

**Business conditions for the operating unit DAMIAN JASNA HOTEL RESORT & RESIDENCES,
Demänovská Dolina no. 555, 031 01 (§ 273 paragraph 1 of the Commercial Code as amended)**

Article I.

Introductory provisions

1. The purpose of the business terms and conditions (hereinafter referred to as "OP") is to regulate the rights and obligations in legal relations between the operator of the DAMIAN Jasná hotel (hereinafter referred to as the HOTEL) and the company DAMIAN JASNA HOTEL RESORT & RESIDENCES s.r.o. with registered office at Pribinova 25, 811 09 Bratislava – Staré Mesto, IČO 54 998 778 and its contractual partners - natural and legal persons, in the provision of accommodation, catering, conference services and other MICE services, wellness and spa services, parking as well as additional hotel services ; and thus determine the subject of a specific contract concluded between the service provider (hereinafter referred to as the ACCOMMODATOR and/or also the PROVIDER) and the service orderer (hereinafter referred to as the CUSTOMER and/or also the CONSUMER).
2. Deviating arrangements in a specific contract take precedence over the wording of these OPs.
3. On the rights and obligations of the service orderer as a consumer who concludes a specific remuneration contract with the service provider as the so-called "contract concluded at a distance" in the sense of Act 102/2014 Coll. in the effective wording, which means the conclusion of the contract exclusively through one or more means of remote communication without the simultaneous physical presence of the PROVIDER and the CONSUMER, in particular by using the website of the HOTEL: <https://www.damianjasna.sk/>, electronic mail, telephone, fax (further only "DISTANCE CONTRACT"), special provisions in Article XIV shall apply preferentially. these OPs, unless other articles of these OPs establish more favorable conditions for the customer of services as a consumer.

Article II.

Definitions of terms

1. For the purposes of these OPs, the capitalized terms below have the following meaning:
 - 1.1 HOTEL PREMISES: territory defined in the cadastral territory Demänovská Dolina: plot of register "C" no. 2926/539.
 - 1.2 HOTEL BANK ACCOUNT: is the bank account of the PROVIDER, indicated on the advance invoice, billing invoice or other similar document of the PROVIDER or in a specific CONTRACT as the bank account of the PROVIDER; it is currently a bank account maintained at: Tatra banka, a. s., IBAN:SK79 1100 0000 0029 4014 0571
 - 1.3 PRICE LIST OF SERVICES: is a valid price list of all services offered, including accommodation services, drawn up by the ACCOMMODATOR, which determines the prices for these services at a given time and provided on behalf of the PROVIDER in the HOTEL or on its PREMISES and forms part of the content of the specific CONTRACT concluded between the PROVIDER and the CUSTOMER.
 - 1.4 CHILD: for the purposes of these OPs, a child is considered a person who, on the day the ACCOMMODATION starts, or she did not turn 12 years of age on the date of commencement of the provision of a specific SERVICE (turning 12 years of age means date of birth); in the event that the person turned 12 (twelve) years of age on a specific day, the aliquot part of the compensation for the SERVICES is charged from this day (including) at the selling price specified in the PROVIDER's price list for an adult.

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

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

1.7 ELECTRONIC CHARGING: charging the batteries of the electric car from the charging station owned by the PROVIDER for the necessary time, in a reserved place in the GARAGE.

1.8 HOTEL: accommodation facility of the category: "hotel" named: "Hotel DAMIAN Jasná, address: 031 01 Demänovská Dolina no. 555,

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

1.10 CUSTOMER:

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

b) a domestic legal entity or a natural person in the position of an entrepreneur in the sense of the legal definition according to the generally binding legal regulations of the Slovak Republic, or a foreign legal entity or natural person that fulfills the characteristics of an entrepreneur according to the relevant foreign legal order according to which it was established, if this person acts in within the framework of its business activity (hereinafter referred to as the "CONSUMER"); if he concludes a specific CONTRACT with the PROVIDER, the subject of which are SERVICES.

1.11 PARKING: temporary, protected use of a specific parking space in a garage; with the exception of those parking spaces that are designated and/or marked by appropriate traffic signs as reserved parking or a space for ELECTRONIC CHARGING; for the CUSTOMER, it is a paid SERVICE; unless otherwise stated in these OPs.

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

1.13 ACTIONS and EVENT: paid provision or mediation of the provision of specific SERVICES in the HOTEL on the basis of a CONTRACT in accordance with the valid PRICE LIST of SERVICES or according to a separate written agreement between the PROVIDER and the CUSTOMER, in order to ensure the proper implementation of an educational or corporate or socio-cultural event: especially MICE activities such as e.g. congress or conference or seminar or training or workshop or similar educational event, organized by the HOTEL either on behalf of the CUSTOMER as their organizer or on behalf of the CUSTOMER as an intermediary of services for another ACTION and EVENT organizer.

1.14 PROVIDER: the company DAMIAN JASNA HOTEL RESORT & RESIDENCES s.r.o. with registered office: Pribinova 25, 811 09 Bratislava – Staré Mesto, ID: 54 998 778, VAT number:2121855637, VAT number: SK2121855637, registered at the Commercial Register of the District Court Bratislava I, section: Sro, insert no.165338/B; account number (IBAN): SK79 1100 0000 0029 4014 0571 (Tatra banka, a. s.), which is the operator of the HOTEL.

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

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

1.17 ACCOMMODATION: paid provision of accommodation services in the HOTEL for the CUSTOMER on behalf of the PROVIDER, according to the valid PRICE LIST of SERVICES or according to the contractual terms between the PROVIDER and the CUSTOMER, on the basis of the Accommodation Agreement in accordance with § 754 et seq. of the Civil Code as amended.

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

Article III.

Scope of OP validity and their timeliness

1. These OPs apply to all SERVICES provided in the HOTEL on behalf of the PROVIDER, in relation to all CUSTOMERS who have concluded a CONTRACT with the PROVIDER, the subject of which are SERVICES.

2. OPs published on the website of the HOTEL: <https://www.damianjasna.sk/> are considered valid OPs and thus form an integral part of the online reservation form on the website of the HOTEL: <https://www.damianjasna.sk/>, as well as a specific CONTRACT.

3. The PROVIDER is entitled to unilaterally change the OP at any time, and the PROVIDER will publish the amended and thus the new wording of the OP on the HOTEL website, usually 30 days before the date of their entry into force; such publication of new OPs is considered as notification of new OPs in relation to the CUSTOMER. At the same time as the notification of the new OPs, the PROVIDER will also publish instructions for the CLIENT that the CLIENT has the right, due to the change in the OPs, to withdraw from the CONTRACT, which has not yet expired, within 14 days from the publication of the notification of the new OPs, including the publication of the instructions; however, the PROVIDER's claim to the so-called cancellation fees in accordance with the cancellation conditions specified in Article VI. of these OPs and the CUSTOMER's obligation to pay for them are not affected in any way. After the 14-day period from the publication of the announcement of the new OPs and from the publication of the instructions, the new OPs become an integral part of the CONTRACT on the day of their effectiveness; unless the CUSTOMER withdraws from the CONTRACT immediately after becoming familiar with the wording of the new OPs and the published instructions or could become familiar with them.

4. The HOTEL's complaint procedure is located at the HOTEL's reception desk; and at the same time it is also published on the website of the HOTEL.

Article IV.

Closing of the contract

1. A CONTRACT, the subject of which will be one or more specific SERVICES, may be concluded by the CUSTOMER exclusively in writing; in the following form:

a) by signing a specific CONTRACT by the CUSTOMER in the HOTEL;

b) delivery of a written order by the CUSTOMER to the address of the HOTEL's reservation department in paper or electronic form (e-mail); in that case, the ORDERER will receive confirmation of his order in paper or electronic form from the electronic address: reception@damianjasna.sk, or reservations@damianjasna.sk, or sales@damianjasna.sk;

c) in the case of a DISTANCE CONTRACT through the HOTEL's reservation system on the HOTEL's website <https://www.damianjasna.sk/>.

2. The CONSUMER acknowledges that the rights pursuant to § 755 et seq. He acquires the Civil Code in its effective version only at the moment when he becomes a person who is accommodated - "accommodated" (Article VII., point 4. of these OPs).

3. In the event that the CONTRACT is concluded by the BUYER (e.g. intermediary, travel agency or travel agency, marketing or specialized MICE agency), the BUYER is not entitled to assign any rights or obligations from this CONTRACT to any third parties without the prior written consent of the PROVIDER.

Article V.

Repayment, deposit/security and payment terms

1. The prices agreed in the CONTRACT for specific SERVICES are final and include value added tax (or other tax) according to generally binding legal regulations, effective at the time the CONTRACT is concluded, unless otherwise stated in the specific CONTRACT; in the event of a subsequent change in the statutory tax rate or local fee, the individual prices will be adjusted in accordance with generally binding legal provisions effective on the date of creation of the taxable transaction (VAT and other taxes), respectively. on the day of payment for the SERVICES, agreed in a specific CONTRACT (local fee).

2. If the PROVIDER, in accordance with these OPs, in exceptional cases and on the basis of its own decision, provides the CONSUMER with ACCOMMODATION in the HOTEL other than the agreed-upon ACCOMMODATION or reserves for the ACCOMMODATION a different type of HOTEL ROOM for the CONSUMER than the agreed-upon type, in scope, quality and with features that are better than are agreed in a specific CONTRACT (e.g. a larger number of beds), so the PROVIDER can only demand the price agreed in the specific CONTRACT for the originally agreed ACCOMMODATION or ROOM for the provided HOTEL ACCOMMODATION and related services, and cannot demand an increase.

3. If the CONSUMER signs up for ACCOMMODATION in the HOTEL after the first day of the ACCOMMODATION PERIOD, agreed according to the specific CONTRACT, or does not sign up for ACCOMMODATION in the HOTEL at all, the CONSUMER's obligation to pay the price for ACCOMMODATION in the HOTEL and for the services associated with it for the entire

ACCOMMODATION PERIOD, agreed in the sense of the specific CONTRACT, it is not affected by this and remains unchanged in scope and amount.

4. If the CONSUMER vacates a specific HOTEL ROOM before the agreed ACCOMMODATION PERIOD has expired, his right to ACCOMMODATION in the HOTEL shall cease; even in such a case, however, the CONSUMER is obliged to pay the PROVIDER the remuneration agreed in the specific CONTRACT for ACCOMMODATION in the HOTEL and for the services connected with it, for the entire PERIOD OF ACCOMMODATION agreed in the specific CONTRACT. The value of the UNUSED STAY or SERVICE can be transferred to another date after agreement with the PROVIDER. See Bail/Security § 555 of the Civil Code.

5. The PROVIDER is entitled, when concluding the CONTRACT or during the stay in the HOTEL, to demand from the CUSTOMER in case of breach of contractual obligations by the CUSTOMER, in particular, but not exclusively, for the payment of arrears for SERVICES, for compensation for damage caused by the PROVIDER, for payment of contractual fines according to these OPs and CONTRACT, or for the payment of legal interest due to delay, as a payment guarantee, a cash deposit (§ 555 of the Civil Code), in the form of securing funds on the CUSTOMER's credit card (pre-authorization or provision of complete information about the credit card or in another similar way) up to 100% (one hundred percent) of the total payment for the ordered SERVICES, agreed in a specific CONTRACT.

Terms of payment

6. The PROVIDER is entitled, when concluding the CONTRACT or during the CLIENT's stay at the HOTEL, to demand from the CLIENT the entire payment in advance or an advance for the payment, up to 100% (one hundred percent) of the total payment for the SERVICES agreed in the CONTRACT; such repayment or advance for repayment is due within the period specified by the PROVIDER; this does not affect the provisions of point 2 of this article of these OPs.

7. In accordance with § 567 par. 2 of the Civil Code in its effective version, the payment for SERVICES is considered to be paid on the day the amount owed is credited to the HOTEL'S BANK ACCOUNT.

8. In the event of a delay on the part of the CUSTOMER in paying the agreed compensation for the SERVICES, the PROVIDER is entitled to charge the CUSTOMER interest on the delay, in the following amount: a) in relation to the CONSUMER in the amount regulated by the regulations of civil law (current § 517 paragraph 2 of the Civil Code as amended);

b) in relation to the CUSTOMER in the amount regulated by commercial law regulations (currently § 369 paragraph 2 of the Commercial Code as amended); 5 payment of interest on delay does not affect the PROVIDER's right to compensation for damage (including the right to a contractual penalty) in full.

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

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

Article VI.

Termination of CONTRACT

By agreement

1. The PROVIDER and the CUSTOMER may agree in writing on the cancellation and termination of the CONTRACT.

2. Unless otherwise agreed in the CONTRACT, the CUSTOMER is entitled to withdraw from the CONTRACT in writing only for the reason specified in § 759 par. 1 of the Civil Code as amended, while the PROVIDER is entitled to claim against the CLIENT and the CLIENT undertakes to pay the PROVIDER severance pay, as compensation for the PROVIDER for the cancellation of the CONTRACT - non-fulfillment of its subject matter, reimbursement of costs on the part of the PROVIDER, incurred in connection with its preparation for fulfillment of the subject of the CONTRACT and lost profit on the part of the PROVIDER (hereinafter referred to as "TERMINATION"). CONSUMER - Severance pay agreement pursuant to § 497 of the Civil Code as amended

3. The CONSUMER and the PROVIDER have agreed that if the CONSUMER wants to withdraw from the CONTRACT, in that case the CONSUMER undertakes (and the PROVIDER has a claim against the CONSUMER in that case) to pay the PROVIDER in accordance with provision 497 of the Civil Code as amended, the WITHDRAWAL FEE, namely in the following amount:

a) in case of cancellation - withdrawal from the CONTRACT by the CONSUMER in the period of 28 (twenty-eight) days to 15 (fifteen) days before the day of the start of the provision of the SERVICE by the PROVIDER, a WITHDRAWAL FEE in the amount of 30% (thirty percent) of the total compensation is agreed, agreed in the CONTRACT;

b) in case of cancellation - withdrawal from the CONTRACT by the CONSUMER in the period of 14 (fourteen) days to 2 (two) days before the day of the start of the provision of the SERVICE by the PROVIDER, a WITHDRAWAL FEE in the amount of 70% (seven ten percent) of the total compensation is agreed, agreed in the CONTRACT;

c) in case of cancellation - withdrawal from the CONTRACT by the CONSUMER in the period between the 2nd (second) day and the agreed day of the start of the provision of the SERVICE by the PROVIDER, a WITHDRAWAL FEE is agreed in the amount of 100% (one hundred percent) of the total compensation agreed in the CONTRACT .

4. The BUYER and the PROVIDER have agreed that if the BUYER wants to withdraw from the CONTRACT, in that case the BUYER undertakes (and the PROVIDER has a claim against the BUYER in that case) to pay the PROVIDER in accordance with the provisions of § 355 par. 1 of the Commercial Code in its effective wording TERMINATION, in the following amount:

a) in case of cancellation - withdrawal from the CONTRACT by the CUSTOMER more than 60 (sixty) days before the day of the start of the provision of the SERVICE by the PROVIDER, a WITHDRAWAL FEE is agreed in the amount of 30% (thirty percent) of the total compensation agreed in the CONTRACT;

b) in case of cancellation - withdrawal from the CONTRACT by the CUSTOMER in the period of 59 (fifty nine) days to 30 (thirty) days before the day of the start of the provision of the SERVICE by the PROVIDER, a WITHDRAWAL FEE in the amount of 70% (seven ten percent) of the total compensation is agreed , agreed in the AGREEMENT;

c) in case of cancellation - withdrawal from the CONTRACT by the CUSTOMER in the period of 29 (twenty-nine) to 20 (twenty) days before the day of the start of the provision of the SERVICE by the

PROVIDER, a WITHDRAWAL FEE in the amount of 85% (eighty-five percent) of the total compensation is agreed, agreed in the AGREEMENT;

d) in the case of cancellation - withdrawal from the CONTRACT by the CUSTOMER in the period between the 19th (nineteenth) day and the agreed day of the start of the provision of the SERVICE by the PROVIDER, a WITHDRAWAL FEE is agreed in the amount of 100% (one hundred percent) of the total compensation agreed in the CONTRACT; while any advance payment agreed upon in the CONTRACT will be deducted from the TERMINATOR, if it has already been paid by the CUSTOMER to the account of the PROVIDER (hereinafter referred to as "DEPOSIT"); The CUSTOMER and the PROVIDER have expressly agreed that the provisions of § 355 par. 2 of the Commercial Code in its effective version shall not be used for their contractual relations.

5. BUYER and PROVIDER, pursuant to § 351 par. 2 of the Commercial Code, as amended, agreed that the PROVIDER can unilaterally set off its right to severance pay against the CUSTOMER's right to return the DEPOSIT or compensation, or their aliquot part.

6. The BUYER and the PROVIDER have agreed that if:

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

b) the CUSTOMER will be threatened with bankruptcy for the first time in accordance with the Act on Bankruptcy and Restructuring in its effective wording or in accordance with the legislation of another legal order with the same or similar legal effect to which the CUSTOMER and/or the property of the CUSTOMER is subject;

c) the CUSTOMER finds himself in a crisis for the first time in accordance with § 67a et seq. of the Commercial Code in its effective wording or in the sense of a legal regulation of another legal order with the same or similar legal effect to which the CUSTOMER and/or the property of the CUSTOMER is subject;

d) for the first time, a proposal to declare bankruptcy for the BUYER's assets will be submitted in accordance with the Act on Bankruptcy and Restructuring in its effective wording or in accordance with the legislation of another legal order with the same or similar legal effect to which the BUYER and/or the BUYER's assets are subject;

e) a proposal for permission to restructure the CUSTOMER will be submitted for the first time in accordance with the Act on Bankruptcy and Restructuring in its effective wording or in accordance with the legislation of another legal order with the same or similar legal effect to which the CUSTOMER and/or the property of the CUSTOMER is subject; at this moment, the PROVIDER has the right to retain the entire amount of any DEPOSIT, as compensation for costs and lost profit for early termination of a specific CONTRACT, to which the CUSTOMER expressly and without reservation agrees by concluding a specific CONTRACT (hereinafter referred to as "COMPENSATION"); The BUYER and the PROVIDER have also expressly agreed, pursuant to § 364 of the Commercial Code, as amended, on the crediting of the DEPOSIT and COMPENSATION; while the effectiveness of such an agreement occurs at the moment specified in letter a) to e) of this point, whichever occurs first.

Withdrawal from the CONTRACT by the PROVIDER

7. The PROVIDER is entitled to withdraw from the CONTRACT in writing, except for the reason specified in § 759 par. 2 of the Civil Code in the effective version also in the following cases:

a) in case the CUSTOMER has outstanding obligations towards the PROVIDER from a specific CONTRACT after the due date; including the DEPOSIT;

b) in case of substantial violation of these OPs by the CUSTOMER;

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

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

e) The CUSTOMER knowingly provided the PROVIDER with misleading or false information for the purpose of concluding the CONTRACT; or the CLIENT has concealed information from the PROVIDER, knowing which the PROVIDER would never have concluded the CONTRACT with the CLIENT (e.g. the real identity of the CLIENT or his real citizenship, or the real reason for staying in the HOTEL, or the real reason for using the SERVICES);

f) The PROVIDER has reasonable grounds to believe that the CUSTOMER's stay in the HOTEL PREMISES or the CUSTOMER's use of the SERVICES could threaten the proper operation or safety of the HOTEL, including its staff and other HOTEL guests; respectability and reputation of the HOTEL (including its staff) or the PROVIDER;

g) there was an unauthorized rental or subletting of premises in the HOTEL, in the HOTEL PREMISES by the CUSTOMER to a third party without the prior written consent of the PROVIDER;

h) if any of the circumstances mentioned in point 7. letter. b) to letter e), and letter g) of this article; the PROVIDER's claim to possible compensation for damage in its entirety is not affected by this.

Article VII.

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

1. If the PROVIDER does not specify otherwise, the CONSUMER may stay in the HOTEL within the agreed ACCOMMODATION PERIOD only on the day agreed in the CONTRACT as the start date of the ACCOMMODATION, from 3:00 p.m. at the earliest; The CONSUMER has no legal right to make the HOTEL ROOM available earlier (accommodation) in the HOTEL.

2. If the CONSUMER does not check-in at the HOTEL no later than 24.00 on the first day of the ACCOMMODATION PERIOD agreed in the specific CONTRACT, the PROVIDER's obligation to "reserve" ACCOMMODATION or a specific HOTEL ROOM for the CONSUMER according to the specific CONTRACT ceases and the PROVIDER has the right to dispose of such ACCOMMODATION or a specific HOTEL ROOM with another way.

3. When signing up for ACCOMMODATION in the HOTEL, the HOTEL reception staff will issue an accommodation card to the CONSUMER, in which, among other things, the name and surname of the CONSUMER, the number of the HOTEL ROOM reserved for the CONSUMER's accommodation in the HOTEL, the date agreed in the CONTRACT as the end date of the ACCOMMODATION (within the agreed PERIOD ACCOMMODATION) and attaches a card - key to the ROOM reserved for the CONSUMER's accommodation in the HOTEL.

4. The CONSUMER, in accordance with § 755 et seq. of the Civil Code in the effective version becomes a person who is accommodated - "accommodated" at the moment of signing in at the HOTEL reception (also known as "check-in"), by entering the CONSUMER on the part of the PROVIDER in the House book; until this moment, the CONSUMER is only in the position of ORDERER.

5. When signing up for accommodation in the HOTEL before the start of the ACCOMMODATION, the CONSUMER is obliged to allow the HOTEL reception staff to verify the CONSUMER's identity, and for this purpose the CONSUMER is obliged to present his/her valid identity document; in the case of persons to whom an identity document is not issued due to their age (CHILD), their identity is proved either by a valid passport or a valid health insurance document - European health insurance card.

6. During the ACCOMMODATION PERIOD, in justified cases, the HOTEL director or a person authorized by him may ask the CONSUMER to prove his identity.

7. The CONSUMER, who is a foreigner (not a citizen of the Slovak Republic), is obliged to fill in the official form for reporting the stay of a foreigner, established by a special law, and state in it truthfully and absolutely all required data.

8. When moving into the HOTEL ROOM assigned by the PROVIDER for ACCOMMODATION purposes, the CONSUMER is obliged to properly inspect the HOTEL ROOM and immediately report any deficiencies, defects or other reservations regarding the furnishings or equipment of the HOTEL ROOM and its accessories to the HOTEL reception; the CONSUMER has the same obligation in the event that deficiencies or defects of the HOTEL ROOM appear during the agreed PERIOD OF ACCOMMODATION or on the day agreed in the CONTRACT as the day of termination of the ACCOMMODATION; otherwise, the CONSUMER is responsible for the damage incurred in full.

9. After concluding a specific CONTRACT and also after starting ACCOMMODATION in a specific HOTEL ROOM, the PROVIDER and the CONSUMER can agree on an extension of the ACCOMMODATION PERIOD; in such a case, however, the PROVIDER has no legal obligation to provide the CONSUMER with ACCOMMODATION in the same HOTEL ROOM that was reserved for the CONSUMER at the start of the ACCOMMODATION, even after the originally agreed ACCOMMODATION PERIOD has expired. If the PROVIDER does not determine that the CONSUMER can continue to ACCOMMODATE in the existing HOTEL ROOM after the extension of the ACCOMMODATION PERIOD, the CONSUMER is obliged to vacate (in accordance with point 10 of this article) the existing HOTEL ROOM no later than 11.00 a.m. on the last day of the originally agreed ACCOMMODATION PERIOD (also known as "check-out"); if the PROVIDER does not specify a later time for its release.

10. On the day agreed in the CONTRACT as the day of termination of the ACCOMMODATION within the agreed PERIOD OF ACCOMMODATION, the CONSUMER's right to accommodation in the HOTEL expires - in a specific HOTEL ROOM assigned by the PROVIDER for the purpose of ACCOMMODATION in the HOTEL; and the CONSUMER is obliged to vacate the HOTEL ROOM, which means: i) take out of such HOTEL ROOM all his/her belongings; ii) physically leave such HOTEL ROOM; and iii) hand over the card-key (or cards-keys) assigned to such HOTEL ROOM to the HOTEL reception staff; within the following deadlines: j) no later than 11:00 a.m.; if the CONSUMER's right to ACCOMMODATION in the

HOTEL expires upon the expiry of the PERIOD OF ACCOMMODATION agreed in the specific CONTRACT; jj) immediately after the termination of the right to ACCOMMODATION in the HOTEL, if the right to ACCOMMODATION in the HOTEL expires for another reason within the meaning of these OPs (especially according to Article VI., point 8.); after this time (after 11.00 a.m.), the PROVIDER has the right to charge the CONSUMER a contractual penalty for failure to vacate the HOTEL ROOM properly and on time, in the amount specified in the valid SERVICE PRICE LIST; this does not affect the PROVIDER's claim to full compensation.

11. If, upon termination of the right to ACCOMMODATION in the HOTEL, the CONSUMER does not return to the PROVIDER the card-key (or cards-keys) assigned to a specific HOTEL ROOM for any reason, the PROVIDER has the right to demand payment of the fee according to the valid PRICE LIST as compensation for damages.

12. Without the prior written consent of the PROVIDER—in this case, represented by the HOTEL director—the CONSUMER is not entitled to sublet (i.e. sublease) or put into other use the HOTEL ROOM, including its accessories, assigned by the PROVIDER for ACCOMMODATION purposes within the agreed PERIOD OF ACCOMMODATION .

13. Authorized representatives of the PROVIDER are authorized to enter the HOTEL ROOM, in connection with the fulfillment of their work tasks in the HOTEL (e.g. hotel maid, maintenance worker, senior manager of the CENTER, director of the HOTEL); and in their presence also possible external suppliers, providing services for the PROVIDER (mainly maintenance, repairs, revisions and servicing of equipment and technologies).

14. The CONSUMER is entitled to the first breakfast in the HOTEL only after the first night after the start of the agreed PERIOD OF ACCOMMODATION in the HOTEL; and for the last dinner at the HOTEL on the penultimate day of the ACCOMMODATION PERIOD; unless otherwise agreed in writing between the PROVIDER and the CONSUMER.

15. During the ACCOMMODATION PERIOD and after its end, before leaving the HOTEL ROOM, the CONSUMER is obliged to turn off the water taps in the HOTEL ROOM, turn off the light, turn off the air conditioning and all other electrical or other appliances (especially the television), close the doors and windows, and check, whether the entrance door to the HOTEL ROOM was correctly locked when leaving the HOTEL ROOM.

16. During ACCOMMODATION in the HOTEL, the CONSUMER may receive visitors only in the social and public areas of the HOTEL (restaurants, Lobby bar, entrance area of the HOTEL reception); receiving visitors in the HOTEL ROOM is only possible with the prior consent of the PROVIDER or an employee of the HOTEL's reception desk, after verifying the identity of the physical person making the visit. The visitor must leave the HOTEL ROOM no later than 10:00 p.m. on the day they arrived at the HOTEL; otherwise, the PROVIDER has the right to demand from the CONSUMER the payment of the price for ACCOMMODATION in the HOTEL ROOM, as well as the payment of the price of the SERVICES connected with the ACCOMMODATION also for the physical person who visited the CONSUMER in the HOTEL ROOM, according to the valid PRICE LIST OF SERVICES.

Article VIII.

ACTIONS and EVENT

1. Since the PROVIDER is not the organizer of any ACTION and EVENT, for all damages incurred in connection with the ACTION and EVENT:

a) in the HOTEL (including its accessories); or

b) in the HOTEL PREMISES (including its accessories); or

c) on the side of the PROVIDER; or

d) on the part of third parties; which were caused by the CUSTOMER, participants or visitors of the ACTION and EVENT, employees of the CUSTOMER or other suppliers - contractual partners, the CUSTOMER is solely responsible and liable.

2. The PROVIDER has the right to demand from the CUSTOMER proof of appropriate security against damage or injury to health or property on the part of the PROVIDER, as well as third parties (e.g. liability insurance, deposit, bank guarantee or other form of guarantee by a third party); even before the CONTRACT is concluded.

3. The CUSTOMER is not entitled, without the prior written consent of the PROVIDER, if they are agreed in the CONTRACT as a place for the EVENT, to rent out (i.e. sublease) or put to other use neither the premises in the HOTEL nor in the HOTEL PREMISES; the action of the CUSTOMER without the written consent of the PROVIDER is considered a material violation of these OP and the specific CONTRACT.

Intellectual property rights

4. The CLIENT is obliged to have properly settled all his legal or contractual obligations and obligations arising from the CLIENT's intellectual property rights, in particular copyright, rights related to copyright and industrial property rights, including towards holders of personality rights from intellectual property, as well as towards holders (or representatives of holders) of property rights (including collective administrators) from intellectual property; at their own expense and, if possible, even before the conclusion of a specific CONTRACT.

5. If, in connection with the EVENT (before, during or after its end), someone asserts any claim against the PROVIDER due to a violation of intellectual property rights or due to non-fulfillment of legal or contractual obligations and obligations associated with the use of the results of the creative mental activity of specific authors, the CUSTOMER undertakes to indemnify the PROVIDER - to compensate the PROVIDER for all costs and damages related to this.

6. The HOTEL and the HOTEL PREMISES cannot be used without the PROVIDER's prior written consent for the purpose of promoting any services or activities that are contrary to good morals or the law, either directly in the HOTEL premises or in the HOTEL PREMISES, or by intercepting the HOTEL premises or HOTEL PREMISES by broadcasting or retransmission or via the Internet (streaming - continuous transmission of audiovisual material between the source and the end user), including video or video-sound recording, and the CLIENT undertakes to comply with this prohibition and to ensure its compliance by the participant or visitors of the EVENT, his employees or its suppliers - contractual partners; the action of the CUSTOMER without the written consent of the PROVIDER is considered a material violation of these OP and the specific CONTRACT.

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

Decorative materials, exhibition and advertising items

8. Any installation of movable things in the HOTEL or in the HOTEL PREMISES is possible only with the prior written consent of the PROVIDER; the action of the CUSTOMER without the written consent of the PROVIDER is considered a material violation of these OP and the specific CONTRACT.

9. All decorative materials, exhibition items, advertising items or other movable things that belong to the CUSTOMER or a third person participating in the organization of the ACTION and EVENT, or a participant or visitor of the ACTION and EVENT—unless the PROVIDER has taken them into custody in writing—are brought by these persons to the HOTEL's premises and store them in the HOTEL's premises or in the HOTEL'S PREMISES exclusively at their own risk; The PROVIDER assumes no responsibility for their loss, destruction or damage.

10. All decorative materials, exhibition items, advertising items or other movable things that belong to the CUSTOMER or a third party participating in the organization of the ACTION and EVENT, or a participant or visitor of the ACTION and EVENT, must meet all legal requirements; especially hygienic, health, fire, safety and technical standards. The PROVIDER is entitled to demand relevant documents (confirmations, certificates, etc.) from the owner or holder of such items; otherwise, the PROVIDER has the right to refuse the presence of such items in the HOTEL or on the HOTEL PREMISES.

11. All decorative materials, exhibition items, advertising items or other movable things that belong to the CUSTOMER or a third party participating in the organization of the ACTION and EVENT must be in accordance with the Advertising Act and good morals; otherwise, the PROVIDER has the right to interrupt the PROMOTION and the EVENT, or even to cancel completely, without the CLIENT's right to compensation for damages or the return of compensation (including DEPOSIT) already paid for the PROMOTION and EVENT.

12. After the ACTION and EVENT have ended—unless otherwise agreed in the CONTRACT—all decorative materials, exhibition items, advertising items or other movable things belonging to the CUSTOMER or a third party involved in the organization of the ACTION and EVENT, or to the participant or visitors must be ACTIONS and EVENTS, removed from the HOTEL premises or from the HOTEL AREA without undue delay; otherwise, the PROVIDER has the right to remove these items from the HOTEL premises, at the CUSTOMER's expense; while the PROVIDER's claim to compensation for damage is not affected by this.

Technical equipment of the HOTEL

13. The PROVIDER provides non-residential premises with accessories for rent in the HOTEL for the purposes of ACTIONS and EVENTS, in accordance with the PROVIDER's current offer, published on the HOTEL's website:<https://www.damianjasna.sk/> or in the specific offer of the PROVIDER, sent to the CUSTOMER or according to the PRICE LIST OF SERVICES.

14. The technical equipment of individual non-residential spaces in the HOTEL, intended for ACTIONS and EVENTS, may currently differ from the offer.

Data and other restrictions

15. The CUSTOMER is obliged to consult with the PROVIDER in advance about the required type/type and transmission speed of the Internet connection (e.g. LAN/Wi-Fi), the required minimum data flow and data volume; number and type/type of electrical and LAN sockets, voltage in the electrical network (due to possible overload), etc.

16. Installation and use of electrical equipment owned by the CUSTOMER or a third party in the HOTEL or in the HOTEL PREMISES is possible only with the prior written consent of the PROVIDER; however, this does not absolve the CUSTOMER from responsibility for possible damage to property or injury to health on the part of the PROVIDER or third parties; the action of the CUSTOMER without the written consent of the PROVIDER is considered a material violation of these OP and the specific CONTRACT.

Food and drinks actually

17. It is possible to provide food and drinks provided by the CUSTOMER in the HOTEL premises and in the HOTEL PREMISES only with the prior written consent of the PROVIDER; the action of the CUSTOMER without the written consent of the PROVIDER is considered a material violation of these OP and the specific CONTRACT; the PROVIDER's consent is subject to payment ("corkage"); however, the PROVIDER assumes no responsibility for the quality and safety of the food or drinks served; and the CUSTOMER undertakes to indemnify the PROVIDER against all possible claims of third parties from this title.

18. The PROVIDER also does not assume any responsibility for the quality and safety of food or drinks taken out of the HOTEL premises during or after the end of the PROMOTION and EVENT, or taken out of the HOTEL premises for private consumption.

Waste disposal

19. The CUSTOMER is responsible for the collection, removal (removal and disposal) of waste, unused advertising and other similar movable items, as well as packaging materials, which in connection with the PROMOTION and EVENT remained in the HOTEL or on the HOTEL PREMISES after its end; in the case of the CUSTOMER, other obligations also apply to him, especially in accordance with § 81 par. 7 letters b) point 1 and § 83 par. 1 and par. 2 of Act no. 79/2015 Coll. on waste as amended.

Article IX.

GARAGES and PARKING

1. Access to the GARAGE by means of transport is permitted only through access roads designated for this purpose.
2. PARKING is intended in its entirety primarily for PARKING purposes for the following categories of motor vehicles: L, M, M1 and N1.
3. Parking of vehicles transporting dangerous substances is prohibited; this does not apply in the case of supplying a HOTEL.
4. GARAGES are monitored, not guarded or otherwise protected; The PROVIDER bears no responsibility for damage caused to vehicles parked in the GARAGE or HOTEL AREA, including movable items stored in these vehicles.
5. Standing and parking vehicles in the HOTEL PREMISES is allowed only in the GARAGE premises, exceptionally with the PROVIDER's consent before the reception, unless the CLIENT and the PROVIDER agree otherwise in writing; in case of special requirements for standing and parking vehicles in the HOTEL PREMISES by the CUSTOMER, if the CUSTOMER and the PROVIDER agree on this, special PARKING by the PROVIDER may be charged.
6. PARKING in the GARAGE is possible in a designated parking place, but always in accordance with traffic signs; with the exception of those parking spaces that are designated or marked by appropriate traffic signs as reserved parking or a place for ELECTRONIC CHARGING; for the CUSTOMER, it is a paid SERVICE.

7. At its discretion, the PROVIDER is entitled, at the cost and risk of the CUSTOMER, to tow the vehicle from the GARAGE or instruct it to be towed to the designated place if: k) there is a risk of immediate damage or injury to health at the stand; kk) due to the parking of the vehicle, proper operation is endangered; kkk) leakage of fuel, other operating fluids, vapors and vapors from the vehicle is imminent or has already occurred; and the CUSTOMER, despite the PROVIDER's request, does not ensure rectification without unnecessary delay.

8. The CUSTOMER does not have the right to leave the parking space or its part without the prior written consent of the PROVIDER for use or rent or other disposal to any third party.

9. At the request of the HOTEL reception worker, the CUSTOMER is obliged to provide this worker with information on whether he parks his motor vehicle in the GARAGE; and possibly also identification data about the motor vehicle.

E-CHARGING

10. Free E-CHARGING is self-service, it is allowed only for electric cars, and only in connection with ACCOMMODATION, at most until the end of the ACCOMMODATION PERIOD; charging of other electrical and electrically powered devices is possible only with the prior written consent of the PROVIDER; and may be charged.

11. The CUSTOMER is obliged to check the technical parameters of his vehicle and charging station in advance; in particular the type of electric current (AC or DC) from the charging station, the voltage and power of the charging station, the type/type of charging connector required. recepca@damianjasna.sk.

12. Considering the self-service use of E-CHARGING, the CUSTOMER is solely responsible for properly following the operating instructions of the charging station and the operating instructions of the vehicle (including its accessories; especially the battery and charging cables), and for correctly connecting the vehicle to the charging station.

13. The PROVIDER bears no responsibility for damage to the CUSTOMER's property (on the vehicle, including its accessories - especially the battery and charging cables or at the charging station) or to the CUSTOMER's health, caused by the CUSTOMER's own intentional or negligent actions (omission of action); in particular by neglecting or not following the PROVIDER's instructions or the charging station's operating instructions or the vehicle manufacturer's instructions or incorrect or unprofessional handling of the charging stand or charging cables.

Article X.

ADDITIONAL SERVICES

1. ADDITIONAL SERVICES are services that the PROVIDER provides to the CUSTOMER either for a fee according to the valid PRICE LIST of SERVICES or free of charge, with the content and to the extent specified in the specific offer (e.g. in the stay package) that the PROVIDER currently offers to the CUSTOMER, but always in depending on the current operating hours of individual CENTERS providing specific ADDITIONAL SERVICES in the HOTEL (current operating hours of individual CENTERS providing additional services are available at the HOTEL's reception, on the HOTEL's website and at each entrance to a specific CENTER).

2. The technical or visual parameters of individual CENTERS providing specific ADDITIONAL SERVICES in the HOTEL may currently differ from the offer published on the HOTEL's website.

3. ADDITIONAL SERVICES provided for ACCOMMODATION are: I) restaurant services in the HOTEL, including 4 (in other words, four) bowling alleys; II) parking in the GARAGE; III) wellness center services in the HOTEL: (i) entrances to the swimming pools in the HOTEL: indoor relaxation pool (154m², depth 1.25cm), children's pool (79m², depth 0.80cm) and sauna world; outdoor relaxation pool (67.68 m², depth 1.05 cm) and sauna world; (ii) entrances to the fitness center; (iii) massage services; (iv) manicure and pedicure; (v) cosmetics; m) Lobby bar services in the HOTEL, n) Secret/night bar services in the HOTEL,, 2 (two) pool tables and a game room (table football, darts, shuffleboard); · ski room in the HOTEL (only during its current operating hours); · Children's corner in the HOTEL (it is not a school or school facility in the sense of the School Act - Act No. 245/2008 Coll. as amended); · children's playground in the HOTEL AREA; · during their current operating hours - according to the set time schedule and according to their current free capacity · free WiFi internet connection in the HOTEL; · possibility of charging electric cars in the PARKING LOT.

4. ADDITIONAL SERVICES provided to the ACCOMMODATION are services dependent on the ACCOMMODATION and in accordance with § 52a par. 2 of the Civil Code as amended, these additional services also automatically cease in the event of the ACCOMMODATION being terminated; unless the PROVIDER and the CUSTOMER agree otherwise in writing.

5. ADDITIONAL SERVICES provided for PROMOTIONS and EVENT are services dependent on the PROMOTION and EVENT and in accordance with § 52a par. 2 of the Civil Code as amended, these additional services also automatically cease in the event of the termination of the ACTION and EVENT; unless the PROVIDER and the CUSTOMER agree otherwise in writing.

6. When using ADDITIONAL SERVICES, the CUSTOMER is obliged to always comply with the Operating Procedures of the specific CENTER providing a specific ADDITIONAL SERVICE, the instructions of the PROVIDER's staff and these OPs.

7. Children's corner "is neither a school nor a school facility in the sense of the School Act (Act No. 245/2008 Coll. as amended); The CLIENT is still responsible for the safety and health protection of CHILDREN during the CHILDREN's stay in these children's corners, while the CLIENT is obliged to comply with the Operating Regulations of each of these children's corners, the instructions of the PROVIDER's staff and these OPs; The PROVIDER assumes no responsibility for the safety and health protection of CHILDREN.

8. CHILDREN may visit the children's playground in the HOTEL AREA only when accompanied and under the constant supervision of an adult (at least 18 years of age); and the CLIENT visits this playground at his own risk - own risk and danger, while the CLIENT is obliged to comply with the Operating Rules of this playground, the instructions of the PROVIDER's staff and these OPs; The PROVIDER assumes no responsibility for the safety and health protection of CHILDREN.

Article XI.

Common provisions

1. Arrival by means of transport is permitted only through access roads designated for this purpose.

2. The PROVIDER and its employees do not provide information about the CUSTOMER to other persons; with the exception of if the CUSTOMER has given written consent to this, or if such an obligation to the PROVIDER results from the provisions of generally binding legal regulations.

A. Prevention of damage

3. THE CUSTOMER complies with § 415 et seq. According to the Civil Code in the effective version, he is obliged to always act in such a way that there is no damage to property or damage to life or health, and he is obliged to take steps to prevent damage in a manner appropriate to the circumstances and his abilities; The CLIENT is obliged to immediately inform the HOTEL reception staff of any threat of damage to the HOTEL's property and the property of the HOTEL AREA, as well as of any averting of such threat of damage.

4. In the HOTEL ROOM or in other areas of the HOTEL, the CLIENT may not use any brought by him:

a) electrical appliances or electrical equipment for the preparation or preparation of food and drinks (especially not a cooker, hot plate, cooking spiral, kettle);

b) electrical appliances or electrical equipment for adjusting or maintaining clothes (especially not an iron);

c) gas equipment or gas appliances;

d) any other appliances or equipment that could damage either the equipment or the furniture of the HOTEL ROOM or the HOTEL; this restriction does not apply to the use of electrical appliances installed in a specific HOTEL ROOM, portable electrical devices used for the personal hygiene of people (shaver, hair dryer, hair curler or styler, etc.) but not animals, and mobile phones, laptops, tablets, and their chargers, backup power sources of electricity - e.g. power bank.

B. Rules of behavior in the HOTEL and in the HOTEL PREMISES

B1. Use of SERVICES and night peace

5. In the event that the CONSUMER's behavior in the HOTEL will cause repeated complaints from other persons staying in the HOTEL, the PROVIDER has the right to temporarily expel the CONSUMER from the HOTEL's premises; and in extreme cases also cancel the CONSUMER'S ACCOMMODATION, or cancel a specific CONTRACT without any compensation.

6. Between 10:00 p.m. and 6:00 a.m., the CONSUMER is obliged to keep quiet at night and not to disturb any other persons staying in the HOTEL or using other SERVICES in the HOTEL, as well as the PROVIDER's staff. In case of disturbing the peace at night or in case of inappropriate behavior of the CONSUMER (especially disorder) in the HOTEL premises or in the HOTEL PREMISES or in the PARKING LOT, if the CONSUMER does not desist from his behavior despite a warning from the PROVIDER, the PROVIDER has the right—at the CONSUMER's expense (price for one hour of departure of the intervention unit of the private security service JÁGER - protection of persons and property, s.r.o. is the sum of EUR 50)—call the intervention unit of the private security service JÁGER - protection of persons and property, p. r. o., and write minutes about it.

B2. Waste

7. It is forbidden to store any waste in the HOTEL, in the HOTEL AREA and in the PARKING LOT - especially mixed, communal or biological, or their parts and components, with the exception of waste that is the result of the HOTEL's own operation, including ACCOMMODATION; violation of this prohibition is considered a material violation of these OPs and the specific CONTRACT.

8. The CONSUMER is obliged to put ordinary mixed (municipal) waste in the garbage cans located in the HOTEL ROOM, or in the HOTEL premises.

B3. Storage of things

9. It is forbidden to use or store flammable and explosive things and substances in the HOTEL, in the HOTEL AREA and in the PARKING LOT without the prior written consent of the PROVIDER; chemical, biological, petroleum and toxic substances; things and substances otherwise harmful or dangerous; things or substances or procedures or devices or technologies threatening or damaging life, health, property or the environment, or their parts and components; violation of this prohibition is considered a material violation of these OPs and the specific CONTRACT.

10. The CONSUMER may not bring into the HOTEL ROOM for the purpose of its storage any sports equipment and other items, for the safekeeping of which a special storage space is reserved in the HOTEL or in the HOTEL AREA.

11. The CONSUMER may not bring any sports equipment and other items for the purpose of storage, for the safekeeping of which a special storage space is reserved in the HOTEL or in the HOTEL AREA, or in the common areas of the HOTEL (especially the reception, corridors, elevators, social area); this does not apply if it passes through such common areas of the HOTEL (especially reception and corridors) for the purpose of storing them in a special storage area.

12. The CUSTOMER is obliged to store his ski equipment (especially skis, ski poles, snowboards) exclusively in electronically lockable lockers, intended for storing ski equipment, located in the HOTEL room, marked as "ski room", while he is obliged to respect its current operating hours ; The PROVIDER is solely responsible for damage to ski equipment (especially skis, ski poles, snowboards) stored in these lockers.

B4. Consumption of food and drinks

13. MEALS are provided only in the HOTEL's restaurants, in the Lobby bar and in the Relax bar, within the time frame determined by the Operating Regulations of each of the restaurants and each of the bars; outside the time reserved for serving food, food can be prepared for the CONSUMER at his request, depending on the current capabilities of the PROVIDER's staff, for a special fee beyond the scope of the CONTRACT, according to the current PRICE LIST OF SERVICES.

14. The CONSUMER is entitled to consume food (food and drinks) exclusively in the HOTEL's restaurants, in the Lobby bar and in the Relax bar. It is forbidden to take food and refreshments (especially food and drinks) or their inventory, including crockery (especially glasses, cups, plates, cutlery) from the HOTEL's restaurants, from the Lobby bar and from the Relax bar; violation of this prohibition is considered a material violation of these OPs and the specific CONTRACT.

15. If the CONSUMER is interested in consuming food (food and drinks) in the HOTEL ROOM, the delivery of food (food and drinks) to the HOTEL ROOM can be ordered by the CONSUMER at the HOTEL reception or in the restaurant, for a special fee in addition to the CONTRACT, according to the current PRICE LIST OF SERVICES.

16. THE PROVIDER does not assume any responsibility for the quality and safety of food or drinks taken out of the HOTEL premises for private consumption.

17. In the event of a request from the CUSTOMER to prepare a special diet—e.g. due to food intolerance—the PROVIDER has the right to charge a special fee - a surcharge, and the preparation of such a special diet will take place only after the written consent of the CUSTOMER with a special fee - a surcharge.

B5. No smoking; regulation of narcotic and psychotropic substances, poisons and precursors, weapons and ammunition

18. With the exception of designated and properly marked places, it is forbidden to smoke tobacco or other similar products (e.g. any form of electronic cigarette) in the HOTEL, in the HOTEL AREA and in the PARKING LOT; violation of this prohibition is considered a substantial violation of these OP and the specific CONTRACT.

19. In the HOTEL or in the HOTEL AREA or in the PARKING LOT, it is forbidden to consume/use, sell or mediate any prohibited narcotic and psychotropic substances, poisons and precursors, including any permitted hallucinogens and narcotic plants; violation of this prohibition is considered a material violation of these OPs and the specific CONTRACT.

20. Without the prior written consent of the PROVIDER, it is prohibited to keep or sell or broker or store any weapons or their parts and components, explosives, ammunition or ammunition in the HOTEL, in the HOTEL AREA and in the PARKING LOT; violation of this prohibition is considered a material violation of these OPs and the specific CONTRACT.

21. Ball games and other sports games and activities can only be played and developed by the CONSUMER in reserved areas of the HOTEL or in places in the HOTEL PREMISES designated for this purpose, and all this in such a way as not to disturb the peace and quiet or endanger the life and health of other persons those staying in the HOTEL or using other SERVICES in the HOTEL or the staff of the PROVIDER.

22. It is forbidden to "mine" digital cryptocurrencies (e.g. BITCOIN) in the HOTEL; violation of this prohibition is considered a material violation of these OPs and the specific CONTRACT.

23. It is prohibited to operate any gambling games in the HOTEL (in accordance with Act No. 30/2019 as amended), including online gambling (casinos, slot machines, quiz machines, etc.); violation of this prohibition is considered a material violation of these OPs and the specific CONTRACT. C. Companion animals

24. For the purposes of these OPs, companion animals mean animals as defined in § 2 letter a) Decree of the Ministry of Agriculture of the Slovak Republic No. 123/2008 Coll.

25. Entry to the HOTEL with pets is possible only with the prior written consent of the PROVIDER, with a maximum of two pets in one HOTEL ROOM; whereas each such pet must have a valid pet passport (vaccination certificate) or a valid veterinary certificate for dogs, cats and ferrets entering the European Union for non-commercial purposes.

26. Entry into the HOTEL with wild animals or animals usually raised or kept for farming purposes or with dangerous animals/animals is not allowed; violation of this prohibition is considered a material violation of these OPs and the specific CONTRACT.

27. The price for the stay or accommodation of the animal in the HOTEL is charged according to the valid PRICE LIST OF SERVICES.

28. In the event that the CUSTOMER conceals from the PROVIDER - does not report at the HOTEL reception that he has placed any animal in the HOTEL, he undertakes to pay the PROVIDER a contractual fine of EUR 200 (two hundred euros) for each hidden animal for each night that such animal spent in hotel.

29. The following conditions apply to the stay or accommodation of pets in the HOTEL:

a) a companion animal can only be accommodated in the HOTEL if its body surface is free of dirt (e.g. mud, wet fur), does not have aggressive or otherwise annoying (especially sound) behavior, or an

annoying appearance or smell; in the event that the stay of a companion animal in the HOTEL will cause repeated complaints by other persons staying in the HOTEL or using the SERVICES in the HOTEL, the PROVIDER has the right to expel the companion animal from the HOTEL's premises; and, in the last resort, cancel the CUSTOMER'S ACCOMMODATION without any compensation;

b) in the HOTEL, the companion animal may stay permanently only in the HOTEL ROOM; in the other areas of the HOTEL, the companion animal may stay only in the presence of its owner/keeper—always, however, an adult (at least 18 years of age)—for the time necessary to move to the HOTEL ROOM or from the HOTEL ROOM outside the HOTEL premises;

c) in all public areas of the HOTEL—especially corridors, staircases and elevators—every dog must be on a lead and must be muzzled; cats and other companion animals must always be transported in the HOTEL premises only by their owner/keeper; however, it must always be an adult (at least 18 years of age);

d) companion animals may not be allowed to rest – lie on the bed or other equipment/inventory of the HOTEL ROOM or equipment/inventory of the HOTEL, with the exception of the floor (carpet and tiles); e) no equipment/inventory of the HOTEL ROOM or equipment/inventory of the HOTEL may be used to feed companion animals; The CUSTOMER is obliged to have his own feeders and waterers, his own bed/carpet; violation of these conditions of stay or accommodation of companion animals in the HOTEL is considered a material violation of these OP and specific CONTRACT.

30. Without the prior written consent of the PROVIDER, it is forbidden to temporarily breed or care for yourself or a third person in the HOTEL AREA or in the PARKING LOT: · companion animals; · wild animals; · animals usually bred or kept for farming purposes; · dangerous animals/animals; violation of this prohibition is considered a material violation of these OPs and the specific CONTRACT.

31. The free movement of pets in the HOTEL, in the HOTEL AREA or in the PARKING LOT is not allowed.

32. THE PROVIDER does not provide and there is no area reserved for walking pets in the HOTEL PREMISES; exclusively the CUSTOMER is responsible for the disposal of waste (including biological - especially animal excrement) related to the breeding and keeping of companion animals in the HOTEL or related to the breeding and keeping of animals/animals in the HOTEL AREA or in the PARKING LOT.

33. The owner/keeper of a specific animal/animal is fully responsible for any damage caused by an animal/animal either in the HOTEL or in the HOTEL AREA or in the PARKING LOT.

D. Restriction of Entry and Movement; limitation of the provision of HOTEL SERVICES

D1. Restriction of entry and movement

34. THE CLIENT may not enter those areas of the HOTEL or those parts of the HOTEL PREMISES that are marked with no entry, or are marked as areas intended exclusively for HOTEL employees/personnel or that serve to ensure the operation and maintenance of the HOTEL or its individual CENTERS. D2. Limitation on provision of SERVICES

35. The PROVIDER has the right, for operational or capacity reasons, to limit the content or scope of activities of individual CENTERS - facilities intended for the provision of ADDITIONAL SERVICES even during their operating hours; and without compensation.

36. The PROVIDER has the right, for operational or capacity reasons, to limit the CONSUMER's access to CENTERS - facilities intended for the provision of ADDITIONAL SERVICES even during their

operating hours, by limiting the CONSUMER's stay in such CENTERS to no more than 1 (one) hour of the CONSUMER's stay; and without compensation.

37. The PROVIDER has the right, for operational or capacity reasons, to limit the CONSUMER's access to CENTERS - facilities intended for the provision of ADDITIONAL SERVICES even during their operating hours, by limiting the number of persons present in a specific time period—usually during a period of 1 (one) hour—in such CENTERS - facilities; and without compensation.

38. The PROVIDER has the right to restrict the CONSUMER's entry to the HOTEL's restaurant if the CONSUMER is not dressed appropriately—in accordance with the dress code, intended for a specific HOTEL's restaurant and a specific part of the day—socially dressed; and without compensation.

39. In case of suspicion by the PROVIDER's staff that the CONSUMER is under the influence of alcohol or other narcotic or psychotropic substances, the PROVIDER's staff has the right to refuse to admit the CONSUMER to the HOTEL's restaurants or Lobby bar or Relax bar and not to provide the CONSUMER with the ordered SERVICES; and without compensation.

40. The CONSUMER is strictly prohibited from using the services of the wellness center (especially pools, saunas, massages) in the HOTEL under the influence of alcohol or other narcotic or psychotropic substances; in case of doubts about the sobriety of the CONSUMER, the staff of the PROVIDER or the operator of a specific SERVICE in the HOTEL have the right to refuse the CONSUMER entry to the wellness center; and without compensation.

41. A CONSUMER who suffers from diseases (especially cardiovascular) or health disorders, or has any other obvious health problems or illnesses, and staying in the pool or sauna in particular may worsen the health condition or endanger the life or health of this CONSUMER or other persons present in the pool or sauna at the given time, may only use the services of the wellness center in the HOTEL at his own risk and responsibility, while he is obliged to observe and follow the operating rules of the wellness center in the HOTEL; in case of doubts about the health condition of the CONSUMER, the staff of the PROVIDER or the operator of a specific SERVICE in the HOTEL has the right to refuse the CONSUMER entry to the wellness center; and without compensation.

42. A CONSUMER who suffers from diseases or health disorders, or has any other health problems that require a special procedure and approach on the part of the PROVIDER when providing SERVICES (including the purchase or processing of raw materials), failure to comply with which may cause a deterioration in the health condition of the CONSUMER (e.g. various substance intolerances), the PROVIDER is obliged to do so in advance in writing notify already when concluding the CONTRACT; in case of doubts about the health condition of the CONSUMER, the staff of the PROVIDER or the operator of a specific SERVICE in the HOTEL has the right to refuse to provide the ordered SERVICES to the CONSUMER; and without compensation.

43. The PROVIDER is entitled to deny the sale or serving of alcoholic beverages and tobacco products to persons under 18 (minimum eighteen) years of age, as well as to persons clearly under the influence of alcohol or other narcotic or psychotropic substances.

D3. Movement of CHILDREN in the HOTEL premises and around the HOTEL AREA

44. CHILDREN under the age of six (6) may move around the HOTEL premises or the HOTEL AREA only when accompanied by an adult (at least 18 years of age) and may not be left in the HOTEL premises, including the HOTEL ROOM and its balconies/terraces, or in the HOTEL AREA without the supervision of an adult (at least 18 years of age).

Article XII.

Liability on the part of the PROVIDER as a seller for defects in the paid SERVICE or the sold product

1. The PROVIDER is only responsible for defects of the paid SERVICE; or the product sold.
2. The valid complaint procedure of the HOTEL is available on request at the HOTEL's reception desk and is also published on the HOTEL's website: <https://www.damianjasna.sk/>.

Article XIII.

Liability for damage caused by the PROVIDER

1. The PROVIDER is not responsible for damage to the CUSTOMER's property or health caused by the CUSTOMER through his own intentional or negligent actions (omission of action).
2. The PROVIDER is responsible for damage to things brought into the HOTEL premises or left in the HOTEL premises according to the specific CONTRACT, these OPs and the provisions of § 433 et seq. of the Civil Code as amended. The CUSTOMER has a limited right to compensation for damage to imported or deposited jewels/jewellery, money and other valuables—if they were not handed over for safekeeping against confirmation—up to the amount determined by the relevant legislation of the Slovak Republic (currently in accordance with § 1c of Regulation of the Government of the Slovak Republic no. 87/1995 Coll.; up to the maximum amount: EUR 332).
3. Free provision of a free space for depositing a specific movable item in the PARKING LOT or in the HOTEL PREMISES does not create a custody agreement between the PROVIDER and the CUSTOMER (Section 747 et seq. of the Civil Code as amended); and no other similar contract.
4. The CUSTOMER must exercise his right to compensation for damage to brought and delayed items at the HOTEL reception or at the PROVIDER without unnecessary delay; this right of the CUSTOMER shall expire if it is not exercised no later than the 15th (fifteenth) day after the day when the CUSTOMER, as the injured party, became aware of the damage (Section 436 et seq. of the Civil Code as amended).

Article XIV.

Special provisions for DISTANCE CONTRACTS with the CONSUMER

1. If a specific CONTRACT is concluded by the CONSUMER with the PROVIDER as a remunerative DISTANCE CONTRACT, the following applies:
 - a) The CONSUMER is entitled to withdraw from a specific remunerative DISTANCE CONTRACT—with the exception of ACCOMMODATION—without giving a reason, in writing (including e-mail), within 14 calendar days from the date of concluding a specific remunerative DISTANCE CONTRACT; the withdrawal period from a specific fee-based DISTANCE CONTRACT is preserved if the CONSUMER sends a notice of withdrawal from a specific fee-based DISTANCE CONTRACT before the expiration of the period for withdrawal from a specific fee-based DISTANCE CONTRACT;
 - b) The consumer can also use the withdrawal form in Appendix no. 1 to these OPs;
 - c) The PROVIDER is obliged without undue delay, no later than within 14 (fourteen) calendar days from the delivery of the notification by the PROVIDER about withdrawing from a specific remunerative DISTANCE CONTRACT, to return to the CONSUMER all payments received from him on the basis of a specific remunerative DISTANCE CONTRACT or in connection with it; however, this does not affect the provisions of Article VI, point 3 of these OPs (cancellation conditions).

2. If, on the basis of a specific remunerative DISTANCE CONTRACT, the provision of a specific SERVICE is to begin before the expiry of the period for withdrawing from a specific remunerative DISTANCE CONTRACT or if the CONSUMER requests the provision of a specific SERVICE before the expiry of the period for withdrawal from a specific remunerative DISTANCE CONTRACT, THE PROVIDER hereby:

a) informs the CONSUMER that by granting consent to start providing a specific fee-based SERVICE before the expiry of the period for withdrawing from a specific fee-based DISTANCE CONTRACT, the CONSUMER loses the right to withdraw from a specific fee-based DISTANCE CONTRACT after full provision of a specific fee-based SERVICE;

b) With such a request, the CONSUMER also expresses express consent to the start of the provision of a specific fee-based SERVICE before the expiration of the withdrawal period from a specific fee-based DISTANCE CONTRACT; and the CONSUMER, with such a request, also confirms that he has been properly informed according to letter a) of this article of these OPs.

3. The CONSUMER acknowledges that he loses the right to withdraw from a specific fee-based DISTANCE CONTRACT after full provision of a specific fee-based SERVICE and is obligated to pay compensation - the price for the actual performance provided - for a specific fee-based SERVICE, namely:

a) at the moment of concluding a specific remunerative DISTANCE CONTRACT with the PROVIDER, in which the CONSUMER requested the PROVIDER to provide a specific remunerative SERVICE, if the CONSUMER concludes this remunerative DISTANCE CONTRACT within the period of 14 (fourteen) calendar days to withdraw from this remunerative CLOSED CONTRACT NA DISTANCE;

b) at the moment of complete provision of a particular fee-based SERVICE by the PROVIDER, if the provision of a specific fee-based SERVICE began with the express consent of the CONSUMER and the CONSUMER declared that he was properly informed that by expressing this consent, he loses the right to withdraw from a specific fee-based CONTRACT CONCLUDED AT A DISTANCE with PROVIDER.

Article XV.

Communication and delivery

1. For general communication with the HOTEL, the PROVIDER determines the following e-mail:info@damianjasna.sk.

2. For communication regarding ACTIONS and EVENTS, the PROVIDER designates the following e-mail:sales@damianjasna.sk.

3. For communication regarding the ACCOMMODATION, the PROVIDER designates the following e-mail:reservations@damianjasna.sk; reception@damianjasna.sk

4. The PROVIDER and the CUSTOMER agree to deliver the documents via post, courier service to the address of the registered office registered in the relevant register (commercial, trade or other similar public register) or residence; or in electronic form to agreed email addresses. The document can also be delivered by handing it over personally to a person authorized to receive documents on behalf of the addressee, while such delivery must be confirmed in writing by the person who received the document, together with a legible indication of the name, date and signature of this person. A delivered document is considered delivered:

a) on the day of acceptance of the shipment by the Contracting Party, which is the addressee;

b) on the day when the addressee refuses to accept the shipment; c) but no later than on the third working day after: * verifiably sending the document by registered mail to the address of the addressee's seat or residence; * verifiably sending the document in electronic form to the agreed e-mail address of the addressee, while for the purpose of proving that the document was sent in electronic form, only an electronic confirmation automatically generated by the addressee's e-mail program, confirming the delivery of the e-mail to the e-mail address, is considered as proof of sending addressee, or the addressee's written confirmation of delivery of the document, delivered to the e-mail address of the sender of the document.

Article XVI.

Dispute resolution

A. CONSUMER

1. When resolving disputes from a specific CONTRACT or from these OPs, the CONSUMER is entitled to turn to the subject of alternative dispute resolution (ARS), which, for legal relations concluded in terms of these OPs, is the Slovak Trade Inspection with its seat at ul. Bajkalská 21/A, 827 99 Bratislava 27, e-mail: ars@soi.sk.

2. The CONSUMER is entitled to resolve disputes from a specific CONTRACT or from these OPs also through the alternative dispute resolution system; the link to the alternative dispute resolution platform is http://ec.europa.eu/consumers/odr/index_en.htm.

B. CUSTOMER

3. The PROVIDER and the CUSTOMER agree that all disputes arising from a specific CONTRACT or from these OPs, or disputes related to them (including disputes about non-contractual claims), will be decided in arbitration according to the Rules of Procedure of the Arbitration Court of the Slovak Bar Association; namely one arbitrator, whose appointment is entrusted to the Presidency of the Arbitration Court of the Slovak Bar Association. The place of arbitration is Bratislava, Slovak Republic; the language of arbitration is Slovak. This Arbitration Clause is governed by the law of the Slovak Republic.

Article XVII.

Final provisions

1. The CUSTOMER is obliged to comply with the provisions of these OPs; otherwise, the PROVIDER has the right to withdraw from the specific CONTRACT and has the right to full payment of compensation - prices for specific SERVICES, agreed in the specific CONTRACT.

2. Amendments to a specific CONTRACT and these OPs require a written form to be valid.

3. Mutual legal relations not expressly regulated by a specific CONTRACT or these OPs, or arising in connection with a specific CONTRACT or specific SERVICES, are governed exclusively by the legal order of the Slovak Republic:

a) in relation to the CONSUMER by the regulations of civil law, in particular the Civil Code as amended;

b) in relation to the CUSTOMER by commercial law regulations, in particular the Commercial Code as amended; and other generally binding legal regulations; however, the UN Convention on Contracts

for the International Sale of Goods (Vienna, 1980) and national conflict of law standards shall not apply to the legal relationship established by a specific CONTRACT or these OPs.

4. In the event of a difference between the provisions of a specific CONTRACT or these OPs and the dispositive provisions of generally binding legal regulations, the provisions of the CONTRACT and then the provisions of these OPs take precedence.

5. The specific CONTRACT, these OPs and the legal order of the Slovak Republic, in this order, always take precedence over any business terms and conditions of the CUSTOMER or other (business) terms and conditions of the CUSTOMER; and only on the condition that the PROVIDER has expressed explicit consent to such terms and conditions of the CUSTOMER.

6. These OPs are drawn up and published in Slovak and English; in case of differences in these language versions, the Slovak language version always takes precedence.

7. Should the individual provisions of a specific CONTRACT or individual provisions of these OPs be or become invalid or ineffective, this does not affect the validity or effectiveness of the other provisions of the specific CONTRACT and these OPs.

8. These OPs enter into force on 29.11.2023.

Attachments:

Annex no. 1:

MODEL FORM FOR WITHDRAWAL FROM THE CONTRACT pursuant to Act no. 102/2014 Coll. in the effective wording