

General Terms and Conditions for the Provision of Accommodation by Apartments Care s.r.o.

PROVIDER'S IDENTIFICATION DATA:

Business Name: Apartments Care s.r.o.
Residence: Nový Smokovec 19217, 062 01 High Tatras, Slovak Republic
Company ID: 52 222 195
VAT ID: SK2120955551
Registration: Commercial Register of the District Court Prešov, Sec. Sro, vl no.
37789/P
email: info@aptcare.sk

DEFINITIONS

"**AC**" – Apartments Care s.r.o., with its registered office at Nový Smokovec 19217, 062 01 High Tatras, Company ID No.: 52 222 195, registered in the Commercial Register of the District Court Prešov, Section Sro, File No. 37789/P, which is the accommodation provider, administrator of Accommodation Facilities and provider of Accommodation.

"**GDPR**" – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"**Client**" – a natural or legal person to whom AC provides Accommodation on the basis of a concluded Accommodation Contract.

"**Order**" – an Accommodation order made by the Client in the form of filling in a form on the AC [www.tatrstay.sk website](http://www.tatrstay.sk), by e-mail to AC's e-mail address or through the Intermediary's tools for the execution of the Accommodation order, which was delivered to AC.

"**OZ**" – Act No. 40/1964 Coll., Civil Code, as amended

"**SOI**" – Slovak Trade Inspection.

"**Accommodation Intermediary**" – a company that acts either as an intermediary between the Client and AC, or as a reseller of the Accommodation (in particular Booking, Airbnb, Agoda, Expedia...).

"**Accommodation**" – provision of accommodation services and related and related services to the Client by AC.

"Accommodation Facility" – a building, space or area under the Decree managed by AC and in which AC provides Accommodation to Clients for a fee.

"GTC" – these General Terms and Conditions.

"Decree" – Decree No. 277/2008 Coll. of the Ministry of Economy of the Slovak Republic, which establishes classification features for accommodation facilities when classifying them into categories and classes.

"Act on the Residence of Foreign Nationals" – Act No. 404/2011 Coll. on the Residence of Foreign Nationals and on Amendments to Certain Acts, as amended.

"Act on State Control" – Act No. 122/2008 Coll. on State Control of the Internal Market in Matters of Consumer Protection and on Amendments to Certain Acts, as amended.

"Labour Code" – Act No. 311/2001 Coll., Labour Code, as amended.

"Binding Order" – an Order that has been in writing, accepted and confirmed by AC via e-mail to the Client's e-mail address specified in the Order.

"Accommodation Contract" – an accommodation contract between AC and the Client pursuant to Section 754 et seq. of the CC, which consists of the GTC and the Binding Order.

"Contracting Parties" – AC on the side of the Accommodation Provider and on the side of the Client, the Client or other natural or legal person who sent the AC Binding Order.

PREAMBLE

Accommodation of Clients in Accommodation Facilities is governed by the law of the Slovak Republic, these GTC, which contain both the Accommodation Rules and the Binding Order. These GTC and the Binding Order together form the Accommodation Contract. In the event of any discrepancies between these GTC and the Binding Order, the Binding Order shall prevail. The Client, as well as all persons accommodated in the Accommodation Facility on the basis of the Accommodation Contract, are obliged to properly familiarize themselves with the Accommodation Rules, and their ignorance will not have any impact on any legal consequences that may arise.

ACCOMMODATION POLICIES

1. These GTC apply to the Accommodation of the Clients in the Accommodation Facilities and/or individual rooms of the Accommodation Facilities, as well as to other services provided to the Client by AC in connection with the Accommodation.
2. According to the Act on State Control of Consumer Protection in the Internal Market, the general body of market supervision of consumer protection in the internal market is SOI, SOI Inspectorate for the Prešov Region, Obrancov míru 6, 080 01 Prešov, Department of Supervision and Legal Department, tel. no. 051/ 772 15 97, fax. No. 051/772 15 96.

3. AC provides the Client with Accommodation in accordance with the Accommodation Agreement to the appropriate extent stipulated by the Decree. The specific scope of services provided to the Client by AC will be agreed in the Binding Order.
4. The Accommodation Contract enters into force at the moment of delivery of a written confirmation of the Order by AC in the form of an email to the Client's (Client's) e-mail address specified in the Order. The Client is entitled to place an order (i) by e-mail, (ii) by filling in the order form directly on the AC - www.tatrystay.sk website or (iii) by using some of the tools for placing an order through the Accommodation Agent.
5. AC will accommodate only the Client who is duly registered for the Accommodation. In order to register for accommodation, the Client is obliged [to fill out the online check-in form on the AC website www.tatrystay.sk](#) truthfully for all accommodated persons. Each Client who is not a citizen of the Slovak Republic is obliged, in accordance with the Act on the Residence of Foreign Nationals, to truthfully and completely fill in and hand over to the AC employee the relevant official form on registration of residence.
6. The Client as well as all persons accommodated on the basis of the Accommodation Contract acknowledge that the entrances to the Accommodation Facilities are monitored by a camera system.
7. The Client, as well as all persons accommodated on the basis of the Accommodation Contract, are obliged to comply with the terms and conditions of accommodation. In the event of a breach of the terms and conditions of accommodation by the Client and/or any of the accommodated persons, AC has the right to withdraw from the Accommodation Contract before the expiry of the agreed time of the Accommodation, without the Client's right to a refund.
8. AC has the right in exceptional cases (e.g. in the event of a technical failure in the Accommodation Facility, technical failure of electronic reservation tools, etc.) to offer the Client a Accommodation Accommodation other than that agreed in the Accommodation Contract, unless it differs substantially from the Accommodation under the Accommodation Contract. The Client is entitled to refuse the offer of another Accommodation. In such a case, the Client is entitled to a refund of the entire paid part of the price of the Accommodation. For the avoidance of doubt, apart from the claim for a refund of the paid part of the price of the Accommodation to the Client, no other claim arises against AC.
9. Unless otherwise agreed in the Accommodation Contract, the Client has the reserved Accommodation Facility available on the day of his/her arrival from 3:00 p.m. The Client is obliged to vacate the Accommodation Facility on the day of his/her departure and hand it over to the AC no later than 10:00 a.m. In the event of a late departure from the room by the Client (i) by 12:00 p.m. AC is entitled to charge the Client a fee in the amount of 50% of the price for Accommodation valid on the day of delay and after 12.00 p.m. 100% of the price for the Accommodation valid on the day of the delay. The room is considered vacant after the Client and all persons accommodated under the Accommodation Contract take

all their belongings out of the Accommodation Facility, hand over the keys and/or electronic card and notify the authorized AC employee of the check-out (so-called "check out"). AC reserves the right to check the inventory of the Accommodation Facility no later than 2 hours after check-out.

ACCOMMODATION PRICE AND PAYMENT TERMS

10. The Client is obliged to pay the agreed price in full for the provided Accommodation before the start of the stay.
11. AC is entitled to demand payment from the Client in the amount of 100% of the price of the services provided upon confirmation of the Order. In the case of a Binding Accommodation Order, it is binding for AC only on the day of payment of the price for the Accommodation in full, unless otherwise agreed in writing.
12. The Client is obliged to pay the AC price of the Accommodation, on the dates and in the amount specified in the instruction for payment of the price of the Accommodation, which is delivered to the Client together with the confirmation of the Order. In the case of a Binding Accommodation Order via the AC website or through the Intermediary's booking tools, AC will deliver an invoice to the Client for 100% of the Accommodation price no later than 3 working days after the end of the Accommodation. In the case of a Binding Accommodation Order via email, AC will deliver an invoice to the Client together with the Order confirmation, while the Client is obliged to pay such an invoice no later than on the due date specified in the invoice. The day of payment is considered to be the day on which the funds are credited to the AC bank account specified in the relevant invoice. The Client is obliged to provide all invoicing information no later than the beginning of the Accommodation. The Client is obliged to inform AC about the application of the recreational voucher or the application of the recreation allowance at the employer pursuant to Section 152a of the Labour Code and to provide AC with all the employer's invoicing data in connection with the recreation voucher or recreation allowance applied no later than the commencement of the Accommodation. Otherwise, AC reserves the right to issue an invoice based on the invoicing data provided by the Client in the Order, while the invoice issued in this way can be subsequently changed no later than two days after the end of the stay, for a fee of €20.
13. The day of payment is considered to be the day of crediting the funds to the AC account and, in the case of cash payments, the day of receipt of cash by AC.
14. The agreed prices include the price of accommodation, service fees and the applicable applicable value added tax. AC may change the prices if the Client additionally wishes changes in the number of booked rooms, services related to accommodation, the length of the Accommodation period or the number of accommodated persons, while the requested changes have been approved in writing by AC.
15. The Client is not entitled to set off any due and/or unpayable monetary claim against AC's claim without the written consent of AC.

RIGHTS AND OBLIGATIONS OF AC AND CLIENT

16. Upon arrival, the Client will receive the keys and/or card and/or controls from the AC Accommodation Facilities, their rooms and/or entrance gates and garages, and upon departure they are obliged to do so in the same way as they were picked up, or according to the instructions of the AC. In case of loss or damage, AC charges a fee of €100, for each individual key, card and/or controller. In the event of loss of the entrance door key, AC is entitled to replace the lock and cylinder of the entrance door. In such a case, AC is entitled to demand reimbursement of the costs incurred from the Client.
17. In the event that the Client shortens the agreed stay, AC Accommodation Facilities are entitled to charge the Client the full amount of the agreed price for the entire length of the ordered stay.
18. In the room or on the premises of the AC Accommodation Facilities, the Client may not move the interior furnishings, make modifications and any interventions in the electrical or other installation without the consent of the AC Accommodation Facility employee.
19. For safety reasons, it is not advisable to (i) leave children under 12 years of age unsupervised by adults, (ii) carry weapons and ammunition on the premises of the AC Accommodation Facilities.
20. From 10:00 p.m. until 06:00 a.m. the Client is obliged to keep the Accommodation Facilities quiet at night.
21. Smoking is only allowed in designated areas. If the Client violates the smoking ban, AC Accommodation Facilities have the right to charge a fee of €200 per day in which the Client violated the smoking ban.
22. Only persons for whom the reservation was made can be accommodated in the AC accommodation facility. In the event that the number of accommodated persons exceeds the number of persons specified by the Client in the Binding Order, AC has the right to demand from the Client the payment of the difference between the price of the Accommodation agreed in the Binding Order and the price of the Accommodation that would be invoiced by AC to the Client, in the event of specifying the correct number of accommodated persons in the Binding Order. AC's right of withdrawal is not affected by this.
23. AC Accommodation Facilities allow entry and accommodation of pets only in some of their accommodation facilities, according to the valid price list of AC Accommodation Facilities. In the event of failure to report a pet in an Accommodation Facility where the entry of pets is allowed, AC is entitled to pay an additional price for the entry of a pet according to the valid price list of the Accommodation Facilities and at the same time is entitled to pay a contractual penalty in the amount of € 200. In the event of non-compliance with the ban on the entry of pets in the Accommodation Facilities where the entry of pets is not allowed, AC has the right to demand from the Client the payment of a contractual penalty in the amount of € 300. AC has the right to deny the entry of a pet into the Accommodation

Facility in each individual case, regardless of the fact whether the entry of pets into a particular Accommodation Facility is allowed.

24. In the event of heavy pollution of the AC Accommodation Facility or its room by the Client, the Client will be charged an additional fee of up to €150, depending on the extent of the pollution.
25. Clients are not allowed to take sports equipment and items into the rooms, for the storage of which another place is reserved.
26. AC accommodation facilities reserve the right to refuse to accommodate persons under the age of 18 without the accompaniment of their legal representative.
27. AC accommodation facilities reserve the right to refuse to accommodate persons who have arrived in greater numbers than previously agreed in the reservation.
28. AC Accommodation Facilities reserve the right to refuse to accommodate persons under the influence of alcohol or narcotic substances.
29. If the Client requests an extension of their stay, AC Accommodation Facilities may, in case of free capacity, offer a room other than the one in which they were originally accommodated.
30. When entering the AC Accommodation Facilities or their rooms, the Client shall check the condition and functionality of the facilities in their own interest, and shall immediately report any errors and deficiencies to the AC employee. In the event of failure to comply with the obligation under the previous sentence, the Client is liable to AC for all damages in the Accommodation Facility and to the Accommodation Facility and its inventory, which were discovered by AC after the end of the Accommodation during an inspection pursuant to point 9 of these GTC.
31. The Client agrees that the employees of the AC Accommodation Facilities have the right to enter his room for the entire duration of its lease for the purpose of fulfilling their official duties.
32. In AC Accommodation Facilities and especially in rooms, Clients are not allowed to use their own electrical appliances. This regulation does not apply to electrical appliances used for the Client's personal hygiene (razor, massager, hair dryer, etc.).
33. Before leaving, the Client is obliged to check the room and leave it in the condition in which he took it over. Before the Client leaves the AC Accommodation Facility or its rooms, the Client is obliged to close the water taps, turn off electrical appliances, turn off the lighting in the room, close the windows and doors and throw away the garbage.
34. AC Accommodation Facilities have the right to refuse to accommodate a Client with a communicable disease, parasitic infection or other disease that could pose a health risk to other Clients or employees of AC Accommodation Facilities. In the event that the Client

conceals such a condition, then despite the fact that he has stayed in the AC Accommodation Facilities, the employees of the AC Accommodation Facilities have the right to ask such a Client to leave and pay the costs associated with professional pest control and/or disinfection of the AC Accommodation Facility or his room.

AC AND CLIENT LIABILITY

35. AC is not responsible to the Client for forgotten or lost items. The Client's forgotten belongings in the Accommodation Facilities are recorded and stored for a period of 7 days from the end of the Accommodation. AC will send items forgotten in the Accommodation Facilities to the Client only in the case of a written request and always exclusively at the Client's expense.
36. AC is not responsible for any damages incurred by the Client outside the Accommodation Facility.
37. The Client is responsible for damage to property caused by the Client in and to the Accommodation Facilities in accordance with the relevant applicable regulations. In the event of damage caused by the Client to the property of the Accommodation Facilities, the Client is obliged to pay AC compensation for the damage incurred no later than on the day of the end of the stay.
38. The legal guardian or another responsible adult with whom the minor is accommodated on the basis of the Accommodation Agreement is responsible for damages caused by a minor. At the same time, the Client is responsible for damages caused by persons who are located on the premises of the Accommodation Facility, while they were allowed to enter there by the Client or persons accommodated together with the Client on the basis of the Accommodation Contract
39. In the event of damage or destruction of the property of AC and/or the Accommodation Facility, AC is entitled to compensation for damage in the acquisition value of the destroyed inventory.
40. If AC has incurred any damage as a result of a breach of any obligation arising from the Accommodation Contract or from generally binding legal regulations, AC is entitled to compensation for damage in full against the Client.
41. The Client is obliged to pay the compensation for the damage incurred no later than on the day of the end of the Accommodation when billing the accommodation and services, or on the basis of an invoice. If the Client refuses to pay the damage incurred, AC is entitled to charge the Client a contractual penalty in the amount of 0.1% of the amount owed, for each day of delay. The payment of the contractual penalty does not affect AC's claim for damages in full.
42. In the event that a Binding Order is sent by a third party, this person is jointly and severally liable to AC together with the Client as a co-debtor for all obligations arising from the Accommodation Contract.

CANCELLATION POLICY AND WITHDRAWAL

43. In the event of cancellation of the Accommodation by the Client, or withdrawal from the Accommodation Contract by the Client, and in the event that AC and the Client do not agree in the Binding Order, the following cancellation conditions of the Accommodation apply:
- a) In the event of cancellation of the Binding Order by the Client no later than seven (7) days before the arrival at the Accommodation, AC does not charge the Client any cancellation fee;
 - b) In the event of cancellation of the Binding Order four (4) to six (6) days before the arrival of the Accommodation, AC charges the Client a cancellation fee of 50% of the total price of the Accommodation;
 - c) In the event of cancellation of the Binding Order three (3) days or less before the arrival of the Accommodation, AC charges the Client a cancellation fee in the amount of 100% of the total price of the Accommodation.
 - d) In the event of cancellation of the Binding Order with the period of accommodation during the Christmas holidays and New Year (i.e. in the period from December 22 to January 8 of the given year) by the Client no later than fourteen (14) days before the arrival at the Accommodation, AC does not charge the Client any cancellation fee;
 - e) In the event of cancellation of the Binding Order with the period of accommodation during the Christmas holidays and New Year (i.e. in the period from December 22 to January 8 of the given year) by the Client less than fourteen (14) days before the arrival at the Accommodation, AC charges the Client a cancellation fee in the amount of 100% of the total price of the Accommodation;
 - f) In the case of a Binding Order made by the Client through the Accommodation Intermediary and the AC - www.tatrystay.sk internet portal, the cancellation conditions agreed in the Binding Order through the Accommodation Intermediary or through the AC - www.tatrystay.sk internet portal apply.
44. In the event that the Client fails to pay the advance payment for the Accommodation on the date and in the amount specified in the instruction for the payment of the price of the Accommodation, AC is entitled to withdraw from the Accommodation Contract at any time until the Client arrives at the Accommodation, and is entitled to payment of the amount in accordance with the cancellation conditions under these GTC.
45. The cancellation policy applies to all ordered and confirmed services.
46. In the event that the Client shortens the agreed period of accommodation, AC has the right to charge the Client the full amount of the agreed price of the Accommodation for the entire length of the originally ordered stay.
47. In the event of a breach of the obligations under the provisions of point 20. 24 of these GTC by the Client, persons accommodated on the basis of the Accommodation Contract and/or other persons who are located on the premises of the Accommodation Facility, while the Client and/or persons accommodated together with the Client on the basis of the Accommodation Contract have allowed them to enter there, AC is entitled to withdraw

from the Accommodation Contract, whereby AC's right to compensation for damage in full and the right to payment of the contractual penalty in accordance with the Accommodation Contract is not Concerned. In such a case, the Client is not entitled to a refund of the price of the Accommodation or its proportional part.

48. AC reserves the right to correct the price of the Accommodation within 24 hours of the confirmation of the Order, if it finds out that the Accommodation was offered to the Client at an incorrect price (in particular as a result of a technical error of the AC internet portal). In such a case, the Client must inform about the correct price of the Accommodation and the Client must agree to the adjustment of the price of the Accommodation. In the event that the Client does not agree with the adjustment of the price of the Accommodation, he has the right to withdraw from the Accommodation Contract and AC is obliged to return the paid price of the Accommodation to the Client. For the avoidance of doubt, in such a case, the Client does not incur any other claims against AC.