

GENERAL TERMS AND CONDITIONS of the Mikulasska chata Hotel***

1. Contracting Parties

1.1 The contracting parties in the provision of accommodation services (hereinafter referred to as "Services") by the Mikulasska Chata *** hotel (Mikulasska chata s.r.o., Demanovska Dolina 75, 031 01 Liptovsky Mikulas, Company ID: 31596886, VAT ID: SK 2020428938 (hereinafter referred to as the "Hotel"), where the clients are natural persons or legal entities (hereinafter referred to as "Clients").

1.2 An order for the provision of the Services by the Hotel (hereinafter referred to as the "Reservation") may be placed by the Client with the Hotel in person (on-site), in writing (offline reservation by email) or via the internet (online reservation via all reservation channels).

1.3 The Client can book the services provided in the Mikulasska chata*** hotel listed in these GTC. The Customer can book the services through the online internet booking system available on the website of the Mikulasska chata*** hotel, other booking channel (e.g. booking,...) www.mikulasskachata.sk or offline by email Reservation.

1.4 By booking the Services, the Customer declares that he/she has read and understood these GTC. The Mikulasska chata*** hotel is entitled to unilaterally change these GTC, while such a change is binding on Customers from the date of publication of the revised version of the GTC, while for the Customer's Reservation the version of the GTC valid and effective on the date of booking by the Customer is decisive. Before making any individual reservation, the Customers are advised to familiarise themselves with the currently valid and effective version of the GTC, which is available on the website of the Mikulasska chata*** hotel www.mikulasskachata.sk. In the case of offline reservations, the currently valid and effective version of the GTC can be consulted on the Hotel's internal website referred to in the previous sentence of these GTC. At the Customer's request, the current valid and effective version of the GTC may be sent by the Operator to the Customer by means of an email message containing a *link* to the current valid and effective version of the GTC to the Customer's email address provided by the Customer.

2. Reservation

2.1 Online Reservation

2.1.1 When making an online Reservation, the Customer can search for the current available accommodation capacity in the Hotel according to the requirements entered by the Customer in the online reservation system of the Hotel/other Hotel reservation channel (booking, ...) (e.g. arrival date, departure date, room type, number of rooms, number of persons and age composition, etc.) located on the website of the Operator/other Hotel reservation channel (booking, ...) at the prices indicated directly in the online Reservation after the Customer has entered the requirements in the form located there.

2.1.2 When making an online Reservation, after selecting the basic requirements of the Customer (accommodation facility, arrival date, departure date, room type, number of rooms, number of persons and age composition, additional services, etc.), the Customer fills in all the data required in the form.

2.1.4 When booking online, the Customer shall pay the price of the Services reserved by the Customer by online payment).

The Operator reserves the right to extend or restrict individual online payment methods for online reservations in relation to individual dates or individual hotels. The Customer is informed about the online payment options directly on the website through which he/she makes the online Reservation, after filling in all the required data and before paying for the Services booked and confirming the order with the obligation to pay.

2.1.5 Once all the required details have been filled in the online form and the online payment has been made, a “reservation confirmation” document will be sent immediately to the email address provided by the Customer at the time of reservation with the Reservation reference number and basic information regarding the guest’s Reservation.

2.1.6 The Reservation number serves as a contact number for any further actions related to the reservation by the Customer. The Customer is obliged to keep the Reservation number safely and to have it available in case of need.

2.3 Offline Reservation

2.3.1 Offline Email Reservation

2.3.1.1 For offline email Reservation, the Customer has the option to contact the Operator by email to the email address published on the Operator’s website in order to obtain a quotation for the Services selected by the Customer.

2.3.1.2 In the email, the Customer is obliged to specify the basic requirements for the Services (Hotel, number of persons and age of children, number of rooms, type of room, date - date of arrival and date of departure, name and surname of the Customer, any other requirements of the Customer). Upon receipt of the Customer’s email enquiry, the Operator either contacts the Customer with a request to clarify the criteria sent by the Customer or to complete the necessary information, or in the case of a complex enquiry, the Operator sends the Customer a quotation for Services prepared according to the Customer’s requirements specified in the email to the Customer’s email address from which the Operator received the email enquiry for booking Services. The quotation may also be sent to another email address specified by the Customer in the email enquiry. For the avoidance of doubt, unless another email address is provided by the Customer, the quotation is always sent exclusively to the email address to which the email enquiry was delivered to the Operator. A Reservation made by the Customer in this way is a so-called non-binding Reservation.

2.3.1.3 The validity of the quotation is 24 hours from the moment of its creation by the

Operator and is a non-binding quotation, i.e. it does not constitute the Customer's right to the Services (capacity) and price selected by the Customer, unless otherwise agreed by the Parties.

2.3.1.4 If the Customer chooses one of the quotations sent by the Operator, he/she shall contact the Operator by email within 24 hours to confirm his/her interest, indicating the specific details of the stay and the conditions of the reserved Services (date of arrival and departure, type of room, number of rooms and their occupancy, number of participants and their age, catering services, etc.). If, by the time the Customer's confirmation is received by the Operator, the possibility of reserving the Services selected by the Customer (capacity, etc.) ceases or a change in price occurs, the Operator shall send the Customer a new quotation, and if the Customer is not interested in the change, the communication between the Customer and the Operator, as well as the request and the quotation, shall be terminated, without the Customer being entitled to any financial or non-financial compensation or damages. If in the meantime the Services selected by the Customer have been paid for, the Operator shall reimburse the Customer for the amount paid by the Customer within 14 days from the date of termination of the enquiry and the offer, by means of a cashless bank transfer to the Customer's bank account from which the payment was made. If the services selected by the Customer and/or their price are up to date and valid by the time of delivery of the confirmation of the Customer's interest to the Operator, or if the Customer, in the event that these have changed, also expresses interest in the changed services and/or price, the Operator shall send the Customer by email a "pre-reservation information" document containing details of the services selected by the Customer, the Customer's name and surname, the booking number, the arrival and departure date, the Hotel, the room type, the number of guests and their age, the price of the stay, information on what is included in the price of the stay, payment terms, cancellation terms, etc.).

2.3.1.5 The basis for the payment of the ordered and confirmed Services is the PI (prepayment invoice), which contains the variable symbol and the due date. If the correct payment identifier number is not provided, the Operator cannot assign the Customer's payment, and therefore the payment made in this way is considered to be unrealised. In the event of non-payment of the price duly and on time (in the correct amount with the correct payment identifier and within the due date), the provisional booking is cancelled by the Operator and the Customer's right to the provisional booking is terminated and the Customer is notified by email of the cancellation of the provisional booking, without the Customer being entitled to any financial or non-financial reimbursement or compensation for damages.

2.3.1.6 Upon payment of the services selected by the Customer, a "Reservation confirmation" is sent to the Customer by email.

2.3.2 Offline Telephone Reservation

2.3.2.1 For offline telephone Reservation, the Customer can contact the Operator by telephone at the telephone numbers published on the Hotel's website www.mikulasskachata.sk, at times specified by the Operator and published on the

Operator's website, in order to obtain a quotation for the Services selected by the Customer.

2.3.2.2 The provisions of clauses 2.3, 1.2 to 2.3.1.7 of these GTC apply mutatis mutandis to the offline telephone Reservation procedure.

2.3.2.4 If the Customer does not have an email address, the Operator shall agree with the Customer on the method of communication and delivery of documents individually.

2.4 Common Provisions for Reservations

2.4.1 By making a reservation, the Customer declares and is responsible for the fact that he/she is an adult (18 years of age or older) and is legally capable of performing legal acts, i.e. is capable of acquiring rights and assuming obligations on his/her own behalf.

2.4.2 The contractual relationship between the Operator and the Customer is established when the Customer receives a "Reservation confirmation" from the Operator.

2.4.3 Until the moment of "Reservation confirmation" to the Customer, the Customer's Reservation is not binding for any of the parties (neither for the Customer nor for the Operator) and the Customer does not have the right to reserve the requested capacity (hotel, room type, number of persons, number of rooms, etc.) or the right to the price of the Services stated in the quotation, i.e. it is a so-called non-binding reservation. The reservation becomes binding only when the funds are credited to the Operator's bank account in accordance with clause 2.4.5 of these GTC and the Reservation is "confirmed".

2.4.4 An email message shall be deemed to have been received at 09:00 on the day following the day on which it is sent unless a message stating that delivery is impossible is received by the sending party within that period. If the Customer does not receive an email message containing the "Reservation confirmation" document within 5 working days of payment of the price of the services booked, the Customer is advised to contact the booking department of the Operator by telephone or email.

2.4.5 The day of payment of the booked Services is the day of crediting the funds in the correct (invoiced) amount to the bank account of Mikulasska chata*** hotel.

2.4.6 In the case of offline Reservations made by the Customer 7 days or less before the arrival date, the Reservation of Services can only be made if the capacity and operational possibilities of the Operator allow it. The Operator reserves the right to shorten the due date of the Services selected by the Customer, of which the Operator shall inform the Customer.

2.4.7 When making a reservation, the Customer is obliged to specify the exact number of persons who are to be a participant in the reserved stay, in the case of children under the age of 18 also their age. The decisive moment for determining the age of children under 18 is the date of commencement of the stay. If the Customer making the reservation is not the participant of the stay, he/she is obliged to indicate the name and surname of the adult person, email address and telephone number for whose benefit the reservation will be made.

2.4.8 Upon confirmation of the Reservation, the Operator guarantees the Customer the type

of room specified in the “Reservation Confirmation” document. Should the operational or capacity require so, the Operator or Hotel reserves the right to provide the Customer or participants with the provision of Services in a room of the same or comparable standard as the type of room indicated in the “Reservation confirmation” document, without the Customer being obliged to pay the additional price of the accommodation Services.

2.4.9 In the event of a request from the Customer for a specific room assignment in the Hotel (e.g. specific room number, view, floor, orientation, etc.) within the same room type as stated in the “Reservation confirmation”, the Operator will comply with the request if the capacity and operational possibilities of the Hotel allow it.

2.4.10 The reservation system used by the Operator Mikulasska Chata meets all requirements set by law under the GDPR, data handling, credit cards and other regulations applicable to the procedure and activities of the Operator.

3. Payment Terms - General Provisions

3.1 The Customer is obliged to pay the price for the reserved Services in full (100% of the deposit) when making the reservation or using the Services by the due date.

3.2 The form of payment depends on the Customer’s chosen method of booking Services (online or offline reservation. The Operator reserves the right to extend or restrict the individual payment methods for reservation in relation to individual methods of Services reservation (online or offline reservation), or individual dates. The Customer is informed about the payment options directly on the website through which he/she makes the online Reservation, after filling in all the required data and before paying for the Services booked and confirming the order with the obligation to pay, or he/she is informed directly by the Operator’s employee by email. For offline reservations, payment can be made by wire transfer or payment through a payment gateway, unless otherwise specified by the Operator. The Customer is obliged to comply with the method of payment specified by the Operator.

3.3 Bank charges associated with the payment of the price for the Services reserved by the Customer shall be borne in full by the Customer.

3.4 The Operator reserves the right to limit or exclude the possibility of offline payment (payment by wire transfer to the Operator’s bank account) in cases specified by the Operator, which will be communicated to the Customer before confirming the order (Reservation) with the obligation to pay (e.g. in the case of promotional stays, when applying a discount, in the case of Last Minute stays, the use of the Promo Code, etc.).

3.5 The price for accommodation and related Services includes value added tax in accordance with the relevant legislation. However, the price does not include local tax, which the Customer is obliged to pay directly at the accommodation facility according to the local tax rates applicable under the relevant legislation at the time of the Customer’s stay.

3.6 The bill for Services (tax receipt) is issued to the Customer on the day of departure directly at the Hotel reception. If the Customer wishes to issue a tax document in the form of an invoice issued in favour of a legal entity or a natural person - entrepreneur and makes a Reservation online, he/she is obliged to select the "I need an invoice" option in the online form and fill in all mandatory data required in the online form. It is no longer possible to change the billing details after the Customer has made a payment by credit card or entered a bank payment order during the online reservation process! In the case of offline reservation, it is necessary to indicate the request for a tax document in the form of an invoice issued in favour of a legal entity or natural person - entrepreneur and accurate and correct billing information directly when making a reservation in an email addressed to the Operator or by phone. Changing the billing details for offline reservations after payment for the stay is no longer possible.

4. Reservation Changes, Non-Arrival, Early Departure, Cancellation, Cancellation Policy

4.1 Reservation Changes

4.1.1 Any changes to the Reservation (change of dates, change of number of persons or age categories, change of the scope of the reserved Services - limitation or extension, etc.) are only possible after confirmation of the Reservation if the operational and/or capacity possibilities allow it. The Customer has no legal right to make changes to the Reservation after the Reservation has been confirmed.

4.1.2 The Customer can request a change of the booked accommodation and related Services by email via the booking department of the Operator.

4.1.3 If the Customer requests a change to a confirmed Reservation that cannot be accommodated for capacity or other operational reasons on the Operator's side, the Operator shall not be obliged to accommodate the Customer's request for a change to a confirmed reservation and the Operator shall have the right to refuse the Customer's request, without the Customer being entitled to any compensation or any other financial or non-financial consideration from the Operator.

4.1.4 The Operator reserves the right to individually assess the Customer's request to change the date of the booked Services, exclusively under the conditions set by the Operator, which the Operator shall inform the Customer about after the Customer's request to change the date of the booked services and before confirming the change of the date of the booked services on the basis of the Customer's request. In the event of a change in the date of a confirmed Reservation (booked Services), the terms and conditions set by the Operator (in particular the cancellation terms and conditions) shall prevail over the provisions of these terms and conditions, of which the Operator shall inform the Customer prior to confirming the change in the date of the booked Services. Changing the date of a confirmed Reservation is only possible until the date of the Operator's entitlement to a cancellation fee under these GTC, provided that the capacity and operational possibilities of the Operator and the Hotel allow it. In this case, the original Reservation confirmation will be cancelled. The price paid by the Customer for previously booked and confirmed Services shall be deemed to be partial

payment for the new, changed and booked Services. In the event that in connection with the Customer's request for a change of the date of the booked Services, the Customer is obliged to pay the difference in the price of the Services on the changed date compared to the originally booked date to the Operator by a non-cash bank transfer to the bank account of the Operator and in the manner specified in the Reservation confirmation sent to the Customer by email to the email address provided by the Customer at the time of making the original Reservation. Only after the Customer has paid the additional payment is the Customer's Reservation confirmed, and only at this point does the Customer have the right to the provision of the Services booked by him/her on the changed date. In the event that there is no increase in the original price paid by the Customer in connection with the granting of the Customer's request to change the date of the booked Services, the price of the services previously paid by the Customer shall be deemed to be the price of the Services on the changed date. Changing the date of the booked Services is not possible after the date specified in the third sentence of this point of the terms and conditions before the confirmation of the change of the date of the booked Services. Changing the date of a confirmed Reservation is only possible until the date of the Operator's entitlement to a cancellation fee under these GTC, provided that the capacity and operational possibilities of the Operator and the Hotel allow it. In this case, the original booking confirmation is cancelled and the price paid by the Customer for the previously booked Services is considered as payment (partial payment) for the new, changed booked Services. In the event that in connection with the Customer's request for a change of the date of the booked Services, the Customer is obliged to pay the difference in the price of the Services on the changed date compared to the originally booked date to the Operator by a non-cash bank transfer to the bank account of the Operator and in the manner specified in the Reservation confirmation to the Customer by email to the email address provided by the Customer at the time of making the original Reservation. Only after the Customer has paid the additional payment the new Reservation can be confirmed, and only at this point does the Customer have the right to the provision of the booked Services on the changed date. In the event that there is no increase in the original price paid by the Customer in connection with the granting of the Customer's request to change the date of the booked Services, the price of the services previously paid by the Customer shall be deemed to be the price of the Services on the changed date. Changing the date of the booked Services is not possible after the date specified in the third sentence of this clause of the GTC.

4.1.5 The Operator reserves the right to individually assess the Customer's request for a change in the number of reserved beds, rooms or number of persons (participants of the stay), or a change of persons (change of participant of the stay), exclusively under the conditions set by the Operator, which the Operator informs the Customer about after the Customer's request for a change of the date of the booked Services and before the confirmation of the change of the date of the booked Services on the basis of the Customer's request. In the event of a change in the date of a confirmed Reservation (booked Services), the terms and conditions set by the Operator shall prevail over the provisions of these GTC, which the Operator shall inform the Customer of prior to confirming the change in the date of the booked Services. Changes to a confirmed reservation can only be made up to the day before the day of arrival, provided that the capacity and operational possibilities of the Operator and the Hotel allow it. The Customer has no legal right to such a change. In the event that in connection with the granting of the Customer's request for a change under this

point of the GTC the Customer is obliged to pay the difference in the price of the Services compared to the original price to the Operator in the manner specified in the original Reservation confirmation sent to the Customer by email to the email address provided by the Customer when making the original Reservation. Only after the Customer has paid the additional payment is the new Reservation confirmed to the Customer with the change and only at this moment the Customer is entitled to the provision of the Services booked in the changed scope. If the price originally paid by the Customer is not increased in connection with the granting of the Customer's request to change the scope of the booked Services, the price previously paid by the Customer shall be deemed to be the price of the Services in the changed scope.

4.1.6 The Operator reserves the right to individually assess and determine the validity of a Customer's request to change a confirmed Reservation for good reasons on the part of the Customer or the person who is to be a participant in the stay (e.g. accident, serious illness, death, etc.), and for the purpose of assessing such a Customer's request, the Customer must prove to the Operator the existence and duration of the good reasons (e.g. certificate of hospitalization, medical report, death certificate, etc.), without delay, but no later than 10 days from the date of the occurrence of such event. The Customer shall not be entitled to any change or any financial or non-financial compensation in these cases.

4.2 Failure to Check in, Failure to Use the Booked Services in Full.

4.2.1 In the event of non-use of the booked Services for any reason whatsoever on the part of the Customer or the person who is to be a participant in the stay, or for no reason whatsoever (non-arrival), the Customer shall not be entitled to any financial or non-financial compensation, compensation or damages.

4.2.2 In the event of non-use of the booked Services for any reason on the part of the Customer or the person who is to be a participant in the stay, or without stating the reasons in full (early departure from the stay, late arrival date for the stay), the Customer is not entitled to any financial or non-financial compensation, compensation or damages.

4.2.3 The Operator reserves the right to individually assess and determine the validity of the Customer's request for compensation for non-arrival or non-use of the booked Services in their entirety for good reasons on the part of the Customer or the person who is to be a participant (e.g. for the purpose of assessing such a request, the Customer is obliged to prove to the Operator the existence and duration of the aforementioned good reasons (e.g. certificate of hospitalization, medical report, death certificate, etc.), without delay, but no later than 10 days from the date of occurrence of such an event. The Customer is not legally entitled to compensation in these cases.

4.3 Cancellation, Cancellation Policy.

4.3.1 At the moment of conclusion of the distance contract for the provision of Services, the Customer is not entitled to withdraw from the contract for the provision of Services within the meaning of Sec. 7(6)(k) of Act No. 102/2014 Coll. on consumer protection in the sale or

provision of services under a distance contract or a contract concluded outside of the seller's business premises and on amendment and supplementation of certain acts, as amended.

4.3.2 The Operator shall allow the Customer to cancel a confirmed Reservation (from the moment of the contractual relationship pursuant to clause 2.4.2 of these GTC) for any reason or for no reason at all, in writing to the Operator's registered office address set out in clause 1.1 of these GTC, or electronically by email cancellation notice sent to the email address set out in the confirmation of the Reservation.

4.3.3 In the event of cancellation of the Reservation pursuant to clause 4.3.2 of these GTC, the Operator shall be entitled to payment of the cancellation fee specified in the online or offline booking confirmation upon cancellation of the reservation by the Customer.

4.3.8 In the event of non-arrival of the Customer or participants or any of them for the booked stay according to clause 4.2 of these GTC, the Customer is obliged to pay a cancellation fee of 100% of the price of the booked and confirmed Services.

4.3.9 In the event of cancellation or partial cancellation of the Reservation or in the event of non-arrival of the Customer or participants to the booked stay in the case of promotional stays, the Operator is entitled to a cancellation fee of 100% of the price of the ordered and confirmed Services.

4.3.10 For the application of the cancellation fee and the determination of its amount, the date of arrival at the stay (the day of arrival at the stay) indicated in the Reservation confirmation is decisive for the application of the cancellation fee.

4.3.11 In the event of cancellation or partial cancellation of the Reservation or non-arrival of the Customer or participants or any of them for the stay, the Operator shall send the Customer an email notification of the Operator's claim to the cancellation fee and its amount in accordance with these GTC within 14 days from the date of cancellation or partial cancellation of the Reservation or, in the case of non-arrival, from the date specified as the arrival date. By booking accommodation and related Services according to these GTC, the Customer agrees and acknowledges that the Operator is entitled to unilaterally set off the Customer's claim for a refund of the price paid by the Customer for the booked accommodation and related Services against the Operator's claim for a cancellation fee in the amount specified in these GTC in the event of cancellation or partial cancellation of the booking or non-arrival, namely in the amount of, to the extent that these claims overlap, while the amount exceeding the mutual claims of the Customer and the Operator in favour of the Customer shall be paid by the Operator to the Customer in the same manner as the payment for the booked accommodation and related Services was made by the Customer, depending on the form of payment chosen by the Customer when booking the stay, within 14 days from the day following the date of cancellation or partial cancellation of the Reservation or non-arrival. The bank charges associated with the refund shall be borne in full by the Customer.

4.3.12 The Operator reserves the right to individually assess the cancellation or partial cancellation of a Reservation by the Customer in the event of good reasons on the part of

the Customer or any of the participants (e.g. accident, serious illness, death, natural disaster, etc.) and the Customer is obliged to prove to the Operator the existence and duration of the aforementioned good reasons within 14 calendar days.

4.4 Change or Cancellation by the Operator, Force Majeure.

4.4.1 In the event that for reasons on the part of the Operator or the Hotel (operational reasons, capacity reasons, etc.), it is not possible to provide the Customer or the participants of the stay with the booked Services at all or partially after the confirmation of the Reservation the Operator shall immediately inform the Customer of this fact by email to the email address provided by the Customer when making the Reservation or by telephone, and at the same time, depending on the capacity and operational possibilities of the Operator, shall submit a proposal for the use of Services in the same as the Customer's booked term of the same or higher standard or in another term with the same (original) type of Services, without the Customer being obliged to pay the additional fee for the Services so provided.

4.4.2 In the event that the Customer accepts the Operator's offer pursuant to clause 4.4.1 of these GTC, the Customer shall not be entitled to any further financial or non-financial compensation or damages.

4.4.3 In the event that the Customer does not accept the Operator's offer pursuant to clause 4.4.1 of these GTC, the Customer's Reservation shall be cancelled and the Operator shall refund to the Customer the price paid for the Services booked in the same manner as the Customer's payment for the Services booked, depending on the form of payment chosen by the Customer when booking the stay, within 14 days of the day following the date of cancellation of the Reservation.

4.4.4 The Operator shall not be obliged to provide the Customer or the participants with the Services booked at all or to the agreed extent in the event of circumstances excluding liability. Circumstances excluding liability are obstacles, which have arisen independently of the will of the Operator and which prevent the performance of the Operator's obligations and it cannot reasonably be assumed that the Operator would have been able to avoid or overcome the obstacle or its consequences, or that the Operator could have foreseen the obstacle at the time when the contractual relationship was entered into, i.e. force majeure events (natural disasters, strikes, wars, disasters, supply disruptions, etc.) which are beyond the control of the Operator, and which prevent or interfere with the performance of the Operator's obligations. In the event of a force majeure, the Operator is obliged to immediately inform the Customer of this fact, including an indication of the expected duration of the force majeure event. In this case, the Operator will agree with the Customer on how to resolve the situation on a case by case basis. However, the Customer shall not be entitled to compensation for any damage arising from circumstances excluding liability.

5. Promotional Stays

5.1 The Operator is entitled to offer promotional stays (Last Minute, First Minute, special stay packages, etc.). The number of rooms reserved for promotional stays is limited.

5.2 The Operator is entitled to provide customers with promo codes entitling them to use the Operator's special promotions, either directly or indirectly. In case the Customer is interested in using the promo code, he/she enters the promo code at the designated place during the online reservation, which entitles him/her to use the special offer of the Operator, where the Customer will also be informed about the validity period and the conditions for using the promo code. Unless the specific terms and conditions of the promo code state otherwise, the promo code can only be used in the case of online reservation with online payment. The Operator reserves the right to change or cancel the promo code or the conditions of its use or validity period even during its validity period. In the case of a change of reservation using a promo code, it is not possible to use the promo code if the change of reservation concerns a change of the date of stay outside the validity period of the promo code. There is no legal entitlement to receive or use a promo code.

5.3 It is not possible to combine or accumulate discounts or any promotional offers of the Operator.

5.4 Special cancellation and cancellation policies may apply for promotional stays as set by the provider. The specific terms and conditions that will be included in the offer of the promotional stay will take precedence over any different modification of these GTC.

6. Complaints about the Reservation Process

6.1 The Complaints Procedure contained in Article 6 of these GTC applies exclusively to claims arising from defects in the Services provided by the Operator from the moment of the commencement of the online or offline booking of Services by the Customer until the moment of the Customer's arrival at the Hotel.

6.2 The provision of Services by Mikulasska chata, s.r.o. is governed by the relevant provisions of Act No. 40/1964 Coll., the Civil Code, as amended, in conjunction with the relevant provisions of Act No. 250/2007 Coll. on Consumer Protection and on Amendments to Act No. 372/1990 Coll. of the National Council of the Slovak Republic on Offences, as amended, and other generally binding legal regulations.

6.3 The Customer has the right to the provision of Services in the agreed or usual scope, quality, quantity and time.

6.4 The Customer is obliged to make a claim for defects in the Services (complaint) without undue delay after discovering the grounds for making a claim, but no later than the next calendar day, otherwise the right to claim shall expire. The Customer has the possibility to make claims for service defects (complaints) electronically via email sent to the email address recepia@mikulasskachata.sk or in writing to the address of the registered office of the company Mikulasska chata, s.r.o., within the time limit set out in these GTC. In the case of a written claim, the time limit shall be deemed to have been observed if the written claim is received by the Company on the first working day after the Customer's right to make a claim arises. In the event of the Customer's or participant's right to claim for defects in Services during the stay at the Hotel, the Customer or participant is obliged to make this

claim no later than the end of the stay (until the day of departure) directly at the reception desk of the Mikulasska chata*** hotel, otherwise the right to claim is extinguished.

6.5 The Customer is obliged to provide the Reservation number when making a claim if the reservation was made online. Mikulasska chata, s.r.o. is entitled to request confirmation of the Reservation from the Customer. Mikulasska chata, s.r.o., after examining the claim, will decide on the method of handling the claim immediately, in more complex cases within 3 working days. The time limit for processing a claim shall not exceed 30 days from the date of its filing. For the purpose of complaint handling, the Customer is obliged to provide contact details through which he/she will be informed about the method of complaint handling in the event that it is not possible to handle the complaint immediately after its application. The Customer is obliged to provide the Company with the necessary assistance required by the Company for the proper handling of the complaint.

6.6 In the event that Mikulasska chata, s.r.o. acknowledges the validity of the Customer's complaint, it will provide the Customer with an alternative performance (the possibility of accommodation in another room of the same or higher standard or an alternative date). In the event that the Customer does not agree to the provision of a substitute performance or in the event that the operational and/or capacity capabilities of the Company do not allow the handling of a legitimate complaint in the manner set out in the preceding sentence, the price paid by the Customer for the booked Services will be refunded to the Customer in the event of a legitimate complaint, or a discount from the price paid by the Customer for the booked Services will be provided in an amount determined by the Company.

6.7 Mikulasska chata, s.r.o. reserves the right to individually assess each case of Service complaint and to assess the legitimacy of the complaint and the Customer's requirements.

6.8 Mikulasska chata, s.r.o. shall not be liable for failure to provide Services and/or failure to use Services by the Customer, or inability to use the Services booked and paid for by the Customer in full due to force majeure. Force majeure is defined as a situation which makes it impossible to fulfil the obligations arising from a legal relationship (e.g. natural disasters, permanent energy shortages, armed conflicts, state of war or emergency, war).

6.9 If the Customer-consumer, a natural person who is not acting within the scope of a business, employment or profession when concluding and performing a consumer contract, is not satisfied with the manner in which the Operator as a seller has handled the complaint or believes that the Operator has violated his/her rights, the Customer has the right to turn to the Operator as a seller with a request for redress. If the Operator responds to the Customer's request pursuant to the preceding sentence in a negative manner or fails to respond to such request within 30 days from the date of its dispatch by the Customer, the Customer shall have the right to submit a proposal for the initiation of an alternative dispute resolution to the alternative dispute resolution entity pursuant to Sec. 12 of Act No. 391/2015 Coll. on alternative dispute resolution of consumer disputes and on amendment and supplementation of certain acts. The competent entity for alternative dispute resolution of consumer disputes with the Operator as a seller is a) the Slovak Trade Inspection, which can be contacted for the above purpose at the Central Inspectorate of the SOI, Department of International Relations and alternative dispute resolution, Prievozska 32, 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-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>), whereby the Customer has the right to choose which of the aforementioned alternative dispute resolution entities to turn to. Customers can use the online Alternative Dispute Resolution platform, available at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>, to apply for alternative dispute resolution for their consumer dispute. For more information on alternative dispute resolution, please visit the Slovak Trade Inspection website: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>.

6.10 For information regarding the protection of personal data, please refer to the Privacy and Data Processing Policy at <https://www.mikulasskachata.sk/privacy>.

7. General Information

7.1 The information provided to the Customer in the “Reservation confirmation” document for online bookings and the information provided for offline reservations (by email) is binding on the Customer and the participants of the stay. The Customer is obliged to check all data in the online or offline Reservation confirmation properly and in case of any ambiguities, questions or discrepancies, to contact the Operator immediately in order to resolve the situation. Discrepancies subsequently detected by the Customer that should or could have been detected by the Customer cannot be taken into account and are not grounds for a claim by the Customer or the participants.

7.2 The operation of the accommodation Mikulasska chata facility is dependent on the Operator’s decision and information about the current offers of products and Services, possible restrictions in operation, additional Services (catering, wellness), as well as other Services provided by the Operator, as well as information about possible restrictions, are available daily at the reception of the hotel.

7.3 The Operator reserves the right to provide children under 3 years of age with a discount on the price of accommodation services, namely for children from 0 to the day before the date of reaching 3 years of age 100% discount on the price of accommodation services without entitlement to any Services or extra beds. The Operator reserves the right to change the age category as well as the amount of the discount it provides due to age.

7.4 Check-in is possible on the reserved day of arrival from 14:00 and check-out is possible on the reserved day of departure until 10:00, unless otherwise agreed in the online/offline Reservation confirmation.

7.5 Neither the Customer nor the participants of the stay have the right to compensation or any other financial or non-financial compensation due to the fact that for operational reasons on the part of the Operator or the accommodation facility it was not possible to provide the Customer or the participant of the stay with additional Services in full (e.g.

limitation of the wellness centre, increased noise due to the organisation of a wedding or a celebration on the premises of the accommodation facility, closure of the sauna, etc.).

7.6 In case of special requests (baby cot, early check-in, late check-out, booking of additional Services (massages, wellness treatments, etc.), the possibility of accommodation with a dog and the conditions of accommodation with a dog, etc.), the Customer is obliged to contact the Hotel reception directly. Information on additional Services is available on the website www.mikulasskachata.sk.

7.7 The accommodation facility Operator reserves the right to request from the Customer or participant a security deposit in the form of pre-authorisation on the Customer's or participant's payment or credit card or other form of financial security, whereby by marking the security deposit on the registration form or a separate form, the Customer or participant gives consent to the security deposit and its use for the purpose of processing payments for Services they have utilised without making a payment (e.g. unpaid additional Services, etc.) or compensation for damages caused by the Customer or participants during their stay in the accommodation facility to the property of the Operator or Hotel.

8. Final Provisions

8.1 These GTC, as well as all legal relations arising on the basis of these GTC and in the course of making a reservation under these GTC, are governed by the law of the Slovak Republic. All legal relations not governed by these GTC shall be governed by generally binding legal regulations in force in the Slovak Republic.

8.2 Any dispute arising out of these GTC or the legal relations arising therefrom, including a dispute over the interpretation of these GTC, in the event that no amicable settlement is reached between the parties to the legal relationship, shall be subject to the jurisdiction of the Slovak courts.

8.3 If any provision of these GTC is or becomes invalid, ineffective or unenforceable, such invalidity, ineffectiveness or unenforceability shall not affect the validity and effectiveness of the remaining provisions of these GTC.

8.4 These GTC shall enter into force and effect on 27/12/2023.

8.5 These GTC replace the GTC valid until 27/12/2023 as of the date of entry into force.

8.6 These GTC apply to the regulation of rights and obligations when booking accommodation and related Services in the accommodation facility operated by Mikulasska chata. If the provisions of the terms and conditions relating to the individual Services

provided on the business-to-business basis (hereinafter referred to as the “Special Terms and Conditions”) contain a different regulation than these GTC, the provisions of the Special Terms and Conditions shall prevail and the provisions of the Special Terms and Conditions shall prevail over the provisions of these GTC. The provisions of these GTC shall apply in matters not covered by the Special Terms and Conditions.

In Liptovsky Mikulas, 27/12/2023