glasses and Jewelry: It is recommended that children remove glasses and jewelry (necklaces, earrings, rings) before entering. The operator is not liable for any loss or damage to personal belongings.
8. Safe Behavior: Children who violate the rules of proper behavior, use the playground in an unsafe manner, or behave aggressively may be asked to leave. The playground staff reserves the right to make such determinations.
9. Cleanliness: In the event of any contamination of the playground, please inform the staff immediately so that the issue can be addressed promptly to prevent damage.
10. Damage: The accompanying adult is liable for any damage to playground equipment or structures caused by the child. The operator reserves the right to claim full compensation for the damage incurred.

The following are strictly prohibited on the playground:

- Consuming food and beverages within the play area.
- Aggressive behavior, pushing, or endangering other children.

- Climbing on exterior walls, nets, or sliding surfaces against the intended direction.
- Intentional damage to playground equipment or structures.
- Bringing in foreign objects or personal toys.
- Removing toys or equipment from the playground premises.

Final Provisions

1. These General Terms and Conditions ("GTC") and any legal relationships established based on them shall be governed by the laws of the Slovak Republic.
2. Any disputes arising from these GTC and/or the Contract shall be settled before the competent court within the Slovak Republic.
3. The handling of Client complaints regarding Services provided by the Hotel is governed by the Hotel's Complaints Procedure. Should the Client — as a consumer — be dissatisfied with the manner in which the Hotel handled their complaint, or believe that their consumer rights have been violated, the Client has the right to request a remedy directly from the Hotel.
4. If the Hotel rejects the Client's request or does not respond within 30 (thirty) days from the date of its submission, the Client has the right to submit a proposal for alternative dispute resolution ("ADR") to an ADR entity pursuant to §12 of Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes.
5. The competent ADR entities for consumer disputes with the Hotel as the seller are:
 - a) The Slovak Trade Inspection (SOI), which can be contacted at:
Central Inspectorate of the SOI, Department of International Relations and ADR,
Prievozská 32, P.O. Box 29, 827 99 Bratislava, Slovakia;
Email: ars@soi.sk or adr@soi.sk,
 - b) Another authorized legal entity listed in the registry of ADR entities maintained by the Ministry of Economy of the Slovak Republic (the list of authorized entities is available at: <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>), whereby the Client has the right to choose which ADR entity to approach.
6. The Client may also submit a proposal for alternative dispute resolution through the online platform available at <https://ec.europa.eu/consumers/odr/main/?event=main.complaints.screeningphase>. More information on ADR can be found on the website of the Slovak Trade Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov-soi>.
7. Should any provision of these GTC become or be declared invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected.
8. Unless otherwise agreed between the Contracting Parties and/or stated in these GTC, mutual written correspondence shall be delivered personally, by registered mail with acknowledgment of receipt, by courier, or another agreed method to the address specified in the Contract, Reservation, or another

communicated address. In case of unsuccessful delivery, including refusal of receipt, the date of return to the sender shall be deemed the date of proper delivery.

9. The Client undertakes not to violate intellectual property rights of the Hotel and/or third parties when using the Hotel Services. The Hotel shall not be liable for any infringement of intellectual property rights by the Client. The Client shall compensate any damage caused to the Hotel or third parties in connection with such infringement.
10. Personal data provided during the reservation of Services or during the use of Services will be processed in accordance with the applicable data protection legislation, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council ("GDPR").
Personal data will be processed in the information system named HOREC – hotel management system – for the purposes of reservation, contract creation, service provision, and billing. Further details on personal data processing are available at www.atlashotel.sk. The Hotel's Data Protection Officer may be contacted at riaditel@atlashotel.sk.
11. Personal data will be disclosed or made available only in compliance with the GDPR to recipients, third parties, and processors (who ensure management, operation, or servicing of systems for providing Services on behalf of the Hotel).

Sample Service Order Agreement

Name: Navigea Hospitality s.r.o.
Company ID (IČO): 56304439
Tax ID (DIČ): 2122273142
Registered office: Hniezdne 118, 065 01 Hniezdne
Registered: Commercial Register of the District Court Prešov, Section: Sro, Insert No.: 48089/P
Phone number: +421 911 566 887
IBAN: SK02 0900 0000 0052 1846 4070
(hereinafter referred to as the "Hotel")

and

Company Name:
Registered office:
Company ID (IČO):
Tax ID (DIČ):
VAT ID (IČ DPH):
Bank details:
IBAN account number:
Acting through:
Contact person:
(hereinafter referred to as the "Client")

Based on the price offer dated: _____, the Client orders the following services from the Hotel:

Term: _____

Accommodation for the price of: _____

Catering for the price of: _____

Additional services for the price of: _____

Total price: _____

(hereinafter referred to as the "Services")

*Prices are calculated inclusive of VAT.

By sending the signed order to the Hotel and receiving confirmation of the order by the Hotel, the order becomes binding with the obligation to:

- (i) pay an advance payment of _____ % (_____ percent) of the ordered Services; and
- (ii) comply with all conditions agreed upon between the Client and the Hotel in the order, including the cancellation terms outlined below.

The Client is required to pay the advance payment based on a pro forma invoice issued by the Hotel, which is payable within 7 (seven) days of the invoice date.

Cancellation Policy

For ordered Services, the cancellation fee is determined as a percentage of the total price of all ordered Services as follows:

1. If the Client reserved 35 (thirty-five) or more rooms as part of the Service, the Client shall pay a cancellation fee of:
 - a) 10% if the Client cancels up to 90 days from the date of Hotel's confirmation;
 - b) 50% if canceled after 90 days but no later than 21 days before the start of Services;
 - c) 100% if canceled 21 days or less before the start of Services.
2. If the Client reserved a maximum of 34 (thirty-four) rooms as part of the Service, the Client shall pay a cancellation fee of:
 - a) 10% if the Client cancels up to 60 days from the date of Hotel's confirmation;
 - b) 50% if canceled after 60 days but no later than 15 days before the start of Services;
 - c) 100% if canceled 14 days or less before the start of Services.

Any changes to the Service reservation that affect more than 5% (five percent) of the total number of participants or the total volume of overnight stays specified in the Order shall be considered a cancellation. Such changes are subject to the standard cancellation policy. The cancellation terms also apply if the reservation of Services is rescheduled to a different date.

The number of rooms for the relevant conditions, in the case of a multi-night stay, is understood as room nights (i.e., the product of the number of rooms and the number of nights).

In the event that the ordered Services cannot be provided by the Hotel and/or used by the Client at the agreed time due to mandatory closure or restriction of the Hotel's operation and/or any restrictions on human rights

and freedoms of the citizens of the Slovak Republic based on a regulation issued by the Government of the Slovak Republic or another relevant authority, the Client or the Hotel is entitled to cancel the ordered Services, and the Hotel shall refund the Client the full amount of the deposit paid.

If the Client, for the reasons mentioned above, decides to reschedule the ordered Services to a new date, the Hotel will transfer the deposit to the new date. Cancellation of ordered Services for any other reason is subject to the general cancellation terms specified in this Order.

COMPLAINTS PROCEDURE

Article 1

Basic Provisions

This complaints procedure regulates the process for filing complaints regarding the services provided by the company Navigea Hospitality, Ltd., ID number: 56304439, VAT number: 2122273142, VAT registration number: SK2122273142, with its registered office at Hniezdne 118, 065 01 Hniezdne, registered in the Commercial Register of the District Court Prešov, section: Sro, file no. 48089/P (hereinafter referred to as the "Operator" or "Merchant"), concerning accommodation, catering, and related services (hereinafter collectively referred to as "services") at ATLAS Hotel Tatry, located at Tatranské Matliare 13046, 059 60 Vysoké Tatry (hereinafter referred to as the "Hotel"), by hotel clients – natural persons in the capacity of consumers under Section 52, paragraph 4 of Act No. 40/1964 Coll. Civil Code as amended (hereinafter referred to as the "Civil Code") (hereinafter referred to as the "customer" or "consumer") from the moment of the customer's check-in until the completion of their stay. This complaints procedure also applies to complaints regarding goods sold by the Merchant to the customer at the Hotel.

Complaints from legal entities and natural persons – entrepreneurs who are not in the position of consumers are governed by the relevant provisions of Act No. 513/1991 Coll. Commercial Code as amended (hereinafter referred to as the "Commercial Code").

The Merchant hereby informs the customer in accordance with Act No. 108/2024 Coll. on Consumer Protection and amending and supplementing certain laws as amended (hereinafter referred to as the "Consumer Protection Act") about the conditions and methods for asserting rights from liability for defects (hereinafter referred to as "complaints"), including information on where complaints can be made.

The provision of services is governed by the relevant provisions of the Civil Code in connection with the relevant provisions of the Consumer Protection Act and other generally binding legal regulations.

This complaints procedure is issued in accordance with the Civil Code and Act No. 391/2015 Coll. on Alternative Consumer Dispute Resolution and amending and supplementing certain laws as amended, as well as other generally binding legal regulations of the Slovak Republic.

The customer is entitled to receive accommodation, catering, and related services in the agreed or usual scope, quality, quantity, and time, and/or goods of standard quality.

A complaint is the assertion of liability for defects in the provided service or defect in the supplementary goods sold by the Merchant to the customer at the Hotel.

Article 2

The customer's right to file a complaint arises if the services provided to the customer at any of the Hotel's locations are of lower quality or scope than agreed in advance or as is customary. The customer may exercise the right to file a complaint by requesting the removal of the defect, completion, replacement, or provision of a new service, a reasonable discount from the price of the services paid, or withdrawal from the contract.

The merchant is responsible for defects present in the service when it is provided to the customer or in the goods when the customer takes possession of them. In the case of used goods, the merchant is not liable for defects resulting from their use or wear and tear. In the case of goods sold at a lower price, the merchant is not liable for defects for which the lower price was agreed. If the goods are not perishable or used, the merchant is responsible for defects that occur after the customer has taken possession of the goods within the warranty period.

The provisions of the warranty period are governed by Section 619 of the Civil Code in the case of customers who are consumers, and otherwise by the relevant provisions of the Commercial Code. A defect caused by the wear and tear, misuse, or unauthorized or incorrect interference with the goods during the warranty period does not constitute a defect.

Article 3

Filing a Complaint

The customer is obliged to file claims for defects in the services and/or goods (complaint) without undue delay after discovering the grounds for the complaint (defect or defects in the services and/or goods) with the hotel manager or another responsible employee (reception, operations manager of the hotel, hotel director, F&B manager, hotel manager, Front Office Supervisor), at the location where the service was provided, in the case of services no later than the end of the stay at the hotel, and in the case of goods no later than the expiration of the warranty period, otherwise the right to complain will expire. The merchant will not consider complaints filed after the set deadline. The provider is obliged to accept the complaint at the hotel through an employee of the provider when the complaint is filed.

The customer is obliged to file complaints about defects in goods that occur during the warranty period (hidden defects) personally at the Hotel or in writing to the address of the merchant's headquarters or the hotel address or electronically by email sent to the email address: hotel@atlashotel.sk.

In the case of filing a complaint about goods in writing or electronically, the customer is obliged to send the complained product to the address specified by the merchant when the complaint is filed.

For the swift processing of the complaint, the customer must provide proof of the service provided (copy of the order, receipt, invoice, purchase confirmation, etc.). If the nature of the complained service or goods requires it, the customer must also submit the item whose defect is being claimed.

Article 4

Procedure for Handling Complaints

The merchant or employee receiving the customer's complaint will record the complaint in a complaint protocol, stating the objective circumstances of the complaint. Upon filing the complaint, the merchant will issue a written confirmation to the customer. After carefully reviewing the complaint, the merchant will decide on the way to resolve the complaint immediately. If the nature of the filed complaint does not allow for

immediate resolution, the merchant will inform the customer of the deadline for resolving the complaint, which will be stated in the confirmation. The deadline for resolving the complaint will not exceed 30 days from the date of its filing unless objective reasons exist, which the merchant cannot influence, preventing this from being met. In such a case, the merchant will inform the customer of the deadline for resolving the complaint. For the purposes of handling the complaint, the customer is obliged to provide contact details through which the customer will be notified of the method of handling the complaint if it cannot be resolved immediately after its filing directly at the hotel.

Article 5

Resolution of Complaints

If the merchant acknowledges the legitimacy of the customer's complaint in whole or in part, the complaint will be handled according to this complaint procedure and the relevant provisions of generally binding legal regulations (free removal of the defect/provision of a replacement service/provision of an appropriate discount from the price/repair or exchange of goods).

If the complaint concerns a defect that can be remedied, the customer has the right to request that the merchant properly, timely, and free of charge remove the defect, which the customer immediately reports after discovering it, either in the area of accommodation services or wellness services, by replacing or supplementing the equipment in accordance with the relevant generally binding legal regulations or corresponding to the services ordered by the customer and the information provided by the merchant before the service was provided.

If the complaint concerns a defect that can be remedied in the area of food services, such as incorrect quality, weight, temperature, measure, or price, the customer has the right to request free, proper, and timely removal of the defect. Deficiencies related to the quality of food and drinks intended for immediate consumption must be reported by the customer immediately after discovering the defect directly in the restaurant to the serving staff (i.e., it should not be consumed more than 1/4 of the portion of food or drink) and, if the identified deficiencies relate to the amount or weight of food and/or drinks intended for immediate consumption, the customer must report them before consumption (i.e., before the first tasting).

In the case of removable defects in other services, the customer has the right to free, proper, and timely removal of the defect or deficiencies.

If the complaint concerns a defect in goods that can be removed, the customer has the right to have this defect removed free of charge, promptly, and properly. Instead of removing the defect, the customer may request a replacement of the goods, or if the defect concerns only part of the goods, a replacement of the part, unless it would incur unreasonable costs for the merchant considering the price of the goods or the severity of the defect. The merchant may always replace the defective goods with defect-free goods if this does not result in unreasonable costs.

In the case of a defect that is irremovable in the area of accommodation services, if it is not possible to remedy technical defects (e.g., heating system failure, poor hot water supply, etc.), and the merchant cannot provide

alternative accommodation for the customer, or provide the customer with accommodation in another room of the same category in the hotel, and despite these defects, accommodation is provided in the given room, the customer, after an agreement with the merchant, has the right to receive an appropriate discount from the price of accommodation or compensation with additional services according to mutual agreement. Otherwise, the customer has the right to withdraw from the contract before the first overnight stay and receive a refund of the price paid for accommodation services.

If, due to the unilateral decision of the merchant (the establishment), there is a significant change in the accommodation compared to the accommodation ordered by the customer and confirmed by the merchant in the accommodation contract, and the customer does not agree with the provided alternative accommodation, the customer also has the right to withdraw from the accommodation contract before the overnight stay and receive a refund of the amount paid.

If it is not possible to remedy defects in food services, the customer has the right to a complete replacement of the meal or drink or a refund of the price paid.

If it is not possible to remedy a defect or defects in wellness services, the customer has the right to an appropriate discount from the price of the service or to withdraw from the contract before the service is provided and receive a refund of the price paid for the service. If the customer files claims for a service defect only after the service has been fully provided and used, the complaint cannot be recognized as valid.

In the case of irremovable defects in other services, the customer has the right to a replacement service or a discount from the price proportionate to the nature and severity of the complaint. The customer has the right to withdraw from the contract in cases provided for by generally binding legal regulations.

If the complaint concerns goods with a defect that cannot be removed and which prevents the goods from being used properly, the customer has the right to request a replacement of the goods or to withdraw from the contract with the merchant; this does not apply if the customer participated in the creation of the defect or if the defect is insignificant. If it concerns other irremovable defects, the customer has the right to an appropriate discount from the price of the goods (proportionate to the difference between the value of the goods and the value the goods would have if it were defect-free). The customer has the right to an appropriate discount from the price or to withdraw from the contract also in cases according to § 624 (1) of the Civil Code.

If the merchant does not acknowledge the legitimacy of the customer's complaint (rejects the reasons for the complaint), they will inform the customer in writing about the reasons for rejecting the complaint.

Článok 6

Customer's Participation in Resolving the Complaint

The customer is obliged to provide objective information regarding the provided service and the circumstances of the complaint. If required by the nature of the matter, the customer must allow employees to enter the premises that were provided for temporary accommodation so that they can verify the justification and validity of the complaint.

Article 7

Final Provisions

The customer has the right to submit a request for redress to the merchant in accordance with § 11 (1) of Act No. 391/2015 Coll. on Alternative Dispute Resolution in Consumer Disputes and Amendments to Some Laws, as amended, if a dispute arises between the customer as a consumer and the merchant regarding the exercise of rights related to liability for defects (if the customer is not satisfied with the way the merchant handled their complaint) or if the customer as a consumer believes that the merchant has violated their other rights. The merchant will evaluate the request and inform the customer of the method of its handling within 30 days from the submission of the request.

If the merchant responds to the customer's request as per the previous sentence with a rejection or does not respond to such a request within 30 days from the date it was sent by the customer, the customer has the right to submit a proposal for the initiation of alternative dispute resolution to an alternative dispute resolution entity according to § 12 of Act No. 391/2015 Coll. on Alternative Dispute Resolution in Consumer Disputes and Amendments to Some Laws.

The competent entity for alternative dispute resolution with the merchant is:

a) The Slovak Trade Inspection, which can be contacted for this purpose at the address: Central Inspectorate of the SOI, Department of International Relations and ADR, Bajkalská 21/A, P.O. BOX 29, 827 99 Bratislava, or electronically at ars@soi.sk or adr@soi.sk, or

b) Another competent authorized legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list of authorized entities is available at <https://www.mhsr.sk/obchod/ochrana-spotrebiteľa/alternatívne-riesenie-spotrebiteľských-sporov-1/zoznam-subjektov-alternatívneho-riesenia-spotrebiteľských-sporov-1>), with the customer having the right to choose which of the mentioned alternative dispute resolution entities to approach. The customer may use the online platform for alternative dispute resolution to submit their proposal for the resolution of their consumer dispute, available at

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>. For more information on alternative dispute resolution of consumer disputes, visit the Slovak Trade Inspection website: <https://www.soi.sk/sk/alternativne-riesenie-spotrebiteľských-sporov.soi>.

Information regarding the protection of personal data is provided in the Privacy and Personal Data Processing Policy and is published on the website www.atlashotel.sk.

This complaints procedure is effective as of 01.07.2024.

The complaints procedure is published on the hotel's website and displayed at the hotel reception. By accepting the service and/or receiving the goods, the consumer confirms that they have been informed about this complaints procedure. Supervisory Authority:

Central Inspectorate of the Slovak Trade Inspection, Bajkalská 21/A, 827 99 Bratislava

COMPLAINT FORM

ATLAS Hotel Tatry, Tatranské Matliare 13046, 059 60 Vysoké Tatry

E-mail: hotel@atlashotel.sk Tel.: +421 911 566 887

Navigea Hospitality, s.r.o.
Hniezdne 118, 065 01 Hniezdne

Company ID: 56304439

Tax ID: 2122273142

Date of complaint reception:

This complaint form is used for properly handling complaints regarding services provided at ATLAS Hotel Tatry. Complaints can be submitted by the guest no later than the end of their stay.

Guest Information:

- Full name:
- Permanent address:
- Phone:
- Email address:

Information about the stay/provided service

- Arrival date:
- Departure date:
- Room number:
- Type of accommodation:
- Complained service:

Reason for the complaint/description:

Hotel's statement

Hotel's stance upon receiving the complaint:

- ☐ **Complaint resolved on-site** | Date: Responsible person's name.....
- ☐ **Complaint for further review (30 days)**

Response to the complaint:

Date of Response:

This form is processed in accordance with the laws and regulations valid in the Slovak Republic, in accordance with the accommodation conditions in our hotel and the rules regarding the protection of consumer rights. If you need further information or have any additional questions regarding your complaint, please feel free to contact us.