

General Business Terms and Conditions

1. Ordering a stay and services

Clients may order a stay with KÚPELE VYŠNÉ RUŽBACHY, a.s., a company with the ID No. 31714501, with a seat at Vyšné Ružbachy 48, 065 02 Vyšné Ružbachy (hereinafter referred to as the KVR, a.s.), in person, by phone, online, or via e-mail. After a client places a binding order, KÚPELE VYŠNÉ RUŽBACHY, a.s., reserves the right to claim the advance payment of 100% of the price of the stay that is specified in the proforma invoice issued, while the payment shall be made by the due date stated in the invoice, or the payment of 100% of the price of the stay and the services ordered to be paid via our reservation portal.

2. Conditions of the participation in a stay

Clients may participate in a stay in the spa resort owned by the KVR a.s., provided the following conditions are met:

- KVR, a.s., has provided a binding confirmation of the reservation;
- The price of the stay has been paid by the due date stated in the agreement on the stay or in the invoice;
- By making the payment of the proforma invoice, or by paying a portion of the price of the stay determined in advance, the client expresses their consent to the General Business Terms and Conditions of KÚPELE VYŠNÉ RUŽBACHY a.s.;
- If the client fails to pay the proforma invoice by the specified due date for objective reasons, the client shall notify KVR a.s.; otherwise, the reservation shall be deemed cancelled and the client loses their entitlement to the services ordered.

3. Payment method

The contractual price may be paid as follows:

- Using an online payment gateway;
- Via a bank transfer to the KVR, a.s., bank account, conducted before the check-in, using the data stated in the issued proforma invoice;
- In cash or with a card when checking-in the spa owned by KVR, a.s. (in the case that the reservation is made less than 3 days before the arrival).

4. Rights and obligations of customers

Clients are entitled to the following:

- Provision of services in the agreed scope and of the necessary information about the price, content, and programme of the stay;
- Provision of information about any changes in dates, scope of services, prices of the stay, or cancellation of the stay;
- Proper provision of high-quality of services, including any and all additional information about the services;
- File a complaint regarding any potential defects immediately in the spa resort via the authorised staff of KVR, a.s., and claim a remedy;
- Withdraw from the order without stating the reasons before the due date of the proforma invoice.

The withdrawal period elapses on the due date of the proforma invoice. In the event of the withdrawal, the cancellation of a stay that has already been paid is subject to an administrative fee of €20/person. Where a client wishes to exercise their right to withdraw from the agreement, the client shall notify KVR, a.s., of their intention in an unambiguous notice (a letter sent by post to the address: KÚPELE VYŠNÉ RUŽBACHY, a.s., Vyšné Ružbachy 48, 065 02, or via e-mail to the e-mail address: rezervacie@ruzbachy.sk, recepciat1@ruzbachy.sk, or strand@ruzbachy.sk). For that purpose, the client may use a template withdrawal form which is attached to these GBTC. The period for a withdrawal from an order shall only be applicable if the notice on exercising the withdrawal right is delivered before the withdrawal period elapses.

Following the withdrawal from the order, KVR, a.s., shall return all payments made by the client in connection with placing the order while applying the cancellation conditions defined in Section 7. The payments shall be made within a period of 30 days of the date of delivery of the notice to KVR, a.s. The refund payment shall be made as a bank transfer.

If the client has requested the consumption of the services to begin during the period for withdrawal from the agreement, the client shall pay to KVR, a.s., the price for the services actually provided before the date when the client notified KVR, a.s., of their intention to withdraw from the agreement. Clients are only entitled to withdraw from their order and claim a refund without applying any cancellation fees in the following cases:

- Cancellation of the stay by KVR, a.s.;
- Significant changes in the programme or in the scope of the services provided; such significant changes do not include a change in accommodation if the substitute accommodation is of the same or a higher category.

Obligations of clients:

- Clients are obliged to respect the provisions of the Accommodation Rules of KVR, a.s.;
- At the check-in, clients are obliged to register all participants of their stay, including those who do not pay for the stay;
- Children younger than 18 years may only participate in a stay if accompanied by adult persons, who shall be fully responsible for them, or with a written consent of an authorised adult;
- Clients are obliged to follow the information materials which specify the conditions that must be met in order to participate in a stay in the spa owned by KVR, a.s.;
- Clients are obliged to provide KVR, a.s., with cooperation that is necessary in order to ensure the provision of services in the case of potential changes, complaints, or insured events;
- If the client cancels their participation in the stay, they are obliged to pay the cancellation fees;
- At the check-in, clients are obliged to present their ID document (a valid ID card or a passport) at the reception desk for the purpose of registration of accommodated guests, as prescribed by the Act on the Provision of Accommodation Services;
- Foreign citizens are obliged to present additional documents regarding their stay in the Slovak Republic, as specified in the applicable legislation within the meaning of Act No. 48/2002 Coll. on the Residence of Foreigners, as amended;
- On the last day of their stay, clients shall hand over, in a timely and proper manner, the premises provided to them for temporary accommodation in connection to the services ordered during their stay in the spa owned by KVR a.s.;
- Where the ordering party to the agreement includes legal entities, such legal entities are obliged to do the following:
 - Notify, to the full extent, the participants of the stay of any and all conditions applicable to their participation in the stay;
 - Arrange that the participants of the stay fulfil the basic obligations of the clients and provide cooperation required in the provision of services ordered;
 - Before the arrival to the spa, the clients who are to be provided with healthcare must thoroughly consider their physical condition with regard to the conditions existing at the place of their stay (contraindications), and at the arrival to the spa, they are obliged to undergo an admission medical examination.

5. Rights and obligations of KVR, a.s.

- KVR, a.s., is obliged, prior to sending a confirmation of a stay, inform the client of any and all facts which are known to it and may affect the client's decision to buy a stay in the spa. In the event of any circumstances that hinder the provision of services to the client as agreed in advance, KVR, a.s., reserves the right to change the programme or the price of the stay, change the dates of the stay or the accommodation facility, or cancel the stay. In the case of a change in the accommodation facility, the substitute accommodation must be of the same or a higher standard.
- KVR, a.s., is entitled to withdraw from the agreement, or terminate the client's stay at an earlier date, or withdraw from the continuation of the provision of non-prescription procedures in the case that the client commits a gross breach of good manners despite a notice and a warning given to them by KVR, a.s., or harasses or endangers other clients or the spa staff, or their safety, health, or property, or commits any other gross violation of the client's obligations.

KVR, a.s., as the provider of services is entitled to do the following:

- Modify these GBTC unilaterally and solely;
- Change the assortment, scope, content and conditions of the services and products offered;
- Change the price list (prices of products and services) and change the provision of contractually agreed products and services under the conditions defined herein;
- Charge cancellation fees in the amounts and under the conditions defined herein; set off the cancellation fee to which it is entitled against the payment made by the client for the services ordered;
- Additionally claim a monetary compensation equal to the value of the damage caused by a client whose behaviour is in conflict with the Accommodation and Spa Rules and the GBTC;
- Refuse to accept and accommodate a client, not to confirm a reservation, or an order, or a voucher in the case of previous negative experiences with that particular client during their stay in any of the accommodation facilities owned by KVR a.s.

6. Discounts, special offers, and recreation vouchers

In the case that the client is entitled to a discount, the client shall apply such discount when making a reservation or placing an order. If the client fails to do so, the discount shall not be applied. Individual discounts cannot be combined or added, and they do not apply to last-minute offers, discount stays, or special offers. If the client is entitled to multiple discounts, the discount that is higher may be applied. If a client wishes to apply a recreational voucher obtained from their employer, the client is obliged to make an early notification to KVR, a.s., as the provider of services, ideally when making a reservation.

7. Cancellation conditions

A stay may only be cancelled in writing, by sending a notice to the address of KVR, a.s., while the number of days that are taken into account when determining the amount of the cancellation fee starts on the date of delivery of the notice to the spa. The amount of the cancellation fee is determined based on the number of days before the check-in date, or based on the consumption of services as follows:

- | | |
|---|---|
| • More than 29 days before the check-in: | €20/person – administrative fee |
| • 28–15 days before the check-in: | 25% of the total price of the services ordered |
| • 14–8 days before the check-in: | 50% of the total price of the services ordered |
| • 7–4 days before the check-in: | 75% of the total price of the services ordered |
| • 3 and less days before the check-in: | 100 % of the total price of the services ordered |

Clients shall not be provided any monetary compensation for the services ordered and not consumed, nor for any changes in the ordered services that are made during the stay (accommodation, meals, therapeutic procedures and therapies). In the case of a preliminary termination of the stay by the client, or a failure to attend to all of the non-prescription procedures and therapies ordered and confirmed, the client shall not be provided with any compensation for meals, accommodation, therapy, procedures, healthcare, nor for any other services ordered.

8. Prices

The price lists are published in the electronic form on the spa website, where it is also possible to calculate the price of the stay using a form. The price lists may also be provided upon a request in the printed or electronic form.

KVR, a.s., reserves the right to change the prices and the content of the service packages.

9. Complaints and settlement of disputes

If the client believes that the scope or quality of the services is lower than those specified in the agreement on the stay, the client is entitled to lodge a complaint. The client should exercise their right to a remedy of an incorrectly provided service without undue delay, directly at the place where the service is provided or with the authorised representative of the spa in order to facilitate an immediate remedy.

If the client's complaint cannot be resolved immediately, the authorised employee of KVR, a.s., is obliged to register the client's complaint in the complaint protocol, stating the objective circumstances of the complaint. KVR, a.s., is obliged to thoroughly examine the complaint and subsequently decide on the method of resolution within a period of 30 days.

If the client is not satisfied with the method of resolving the complaint, or if the client believes that their rights were violated, the client is entitled to request a remedy from KVR, a.s. If KVR, a.s., denies the client's request or fails to respond to the request within a period of 30 days since the delivery date, the client is entitled to file a request for an alternative dispute resolution (hereinafter referred to as the Request) from the alternative dispute resolution entity (hereinafter referred to as the ADR Entity), as stipulated in the Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes. The ADR Entity is the Slovak Trade Inspection, or any other entity listed in the list of ADR entities maintained with the Ministry of Economy of the Slovak Republic (hereinafter referred to as the „Ministry“). The Requests may be filed with the ADR Entity in writing, or in the electronic form, or in person with a record made in the protocol. Consumers may also file the Requests using the form available on the website of the Slovak Trade Inspection: www.soi.sk, or via the ADR platform available on the EU website: https://ec.europa.eu/consumers/odr/index_en.htm.

These GBTC, as well as the legal relationships established hereunder, shall be governed by the Slovak law. Any and all potential disputes arising from these GBTC shall be solved by a respective court in the Slovak Republic.

10. Force majeure (Vis maior)

The provider of services shall not be held responsible for a failure to provide services, or a limitation to the scope of the provided services, that was caused by the force majeure (Vis maior) circumstances. In the event of the circumstances whose occurrence, course, and consequences do not depend on the activities and procedures carried out by KVR, a.s., or in the event of the circumstances on the part of the client due to which the client fails to consume, in full or in part, the services ordered, paid, and arranged by the hotel, the client shall not be entitled to any monetary compensation or any discount on the price of such services. The provider shall not be held accountable for the damage that was not caused by the provider or by the provider's suppliers of services, nor for the damage caused to the client by a third party, or the damage which is not associated with the provision of the stay in the spa and the related services, or the damage caused by an event that could not be prevented even with all possible effort, or the damage caused by extraordinary and unforeseeable circumstances.

Personal Data Processing and Protection

The following information reveals which personal data we need, how we process it, and how you can contact us. This information is updated on the regular basis. The information concerning the processing of your personal data is published on our website: www.ruzbachy.sk.

The processing of your personal data complies with the Act No. 18/2018 Coll. on Personal Data Protection, as amended, and the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and related regulations.

Data controller:

KÚPELE VYŠNÉ RUŽBACHY, a.s., Vyšné Ružbachy 48, 065 02 Vyšné Ružbachy, Company ID No.: 31714501, e-mail: marketing@ruzbachy.sk

Contact data for issues regarding the personal data protection:

marketing@ruzbachy.sk

KÚPELE VYŠNÉ RUŽBACHY, a.s., Vyšné Ružbachy 48, 065 02 Vyšné Ružbachy, Company ID No.: 31714501.

The processing method, the extent of the personal data, and the duration of keeping such data differ and depend on the purpose for which it was obtained.

Personal data of clients/patients that is required for the purpose of providing them with the spa care

Data we need:

Contact data and data required for the purpose of providing the medical and spa care:

- First name, surname, academic degree, street and house number, postal code, town/city, date of birth, birth registration number, and telephone contact;
- Data on health (processing operations: Medical Data Agenda, Register of Accommodated Guests, Registry Administration, Accounting Documents, Complaints, Litigations, Requests for Information).

Information and data specified in the Act No. 153/2013 Coll. on the National Health Information System, the numerical code of the health insurance agency and, if required in a particular situation, the facts that are important from the epidemiology point of view.

All personal data is processed based on the special acts on healthcare and is used exclusively for the purpose of the proper provision of the therapeutic spa care, the keeping of medical documentation, and the provision of accommodation and boarding services.

Pursuant to the law, we are obliged to keep your personal data for a period of 20 years after the provision of spa care. The provision of personal data is a precondition for the provision of the therapeutic spa care.

Pursuant to the special acts on the provision of healthcare, your personal data is shared primarily with health insurance agencies and the National Health Information System.

Processors:

Some personal data may be processed, subject to contractual instructions, by the authorised staff of the technical support of our software and IT suppliers.

Accommodation services

Identification and contact data:

- First name, surname, academic degree, address, ID Card number, date of birth, place of birth of foreigners, accommodation duration, nationality of foreigners, the purpose of stay of foreigners, the number of passport of foreigners, the number of visa of foreigners, first names and surnames of the children of foreigners, data on the provided accommodation, plate numbers of the parked cars, data on items lost and found, and the signatures of foreigners

Your personal data is processed in compliance with special acts, in particular the Act No. 253/1998 Coll. on the Registration of the Residence of Citizens of the Slovak Republic and the Register of Inhabitants of the Slovak Republic, and the Act No. 404/2011 Coll. on the Residence of Foreigners, primarily for the following purposes:

- Registration of accommodated guests;
- Registration of accounting documents;
- Processing of declarations of honour;
- References, complaints, and the Book of Suggestions; and
- Registration of parked cars.

Pursuant to the law, we are obliged to keep the data for a period of 10 years after the year in which the accounting documents are issued. The provision of such data is the precondition for the provision of accommodation services.

As stipulated in the law, your personal data is shared with the Ministry of Interior of the Slovak Republic, the Police Forces of the Slovak Republic, the Municipality Office of Vyšné Ružbachy, as well as other entities specified by law.

Processors:

Some personal data may be processed, subject to contractual instructions, by the authorised staff of the technical support of our software and IT suppliers.

Accommodation services may only be provided to persons aged 18 years or older. Minors may only use the services with the consent of their parents.

Ordering and reservation

Identification and contact data:

- First name, surname, academic degree, address, telephone contact, e-mail address, reservation data, IP address and the browser installed in the device used, the order date and time.

Your personal data is processed on the basis of the implementation of the agreement of the provision of services and the precontractual obligations for the following purposes:

- Registration of accommodation reservations;
- Time management and scheduling of the therapeutic procedures and therapies;
- Processing of orders, reservations, orders for prescription stays, etc.; and
- Registration of accounting documents.

We are obliged to keep the provided personal data for a period of 12 months after the date of processing of an order/reservation. As stipulated in the law, we are obliged to keep the accounting documents for a period of 10 years after the year in which they were issued.

Processors:

Some personal data may be processed, subject to contractual instructions, by the authorised staff of the technical support of our software and IT suppliers.

An order/reservation may only be accepted from a person aged 18 years or older. Minors may only use our services with the consent of their parents.

Newsletter

Personal data we process:

- e-mail address, first name, surname, date of birth, IP address and the browser installed in the device used, date of subscription, newsletter opening statistics.

The aforesaid personal data is processed on the basis of our legitimate interest and your consent. You are entitled to revoke your consent to receiving our newsletter at any time. We keep the data provided for a period of 10 years after the date of granting your consent or after the last provision of services.

The provision of data for the purpose of receiving our newsletter and marketing information is voluntary.

Some personal data may be processed, subject to contractual instructions, by the authorised staff of technical support of our software and IT suppliers and of the provider of marketing services.

Communication

Identification and contact data:

- First name, surname, academic degree, address, telephone contact, e-mail address, data stated in the documents received and dispatched.

The aforesaid personal data is processed, on the basis of our legitimate interests, in various manners: via e-mail, by phone, by post, and through social media. The registration of the mail delivered and sent is carried out as stipulated in the law. The data obtained and provided is kept until the subject of the communication is resolved.

As stipulated in the law, the registry of the mail delivered and sent is kept for a period of 10 years after the year in which it was resolved. After the mandatory period elapses, the data provided is erased.

Some personal data may be processed, subject to contractual instructions, by the authorised staff of technical support of our software and IT suppliers and of the provider of marketing services.

Camera system and security monitoring

Personal data also include a video recording in which persons may be identified. The monitoring by a camera system with video recordings is carried out on the basis of our legitimate interest, primarily for the safety reasons and for the reason of protecting our property.

The monitored areas of the spa resort are designated as stipulated in the law and in respective guidelines.

Video recordings are kept for a period of 14 days of the recording date. Video recordings are only shared as prescribed by a special act, primarily with courts and law enforcement authorities.

Recording of telephone communication

Identification and contact data:

- First name, surname, academic degree, address, telephone contact, e-mail address, phone number

Phone calls are only recorded on the basis of our legitimate interest, for the purpose of increasing the quality of our services, exercising claims, and the registration of communication.

Such recordings are kept for a period of 3 months after the recording date. The provision of data is voluntary.

Some personal data may be processed, subject to contractual instructions, by the authorised staff of the technical support of our software and IT suppliers and of the provider of marketing services.

Making photos and promotion videos

Personal data also include photographs, video recordings, and group photos made during events. Promotion materials are created continuously on the basis of the legitimate interest of our company. The provision of such data is voluntary and you may object to it.

Such data is kept for a period of 5 years. The provision of such data is voluntary and has no effect on the provision of other services.

Some personal data may be processed, subject to contractual instructions, by the authorised staff of technical support of our software and IT suppliers, a photographer, a supplier of graphical and printed materials, and a provider of marketing services.

Such data may be published on our websites, in social media, and in marketing materials.

Personal data of job applicants

Identification and personal data:

- First name, surname, academic degree, education level achieved, experience gained, e-mail, telephone contact, address.

Personal data is processed in compliance with the law and the rules applicable to the registry administration.

Rights of data subjects

Rights of data subjects are specified in Sections 19–28 of the Personal Data Protection Act:

- Data subjects have the right to obtain from the controller a confirmation as to whether or not personal data concerning them are being processed.
- Where personal data is transferred to a third country or to an international organisation, data subjects have the right to be informed of the appropriate safeguards, as specified in Section 48(2–4) of the Personal Data Protection Act.
- The controller is obliged to provide data subjects with their personal data that is subject to the processing.
- Data subjects have the right to obtain from the controller without undue delay the rectification of inaccurate personal data concerning them. While taking into account the purpose of the processing of personal data, data subjects have the right to have the incomplete personal data completed.
- Data subjects have the right to obtain from the controller the erasure of personal data concerning them without undue delay.
- Data subjects have the right to obtain from the controller restriction of the processing of personal data, unless the controller proves the necessity of the purpose of processing such data.
- Data subjects have the right to obtain the personal data relating to them which was provided by them to the controller.
- Data subjects have the right to object to the processing of personal data.
- Data subjects have the right to object to being subject to a decision which is based solely on the automated personal data processing, including the profiling, and which has the legal effects that concern the data subjects or have similar significant effects on them.

Method of exercising your rights

You may exercise your rights by sending a written request by post to the following address:

KÚPELE VYŠNÉ RUŽBACHY, a.s., Vyšné Ružbachy 48, 065 02 Vyšné Ružbachy

or via an e-mail sent to the e-mail address: marketing@ruzbachy.sk. Information on personal data is provided without undue delay and free of charge. If you believe that the processing of your data is in conflict with these conditions or the applicable law, you may send your complaint to the supervisory body: The Office for Personal Data Protection of the Slovak Republic, Hraničná 12, 820 07 Bratislava 27; e-mail: statny.dozor@pdp.gov.sk

Principle of Accountability (Section 12 of the Personal Data Protection Act)

Every employee who processes personal data is accountable for the security of personal data by protecting such data from theft, loss, damage, destruction, making it accessible to unauthorised persons, modification or distribution (publishing).

Processing of personal data by our company will be conducted in a legal manner, in particular by ensuring that it is based on at least one of the following legal grounds:

- a) The data subject has granted their consent to the processing of their personal data for at least one specific purpose;
- b) Processing of personal data is required for the purpose of the implementation of a contract to which the data subject is the contracting party or for the purpose of implementing a precontractual action requested by the data subject;
- c) Processing of personal data is required on the basis of a special regulation or an international agreement under which the Slovak Republic is the party obliged;
- d) Processing of personal data is required for the purpose of protecting life, health, of property of the data subject or any other natural person;
- e) Processing of personal data is required for the purpose of the execution of a task that is to be executed in the public interest or within the exercise of official authority entrusted to the controller; or
- f) Processing of personal data is required for the purpose of legitimate interests of the controller or a third party, excluding the cases in which the interests or rights of the data subject that require protection of personal data override the interest of the controller, especially in the cases where the data subject is a child;

such a legal ground does not apply to the processing of personal data by public authorities within the performance of their obligations. The company processes personal data in the manner that ensures that the processing and registration of such data is adequate, relevant, and limited to the necessary extent only, as determined by the purpose for which it is processed.

TEMPLATE FORM FOR A WITHDRAWAL FROM THE AGREEMENT

(Fill out and send this form only if you wish to withdraw from the agreement.)

Addressee: KÚPELE VYŠNÉ RUŽBACHY, a.s., Vyšné Ružbachy 48, 065 02

I/We hereby inform you that I/we withdraw from the agreement on these goods/the agreement on the provision of this service* _____

Order date/receipt date* _____

First name and surname of the consumer(s)* _____

Address(es) of the consumer(s)* _____

Signature of the consumer(s)* (only if this form is submitted in the printed form)

Date: _____

**Cross out the inapplicable*
