

IC HOTELS a.s.

Malletova 1141, 190 00 Praha 9, TELEPHONE 00420 296 786 350, FAX 00420 296 786 348
Company registered in the Commercial Register maintained with the Municipal Court in Prague, section B insert 8045
Company ID number: 267 45 445, Tax ID number: CZ267 45 445

GENERAL TERMS AND CONDITIONS

WELLNESS HOTEL STEP****
Malletova 1141/4, 190 00 Praha 9

SPORTCENTRUM STEP
Malletova 2350, 190 00 Praha 9

Preamble

The subject-matter of the General Terms and Conditions of IC HOTELS a.s. is the regulation of orders and acceptance of the orders of, in particular, accommodation, congress, sports and related services and the regulation of the conditions of their implementation in WELLNESS HOTEL STEP**** and SPORTCENTRE STEP (hereinafter referred to as "GTC").

For the purpose of these GTC:

- IC HOTELS a.s. is also referred to as "the Company" or "the Provider"
- "Client" or "Customer" means both an individual client (guest) and a person providing services for third parties
- accommodation, congress, catering, sports and related services are also referred to as "the Services"
- a written agreement containing the essential elements laid down by the legal regulations is considered to be a concluded contract, whereby fax or electronic communication is also considered as a written form
- Act No 89/2012 Sb., Civil Code, as amended, is referred to as the "Civil Code".

The GTC form an integral part of all pre-contractual arrangements and concluded contracts relating to the implementation of, in particular, accommodation, congress, sports and related services of the Company, including standardized contracts of the Company (such as a service contract).

In case of conflict between the provisions of the Company's contracts, including the standardized contracts, and the provisions of the GTC, the provisions of such contracts shall prevail over the provisions of the GTC.

The GTC shall become part of the pre-contractual arrangements at the moment of commencement of such negotiations between the Company and the Client and part of the contracts at the moment of their conclusion.

If, as part of the pre-contractual negotiations, the Company's offer to conclude the contract is accepted by the Client with any addendum or variation, including an addendum or variation that does not substantially alter the content of the offer to conclude the contract, the Company excludes the acceptance of such offer with the addendum or variation and the conclusion of such contract in accordance with Section 1740(3) of the Civil Code.

Any other terms and conditions or similar documents not expressly referred to in the Contract are not part of the conclusion of the Contract and shall not apply to the contractual relationship between the Company and the Client.

Article I.

Pre-contractual arrangement and conclusion of the Contract

1. Pre-contractual arrangement include ordering the Services, negotiating their terms and conditions and confirmation of final order by the Company.
2. Orders of Services must be made in writing and it must be clear therefrom who is making them and what their subject-matter is (type of Services, dates, prices, etc.). Orders can be made by phone, email, via the Company's website, through the online booking system or personally at the reception of the Wellness Hotel Step.
3. The negotiation of the terms and conditions is a communication between the Client and the Company and is therefore not considered as an offer with an addendum or variation pursuant to Section 1731 et seq. of the Civil Code.
4. By confirming the order (in particular by signing the order, email confirmation, automatic confirmation generated by the respective online booking system), the Company agrees to provide the ordered Services within the agreed scope and the Contract is concluded at this moment. Individual terms may be stipulated.
5. If additional Services are ordered by the Client or a person authorized thereby/a representative thereof, both the Company and the Client are obliged to proceed in accordance with this Article. The Company undertakes

to make every effort to provide the additional Services requested, but does not guarantee their provision.

6. Upon conclusion of the Contract, the Company is obliged to provide the Client with the Services specified in the Contract and the Client is obliged to accept these Services and pay the agreed price to the Company.

Article II. Vouchers

1. The Company's Services may be paid for using vouchers issued by the Company, which can be purchased on the Company's website (wellness-hotel-step.cz). A voucher is a document issued by the Company in electronic or paper form which entitles its holder to use the Services listed on the voucher (accommodation vouchers) or to pay for Services through the voucher of a certain nominal value (value vouchers).
2. The purchase contract with the Client is concluded at the moment of payment of the full voucher price via the payment gateway on the Company's website. The Client shall receive the voucher to the specified email address in PDF format (in case of electronic delivery option) or by post to the specified postal address. At the same time, they shall receive a confirmation of payment. If the Client has chosen to receive the voucher by post, the cost of postal charges (ordinary postage) is added to the voucher price.
3. The Client shall book the Service provision (date of the Service provision) via email at obchod@hotelstep.cz. The unique voucher code, which is an integral part of each voucher, must be included in the order.
4. The voucher can be used generally within 12 months of the date of purchase, the specific expiry date of the voucher is indicated on the voucher. After the expiry of the specified date, the voucher expires without refund.
5. The voucher can only be used once, the unused balance of the voucher expires and cannot be transferred to another stay or other Services. The voucher cannot be used to purchase gift certificates or other vouchers. The voucher cannot be exchanged for money. The voucher is transferable.
6. The voucher cannot be used to pay for local charges arising from the stay or to pay for other Services/products/fees that are not explicitly indicated on the voucher as part of the package (such as fee for a pet in the room, transfer to the hotel, etc.). These fees and Services shall be paid separately by the Client upon arrival.
7. If the Client is a consumer, he/she has the right to withdraw from the purchase contract concluded by distance communication means within 14 calendar days from the delivery of the voucher, without giving any reason. Sending the withdrawal before the expiry of the time limit is sufficient to meet the time limit. To withdraw, the Client can use the form on the Company's website. It is not possible to withdraw from the Contract if the voucher has already been redeemed (the Client has used the Services on the basis of the voucher). By agreeing to the General Terms and Conditions before purchasing the voucher, the Client agrees to the provision of Services on the basis of the purchased voucher even before the expiry of the purchase contract withdrawal period.

Article III. Payment terms

1. The Client shall pay the price for the Services according to the terms agreed in the Contract.
2. If the Company requires an advance payment for the ordered Services, the Client is obliged to pay the advance payment to the Company in the amount and by the due date specified in the Contract; payment of the advance payment shall mean crediting the relevant amount to the Company's bank account, unless otherwise agreed. If the advance payment is not duly paid by the Client, the Company reserves the right to cancel the confirmed order. Such cancellation shall be considered as cancellation made by the Client and the Company shall be entitled to require the Client to pay cancellation fees in accordance with Article IV. of the GTC.
3. The Client undertakes to reimburse the tax document for the Services provided (the invoice) within the due date indicated therein; unless otherwise agreed, the due date is 14 days from its issue. Any irregularities in the tax document (the invoice) must be claimed by the Client in writing within 5 days of receipt, but no later than the due date of the tax document (the invoice). In case the Company accepts the claim of the tax document (the invoice) as justified, the due date of the tax document (the invoice) in question is suspended and the amount indicated in the claimed tax document (the invoice) will be due within the due date indicated in the rectified tax document (the invoice). In case of a claimed tax document (the invoice) where the Company finds the claim to be unjustified, the amount in question shall be due on the due date indicated on the claimed tax document (the invoice).
4. Payment is deemed to be made at the moment it is credited to the Company's bank account indicated on the tax document (the invoice), unless otherwise agreed.
5. In case of the Client's delay in payment for the Services provided, the Company shall be entitled to demand

from the Client, in addition to payment of the amount due, interest on the late payment at the rate of 0.5 % of the amount due for each initiated day of delay commencing on the first day following the due date of the tax document (the invoice) until payment.

6. The Company reserves the right to apply any payment made by the Client to settle its oldest overdue claim(s) against the Client.
7. All payments shall be made in the currency corresponding to the currency specified in the Contract. The prices in EUR shall be calculated at the current exchange rate set by the CNB valid on the date of provision of the Service.

Article III.a

Payment in cryptocurrency - Bitcoin and Litecoin

1. The Client may use Bitcoin or Litecoin as a payment method. Conversion to Bitcoin or Litecoin cryptocurrency shall take place at the moment the Client chooses this payment method. A service charge will be added to the converted amount.
2. In case the payment is not carried out (not made by the Client) within 90 minutes of the submission of the documents (QR code) for payment, the price set in Bitcoin or Litecoin is considered as invalid and a new conversion must take place. In case the payment made in Bitcoin or Litecoin is not confirmed (fully verified) within 12 hours of the submission of the payment documents, the payment shall be deemed invalid and the Client shall be obliged to pay the amount in question otherwise.
3. As a Client paying with Bitcoin, Litecoin, you acknowledge the risks associated with payment with the virtual currency of Bitcoin, Litecoin, in particular the significant volatility of the exchange rate of Bitcoin, Litecoin. The price of the Services quoted in Czech crowns is deemed to be determining. Therefore, in the event of your withdrawal from the Contract, you may be refunded a smaller amount of virtual currency Bitcoin, Litecoin than the amount of virtual currency debited from your account in virtual currency Bitcoin, Litecoin paid as the price for the Service. The amount of Bitcoin, Litecoin virtual currency that will be refunded to you will be determined depending on the exchange rate.

Article IV.

General cancellation terms

1. Cancellation means cancellation, postponement or modification of a confirmed order.
2. Cancellation must be applied in writing by the Client to the person with whom the terms of the Contract were negotiated, or to the director of the facility.

If the Client cancels the Services ordered and confirmed, the Client is obliged to pay the Company cancellation fees according to the price conditions of the booking or order; the cancellation fees will be calculated from the price for the cancelled Services incl. VAT (hereinafter referred to as the "Cancellation Amount"), specifically:

- in case of notification of the cancellation 36 days or more prior to the agreed first day of Service provision, no cancellation fees are charged,
 - in case of notification of the cancellation between 29 and 35 days inclusive prior to the agreed first day of Service provision, **cancellation fees are 20 % of the Cancellation Amount,**
 - in case of notification of the cancellation between 16 and 28 days inclusive prior to the agreed first day of Service provision, **cancellation fees are 40 % of the Cancellation Amount,**
 - in case of notification of the cancellation between 7 and 15 days inclusive prior to the agreed first day of Service provision, **cancellation fees are 70 % of the Cancellation Amount,**
 - in case of notification of the cancellation between 1 and 6 days inclusive prior to the agreed first day of Service provision, on the first day of Service provision or when the Client fails to appear without cancellation, **cancellation fees are 100 % of the Cancellation Amount,**
4. The cancellation fee will be invoiced to the Client by a tax document (the invoice) with a due date of 14 days. If the cancellation fee is not duly paid, the Client shall be obliged to pay the Company, in addition to the amount corresponding to the cancellation fee, an interest on late payment of 0.5 % of the amount due for each initiated day of delay beginning the first day following the due date of the cancellation fee until its payment.

Article V.

Cancellation terms regarding flexible and guaranteed bookings

Flexible booking

1. In case of flexible bookings, a credit card guarantee is required. The credit card details are to be filled in by the person making the booking.

The payment card provided as a guarantee for the booking of accommodation Services can be pre-authorised for an amount up to the total price of the booking, in order to verify the validity of the card and sufficient funds to cover the cost of the booking. The pre-authorisation is not a final payment and will be released at a time determined by the issuing bank. In the event that it is not possible to pre-authorise the payment card, the prospective customer will be asked to complete the correct payment details. If the prospective customer fails to complete the correct payment details within two hours of the request, the entire booking will be cancelled.

2. Cancellation of the booking must be made at least 48 hours before the expected time of arrival (expected time of arrival is 14:00 hours (2 PM) local time (Prague) on the day of arrival). In case of late booking cancellation or in case of no-show (guest fails to cancel the booking and fails to arrive at the hotel by midnight and fails to inform the Provider of the late arrival), the Provider is entitled to charge the amount of the first night's accommodation as a cancellation fee.

Guaranteed booking

1. In case of guaranteed booking, an advance payment of 100 % of the booking amount is required.
2. In case of cancellation, modification or in case of no-show (guest fails to cancel the booking and fails to arrive at the hotel by midnight and fails to inform the Provider of the late arrival), the total amount of the advance payment will be charged by the Provider as a cancellation fee and no part of the payment will be refunded. The booking is final. By confirming the booking with non-refundable conditions, the Client acknowledges that there is no legal right to a refund, even in the event of a change of plans or force majeure.

Article VI. Service complaint

The complaint regarding the provided Services must be applied in writing by the Client to the person with whom the terms of the Contract were negotiated, or to the director of the facility. The complaint must be submitted immediately after the discovery of the deficiencies in the Services, but no later than on the day following the last day on which the Services in question were provided to the Client. No account will be taken of subsequent complaints.

Article VII. Withdrawal from the Contract

1. Either Contracting Party is entitled to withdraw from the Contract under the conditions and for the reasons provided by the law or the Contract.
2. The Provider shall be entitled to withdraw from the Contract with immediate effect (in whole or in part) if the Client breaches the Contract substantially or breaches any obligation under the Contract repeatedly.
3. The Contracting Parties agree that if the subject-matter of the arrangement is a contract obliging to a continuous/recurrent activity (pursuant to Section 2004(3) of the Civil Code), the Contracting Parties may only withdraw therefrom with effect from that moment onward.

Article VIII. Unreliable taxable person

The Provider represents that as of 1 July 2019, it is not an unreliable taxable person within the meaning of Act no. 235/2004 Sb., on Value Added Tax, as amended. Should the Provider become an unreliable taxable person within the meaning of the aforementioned Act at any time during the term of the Contract, it shall immediately notify the Client of this fact.

Article IX. Jurisdiction

1. All potential disputes arising in connection with the provision of Services by the Company, including related Services of the Company, shall be governed by Czech law and shall be settled in the general court of the Company regardless of the registered office/residence of the Client. The priority is to resolve the disputes amicably.
2. In accordance with Section 14 of Act no. 634/1992 Sb., on Consumer Protection, the Provider hereby informs the consumer of the possibility to submit a proposal for alternative dispute resolution by an alternative dispute resolution entity, which is:

Česká obchodní inspekce (Czech Trade Inspection Authority)
Ústřední inspektorát - oddělení ADR (Central Inspectorate - ADR Department)
Štěpánská 15
120 00 Praha 2
Email: adr@coi.cz
Website: adr.coi.cz

**Article X.
Personal Data Protection**

Personal data obtained in connection with the Provider's activities are processed and stored in accordance with applicable European and Czech legal regulations. More detailed information on the processing of personal data can be found in the Personal Data Processing Policy, which is available on the Provider's website wellness-hotel-step.cz.

**Article XI.
Consent to the receiving of commercial offers**

The Client agrees to the receiving of commercial offers of the Company, which is carried out in accordance with Act no. 480/2004 Sb., on Certain Information Society Services, as amended.

**Article XII.
Force Majeure**

If the Company or the Client is unable to meet the agreed terms and conditions due to force majeure, they shall have the right to withdraw from the Contract without further conditions, unless the Contracting Parties agree otherwise. Force majeure means, in particular, war, mobilization, internal disturbances, confiscation, strike, lockout, damage to the hotel and its facilities as a result of natural disasters or internal disturbances, export and import restrictions, explosions, epidemics, shortages of materials caused by the aforementioned reasons; in the event of force majeure, the Client or the Company shall not be entitled to claim any sanctions or equivalent claims against the Company or the Client. This clause also applies in the event of damage to the hotel due to an accident (water distributor, electrical energy, etc.); in this case, the Company undertakes to offer the Client only alternative accommodation in the accommodation of the same or higher category.

**Article XIII.
Other arrangements**

1. The Contracting Parties acknowledge that the liability of the Company, the Client and the Client's customers is governed by Section 2894 et seq. of the Civil Code. Damage shall be compensated using monetary funds, unless the Contracting Parties agree otherwise. In case the damage is caused by the Client's customers and the customers fail to pay the claimed damage, the Client undertakes to pay the damage.
2. The Company is entitled to collect a refundable deposit payment of EUR 20.00 / CZK 500 per person per stay from guests at the hotel reception upon their arrival, which shall be used to cover any damage caused by the guests, including damage caused by non-payment of self-drawn services (minibars, telephones, etc.). For accommodation with pets, the amount of this refundable deposit payment is EUR 80 / CZK 1500 per person per stay to cover any increased costs of repairing the damage or pollution caused by the pet to the hotel property. The Company undertakes to return the refundable deposit payment, or a part thereof, to the guests upon the departure of the guests and after settlement of any claims under this clause.
3. In case the Client fails to pay for all the Services actually used or Services provided in addition to the original order, the Company shall be entitled to charge the payment for such services to the credit card provided at the time of payment.
4. If the Company considers the actions of the Client or their customers to be a gross violation of the hotel's accommodation regulations, the Company has the right, after discussing the matter with the Client, to terminate the stay of the Client or their customers without compensation, or to charge the Client a contractual penalty up to the amount of the entire refundable deposit payment, if paid, or a lump sum of EUR 50.00/room.

**Article XIV.
Final provisions**

The GTC come into force and effect on 1 June 2021.