

General Terms and Conditions - Zuckmann Villa Ltd.

General Terms and Conditions governing the provision of services in facilities operated by the company

Zuckmann Villa Ltd.,

with registered office at Šoltésovej 14, 811 08 Bratislava - district Staré Mesto,

Company ID: 45304572, a company registered in the Commercial Register of the District Court Bratislava I,

Section: Sro, Insert Number: 61980/B

Tel: +421948446766

Email: info@zuckmann.sk

(hereinafter referred to as the "GTC")

I. Introductory Provisions

1.1 The company Zuckmann Villa Ltd., with registered office at Šoltésovej 14, 811 08 Bratislava - district Staré

Mesto, Company ID: 45304572, registered in the Commercial Register of the District Court Bratislava I, Section: Sro,

Insert Number: 61980/B (hereinafter referred to as the "provider"), provides services to interested members of the public

(hereinafter referred to as "client"), the subject of which includes accommodation, catering, recuperative

and regenerative procedures, and other related services.

1.2 These GTC regulate the legal relationships arising between the provider and clients (hereinafter collectively

referred to as the "contracting parties") in the provision of services by the provider to clients. In the event

of the conclusion of another agreement between the contracting parties that deals with some issues governed

by these GTC in a different manner, such agreement shall take precedence over the provisions of the GTC.

II. Establishment and subject of contractual relationship

2.1 The contractual relationship (contract) between the parties is established:

2.1.1 By concluding a written contract;

2.1.2 By executing a personal, written, telephonic, fax, email, or online order

by the client (hereinafter referred to as "order") and its confirmation by the provider;

2.1.3 By purchasing a gift voucher issued by the provider entitling a specific or undetermined person to avail the services specified in such gift voucher, for the duration of the gift voucher's validity (hereinafter referred to as the "gift voucher");

2.1.4 By redeeming a gift voucher issued by the provider and confirming the date of its utilization by the provider.

2.2 Confirmation of an order means:

2.2.1 Automatic confirmation of the order by sending an automatic electronic message through a system enabling remote ordering (hereinafter referred to as the "reservation system");

2.2.2 Written confirmation of the order by the provider's employee via email, post, or in person;

2.2.3 Written confirmation of the date of utilizing the gift voucher by the provider's employee via email, post, or in person.

2.3 The subject of the contractual relationship shall mean:

2.3.1 Agreement on the scope of ordered and provided services,

2.3.2 Agreement on the price for the provided services,

2.3.3 Agreement on other conditions of the provided services.

2.4 The contractual relationship that has arisen between the contracting parties through any of the means

mentioned in clause 2.1 is legally binding on the parties; the provider is obliged to provide the client with the services ordered,

and the client is obliged to pay the price for the services ordered from the provider.

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III. Payment Terms

3.1 Confirmed and unconfirmed service orders can be settled by:

3.1.1 In cash in person;

3.1.2 By personal payment card in person;

3.1.3 By transferring financial funds to the provider's account;

3.1.4 By remote payment methods (via a payment gateway), either by payment card or similar electronic payment methods (e.g. Google Pay, Apple Pay, etc.).

3.2 Payment made by the client via a transfer of financial funds to the provider's account is considered settled at the moment the payment is credited to the provider's account.

3.3 Payment made by the client before the provider confirms the order is considered an advance payment provided for future service utilization.

3.4 After confirmation of the order by the provider, payment made by the client before order confirmation

is considered a payment towards the ordered services.

3.5 If the client chooses to pay for the ordered services using remote payment methods, the provider

is authorized to pre-authorize - block financial funds on the respective payment instrument corresponding to the ordered services. These blocked financial funds can only be collected upon the provision of the ordered service.

3.6 In the case where the service provided involves accommodation, the client, in addition to the service

price, is obliged to pay the accommodation tax calculated in accordance with the

Publicly Binding Regulation of the city of Piešťany no. 17/2022 dated December 12, 2022.

3.7 In the case of purchasing a gift voucher, it is noted that payment for the purchased gift voucher

cannot be refunded to the client considering the anticipated allocation of space and provider staff,

nor can any other compensation be provided for it. This also applies if the gift voucher is not utilized within its validity period.

IV. Rights and Obligations of Contracting Parties

4.1 The client has the right to:

4.1.1 Utilize the services ordered and confirmed by the provider;

4.1.2 Order additional available supplementary services from the provider;

4.1.3 Be informed about the processing conditions of their personal data (information on data processing conditions is provided as an attachment to these General Terms and Conditions);

4.1.4 Access alternative dispute resolution mechanisms (information on the options and conditions

for resolving disputes through alternative dispute resolution systems is provided as an attachment to these

General Terms and Conditions);

4.1.5 Withdraw from the contract without stating a reason within 14 days of its conclusion if the contract

was concluded remotely (notice of the consumer's right to withdraw from the contract and a withdrawal form are provided as an attachment to these General Terms and Conditions);

4.1.6 Withdraw from the contract even after the deadline in the previous point of the GTC, however,

under the conditions specified in Article V. of these GTC;

4.2 The client is obliged to:

4.2.1 Adhere to the accommodation regulations;

4.2.2 Utilize the services in accordance with the established conditions of their provision;

4.2.3 Promptly reject the provision of a service in case they have listed contraindications;

4.2.4 Compensate the provider for any damages incurred due to the client's breach of their obligations;

4.2.5 Comply with the generally applicable legal regulations in force in the territory of the Slovak Republic.

4.2.6 In case of breaching their obligations, the client is obliged to discontinue the use of services at the provider's request, without the entitlement to financial or other compensation.

4.3 The provider has the right to:

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4.3.1 Demand payment for the services ordered by the client and confirmed by the provider;

4.3.2 Refuse to confirm the order and provide the service if the client does not provide necessary information;

4.3.3 Commence providing services to the client before the expiration of the withdrawal period from the contract;

4.3.4 Claim compensation for damages for which the client is liable due to breach of their obligations;

4.3.5 Unilaterally amend these GTC.

4.4 The provider is obliged to:

4.4.1 Provide the client with the ordered and confirmed services;

4.4.2 Provide services in a non-discriminatory manner;

4.4.3 Fulfill legal information obligations towards the client.

V. Cancellation Policies

5.1 After the period stated in Article 4.1.5 has expired, the client may cancel the service order (excluding gift vouchers) without providing a reason, under the following conditions:

5.1.1 Cancellation of the service order more than 7 calendar days before the scheduled service date: no cancellation fee;

5.1.2 Cancellation of the service order on the seventh day before the scheduled service date or within 7 days but more than 24 hours before the scheduled service date: the client is required to pay a cancellation fee of 50% of the price of the ordered services;

5.1.3 Cancellation of the service order within less than 24 hours before the scheduled service date: the client is required to pay a cancellation fee of 100% of the price of the ordered services.

VI. Provision of Services Before the Expiry of the Withdrawal Period

6.1 By agreeing to these Terms and Conditions, the client expressly agrees to the commencement of the service provision before the expiry of the withdrawal period.

6.2 By agreeing to these Terms and Conditions, the client declares that they have been duly informed that by agreeing to the commencement of the service provision before the expiry of the withdrawal period, they lose the right to withdraw from the contract within 14 days without providing a reason upon complete provision of the service.

Attachments:

Appendix No. 1: Information on Personal Data Processing Conditions

Sample Contract Withdrawal Form

Appendix No. 2: Information on the Possibility and Conditions of Dispute Resolution through Alternative Dispute Resolution Systems

Appendix No. 3: Instruction on the Consumer's Right to Withdraw from the Contract

Appendix No. 4: Contract Withdrawal Form

Appendix No. 5: Complaint Procedure

Appendix No. 6: Accommodation Rules

These Terms and Conditions come into effect on January 1, 2023.

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Appendix No. 1

Information on Personal Data Processing Conditions

Pursuant to Articles 13 and 14 of the General Data Protection Regulation (EU) No. 2016/679 (GDPR)

Controller:

The client's personal data is processed by Zuckmann Villa s.r.o.,
with its registered office at Šoltésvej 14, 811 08 Bratislava, ID No.: 45304572

Purposes of Processing:

The controller processes the client's personal data for the following purposes:

Contract fulfillment

Proof of providing information about contraindications for clients (name, surname, address, email, signature)

Direct marketing of services provided by the controller

Protection of the controller's property and the property of other clients (visual images and recordings of the client - movement in public areas of the building)

Legal Basis for Processing:

Personal data processing is carried out without the client's consent, based on the following legal grounds:

Contract fulfillment and pre-contractual measures (Article 6(1)(b) GDPR),

Legitimate interests pursued by the controller (Article 6(1)(f) GDPR)

Providing personal data to the controller for the purpose of contract fulfillment is mandatory; if the client does not provide the controller with the required personal data to the extent of name, surname, and address, the contractual relationship, and thus the provision of the relevant wellness service, cannot occur.

Legitimate Interest of the Controller in Data Processing and Categories of Personal Data Not Obtained from the Data Subject:

The controller processes visual images and recordings from the camera system installed in the common areas of the controller's premises (common corridors, staircases, and reception) for the purpose of protecting the property of the controller and other clients.

Data Retention Period:

The controller retains the client's personal data only for the period necessary to fulfill the above-mentioned purpose, at least for the period during which the client may claim damages, unless specific legal regulations prescribe a different retention period. The retention period for visual images and recordings is 24 hours, longer particularly if the recordings need to be used in criminal proceedings or for another legitimate interest of the controller, and only for the necessary period.

Recipients of Personal Data:

The controller does not disclose clients' personal data to any other recipients.

Rights of the Data Subject:

The client has the rights of the data subject under Articles 15 et seq. of the GDPR, including:

The right to access personal data (provision of a copy of personal data) and information on the conditions of personal data processing as specified in Article 15 of the GDPR;

In the case of incorrect or incomplete personal data, the right to request correction or supplementation;

The right to erase personal data for reasons stated in Article 17 of the GDPR;

The right to restrict the processing of personal data in cases specified in Article 18 of the GDPR;

The right to data portability to another controller;

The right to object to the processing of their personal data based on the legitimate interests of the controller.

The client can exercise these rights by sending a written request to the controller at the registered address: Zuckmann Villa s.r.o., Šoltésovej 14, 811 08 Bratislava, or by email at: info@zuckmann.sk.

The client also has the right to file a complaint with the Office for Personal Data Protection of the Slovak Republic if they believe that the processing of their personal data is in violation of the GDPR.

Appendix No. 2

Information on the Possibility of Contacting an Alternative Dispute Resolution Entity in Cases Provided by Law No. 391/2015 Coll.

In accordance with the provisions of § 10a (1)(k) of Act No. 250/2007 Coll., as amended, and § 3 (1)(t) of Act No. 102/2014 Coll., as amended, Zuckmann Villa s.r.o. hereby informs consumers that they have the option, in cases and under conditions specified in the relevant provisions of Act No. 391/2015 Coll. on Alternative Consumer Dispute Resolution and on Amendments and Supplements to Certain Acts (hereinafter referred to as the "ADR Act"), to contact alternative dispute resolution entities to amicably resolve a dispute between Zuckmann Villa s.r.o. and the consumer arising from a consumer contract concluded between them or from another situation where the consumer believes that Zuckmann Villa s.r.o. has violated their consumer rights.

The entity for alternative dispute resolution in matters related to the provision of goods and/or services by Zuckmann Villa s.r.o. is the Slovak Trade Inspection. Other entities for alternative dispute resolution are legally authorized entities registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic.

The consumer has the right to submit a proposal for the commencement of alternative dispute resolution to an alternative dispute resolution entity if they have addressed Zuckmann Villa s.r.o. with a request for remedy due to dissatisfaction with the handling of their complaint or because they believe that Zuckmann Villa s.r.o. has violated their rights, and Zuckmann Villa s.r.o. has responded to this request by rejecting it or has not responded within 30 days from the date of its dispatch.

In cases of disputes related to contracts concluded at a distance and contracts concluded outside the premises of Zuckmann Villa s.r.o. (or its representatives), the consumer is also entitled to submit a proposal for the commencement of alternative dispute resolution through the European Online Dispute Resolution platform at www.ec.europa.eu/consumers or at www.ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=SK.

Submitting a proposal for ADR does not affect the possibility of going to court. If multiple ADR entities are competent to resolve the dispute, the consumer has the right to choose which one to submit the proposal to. The proposal can be submitted in written form, electronic form, or orally in the record, for example, through a form available on the website of the Ministry of Economy of the Slovak Republic and each ADR entity. Alternative dispute resolution is free of charge for the consumer.

Appendix No. 3

INSTRUCTIONS ON THE EXERCISE OF THE CONSUMER'S RIGHT TO WITHDRAW FROM THE CONTRACT

Right to Withdraw from the Contract

You have the right to withdraw from this contract without giving any reason within 14 days.

The withdrawal period will expire 14 days after the contract is concluded according to the General Terms and Conditions.

To exercise the right to withdraw from the contract, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post, fax, or email) at the addresses provided in the General Terms and Conditions. You may use the sample withdrawal form attached to the General Terms and Conditions.

The withdrawal period is preserved if you send your communication concerning your exercise of the right to withdraw before the withdrawal period has expired.

Consequences of Withdrawal from the Contract

Upon withdrawal from the contract, we will refund all payments received from you related to the contract, particularly the price for the ordered services. The refund will be made without undue delay and no later than 14 days from the day we receive your notice of withdrawal from this contract. The refund will be made using the same means of payment you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such a refund.

If you requested the commencement of the provision of services during the withdrawal period, you are required to pay us an amount proportional to what has been provided until the moment you informed us of your decision to withdraw from this contract.

Appendix No. 4

SAMPLE WITHDRAWAL FORM

(Complete and send this form only if you wish to withdraw from the contract)

– To: [The Seller will insert their name, surname, and address of the place of business if it is a natural person who is an entrepreneur, business name, and registered office or place of business if it is a legal entity, as well as fax number and email address if applicable]:

– I/We* hereby give notice that I/We* withdraw from my/our* contract for the sale of the following goods/for the provision of the following service* :

– Date of order/Date of receipt*

– Name of consumer(s)

– Address of consumer(s)

– Signature of consumer(s) (only if this form is notified on paper)

– Date