

BUSINESS TERMS AND CONDITIONS

BIKE RENT

SUMMER SEASON 2018

1. These general business terms and conditions for the summer season 2018, issued by **Tatry mountain resorts, a. s.**, with its registered office at Demänovská dolina 72, 031 01 Liptovský Mikuláš, Company Number: 31 560 636, registered in the Commercial Register of the District Court Žilina, Section: Sa, Insert no.: 62/L, (the „**TMR Company**“ or the „**Operator**“), shall govern the provision of services – bike rent and accessories (the „**BIKE RENT**“) at resorts operated by TMR Company, specifically at resorts Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Vysoké Tatry – Štrbské Pleso.
2. The TMR shall provide the BIKE RENT service to a customer in accordance with an agreement on business lease of personal property which is concluded between TMR as a lessor and a customer as a lessee. The object of such an agreement shall include the obligation of TMR to enable the customer to temporarily use the bike and/or accessories, according to TMR's offer, in return for a remuneration, and the obligation of a customer to use the bike and/or accessories for an agreed period of time or for a usual purpose, and to pay an agreed remuneration, the rent, for using the bike and/or accessories to the TMR (the „**Rent**“ or the „**Service**“).
3. A bike shall mean a cross bike, specifically men's, ladies' and kid's bike.
4. An accessory shall mean a helmet and a „*bike first aid kit*“.
5. A customer may throughout the summer season 2018, as determined by the Operator, purchase the service concerning the bike rent and/or accessories for prices specified by TMR Company's Price List which is issued for the summer season 2018 and is available on Internet website www.vt.sk and at business premises Tatry Motion which are operated by TMR Company.
6. A customer may purchase the service directly at business premises for renting bikes which are operated by TMR Company. A list of business premises is available on Internet website www.vt.sk and at business premises Tatry Motion. A customer shall receive a cash register receipt for the purchase of service. A customer may pay for the service in cash payment into the cash register or in cashless payment – by payment card or credit card. The Operator shall inform a customer of methods of payment in advance.
7. When purchasing the service, a customer shall be obliged to produce a proof of identification (ID card, passport, driving licence).
8. On the basis of an order, a customer may pick up the bike and/or accessories at the business premises for renting bikes operated by Operator where the bike rent was booked. A takeover protocol for the bike and/or accessories handover and takeover, from the TMR to the customer, shall be drawn up and signed by a TMR's member of staff and a customer. The Operator reserve the right to refuse to hand the bike and/or accessories over to a customer in the event the customer is under the influence of alcohol or other drugs or psychotropic substances at the time of takeover of the bike and/or accessories.
9. Upon the bike and/or accessories handover, a „Rent List“ shall be drawn up with a customer, containing mainly personal details of a customer, description of a bike and/or accessories, place and time of handover, time of rent, details about a deposit. A customer himself shall inspect the bike, its technical dispositions, possibilities, technical limits, terrain use (mainly the local trails, weather and weather forecast, technical difficulties of trails, etc.). Once the customer inspects the bike he/she intends to rent and knows the bike's conditions, a risk of damage for bike and/or accessories shall be born by the customer. If the customer discovers any defects or damage, he/she shall be obliged to immediately inform the Operator at the time of inspection. Any defects that the customer failed to point out at the time of handover shall not be taken into account, except for cases when the customer was not able to identify such defects.
10. At the time of takeover of the bike and/or accessories, the customer shall be obliged to pay a deposit of EUR 20.00/bike to the Operator. In the event of claim for damages or reimbursement of costs on the part of customer, the TMR is entitled to use the deposit for purposes of satisfying its claims against the customer. The TMR shall be entitled to use the deposit for purposes of satisfying the

claims against the customer resulting from or relating to the bike rent and/or accessories by means of a single-sided offset. The TMR shall reimburse the deposit or its unused part back to a customer once the bike and/or accessories are returned duly and on time, and after producing the Rent List and a cash register receipt by the customer.

11. Operator rents the bike and/accessories for a minimum of four (4) hours, where the period of rent of four (4) hours starts from the moment of signing the Rent List by the customer and shall not exceed the end of business hours applicable to the business premises of the Operator on a particular day. The period of rent of one (1) day means a period of rent starting from the moment of signing the Rent List by the customer until the end of business hours applicable to the business premises of the Operator provided that this period exceeds four (4) hours from the beginning of rent.
12. When it comes to a group of 15 persons, a customer may contact a member of staff of Operator and inquire about services and manner of provision of such services.
13. **Children under 15 years of age inclusive may use the services only if accompanied by a person older than 18 years.**
14. **The provision of any discounts due to age or disability is not possible.**
15. The customer must return the bike and/or accessories before the end of the rent period, according to the „place and time of handover“ as stated in the Rent List, and the bike and/or accessories must be in such conditions as at the time of takeover and shall be returned at the place - business premises operated by Operator where the bike and/or accessories were rented. The bike and/or accessories must be returned by customer who received the bike and/or accessories from the Operator in person. If the customer wishes to return the bike and/or accessories after the end of rent period outside the business premises where the bike and/or accessories were handed over to a customer or at other Operator's business premises, such an agreement between the Operator and customer is only possible if operating conditions allow so and provided that the customer notifies the Operator at least one (1) day prior to the beginning of rent. For returning the bike/or accessories outside the TMR business premises, the customer is in this case obliged to pay a fee in the amount as stated in the Operator's Price List. In addition to a fee for returning the bike and/or accessories outside the TMR's business premises and outside the town of Vysoké Tatry or Stará Lesná, a customer shall be charged the sum for driving a vehicle, where the sum shall be determined as the product of the number of kilometres driven from the place of an employee, which is Starý Smokovec 46, Vysoké Tatry, to the place specified by the client, and the compensations per a kilometre of a ride as specified by the operator's Price List. This type of takeover is possible only within the districts of Poprad, Kežmarok, Liptovský Mikuláš provided that the operating conditions of Operator make it possible.
16. An entry in the Rent List (takeover protocol) shall be made concerning the return of bike and/or accessories and shall be signed by customer and Operator's member of staff.
17. If at the time of returning the bike and/or accessories it is discovered that the bike and/or accessories are damaged or if the bike and/or accessories fail to be returned due to loss or theft, the customer shall be obliged to reimburse the Operator the actual damage caused as a result of negligence, destruction, loss or theft and the reimbursement shall be in the amount as specified by Operator's Price List which is valid for the summer season 2018 and available at business premises of Tatry Motion - Bike Rent.
18. If the customer returns the bike and/or accessories after the rental period, he/she shall be obliged to pay the rent until the bike and/or accessories have been returned. Along with the rent, the TMR shall be entitled to claim a payment for delay from the customer in the amount of EUR 1.00 for each ten (10) minutes of delay when it comes to the rental period for four (4) hours, and when it comes to a rental period for one (1) or more days, in the amount as referred to in Regulation of the Government of the Slovak Republic No. 87/1995 Coll. implementing certain provisions of the Civil Code, as amended.
19. **Complaints:**
 - 19.1 The provision of services by TMR company is governed by applicable provisions of Act No. 40/1964 Coll. Civil Code, as amended, in connection with applicable provisions of Act No. 250/2007 Coll. on Consumer Protection and on Amendment to Act of the Slovak National Council No. 372/1990 Coll. on Offences, as amended, and subject to other generally binding legal regulations.
 - 19.2 The customer has the right to the provision of services to the agreed or normal extent, quality and quantity.

- 19.3 The customer may claim the defects of services (a complaint) at the business premises for renting bikes which are operated by TMR and can be found at individual resorts operated by TMR or electronically at an e-mail address reklamacievt@tatrymotion.sk or at a registered office of TMR Company in writing within the period specified by these Business Terms and Conditions.
- 19.4 The customer is obliged to claim the defects of services (a complaint) without undue delay after finding grounds for such a complaint, however, not later than within the end of rental period, otherwise the right to the complaint shall cease. In the event of a written complaint, the time period is deemed met if the written complaint is delivered to TMR company on the first business day after the right to complaint actually arises.
- 19.5 When filing a complaint, the customer is obliged to produce a cash register receipt, Rent List and ID card. Following the examination of the complaint, the Operator shall immediately, or in complex cases within 3 business days, decide how to settle the complaint. The time limit for the settlement of a complaint shall not exceed 30 days from the date of the complaint's submission. For the purposes of the complaint, the customer shall provide their contact details using which the customer shall be informed of the method of handling the complaint, if it is not possible to settle the complaint immediately after its submission. In the settlement of the complaint, the customer is obliged to provide assistance required by the Operator.
- 19.6 If the complaint concerns a defect due to which it is impossible to use the service to the full extent or which substantially restricts the use of service, the customer shall have the right to the change of the bike and/or accessories, repair of defect or a discounted rent.
- 19.7 The Operator reserves the right to individually assess each complaint over the provided services and to assess the legitimacy of the complaint and to assess the provision of reimbursement of travel costs and to choose the method of reimbursement and the reimbursed amount.
- 19.8 If a customer - a consumer as a natural person, upon the conclusion and fulfilment of Consumer agreement does not act within the scope of its business activities, employment or job, is not satisfied with the way Operator as a seller handled the complaint or believes that Operator violated his/her rights, the customer has the right to seek remedies from Operator as a seller. If Operator upon the customer's request under the previous sentence either rejects such request or fails to reply within 30 days from the day of sending the request by customer, the customer has the right to file a proposal on alternative dispute resolution with the entity that is responsible for alternative dispute resolutions pursuant to Section 12 of Act No. 391/2015 Coll. on Alternative resolution of consumer disputes, and on changes and amendment to certain acts. An entity competent to alternatively resolve consumer disputes with Operator as a seller is a) the Slovak Trade Inspection that is possible to contact for the said purpose at Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Prievozská 32, post box 29, 827 99 Bratislava or by e-mail at ars@soi.sk or adr@soi.sk or b) another legal person registered in the list of entities competent to resolve disputes alternatively, maintained by the Ministry of Economy of the Slovak Republic (a list of competent entities is available at <http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebiteľských-sporov/146987s>), where the customer can choose which entity to address for the purposes of alternative dispute resolution. A customer may file a proposal for alternative resolution of his/her dispute through on-line platform available at http://ec.europa.eu/consumers/odr/index_en.htm. For more information concerning the alternative resolution of consumer dispute, visit website of Slovak Commercial Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebiteľských-sporov.soi>.
20. **Failure to use services for subjective reasons on the part of a customer:**
- 20.1 If the customer does not use services, however, before using the service just partially, he/she shall be entitled to a full reimbursement of rent.
- 20.2 If the customer does not use services, however, after using the service just partially, he/she shall not be entitled to any financial or non-financial reimbursement or compensation.
- 20.3 In exceptional cases, the customer may ask the Operator to cancel the service that he/she booked **on the grounds of long-term illness, injury or other serious illness**. The customer must produce a certificate of injury, illness or a document proving any serious

illness without undue delay. The Operator reserves the right to individually assess each such case and to determine the legitimacy of the customer's request. In the event a serious circumstance preventing the use of service occurs during the use of such services, the **only** possible procedure to follow is the procedure under this Section.

21. Protection of personal data and privacy

- 21.1 The Operator processes personal data in compliance with generally binding legal regulations of the Slovak Republic, in particular in compliance with the Act No. 18/2018 Coll. on Protection of personal data (the „Act“).
 - 21.2 The Operator shall process personal data of persons concerned for the purposes of registration, sale, rent and service of bikes and/or accessories and of provision of services related to bike and/or accessories rentals at resort and business premises operated by TMR Company.
 - 21.3 The personal data shall be processed for the period as necessary, however, not longer than three (3) years from the collection of such data. If the customer is a member of the GOPASS loyalty program (www.gopass.sk), personal data shall be processed as long as the membership lasts.
 - 21.4 The Operator processes personal data on a legal basis as arising out of an agreement under which the customer is a party to such an agreement and on a legal basis concerning the legitimate interest of Operator (e.g. correct setting of the bike as for the height and weight of a person concerned) without the concerned person's consent.
 - 21.5 The scope of personal data to be processed depends on the data which are required for purposes of the „Rented equipment” form (name and surname, passport number and address where a client stays, in the event the customer is a citizen of the Slovak Republic, an ID card number and permanent residence, signature of a person concerned) and shall be limited to the necessary minimum so it is possible to provide for the processing of personal data.
 - 21.6 The persons concerned must provide up-to-date and correct data.
 - 21.7 The Operator shall protect the provided personal data against unauthorized use and shall refrain from carrying out operations that would result in disclosure of the obtained personal data or otherwise make them available to unauthorized persons. The Operator undertakes not to disclose the obtained personal data to third parties or any other beneficiaries, except where justified by law.
 - 21.8 In the processing of personal data, the Operator shall in compliance with the legal regulations of the Slovak Republic take all measures and carry out all operations in order to duly and timely inform the concerned persons of their rights arising out of legal regulations of the Slovak Republic and in accordance with European legislation and binding international treaties and conventions For more information visit the Operator's Internet website www.tmr.sk , Information obligations Customers.
 - 21.9 The customer's personal data shall not be the subject of automated decision-making and profile-making (provided that the customer has not consented to processing his/her personal data for marketing purposes) and shall not be transmitted to third countries. The customer's personal data shall not be provided to other operators who are joint operators of the GOPASS loyalty program (www.gopass.sk).
 - 21.10 With regard to the personal data, the customer - a concerned person - shall have the following rights: (i) to request the access to personal data, (ii) to the correction of personal data, (iii) to the deletion of personal data, (iv) to the restriction of processing personal data, (v) to object against the processing of personal data, (vi) to the accuracy of personal data, (vii) to file a complaint with the Protection of Personal Data Authority, a competent audit authority.
 - 21.11 To receive any other information concerning the protection and processing of personal data by the Operator, contact the following privacy@tmr.sk. For more information, a customer may visit Operator's Internet website www.tmr.sk.
- 22.** By purchasing and using services, the customer undertakes to observe instruction given by authorized members of staff of Operator, these business terms and conditions, operating instruction BIKE RENT – bike rentals, another business terms and conditions of Operator, as well as generally binding legal regulations related to the movement and behaviour of persons present at mountain resorts and to the traffic on roads, and when it comes to national parks, also Instructions for Visitors

of national parks. By purchasing and using services, the customer declares that he/she is aware of any rules under the previous sentence and takes due note of thereof.

23. These business terms and conditions shall come into force and effect on 2018 and shall be valid throughout the summer season 2018. These business terms and conditions apply to the provision of services - bike rental. If provisions of these business terms and conditions contain a regulation that differs from general business terms and conditions of Operator, the provisions of these business terms and conditions shall prevail and take precedence over the provisions of general business terms and conditions. To the extent in which the provisions of these Business Terms and Conditions differ from the provisions of General Business Terms and Conditions, the provisions of these Business Terms and Conditions shall be decisive.