

GENERAL TERMS AND CONDITIONS OF THE GOPASS PROGRAMME

1 PREAMBLE

- 1.1 The General Terms and Conditions of the Gopass programme are defined by the **GOPASS SE** company with the registered office at Komořanská 326/63, Modřany, 143 00 Prague 4, Company reg. number: 171 07 148, registered in the Commercial Register of Municipal Court Prague, Section: H, Insertion No.: 2546 (hereinafter referred to as "**GOPASSSE**") in accordance with regulations and laws that are in force in the Czech Republic.
- 1.2 The General Terms and Conditions of the Gopass programme (hereinafter referred to as "**GTC**") specify legal rights between Gopass programme members and GOPASS SE within the Gopass programme related mainly to the terms of using Gopass cards, the terms of collecting loyalty points and their redeeming for various benefits that are available in selling system of the Gopass programme on www.gopass.travel (hereinafter referred to as "**Gopass system**"), in facilities and establishments operated by Business partners, as well as the terms of every distance contract concluded between GOPASS SE, i.e. the seller and the respective Gopass programme member, i.e. the buyer on www.gopass.travel when buying financial credit.
- 1.3 The General Terms and Conditions of the Gopass programme specify legal relations between individual Gopass programme members, i.e. buyers and Business partners, i.e. sellers on behalf of whom and whose accounts to services and products of Business partners are sold based on specific contractual relationships by using the Gopass system on www.gopass.travel and all other related activities are arranged by GOPASSSE.
- 1.4 Acceptance points where programme members can use discounts, benefits and services based on their Gopass programme membership, and collect loyalty points are marked with the Gopass symbol.
- 1.5 The updated list of discounts, benefits and services including the terms and conditions related to them is included in current price lists of products and services in marked facilities operated by Business partners and published in the Gopass system on www.gopass.travel.
- 1.6 As far as these GTC are concerned, a **Business partner** is any legal entity on behalf of whom and whose account to services and products are sold based on specific contractual relationships and all related activities are arranged by GOPASS SE (hereinafter referred to as "**Business partner(s)**"). The updated list of Business partners is published on www.gopass.travel. Contracts concluded between GOPASS SE and Business partners are not available to other Gopass programme members and/or the public. All contract details are confidential.
- 1.7 As far as these GTC are concerned, **Services** are cableway products and services in resorts, products and services in water parks and amusement parks, golf products and services, ski school and ski rental products and services, event and adventure products and services, other leisure time products and services, products and goods in gastronomy facilities and other products sold and provided by Business partners through the Gopass system or at Gopass acceptance points including selected gastronomy facilities, and the Gopass card (hereinafter referred to as "**Service(s)**").

2 GOPASS PROGRAMME MEMBERSHIP AND GOPASS PROGRAMME MEMBERS

- 2.1 Only natural persons who meet the terms and conditions of the programme membership specified below may register as Gopass programme members. Gopass membership is not available to legal entities (e.g. trading companies) or entrepreneurs who perform their business activities based on a special legal regulation (e.g. Act No. 455/1991 Coll. on Trade Licencing (Trade Licencing Act) as subsequently amended.
- 2.2 To apply for a **partial Gopass membership**, every applicant must:
 - 2.2.1 register on www.gopass.travel;

- 2.2.2 fill in and sign a Gopass registration form:
 - 2.2.2.1 in an accommodation establishment operated by a Business partner;
 - 2.2.2.2 in an accommodation establishment that has entered a contractual relationship with GOPASS SE or with selected contractual travel agencies/tour operators;
 - 2.2.3 register via automated sales points (Gopass Tickets) in individual resorts operated by Business partners
- 2.3 To apply for a **regular Gopass membership**, every applicant must register on: www.gopass.travel, agree to the General Terms and Conditions and to the processing of their personal data entered in the registration form for the purpose of Gopass membership administration.
- 2.4 For the purpose of the Gopass programme, **Gopass programme members** are specified as follows:
- 2.4.1 **Main user** – each natural person older than 15 years who is a regular/partial member of the Gopass programme and has a “main account” in the Gopass programme;
 - 2.4.2 **Subordinate user** – each natural person who is a regular/partial member of the Gopass programme, has registered for the Gopass programme personally or has been registered by a Main user and has a “subordinate account” in the Gopass programme.
(The main user(s) and subordinate user(s) collectively hereinafter referred to as “**Gopass programme member(s)**”).

3 GOPASS CARD

- 3.1. Every Gopass member with a partial membership in Slovakia, the Czech Republic and Poland or with a regular membership on www.gopass.travel receives a digital Gopass card in the form that they choose on www.gopass.travel (e.g. by email, downloadable on Apple Wallet). Once they download their Gopass card to their mobile phone, every Gopass programme member can collect loyalty points and redeem loyalty points in facilities and establishments of the Business partners. Digital Gopass cards cannot be used to buy travel tickets and ski passes to cableways operated by the Business partners except cableway tickets in the resorts: Jasná Nízke Tatry (SK), Vysoké Tatry (SK) and Szczyrk (PL).
- 3.2. Contactless Gopass key cards can be purchased by Gopass programme members through the Gopass system on www.gopass.travel or in client centres in individual resorts of the Business partners.
- 3.3. Contactless Gopass key cards are sold by the Business partners in the following versions:
- 3.3.1 **Gopass 021 card** – when cableway services in ski resorts in Slovakia are purchased for the first time, the purchase price is = EUR 2 incl. VAT/Gopass card;
 - 3.3.2 **Gopass 022 card** – when cableway services in ski resorts in the Czech Republic are purchased for the first time, the purchase price is = CZK 50 incl. VAT/Gopass card;
 - 3.3.3 **Gopass 023 card** – when cableway services in ski resorts in Poland are purchased for the first time, the purchase price is = PLN 10 incl. VAT/Gopass card;
 - 3.3.4 **Gopass 025 card** – when cableway services in ski resorts in Austria are purchased for the first time, the purchase price is = EUR 2 incl. VAT/Gopass card;
- (digital Gopass card(s) or Gopass card(s) based on items 3.3.1 to 3.3.4 hereinafter referred to collectively as “**Gopass card(s)**”).
- 3.4. Every Gopass programme member who buys ski resort cableway services through the Gopass system on www.gopass.travel for the first time and has not purchased a Gopass card based on item 3.3 GTC before is obliged to buy a contactless Gopass key card with a bar code and a unique Gopass card number through the Gopass system. This doesn't apply if purchasing cableway services in the resorts: Jasná Nízke Tatry (SK), Vysoké Tatry (SK) and Szczyrk (PL) for the first time.
- 3.5. Every Gopass card purchased based on item 3.4 GTC is delivered for the respective Gopass programme member by the Business partner to the client centre in the ski resort of the Business partner to which the Gopass programme member has purchased the first cableway service.
- 3.6. Every Gopass card can be topped up with travel tickets/ski passes that are valid in all ski resorts operated by the Business partners. Every digital Gopass card can be topped up only with cableway tickets valid in the resorts: Jasná Nízke Tatry (SK), Vysoké Tatry (SK) and Szczyrk (PL).

- 3.7. Every Gopass programme member who paid a EUR 2 deposit for their Gopass key card before 30/11/2017 pursuant to item 3.3.1 GTC can ask GOPASS SE to have it returned by filling an official request for deposit refund and returning their Gopass key card to any client centre in any ski resort operated by Tatry mountain resorts, a.s. or by sending their Gopass key card to the official address of GOPASS SE: Bernolákova 14, Liptovský Mikuláš 031 05, Slovak Republic. In such case, the EUR 2 deposit shall be paid back to the respective programme member. Once the deposit is returned pursuant to this GTC item, all loyalty points collected in the Main account of the respective user before the Gopass card return shall be cancelled.
- 3.8. Every Gopass programme member who paid a CZK 50 deposit for their Gopass key card before 18/11/2018 pursuant to item 3.3.2 of these GTC can ask the Business partner – MELIDA, a.s. to have it paid back by filling an official request for deposit refund and returning their Gopass key card in any client centre in any ski resort operated by the Business partner – MELIDA, a.s. or by sending their Gopass key card to the official address of the Business partner – MELIDA, a.s.: Špindlerův Mlýn 238, 543 51 Špindlerův Mlýn, Czech Republic. In such case, the CZK 50 deposit shall be paid back to the respective programme member. Once the deposit is returned pursuant to this GTC item, all loyalty points collected in the Main account of the respective user before the Gopass card return shall be cancelled.
- 3.9. Every Gopass programme member who paid a PLN 10 deposit for their Gopass key card before 30/11/2019 pursuant to item 3.3.3 of these GTC can ask the Business partner – SZCZYRKOWSKI OŚRODEK NARCIARSKI S.A to have it paid back by filling an official request for deposit refund and by returning their Gopass key card in any client centre in any ski resort operated by the Business partner – SZCZYRKOWSKI OŚRODEK NARCIARSKI S.A or by sending their Gopass key card to the official address of the Business partner – SZCZYRKOWSKI OŚRODEK NARCIARSKI S.A: Narciarska 10, 43-370 Szczyrk, Poland. In such case, the PLN 10 shall be paid back to the respective programme member. Once the deposit is returned pursuant to this GTC item, all loyalty points collected in the Main account of the respective user before the Gopass card return shall be cancelled.
- 3.10. Every Gopass programme member is obliged to use their Gopass card pursuant to these GTC.
- 3.11. The validity of every Gopass card expires on the day the respective membership of the Gopass programme expires. Once the membership of a Gopass programme member who paid a EUR 2 deposit for their key card before 30/11/2017 expires, they shall have the deposit paid back if they return their card in any client centre in ski resorts operated by the Business partner – Tatry mountain resorts, a.s. Once the membership of a Gopass programme member who paid a CZK 50 fee for their key card before 18/11/2018 expires, they shall have the fee paid back if they return their card in any client centre in the Špindlerův Mlýn ski resort, in the Czech Republic. Once the membership of a Gopass programme member who paid a PLN 10 deposit for their key card before 30/11/2019 expires, they shall have the deposit paid back if they return their card in any client centre in the SZCZYRKOWSKI OŚRODEK NARCIARSKI ski resort, in Poland.
- 3.12. Once a Gopass programme membership expires, the respective member of the Gopass programme is responsible for any damage caused by unauthorised use of their Gopass card and undertakes to pay for it to GOPASS SE and the Business partners in its entirety.
- 3.13. Every Gopass card is non-transferable and valid only if used along with the valid ID of the respective Gopass programme member, i.e. holder. Every Gopass card can be used only by the programme member whose name is written on it. Each programme member undertakes to cooperate with the Business partners in case of any inspection and to show their identification document (ID, passport) to the respective employee of the Business partner, to have their identity verified. Children younger than 15 years can prove their identity with health insurance cards or other relevant documents.
- 3.14. Valid Gopass cards are accepted at selected Gopass card acceptance points of the Business partners if they are shown to the facility staff.
- 3.15. Gopass programme members who do not have their valid Gopass cards with them cannot use discounts, benefits, services and/or collect loyalty points, not even afterwards.
- 3.16. Authorised members of the Business partners are entitled to revoke any Gopass card that is not used by its authorised holder, i.e. the member of the Gopass programme that the card has been issued for. GOPASS SE reserves the right to decide on further steps to be taken in such case.

4 GOPASS ACCOUNT

- 4.1. Every individually registered member of the Gopass programme – Main user pursuant to item 2.4.1 of these GTC has a personal Gopass account in the Gopass programme (hereinafter referred to as **“Main Gopass account”**).

- 4.2. Every Gopass programme member who has been registered by a Main user or has registered individually, i.e. every Subordinate user in accordance with item 2.4.2 of these GTC has a personal Gopass account in the Gopass programme and subordinated to the Main account of the Main user (hereinafter referred to as “**Subordinate Gopass account**”).
- 4.3. Every Main user is entitled to add a maximum of 10 (ten) subordinate Gopass accounts to their Main account.
- 4.4. Every Main user is entitled to decide about removing any Subordinate user from their Main account at their own discretion, i.e. by separating the Subordinate account and entering the email address of the Subordinate user. If the respective Subordinate user completes their registration for the Gopass programme, their Subordinate account under the Main user is cancelled. All products that the Subordinate user has purchased for their Subordinate account remain in the account, but the collected loyalty points remain in the Main account of the Main user. If the respective Subordinate user does not complete their registration for the Gopass programme based on the account separation, the Subordinate account under the Main user remains active.
- 4.5. Any Subordinate user can ask GOPASS SE to have their Subordinate account removed from the Main account by writing an official request and sending it via email to: info@gopass.sk, info@gopass.at, info@gopass.cz, info@gopass.pl. All products purchased by such Subordinate user in their Subordinate account will remain in their account, but collected loyalty points will remain in the Main account of the Main user.
- 4.6. Every Gopass programme member – Main user has access to their Main account through on www.gopass.travel once they enter their login email address and password.
- 4.7. Every login email address and password can be chosen by the respective Main user and is valid during their Gopass membership period.
- 4.8. Every Main user is entitled to change the password of their Main account by themselves. The login email address of their Main account, the phone number and the address of the Main user or any other piece of data, as well as the phone number and the address of any Subordinate user which have been entered when registering for the Gopass programme can be changed only if the respective Main user sends an official request via email to: info@gopass.sk, info@gopass.at, info@gopass.cz, info@gopass.pl. The request must contain the original login email address and/or the Gopass card number.
- 4.9. Every Main user can manage their Gopass points, collected Gopass vouchers and cards purchased for their account in the Gopass programme in their Main Gopass account.
- 4.10. All point transactions for Services purchased in facilities operated by the Business partners that have been made by the respective Gopass programme member (Main user, Subordinate user) based on their Gopass card are recorded and points can be collected/redeemed automatically only to/from the Main account of the Main user.
- 4.11. GOPASS SE is not responsible and liable for any damage that might result from accessing any Main account via the website: www.gopass.travel. Every Main user is obliged to keep their Main account login data secret and to protect it from any misuse. GOPASS SE is not responsible and liable for any damage that might result from falsifying login data or incorrectly entered data when creating, changing or cancelling a Gopass programme membership.

5 LOYALTY POINTS IN THE GOPASS PROGRAMME

- 5.1. Every Gopass programme member (Main user/Subordinate user) is entitled to collect Gopass loyalty points to their Main account for purchasing Services at Gopass acceptance points and to redeem the points in the Main account for discounts and benefits when purchasing Services.

- 5.2. Every Subordinate member can collect/use only Gopass loyalty points from the Main account of the respective Main user and redeem them for discounts and benefits when purchasing Services at Gopass acceptance points.
- 5.3. Every Main user is entitled to collect loyalty points for purchasing Services in the Gopass system and redeem them for discounts and benefits when purchasing Services in the Gopass system. Subordinate users are not entitled to buy Services in the Gopass system.
- 5.4. GOPASS SE reserves the right **not to add** loyalty points to members of the Gopass programme (Main users/Subordinate users) for purchasing accommodation services at accommodation establishments operated by the Business partners arranged via third parties (e.g. Booking.com, Expedia.com, etc.). This means that Gopass programme members can collect loyalty points for purchasing accommodation services only if these are arranged via the reservation department of the Business partners (phone, email) and/or if booking online via TMR Hotels (<https://booking.tmrhotels.com>) and/or via the receptions of individual accommodation establishments operated by the Business partners.
- 5.5. Every Gopass programme member can collect loyalty points for buying Services at Gopass acceptance points automatically if they show their registered Gopass card, except cases specified in item 5.4 of these GTC. If Services are purchased through the Gopass system, loyalty points are added to the Main account of the respective Main user within a maximum of 24 hours after the purchase is completed. If any Gopass programme member buys Services at a Gopass acceptance point, they are entitled to ask the staff to have Gopass loyalty points collected for the purchased Service. However, they must do so before paying for the Service and they are obliged to show their valid Gopass card. Loyalty points are added to Main accounts of Gopass programme members – Main users automatically within a maximum of 24 hours.
- 5.6. If any Gopass programme member does not show their valid and registered Gopass card at Gopass acceptance points, GOPASS SE reserves the right **not to add** points to Gopass programme members (Main users/Subordinate users) later if they have purchased any Services at Gopass acceptance points without showing their valid and registered Gopass card.
- 5.7. Every time when buying something at a Gopass acceptance points and showing their valid Gopass card or when buying something through the Gopass system on www.gopass.travel (applies to Main users only), every Gopass programme member can collect: (i) one (1) loyalty point for each (1) EURO of the price paid in EURO, (ii) one (1) loyalty point for each 25 CZK of the price paid in CZK, (iii) one (1) loyalty point for each 4 PLN of the price paid in PLN.
- 5.8. GOPASS SE reserves the right to change the value of Gopass loyalty points. In such case, GOPASS SE is obliged to inform all programme members about the changed value via www.gopass.travel. The new value becomes effective once published on www.gopass.travel.
- 5.9. Every **Main user** can check their latest loyalty point number in their Main account on www.gopass.travel. To do so, they must log in by using their email address and password.
- 5.10. Every Gopass programme member (Main user) can check the number of collected Gopass loyalty points for shopping at acceptance points in their Main account/My orders and services/history of point transactions. If the number of points collected does not correspond to the value of the purchased products/services or no points have been added to the Main account of the Main user, the Gopass programme member has the right to have the correct number of their Gopass loyalty points added no later than within 10 days after the purchase has been completed. In such case, the Gopass programme member has to send a scanned copy of the respective receipt to the address of GOPASS SE: reklamacia@gopass.sk (if shopping in Slovakia as far as products/services used in Slovakia are concerned) / info@gopass.at (if shopping in Slovakia as far as products/services used in Austria are concerned) / reklamacje@gopass.pl (if shopping in Poland) / reklamace@gopass.cz (if shopping in the Czech Republic).
- 5.11. GOPASS SE reserves the right to consider or refuse adding points to a Main user's account if these are not claimed in accordance with item 5 of these GTC. If GOPASS SE discovers that any Gopass programme member had Gopass

loyalty points collected contrary to these GTC, GOPASS SE is entitled to cancel such loyalty points from the respective Main account of the Main user, which the user shall be informed about by GOPASS SE.

5.12. The validity of Gopass loyalty points is limited as follows:

5.12.1 Gopass loyalty points expire on 30/04 (12:00 midnight) every calendar year if the respective Gopass programme member does not redeem their Gopass loyalty points for discounts or benefits when buying Services, and/or does not earn any Gopass loyalty points for purchasing Services at acceptance points or in the Gopass system for the period of 2 (two) years before the day of expiration, including the day of expiration, in the respective calendar year (hereinafter referred to as “**Period under review I**”). In such case, the Gopass loyalty points collected before the first day of the Period under review I become invalid without any compensation.

5.12.2 Gopass loyalty points expire on 31/10 (12:00 midnight) every calendar year if the respective Gopass programme member does not redeem their Gopass loyalty points for discounts or benefits when buying Services, and/or does not earn any Gopass loyalty points for purchasing Services at acceptance facilities or in the Gopass system for the period of 2 (two) years before the day of expiration, including the day of expiration, in the respective calendar year (hereinafter referred to as “**Period under review II**”). In such case, the Gopass loyalty points collected before the first day of the Period under review II become invalid without any compensation.

Example:

If any Gopass programme member who has not redeemed their loyalty points for discounts or benefits when buying Services, and/or has not collected any Gopass loyalty points for purchasing Services at acceptance points or in the Gopass system between 31/10/2019 and 31/10/2021 (including), the validity period of their Gopass loyalty points collected until 31/10/2019 (including) expires on 31/10/2021 (12:00 midnight) without any compensation.

6 REDUCED RATES AND BENEFITS OFFERED TO GOPASS PROGRAMME MEMBERS

6.1 Members of the Gopass programme (Main users/Subordinate users) can buy Services at lower prices only if they show their valid Gopass cards at Gopass acceptance points, at automated ticket machines (Gopass Points) and/or when shopping in the Gopass system on www.gopass.travel (the latter applies to Main users only). The prices are determined by GOPASS SE and the Business partners and apply if they are valid at the time of the purchase – in EUR/in CZK/in PLN.

6.2 The latest list of discounts and benefits which are offered to Gopass programme members is always available in individual facilities and establishments, as well as published on www.gopass.travel (the latter applies to shopping through the Gopass system).

6.3 When making any Gopass card transactions, ISIC, ITIC, EURO26, GO26 card holders must begin with entering their card number to their accounts on www.gopass.travel (before entering the number of regional or other discount codes) because ISIC, ITIC, EURO26, GO26 cards do not provide one-off discounts. ISIC, ITIC, EURO26, GO26 cards change the status of their holders to students although they are already adult. The numbers of ISIC, ITIC, EURO26, GO26 cards cannot be entered in the system later (after paying) and their holders are then not entitled to use discounts/benefits related to the already purchased service(s). If any Services are purchased on behalf of ISIC, ITIC, EURO26, GO26 card holders by accommodation providers in the Gopass system on www.gopass.travel, benefits related to ISIC, ITIC, EURO26, GO26 cards cannot be used.

6.4 Disabled Gopass programme members with official disability cards (with or without companions) can ask for discounts on Services only if the respective price list of the Gopass system on www.gopass.travel enables such discounts and at the same time only if they send a scanned copy of their disability cards to the email address: info@gopass.sk/info@gopass.cz/info@gopass.pl before buying the respective Service. The discount does not apply to companions of

the disabled Gopass programme members. Once they send their card copies, every Gopass programme member will receive a confirmation email or a denial email that confirms or denies their discount claim related to their disability. The email shall be sent to the email address that the scanned disability card copy has been sent from. Once the respective Gopass programme member receives a confirmation email, they can buy Services in the Gopass system that are offered with discounts meant for disabled programme members. If any Services are purchased on behalf of disability card holders by accommodation providers in the Gopass system on www.gopass.travel, benefits related to disability cards cannot be used.

7 PURCHASING OF SERVICES OF THE BUSINESS PARTNERS

- 7.1** Based on specific contractual relationships with individual Business partners, GOPASS SE arranges selling of Services of the Business partners on behalf of the Business partners and accepts financial means that correspond to the purchase prices of selected Services from Gopass programme members (interested parties) on behalf of the Business partners. By paying for a Service through the Gopass system on www.gopass.travel, every Gopass programme member enters a legal relationship with the specific Business partner in connection with the purchased Service, i.e. by paying the purchase price, a distance contract is concluded between the Gopass programme member, i.e. buyer and the Business partner, i.e. seller.
- 7.2** Services can be purchased only by Main users in their Main accounts on www.gopass.travel. Main users can buy Services also for Subordinate users who will use the Services.
- 7.3** All Services offered in the Gopass system must be paid once they are ordered. Any order is considered final and binding once confirmed by the respective Business partner, i.e. seller in the form of an order confirmation sent to the main Gopass user's email address that is entered in their registration form.
- 7.4** After paying for Services by using either of the methods based on items 7.6 to 7.9 GTC, every Main user is sent a confirmation email to their email address, with the kind and character of the ordered Service, the Service provision period and the contract duration period specified. The tax documents are sent to the Main accounts of Main users.
- 7.5** Details of individual Services are available on www.gopass.travel. Details of the Business partners are available on www.gopass.travel. When informing clients, GOPASS SE uses the sources provided by individual Business partners.
- 7.6** Main users can pay for ordered Services **used in Slovakia** based on the terms of individual sellers as follows:
- 7.6.1** via the PayU, Apple Pay services or by clicking on "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and credited based on the kind of the purchased Service to the bank account of the respective seller;
- 7.6.2** by using their purchased Credit and clicking on "PAY WITH CREDIT". Any Main user can choose to pay the whole purchase price or only its part by using their Credit. The chosen amount will be subtracted from the Credit. Main users can use this type of payment anytime, however, they are limited by the current balance of their Credit;
- 7.6.3** by combining money and their purchased Credit and clicking on "PAY WITH CREDIT". Any Main user can choose to pay the whole purchase price or only its part by using their Credit (based on the current balance). The chosen amount will be subtracted from the Credit and the remaining amount will be paid based on item 7.6.1. GTC;
- 7.6.4** by using Gopass loyalty points and clicking on "ACTIVATE PAYMENT WITH POINTS" (applies to selected Services only). The loyalty points of the respective Main user are deducted from their Main account once the payment is completed;
- 7.6.5** by combining regular payment with Gopass points (applies to selected Services only) and clicking on "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and points of the respective Main user are deducted from their Main account once the payment is completed;
- 7.6.6** by using MAGNUS programme loyalty points (applies to selected Services only) and clicking on "PAY WITH MAGNUS POINTS". MAGNUS programme points are deducted from the respective account once the payment is completed.

7.7 Main users can pay for ordered Services **used in the Czech Republic** based on the terms of individual sellers as follows:

- 7.7.1** via the PayU, Apple Pay services or by clicking on "PAY VIA INTERNET BANKING" (applies only to services that are used later than 48 hours after the service is paid), or by clicking on "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and credited based on the kind of the purchased Service to the bank account of the respective seller;
- 7.7.2** via the Pay U-Twisto service, by clicking on "PAY THROUGH TWISTO". The payment is credited based on the type of the purchased service to the bank account of the respective seller by PayU S.A. with the registered office at 60-166 Poznań, ul. Grunwaldzka 186, 60-166 Poznań, Poland, in cooperation with Twisto payments a.s., Company reg. number: 016 15 165, with the registered office at Újezd 450/40, Malá Strana, 118 00 Prague 1, registered in the Commercial Register of City Court Prague, file no.: B 19085 (hereinafter referred to as "Twisto company"). By using the Pay U-Twisto payment method through the Twisto company, every Main user can postpone their payment that they are obliged to make based on the agreement concluded with the respective seller. If any Main user uses this payment method, the financial claim is assigned based on the request of the Main user to the Twisto company and the Main user is obliged to pay the amount (purchase price and transport costs) within 14 days from the day the purchased product is sent/the purchased service is provided or if the Main user has an account opened in the Twisto company, they are obliged to complete their payment within 45 days from the day the purchased product is sent/the purchased service is provided. By using the Pay U-Twisto payment method, every Main user concludes a service agreement with the Twisto company in accordance with the general terms and conditions of the Twisto Pay services and agrees to have their financial claim(s) assigned to the Twisto company;
- 7.7.3** by using Gopass loyalty points and clicking on "ACTIVATE PAYMENT WITH POINTS" (applies to selected Services only). The loyalty points of the respective Main user are deducted from their Main account once the payment is completed;
- 7.7.4** by combining regular payment with Gopass points (applies to selected Services only) and clicking on "PAY VIA INTERNET BANKING" (applies only to services that are used later than 48 hours after the service is paid for), or "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and points of the respective Main user are deducted from their Main account once the payment is completed;
- 7.7.5** by using MAGNUS programme loyalty points (applies to selected Services only) and clicking on "PAY WITH MAGNUS POINTS". MAGNUS programme points are deducted from the respective account once the payment is completed;
- 7.7.6** by using their purchased Credit and clicking on "PAY WITH CREDIT". Any Main user can choose to pay the whole purchase price or only its part by using their Credit. The chosen amount will be subtracted from the Credit. Main users can use this type of payment anytime, however, they are limited by the current balance of their Credit;
- 7.7.7** by combining money and their purchased Credit and clicking on "PAY WITH CREDIT". Any Main user can choose to pay the whole purchase price or only its part by using their Credit (based on the current balance), The chosen amount will be subtracted from the Credit and the remaining amount will be paid based on item 7.7.1. GTC.

7.8 Main users can pay for ordered Services **used in Poland** based on the terms of individual sellers as follows:

- 7.8.1** via the PayU, Apple Pay services, by clicking on "PAY VIA INTERNET BANKING" (applies only to services that are used later than 48 hours after the service is paid), or by clicking on "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and credited based on the kind of the purchased Service to the bank account of the respective seller;

- 7.8.2 by using Gopass loyalty points and clicking on "ACTIVATE PAYMENT WITH POINTS" (applies to selected Services only). The loyalty points of the respective Main user are deducted from their Main account once the payment is completed;
 - 7.8.3 by combining regular payment with Gopass points (applies to selected Services only) and clicking on "PAY VIA INTERNET BANKING" (applies only to services that are used later than 48 hours after the service is paid for), or "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and points of the respective Main user are deducted from their Main account once the payment is completed.
 - 7.8.4 by using their purchased Credit and clicking on "PAY WITH CREDIT". Any Main user can choose to pay the whole purchase price or only its part by using their Credit. The chosen amount will be subtracted from the Credit. Main users can use this type of payment anytime, however, they are limited by the current balance of their Credit;
 - 7.8.5 by combining money and their purchased Credit and clicking on "PAY WITH CREDIT". Any Main user can choose to pay the whole purchase price or only its part by using their Credit (based on the current balance), The chosen amount will be subtracted from the Credit and the remaining amount will be paid based on item 7.8.1. GTC.
- 7.9 Main users can pay for ordered Services **used in Austria** based on the terms of individual sellers as follows:
- 7.9.1 via the PayU, Apple Pay services, by clicking on "PAY VIA INTERNET BANKING" (applies only to services that are used later than 48 hours after the service is paid), or by clicking on "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and credited based on the kind of the purchased Service to the bank account of the respective seller;
 - 7.9.2 by using Gopass loyalty points and clicking on "ACTIVATE PAYMENT WITH POINTS" (applies to selected Services only). The loyalty points of the respective Main user are deducted from their Main account once the payment is completed;
 - 7.9.3 by combining regular payment with Gopass points (applies to selected Services only) and clicking on "PAY VIA INTERNET BANKING" (applies only to services that are used later than 48 hours after the service is paid for), or "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and points of the respective Main user are deducted from their Main account once the payment is completed.
- 7.10 GOPASS SE reserves the right to add new or limit the existing terms of individual payment methods in connection with services offered in the Gopass system.
- 7.11 All Services offered in the Gopass system on www.gopass.travel are displayed along with their current purchase prices in EURO/CZK/PLN depending on the registered office of the Business partner that is the seller. The prices displayed are valid at the moment when the respective order is sent by the Main user. All purchase prices include VAT. Selected Services are time-limited (special offers are limited). Discounts offered to Gopass programme members cannot be combined (except the "First minute discounts" on accommodation services).

8 CREDIT

- 8.1 Every Main user can buy "Credit" with a certain financial value (hereinafter referred to as "Credit") in EUR or in PLN or in CZK on www.gopass.travel. The Credit can be used to pay for Services in the Gopass system on www.gopass.travel.
- 8.2 If paying the purchase price of Services at selected gastronomy facilities of Business partners, every Gopass programme member can pay by using their Credit if they have purchased Credit in the currency of the country of the respective Business partner whose service they want to pay with Credit for. However, they have to pay when purchasing the Service. Credit payment in gastronomy facilities **is not possible** if any Gopass programme member pays via their hotel bill/a chip in water parks/amusement parks.

- 8.3** By paying the price of the ordered Credit on www.gopass.travel, the respective Gopass programme member enters a legal relationship with GOPASS SE in connection with the purchased Credit, i.e. by paying the purchase price, a distance contract is concluded between the Gopass programme member, i.e. buyer and GOPASS SE, i.e. seller.
- 8.4** The amount of the Credit is not limited, however, the value must be always in the form of a positive number. Every Main user is entitled to increase their Credit value anytime.
- 8.5** Every Main user can use their Credit to purchase Services during the whole period of their Gopass programme membership. If their Gopass programme membership expires due to any reason, the Credit amount as of the day of the membership expiration shall be returned to the respective Main user within 30 days after the respective Credit refund request is delivered.
- 8.6** Credit can be purchased in accordance with item 7.6.1 GTC on www.gopass.travel.
- 8.7** Every programme member can buy Credit also in the form of a gift voucher for any Main user.

9 SCOPE OF SERVICES, CREDIT AMOUNT, COMPLAINTS POLICY:

- 9.1** The Services are not services of GOPASS SE. Individual Services are governed by general terms and conditions of individual Business partners. GOPASS SE only arranges selling of Services for the Business partners as well as other related activities in the scope defined by specific contractual relationships with the Business partners. GOPASS SE is not liable for the scope, character, quality and other parameters of individual Services or any violation of rights of individual Gopass programme members in connection with providing Services, e.g. failure to offer a Service. Claims of this kind shall be filed to the respective Business partner(s).
- 9.2** If any defects are discovered on a purchased Service or Credit (i.e. the scope of the Service is different from the ordered scope, the date of the Service use is different from the order or the Credit amount does not correspond to the purchased amount), every Gopass programme member is obliged to set up a complaint immediately once having discovered the reason(s) for their complaint, i.e. on the day the purchased Service or Credit was not provided in the agreed or usual scope, quality, quantity and/or date. Otherwise the right to complain shall expire. The complaint must be set up via email sent to reklamacia@gopass.sk (Services purchased in Slovakia and used in Slovakia) / info@gopass.at (Services used in Austria), reklamacje@gopass.pl (Services used in Poland) / reklamace@gopass.cz (Services used in the Czech Republic), or in writing in the form of a letter sent to the following address: GOPASS SE, Bernolákova 14, Liptovský Mikuláš 031 05, Slovak Republic. Any later complaints shall not be accepted. Once having examined the respective claim, GOPASS SE will notify the respective Gopass programme member of the subsequent procedure no later than within 30 days after it the complaint was made. When making a claim, Gopass programme members are obliged to cooperate with GOPASS SE as the company requires. GOPASS SE shall inform every customer how defect(s) on the purchased Service will be dealt with via email or post within the given warranty period.
- 9.3** Complaints related to the GOPASS SE company can consider only defects of the scope of Services or of the Credit when compared to the Service/Credit order, not the Service as such and any complaints related to the provision of the Service that has been purchased by the Gopass programme member through the Gopass system must be addressed to the respective Business partner that the Gopass programme member is in a contractual relationship with.
- 9.4** If any Gopass programme member – natural person, i.e. a user who does not perform the line of their business, occupation or profession when concluding and/or performing their consumer contract is not satisfied with the way how GOPASS SE, i.e. the seller has dealt with their complaint or thinks that GOPASS SE has violated their rights, they are entitled to ask GOPASS SE, i.e. the seller to have the respective problem rectified. If GOPASS SE rejects the request or does not respond to it within 30 days from the day it has been sent by the respective Gopass programme member, once asked by the Gopass programme member as mentioned above, the Gopass programme member is entitled to ask for alternative dispute resolution. The body authorised to deal with alternative dispute resolutions of GOPASS SE, i.e. the seller shall be a) the Czech Trade Inspection, Štěpánská 796/44, 1100 00 Prague 1, which can be contacted for the above mentioned purpose on the following address: **Česká obchodní inspekce, Oddělení mimosoudního řešení spotřebitelských sporů, Štěpánská 796/44, 1100 00 Praha 1** or via an online form: <https://www.coi.cz/mimosoudni-reseni-spotrebitelskych-sporu-adr/>, or b) any other authorised legal entity registered in the list of bodies for alternative dispute resolution of the Ministry of Industry and Trade of the Czech Republic (the list of the bodies is available on the website: <https://www.mpo.cz/cz/ochrana-spotrebitele/mimosoudni-reseni-spotrebitelskych-sporu-adr/>). Every Gopass programme member has the right to choose which of the above

mentioned bodies for alternative dispute resolution they choose to have their problem dealt with. To do so, the Gopass programme member can use an online platform for alternative dispute resolution which is available on: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=CS>. For more information about alternative dispute resolution, please visit the website of the Czech Trade Inspection: <https://www.coi.cz/informace-o-adr/>.

10 CONTRACT TERMINATION

10.1 Contract termination related to Services used in Slovakia:

10.1.1 Water park tickets: If any clients purchase any of the offered water park Services via the Gopass system on www.gopass.travel, § 7 of Act No. 102/2014 Coll. on Protection of Consumers related to selling goods or providing services based on a distance contract or an agreement concluded outside of office premises of the seller, and on changes to other acts related to contract termination as subsequently amended **does not apply**.

10.1.1.1 Every Main user can terminate their contract except the season ticket contract and if they pay the purchase price only with loyalty points, they can terminate their purchase contract only if their credit has at least a EUR one (1) value and they can do so for any reason or without specifying the reason from the moment the contract is concluded to 11:59pm one day before the purchased Services are supposed to be used by the clients. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective Service purchase price paid by the Main user, however, deducted by EUR 1 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the Gopass system on www.gopass.travel. If the respective Service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

10.1.1.2 Every Main user can terminate their contract except the season ticket contract and if they pay the purchase price only with loyalty points, they can terminate their purchase contract only if their credit has at least a EUR five (5) value and they can do so for any reason or without specifying the reason from the moment the contract is concluded to the moment the purchased Services are supposed to be used by the clients. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective Service purchase price paid by the Main user, however, deducted by EUR 5 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other Services in Gopass system on www.gopass.travel. If the respective service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

10.1.2 Cableway tickets/ski passes: If clients purchase any of the offered cableway Services via the Gopass system on www.gopass.travel, Act No. 102/2014 Coll. on Protection of Consumers related to selling goods or providing services based on a distance agreement or an agreement concluded outside the office premises of the seller, and on changes to other acts related to contract termination as subsequently amended does not apply and the **agreement cannot be withdrawn from**.

10.1.2.1 Every Main user can terminate their contract except the FRESH TRACK contract and in the case of season ski passes/tickets and if they pay the purchase price only with loyalty points, they can terminate their purchase contract only if their credit has at least a EUR one (1) value and they can do so for any reason or without specifying the reason from the moment the contract is concluded to 11:59pm one day before the purchased Services are supposed to be used by the clients. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective Service purchase price paid by the Main user, however, deducted by EUR 1 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the Gopass system on www.gopass.travel. If the respective Service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

10.1.2.2 Every Main user can terminate their contract except the FRESH TRACK, Mt Lomnický štít ticket and Season ski pass/ticket contract and if they pay the purchase price only with loyalty points, they can terminate their purchase contract only if their credit has at least a EUR five (5) value

and they can do so for any reason or without specifying the reason from the moment the contract is concluded to the moment the purchased Services are supposed to be used or to 12:00 noon on the day the purchased Services are supposed to be used by the clients. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective Service purchase price paid by the Main user, however, deducted by EUR 5 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other Services in Gopass system on www.gopass.travel. If the respective service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

10.1.3 Events/adventures: If clients purchase any of the offered event/adventure Services via the Gopass system on www.gopass.travel, **§ 7 of Act No. 102/2014 Coll.** on Protection of Consumers related to selling goods or providing services based on a distance agreement or an agreement concluded outside the office premises of the seller, and on changes to other acts related to contract termination as subsequently amended **does not apply**.

10.1.4 Golf/Tatra Labyrinth: Members of the Gopass programme who purchase any of the offered golf /Tatra Labyrinth Services via the Gopass system on www.gopass.travel **are entitled to withdraw from their service contracts** in accordance with § 7 Act No. 102/2014 Coll. on Protection of Consumers related to selling goods or providing services based on a distance agreement or an agreement concluded outside the office premises of the seller, and on changes to other acts related to contract termination as subsequently amended **within fourteen (14) days** from the day they conclude the service contract. For the purpose of contract withdrawal based on this GTC item, the moment when the respective Gopass programme member pays the Service purchase price is considered to be the contract conclusion.

10.1.4.1 In order to execute the right to withdraw from the contract based on item 10.1.4 of the GTC, every Gopass programme member /user/ shall notify GOPASS SE about their decision by sending a clear and unequivocal notice to the following address: GOPASS SE, Bernoláková 14, Liptovský Mikuláš 03105, Slovak Republic or reklamacia@gopass.sk. Clients can also use the contract withdrawal [form template](#) which is annexed to these GTC. If any member of the Gopass programme uses the option to withdraw from their contract, GOPASS SE shall accept it based on a special power of attorney from the respective Business partner and respond by using a permanent medium (email). The contract withdrawal period is considered to be respected if the respective contract withdrawal notice is sent to GOPASS SE. no later than on the last day of the period. The burden of proving the right of withdrawal always rests on the respective Gopass programme member.

10.1.4.2 Every contract between the respective Business partner and the respective Gopass programme member withdrawn from based on item 10.1.4 of these GTC is considered cancelled in its entirety. On behalf of the respective Business partner, GOPASS SE shall return all payments that have been accepted from the respective Gopass programme member on behalf of the respective Business partner based on the contract (including transport costs) without undue delay but no later than within 14 days from the day the contract withdrawal notice is delivered. The payments shall be returned to the Gopass programme member by using the same payment method that was used to pay for the Service before.

10.1.4.3 If any Gopass programme member withdraws from their Service contract and the respective Business partner has already begun to offer the Services based on the request of the Gopass programme member before the contract withdrawal period expires, the Gopass programme member shall pay the agreed aliquot part of the service price to GOPASS SE based on the amount of services that have already been offered.

10.1.5 Ski schools/ski rentals: If any clients purchase any of the offered ski school/ski rental Services via the Gopass system on www.gopass.travel, **§ 7 of Act No. 102/2014 Coll.** on Protection of Consumers related to selling goods or providing services based on a distance contract or an agreement concluded outside of office premises of the seller, and on changes to other acts related to contract termination as subsequently amended **does not apply**.

10.1.5.1 Every Main user is entitled to terminate their ski school/ski rental Service contract for any reason or without specifying the reason and if they pay the purchase price only with loyalty points, they can terminate their purchase contract if their credit has at least a EUR one (1) value and they can do so from the moment the contract is concluded to 11:59pm one day before the purchased services are supposed to be used by the clients only. Contracts can be terminated by clicking on "CANCEL FOR

CREDIT". If any Main user terminates their contract based on this GTC item, the respective product/service purchase price paid by the Main user, however, deducted by EUR 1 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the Gopass system on www.gopass.travel. If the respective Service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

10.1.6 Accommodation: Main users who purchase accommodation Services at offered hotels via Gopass system on www.gopass.travel **are not entitled to terminate their service contracts** in accordance with § 7 Sec. 6 item k) Act No. 102/2014 Coll. on Protection of Consumers related to selling goods or providing services based on a distance agreement or an agreement concluded outside the office premises of the seller, and on changes to other acts related to contract termination as subsequently amended from the moment they conclude their distance contracts.

10.1.6.1 If any Gopass programme member terminates their contract or cancels their confirmed reservation of accommodation services, or partially terminates their contract or partially cancels their confirmed reservation of accommodation services, they are obliged to pay a cancellation fee based on the cancellation policy included in the general terms and conditions related to "Booking of accommodation and other related services" which are published on the websites of individual accommodation establishments, i.e.: www.ghpraha.sk, www.grandhotel.sk, www.hotelfis.sk, www.hotelposta.sk, www.chaletsjasna.sk, www.tatralandiavillage.sk, www.galeriathermal.sk, www.hotelbesenova.sk, www.grandjasna.sk, www.hotelrotunda.sk, www.tristudnický.sk, www.hotelsrdiecko.sk.

10.1.7 Gopass card: Members of the Gopass programme who purchase Gopass cards for EURO via the Gopass system on www.gopass.travel **are entitled to withdraw from their service contracts** in accordance with § 7 Act No. 102/2014 Coll. on Protection of Consumers related to selling goods or providing services based on a distance agreement or an agreement concluded outside the office premises of the seller, and on changes to other acts related to contract termination as subsequently amended within fourteen (14) days from the day they pick up their Gopass cards. Every Gopass programme member can withdraw from their contract regarding a Gopass card delivery also before the withdrawal period begins.

10.1.7.1 When executing the right to withdraw from the contract based on item 10.1.7 GTC, every Gopass programme member /user/ shall notify GOPASS SE about their decision by sending a clear and unequivocal notice to the following address: GOPASS SE, Bernolákova 14, Liptovský Mikuláš 03105, Slovak Republic or reklamacia@gopass.sk. Clients can also use the contract withdrawal [form template](#) which is annexed to these GTC. If any member of the Gopass programme uses the option to withdraw from their contract, GOPASS SE shall accept it based on a special power of attorney from the respective Business partner and respond by using a permanent medium (email). The contract withdrawal period is considered to be respected if the respective contract withdrawal notice is sent to GOPASS SE no later than on the last day of the period. The burden of proving the right of withdrawal always rests on the respective Gopass programme member.

10.1.7.2 Every contract between the respective Business partner and the respective Gopass programme member withdrawn from based on item 10.1.7 of these GTC is considered cancelled in its entirety. On behalf of the respective Business partner, GOPASS SE shall return all payments that have been accepted from the respective Gopass programme member on behalf of the respective Business partner based on the contract (including transport costs) without undue delay but no later than within 14 days from the day the contract withdrawal notice is delivered. The payments shall be returned to the Gopass programme member by using the same payment method that was used to pay for the Service before GOPASS SE is not obliged to reimburse extra costs of the Gopass programme member if the Gopass programme member has chosen another form of delivery than the cheapest regular method offered by the seller. Extra costs are defined as the difference between the costs of the delivery chosen by the consumer and the costs of the cheapest delivery form offered by the seller.

10.1.7.3 Every Gopass programme member who withdraws from their contract is obliged to send their Gopass card(s) back to the postal address: Bernolákova 14, Liptovský Mikuláš 031 05, Slovak Republic no later than within 14 days from the day the contract has been withdrawn from. The period as specified in the previous sentence is considered to be met if the Gopass card is handed over to a transport company no later than on the last day of the period.

10.1.7.4 When withdrawing from a contract, every Gopass programme member shall bear only costs related to returning their Gopass card.

10.2 Contract termination related to Credit

10.2.1 Members of the Gopass programme who purchase Credit via the Gopass system on www.gopass.travel are entitled to withdraw from their service contracts in accordance with § 1829 and Act. No. 89/2012 Sb. Civil Code, as subsequently amended within fourteen (14) days from the day the purchased Credit is added to the user account of the respective Gopass programme member.

10.2.1.1 When executing the right to withdraw from the contract based on item 10.2.1 GTC, every Gopass programme member /user/ shall notify GOPASS SE. about their decision by sending a clear and unequivocal notice to the following address: GOPASS SE, Bernolákova 14, Liptovský Mikuláš 03105, Slovak Republic or reklamacia@gopass.sk. Clients can also use the contract withdrawal [form template](#) which is annexed to these GTC. If any member of the Gopass programme uses the option to withdraw from their contract, GOPASS SE shall accept it and respond by using a permanent medium (email). The contract withdrawal period is considered to be respected if the respective contract withdrawal notice is sent to GOPASS SE no later than on the last day of the period. The burden of proving the right of withdrawal always rests on the respective Gopass programme member.

10.2.1.2 Every contract between GOPASS SE and the respective Gopass programme member withdrawn from based on item 10.2.1 of these GTC is considered cancelled in its entirety. GOPASS SE shall return all payments that have been accepted from the respective Gopass programme member based on the contract (including transport costs) without undue delay but no later than within 14 days from the day the contract withdrawal notice is delivered. The payments shall be returned to the Gopass programme member by using the same payment method that was used to pay for the Service before.

10.3 Contract termination related to Services used in the Czech Republic:

10.3.1 Cableway tickets/ski passes and Activities: If clients purchase any of the offered cableway Services including Activities via the Gopass system on www.gopass.travel, § 1820 to § 1839 of Act No. 89/2012 Coll. Civil Code as subsequently amended **shall not apply** to any agreement concluded in accordance with § 1840 item h) of Act No. 89/2012 Coll. Civil Code as subsequently amended and such **contract cannot be withdrawn from**.

10.3.1.1 Every Main user can terminate their contract except the FRESH TRACK, Activities, BIKE PASS 3 and 6 contract and in the case of season ski passes/tickets and if they pay the purchase price only with loyalty points, they can terminate their purchase contract only if their credit has at least a CZK thirty (30) value, and they can do so for any reason or without specifying the reason from the moment the contract is concluded to 11:59pm one day before the purchased Services are supposed to be used by the clients. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective cableway Service purchase price paid by the Main user, however, deducted by CZK 30 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the Gopass system on www.gopass.travel. If the respective Service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

10.3.1.2 Every Main user can terminate their contract except the FRESH TRACK, BIKE PASS 3 and 6 contract and in the case of season ski passes/tickets and if they pay the purchase price only with loyalty points, they can terminate their purchase contract only if their credit has at least a CZK one hundred fifty (150) value, and they can do so for any reason or without specifying the reason from the moment the contract is concluded to the moment the purchased Services are supposed to be used or to 12:00 noon on the day the purchased Services are supposed to be used by the clients. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective cableway Service purchase price paid by the Main user, however, deducted by CZK 150 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the Gopass system on www.gopass.travel. If the respective Service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

10.3.2 Events/adventures: If clients purchase any of the offered event/adventure Services via the e Gopass system on www.gopass.travel, **the contract cannot be withdrawn from** in accordance with § 1837 item j) of Act No. 89/2012 Coll. Civil Code related to contract termination as subsequently amended.

10.3.3 Golf: Members of the Gopass programme who purchase any of the offered golf Services via the Gopass system on www.gopass.travel are entitled to withdraw from their service contracts in accordance with

§ 1820 – § 1839 Act No. 89/2012 Coll. Civil Code as subsequently amended **within fourteen (14) days** from the day they conclude the service contract. For the purpose of contract withdrawal based on this GTC item, the moment when the respective Gopass programme member pays the Service purchase price is considered to be the moment when the product is accepted.

- 10.3.3.1 In order to execute the right to withdraw from the contract based on item 10.3.3 of the GTC, every Gopass programme member /user/ shall notify GOPASS SE. about their decision by sending a clear and unequivocal notice to the following address: GOPASS SE, Bernolákova 14, Liptovský Mikuláš 03105, Slovak Republic or reklamace@gopass.cz. Clients can also use the contract withdrawal [form template](#) which is annexed to these GTC. If any member of the Gopass programme uses the option to withdraw from their contract, GOPASS SE shall accept it based on a special power of attorney from the respective Business partner and respond by using a permanent medium (email). The contract withdrawal period is considered to be respected if the respective contract withdrawal notice is sent to GOPASS SE no later than on the last day of the period. The burden of proving the right of withdrawal always rests on the respective Gopass programme member.
- 10.3.3.2 Every contract between the respective Business partner and the respective Gopass programme member withdrawn from based on item 10.3.3 of these GTC is considered cancelled in its entirety. On behalf of the respective Business partner, GOPASS SE shall return all payments that have been accepted from the respective Gopass programme member on behalf of the respective Business partner based on the contract (including transport costs) without undue delay but no later than within 14 days from the day the contract withdrawal notice is delivered. The payments shall be returned to the Gopass programme member by using the same payment method that was used to pay for the Service before. GOPASS SE is not obliged to reimburse extra costs of the Gopass programme member if the Gopass programme member has chosen another form of delivery than the cheapest regular method offered by the seller. Extra costs are defined as the difference between the costs of the delivery chosen by the consumer and the costs of the cheapest delivery form offered by the seller.
- 10.3.3.3 If any Gopass programme member withdraws from their Service contract and the respective Business partner has already begun to offer the Services based on the request of the Gopass programme member before the contract withdrawal period expires, the Gopass programme member shall pay the agreed aliquot part of the service price to GOPASS SE based on the amount of services that have already been offered.

10.3.4 Ski schools/ski rentals: If any clients purchase any of the offered ski school/ski rental Services via the Gopass system on www.gopass.travel, **the contract cannot be withdrawn from** in accordance with § 1837 item j) of Act No. 89/2012 Coll. Civil Code related to contract termination as subsequently amended.

10.3.4.1 Every Main user is entitled to terminate their ski school/ski rental Service contract for any reason or without specifying the reason and if they pay the purchase price only with loyalty points, they can terminate their purchase contract if their credit has at least a CZK thirty (30) value and they can do so from the moment the contract is concluded to 11:59pm one day before the purchased services are supposed to be used by the clients only. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective product/service purchase price paid by the Main user, however, deducted by CZK 30 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the Gopass system on www.gopass.travel. If the respective Service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

10.3.5 Gopass card: Members of the Gopass programme who purchase Gopass cards for CZK via the Gopass system on www.gopass.travel **are entitled to withdraw from their service contracts** in accordance with § 1820 – § 1839 Act No. 89/2012 Coll. Civil Code as subsequently amended within fourteen (14) days from the day they collect their Gopass cards.

10.3.5.1 When executing the right to withdraw from the contract based on item 10.3.5 GTC, every Gopass programme member /user/ shall notify GOPASS SE about their decision by sending a clear and unequivocal notice to the following address: GOPASS SE, Bernolákova 14, Liptovský Mikuláš 03105, Slovak Republic or reklamace@gopass.cz. Clients can also use the contract withdrawal [form template](#) which is annexed to these GTC. If any member of the Gopass programme uses the option to withdraw from their contract, GOPASS SE shall accept it based on a special power of attorney from the respective Business partner and respond by using a permanent medium (email). The contract withdrawal period is considered to be respected if the respective contract

withdrawal notice is sent to GOPASS SE no later than on the last day of the period. The burden of proving the right of withdrawal always rests on the respective Gopass programme member.

- 10.3.5.2 Every contract between the respective Business partner and the respective Gopass programme member withdrawn from based on item 10.3.5 of these GTC is considered cancelled in its entirety. On behalf of the respective Business partner, GOPASS SE shall return all payments that have been accepted from the respective Gopass programme member on behalf of the respective Business partner based on the contract (including transport costs) without undue delay but no later than within 14 days from the day the contract withdrawal notice is delivered. The payments shall be returned to the Gopass programme member by using the same payment method that was used to pay for the Service before. Every Gopass programme member is obliged to return, i.e. send their product(s) back to GOPASS SE no later than within 14 days from the day the contract has been withdrawn from. The period as specified in the previous sentence is considered to be met if the product is sent to GOPASS SE: Bernoláková 14, Liptovský Mikuláš 031 05, Slovak Republic no later than within 14 days from the day they withdraw from their contract. GOPASS SE is not obliged to pay the purchase price back before the respective Gopass programme member returns their Gopass card or proves to have sent it to GOPASS SE. When withdrawing from a contract based on item 10.3.5 GTC, every Gopass programme member shall bear all costs related to returning their product.

10.4 Contract termination related to Services used in Poland:

- 10.4.1 Amusement park tickets:** If clients purchase any of the offered amusement park Services via the Gopass system on www.gopass.travel, **§ 27 Act of 30/04/2014 on Consumer Rights** of 30/04/2014 (Dz.U.2017.683) with reference to § 38 Art. 12 Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) **related to contract termination does not apply.**

- 10.4.1.1 Every Main user can terminate their amusement park Service contract except the season ticket contract and if they pay the purchase price only with loyalty points, they can terminate their purchase contract only if their credit has at least a PLN five (5) value and they can do so for any reason or without specifying the reason from the moment the contract is concluded to 11:59pm one day before the purchased Services are supposed to be used by the clients. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective Service purchase price paid by the Main user, however, deducted by PLN 5 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the Gopass system on www.gopass.travel. If the respective Service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

- 10.4.1.2 Every Main user can terminate their amusement park Service contract except the season ticket contract and if they pay the purchase price only with loyalty points, they can terminate their purchase contract only if their credit has at least a PLN twenty five (5) value and they can do so for any reason or without specifying the reason from the moment the contract is concluded to the moment the purchased Services are supposed to be used or to 12:00 noon on the day the purchased Services are supposed to be used by the clients. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective Service purchase price paid by the Main user, however, deducted by PLN 25 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other Services in Gopass system on www.gopass.travel. If the respective service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

- 10.4.2 Cableway tickets/ski passes:** If clients purchase any of the offered cableway Services via the Gopass system on www.gopass.travel, **Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) does not apply.**

- 10.4.2.1 Every Main user can terminate their contract except the FRESH TRACK contract and in the case of season ski passes/tickets and if they pay the purchase price only with loyalty points, they can terminate their purchase contract only if their credit has at least a PLN five (5) value and they can do so for any reason or without specifying the reason from the moment the contract is concluded to 11:59pm one day before the purchased Services are supposed to be used by the clients. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective Service purchase price paid by the Main user, however, deducted by PLN 5 (handling fee) shall be returned to the CREDIT of the Main

user which can be used to buy other services in the Gopass system on www.gopass.travel. If the respective Service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

10.4.2.2 Every Main user can terminate their contract except the FRESH TRACK contract and in the case of season ski passes/tickets and if they pay the purchase price only with loyalty points, they can terminate their purchase contract only if their credit has at least a PLN twenty five (25) value and they can do so for any reason or without specifying the reason from the moment the contract is concluded to the moment the purchased Services are supposed to be used or to 12:00 noon on the day the purchased Services are supposed to be used by the clients. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective Service purchase price paid by the Main user, however, deducted by PLN 25 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other Services in Gopass system on www.gopass.travel. If the respective service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

10.4.3 Events/adventures: If clients purchase any of the offered event/adventure Services via the Gopass system on www.gopass.travel, § 27 Act of 30/04/2014 on Consumer Rights of 30/04/2014 (Dz.U.2017.683) with reference to § 38 Art. 12 Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) related to **contract termination does not apply**.

10.4.4 Ski schools/ski rentals: If any clients purchase any of the offered ski school/ski rental Services via the Gopass system on www.gopass.travel, § 27 Act of 30/04/2014 on Consumer Rights of 30/04/2014 (Dz.U.2017.683) with reference to § 38 Art. 12 Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) related to **contract termination does not apply**.

10.4.4.1 Every Main user is entitled to terminate their ski school/ski rental Service contract for any reason or without specifying the reason and if they pay the purchase price only with loyalty points, they can terminate their purchase contract if their credit has at least a PLN five (5) value and they can do so from the moment the contract is concluded to 11:59pm one day before the purchased services are supposed to be used by the clients only. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective product/service purchase price paid by the Main user, however, deducted by PLN 5 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the Gopass system on www.gopass.travel. If the respective Service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

10.4.5 Gopass card: Members of the Gopass programme who purchase Gopass cards for PLN via the Gopass system on www.gopass.travel **are entitled to withdraw from their Service contracts** in accordance with Art. 27 and Act of 30th May 2014 on Consumer Rights (Statute Book from 2014, item 827, as subsequently amended) **within fourteen (14) days** from the day they collect their Gopass cards. Every Gopass programme member can withdraw from their contract regarding a Gopass card delivery also before the withdrawal period begins.

10.4.5.1 When executing the right to withdraw from the contract based on item 10.4.5 GTC, every Gopass programme member /user/ shall notify GOPASS SE about their decision by sending a clear and unequivocal notice to the following address: GOPASS SE, Bernolákova 14, Liptovský Mikuláš 03105, Slovak Republic or reklamacie@gopass.pl. Clients can also use the contract withdrawal [form template](#) which is annexed to these GTC. If any member of the Gopass programme uses the option to withdraw from their contract, GOPASS SE shall accept it based on a special power of attorney from the respective Business partner and respond by using a permanent medium (email). The contract withdrawal period is considered to be respected if the respective contract withdrawal notice is sent to GOPASS SE no later than on the last day of the period. The burden of proving the right of withdrawal always rests on the respective Gopass programme member.

10.4.5.2 Every contract between the respective Business partner and the respective Gopass programme member withdrawn from based on item 10.4.5 of these GTC is considered cancelled in its entirety. On behalf of the respective Business partner, GOPASS SE shall return all payments that have been accepted from the respective Gopass programme member on behalf of the respective Business partner based on the contract (including transport costs) without undue delay but no later than within 14 days from the day the contract withdrawal notice is delivered. The

payments shall be returned to the Gopass programme member by using the same payment method that was used to pay for the Service before. Every Gopass programme member is obliged to return, i.e. send their product(s) back to GOPASS SE no later than within 14 days from the day the contract has been withdrawn from. The period as specified in the previous sentence is considered to be met if the product is sent to GOPASS SE: Bernolákova 14, Liptovský Mikuláš 031 05, Slovak Republic no later than within 14 days from the day they withdraw from their contract. GOPASS SE is not obliged to pay the purchase price back before the respective Gopass programme member returns their Gopass card or proves to have sent it to GOPASS SE. When withdrawing from a contract based on item 10.4.5 GTC, every Gopass programme member shall bear all costs related to returning their product.

10.5 Contract termination related to Services used in Austria:

10.5.1 Cableway tickets/ski passes: If clients purchase any of the offered cableway Services via the Gopass system on www.gopass.travel, **leisure time activity service contracts concluded online in accordance with § 18 Art. 10 FAGG cannot be withdrawn from.**

10.5.1.1 Every Main user can terminate their contract except the FRESH TRACK contract and in the case of season ski passes/tickets and if they pay the purchase price only with loyalty points, they can terminate their purchase contract only if their credit has at least a EUR one (1) value and they can do so for any reason or without specifying the reason from the moment the contract is concluded to 11:59pm one day before the purchased Services are supposed to be used by the clients. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective Service purchase price paid by the Main user, however, deducted by EUR 1 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the Gopass system on www.gopass.travel. If the respective Service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

10.5.1.2 Every Main user can terminate their contract except the FRESH TRACK contract and in the case of season ski passes/tickets and if they pay the purchase price only with loyalty points, they can terminate their purchase contract only if their credit has at least a EUR five (5) value and they can do so for any reason or without specifying the reason from the moment the contract is concluded to the moment the purchased Services are supposed to be used or to 12:00 noon on the day the purchased Services are supposed to be used by the clients. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective Service purchase price paid by the Main user, however, deducted by EUR 5 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other Services in Gopass system on www.gopass.travel. If the respective service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

11 LOST, STOLEN AND DAMAGED GOPASS CARDS

11.1 Gopass cards are sold to Gopass members (Main users/Subordinate users) based on their request and for an indefinite period of time.

11.2 Every Gopass programme member is obliged to protect their Gopass card and prevent it from being lost, damaged or destroyed. They are also obliged to prevent that their Gopass card is used by an unauthorised person.

11.3 Every Gopass programme member (or their legal representative) is obliged to report the damage, loss or theft of their Gopass card without undue delay – to client centres of the Business partners, or by calling the Gopass helpline: 0850 122 155 (international calls: +421 220 510 448). Main users can block their Gopass cards by logging to their Gopass account on www.gopass.travel based on their registration (Gopass cards of Subordinate users can be blocked as well). Once being informed, GOPASS SE shall block the respective Gopass card immediately.

11.4 Every Main user/Subordinate user can buy a new Gopass card if their Gopass card gets lost, stolen, damaged or due to any other reason. They can do so in client centres of individual resorts of the Business partners. To have a

new Gopass card issued, every Gopass programme member has to pay EUR 2 incl. VAT /CZK 50 incl. VAT /PLN 10 incl. VAT/Gopass card and a handling fee of EUR 5 incl. VAT/CZK 150 incl. VAT/PLN 20 incl. VAT/Gopass card.

- 11.5 Once a Gopass card is purchased, all previous records and settings in the account of the respective Main user remain unchanged and the new card added to the Gopass account is considered the only valid card of the respective Main user/Subordinate user.
- 11.6 If any lost, stolen or damaged Gopass card was topped up with a ski pass, the respective Gopass programme member will be given a new card with a ski pass for the remaining number of skiing days.
- 11.7 No programme member is entitled to be paid the whole or aliquot ski pass price back; or to receive any other form of compensation for the days they were late with their card loss/theft report. The programme member is not entitled to receive any financial or non-financial compensation for the loyalty points that might be potentially used by an unauthorised person on the day the respective Gopass card was blocked.

12 GOPASS PROGRAMME MEMBERSHIP EXPIRATION

12.1 The Gopass programme membership can expire:

- 12.1.1 in accordance with item 12.2 of these GTC on Gopass programme membership expiration;
- 12.1.2 by terminating the programme membership in accordance with item 12.4 of these GTC;
- 12.1.3 when the GOPASS programme is cancelled by GOPASS SE;
- 12.1.4 due to inactivity:

12

12.1.1

12.1.2

12.1.3

- 12.1.4.1 If any Main user and any of their Subordinate users don't make any purchase at the Gopass acceptance points or in the Gopass system and don't collect or use any Gopass loyalty points at the acceptance points or in the Gopass system (hereinafter referred to as "**Transaction**") in the course of three (3) consecutive years, GOPASS SE is entitled to send an email to the Main user to their email address entered in the Gopass programme registration process and inform them that their Gopass programme membership might expire due to inactivity if the Main user and any Subordinate user don't make any Transaction within 30 days after being notified. After the 30-day period as specified in the previous sentence expires, the **Gopass programme membership of the Main user and of all Subordinate users** added to the Main account of the Main user **expires**. The 3-year period as specified in the first sentence of this item begins for the first time on the day when the respective Main Gopass account is created and is renewed (i.e. starts from the beginning) when any Transaction is made. The above mentioned applies also if the Main Gopass account is created or the last Transaction is made before the effective date of these GTC.
- 12.1.4.2 If any Subordinate user doesn't make any Transaction in the course of three (3) consecutive years, GOPASS SE is entitled to send an email to the Main user to their email address entered in the Gopass programme registration process and inform them that the Gopass programme membership of the specific Subordinate user in their Gopass account might expire due to inactivity if the Subordinate user doesn't make any Transaction within 30 days after the Main user is notified. After the 30-day period as specified in the previous sentence expires, the **Gopass programme membership of the Subordinate user expires**. The 3-year period as specified in the first sentence of this item begins for the first time on the day when the respective Subordinate Gopass account is created and is renewed (i.e. starts from the beginning) when any Transaction is made. The above mentioned applies also if the Subordinate Gopass account is created or the last Transaction is made before the effective date of these GTC.
- 12.1.4.3 If any Subordinate user doesn't make any Transaction in the course of ninety (90) consecutive calendar days after their Subordinate Gopass account is created, GOPASS SE is entitled to send an email to their Main user to their email address entered in the Gopass programme registration process and inform them that the Gopass programme membership of the specific Subordinate user in their Gopass account might expire due to inactivity if the Subordinate user doesn't make any Transaction

within 30 days after the Main user is notified. After the 30-day period as specified in the previous sentence expires, the **Gopass programme membership of the Subordinate user expires**. The above mentioned applies also if the Subordinate Gopass account is created or the last Transaction is made before the effective date of these GTC.

- 12.1.5** if a Subordinate user is cancelled by their Main user from their Main account, i.e. by clicking on “cancel a member” from the Main user’s account.
- 12.2** The Gopass programme membership expires immediately:
- 12.2.1** if any Gopass programme member abuses the benefits offered by the Gopass programme;
 - 12.2.2** if any Gopass programme member violates these GTC or the terms and conditions of any Service offered by the Business partners that has been purchased or used via the Gopass system;
 - 12.2.3** if any Gopass member provides false data when registering;
 - 12.2.4** if any Gopass member uses their Gopass card contrary to these GTC or enables any other unauthorised person to use their Gopass card;
 - 12.2.5** if any Gopass member informs GOPASS SE that they do not agree to the changes of the GTC in accordance with Article 14, item 14.4 of these GTC.
- 12.3** If GOPASS SE discovers a reason for immediate membership termination of any Gopass member in accordance with items 12.2.1 to 12.2.4 of these GTC, the company is entitled to block the respective Main/Subordinate account of the Gopass programme member without prior notification and the membership expires on the day the reasons for immediate membership termination are discovered. Any membership terminated in accordance with item 12.2.5 of these GTC expires on the day the respective written notice of the Gopass member about disagreeing to GTC changes is delivered to GOPASS SE.
- 12.4** Every Gopass programme member is entitled to cancel their programme membership without specifying the reason. This must be done in writing, in the form of an official request sent to: GOPASS SE, Bernolákova 14, 031 05 Liptovský Mikuláš, Slovak Republic. In such case, the membership expires on the last day of the month when the cancellation notice is delivered to GOPASS SE. If any Gopass programme member has purchased a service that is supposed to be used after the notice period expires, the respective programme membership expires one day after the service is used, or after the period that is offered for using the purchased service.
- 12.5** If any Gopass programme member cancels or terminates their programme membership, whatever the reason and the form of membership cancellation or expiration, they lose any rights related to the Gopass programme membership, including all loyalty points in their Gopass account, discounts and benefits. If any membership is terminated based on items 12.2.1 to 12.2.4 of these GTC, the respective Gopass programme member is not entitled to receive financial or any other compensation for services that have been purchased in the Gopass system and could not be used. They are also not entitled to be the respective paid price or its aliquot part returned back. If any membership is terminated based on item 12.2.5 of these GTC, the respective Gopass programme member is entitled to have an aliquot part of the service price paid back (for the unused service) as of the day of the membership termination.
- 12.6** Returning a Gopass card is not considered termination of the membership of the respective Gopass member, i.e. the card holder.
- 12.7** If any membership in the Gopass programme is cancelled due to any reason and in any form, the respective Gopass programme member shall get their Credit returned in the value that corresponds to the day when the membership is cancelled. This must be done within 30 days from the day the membership is cancelled.

13 PRIVACY POLICY

- 13.1** Details related to the protection of personal data are included in the Data Protection and Privacy Policy of TMR Group and published on the website: www.tmr.sk/o-nas/gdpr/.

14 FINAL PROVISIONS

- 14.1** The General Terms and Conditions of the Gopass programme were published on 28/4/2023 and become effective and enter into force on 13/9/2023. Once in force, these GTC replace the General Terms and Conditions of the Gopass programme, which were effective until 12/9/2023.
- 14.2** Reduced prices, discounts, loyalty points and other benefits meant for Gopass programme members are not legally recoverable.
- 14.3** Every programme member is obliged to acquaint themselves with the latest version of these GTC when registering for the Gopass programme and before confirming their Service purchase in the Gopass system on www.gopass.travel.
- 14.4** GOPASS SE is entitled to change these General Terms and Conditions if (i) their policy in the field of providing benefits to GOPASS SE customers within the Gopass system changes; (ii) if the financial, economic and social situation in the Slovak Republic changes; (iii) if applicable laws and regulations change; and/or (iv) for other non-specified, compelling reasons.
- 14.5** GOPASS SE is obliged to publish the current effective version of the GTC on www.gopass.travel. If GOPASS SE unilaterally changes any GTC regulations, it undertakes to publish the updated version on www.gopass.travel no later than within 2 days after the respective changes have been approved and at least 3 days before the updated GTC come into force. By joining the Gopass programme, every member agrees that GOPASS SE is entitled to change and amend the GTC. If any Gopass programme member does not agree with any GTC change, they are entitled to terminate their programme membership as of the day the changed GTC are published with immediate effect. To do so, they must send a written membership termination notice via email to: info@gopass.sk, info@gopass.at, info@gopass.cz, info@gopass.pl. Immediate membership termination does not affect the way how the respective programme member uses services that have already been purchased before. This shall be discussed individually by each programme member. By not terminating their programme memberships, every Gopass programme member automatically agrees to GTC changes. Implied manifestations of will of individual Gopass programme members related to performing factual or legal acts, i.e. continuing to buy Services in the Gopass system and using loyalty points at acceptance points of the Business partners are regarded a clearly expressed consent to GTC.
- 14.6** All relationships not specified by these GTC are governed by the laws and regulations of the Slovak Republic and specific general terms and conditions of the Business partners related to individual Services.

15 GOPASS PROGRAMME CONTACT ADDRESS

GOPASS SE

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143 00 Prague 4

Czech Republic

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Slovak Republic

Gopass helpline: 0850 122 155

International helpline: +421 220 510 448

Gopass helpline for Špindlerův Mlýn: +420 499 467 101

Gopass helpline for Poland: +48 801 765 700

Gopass helpline for Austria: +43 720 778 807

Email: info@gopass.sk, reklamacia@gopass.sk, info@gopass.cz, info@gopass.at, reklamace@gopass.cz, info@gopass.pl, reklamacje@gopass.pl, reklamation@gopass.at

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