

General business conditions

trading company **Hauzi.com, s. r. o.**, ID number: 36 844 985

TIN: 2022463245, VAT number: SK2022463245

with registered office 841 06 Bratislava - district Záhorská Bystrica, Slivkový sad 12

Business Register of the Municipal Court Bratislava III, section: Sro, insert number: 48311/B

I. Introductory provisions

1. These general terms and conditions (hereinafter referred to as "**GTC**") govern the rights and obligations related to the use of the web portal www.hauzi.sk (hereinafter referred to as "**web portal**"), namely the rights and obligations of the operator, provider and customer resulting from the use of the web portal.
2. **Operator** is Hauzi.com, s. r. o., IČO: 36 844 985, VAT number: 2022463245, VAT number: SK2022463245, with registered office in 841 06 Bratislava - Záhorská Bystrica district, Slivkový sad 12, registered in the Commercial Register of the Municipal Court Bratislava III, section: Sro, insert number: 48311/B, contact telephone number: 0948 796 844, e-mail address: info@hauzi.sk (hereinafter referred to as "**operator**").
3. **Provider** or **dealer** is a natural person or legal entity that enters into an intermediary agreement with the operator of the web portal, and that provides accommodation services and related services (hereinafter referred to as "**accommodation services**") in accommodation facilities that are published on the web portal (hereinafter referred to as "**provider**").
4. **Customer** is a natural or legal person who, through a web portal, concludes a contract for the provision of services with a provider, which mainly consists in the provision of accommodation services and related services. A customer is also a consumer (hereinafter referred to as "**customer**").
5. **Consumer** is a customer who is a natural person and who, when concluding the Contract for the provision of services, does not act within the scope of his business or business activity (hereinafter referred to as "**consumer**"). The consumer acknowledges that the contract for the provision of services is a contract concluded at a distance, i.e. a contract between the provider and the consumer agreed and concluded exclusively through the means of remote communication without the simultaneous physical presence of the contractual parties, namely by using the web portal. The consumer agrees to conclude the contract for the provision of services using the means of remote communication.
6. **Agreement on the provision of services** (hereinafter referred to as "**Contract**") is a contract concluded between the provider and the customer through the web portal, the subject of which is the provider's obligation to provide the customer with accommodation services and related services for an agreed period of time and/or to enable the use of the premises of the accommodation facility. The contract is concluded on the day of confirmation of the order/reservation (Article III. point 6 of these GTC). The contract, i.e. the contractual relationship between the provider and the customer lasts for the duration of the

rights and obligations of the provider and the customer from it The rights and obligations of the operator arising from these GTC last for the duration of the Agreement.

7. **Accommodation** is a property that is mainly used for the provision of accommodation services (for recreational purposes) and is operated by the provider. A more detailed description of accommodation facilities is provided on the web portal.
8. **Offer** is a set of accommodation services and other related services offered by the provider on the web portal, including the price for their provision (hereinafter referred to as "**offer**").
9. **Stay** is the selection of a specific accommodation facility and the demarcation of the start and end dates for the use of accommodation and related services (hereinafter referred to as "**stay**").

The operator allows providers to have the opportunity to conclude a contract with customers through the web portal, i.e. mediates the conclusion of the Contract with the customer by the providers. The supplier of accommodation services based on the Agreement is the provider. The provider of accommodation services is precisely identified in the offer of accommodation services published on the web portal, as well as the price for the relevant accommodation services.

The operator informs the customer that, in addition to the model described in these GTC, the customer can also conclude a contract directly with the provider.

In the event that the customer is a person with a registered office, place of business or residence outside the territory of the Slovak Republic, the legal relationship between the contracting parties is governed by the legal order of the Slovak Republic. In accordance with Article 6 point 2. Regulation of the European Parliament and Council (EC) no. 593/2008 of June 17, 2008 on the applicable law for contractual obligations (Rome I), the customer who is a consumer is not deprived of the protection afforded to him by such provisions that cannot be deviated from by agreement according to the law, which in the absence of a choice of law according to this point of the General Terms and Conditions would be based on point 1 of article 6 of Regulation of the European Parliament and of the Council (EC) no. 593/2008 of June 17, 2008 on the applicable law for contractual obligations (Rome I) is applicable.

These General Terms and Conditions are drawn up in the Slovak language. By sending an order, a customer who is a consumer residing outside the territory of the Slovak Republic declares that he agrees that he has been provided with information, or documents in the Slovak language and declares that this language is comprehensible to him.

The operator is not bound by any code of conduct.

These GTC are an integral part of the Agreement.

By completing and sending the order/reservation in accordance with these GTC, the customer confirms that he has read these GTC before concluding the Agreement, understands them, expressly agrees with them and they are binding on him.

II. Legal status of the operator

1. The operator mediates the conclusion of the Agreement. The operator develops activities aimed at the provider having the opportunity to conclude a contract with the customer, while the customer is obliged to pay the provider the agreed price stated in the offer for these accommodation services. The provider is the provider of accommodation services.

2. The rights and obligations of the operator related to the Agreement are listed below in these GTC.

III. **Order/reservation of accommodation services**

1. Order (hereinafter referred to as "**reservation**") of accommodation services can be made by the customer via the electronic reservation form on the web portal, by e-mail to: info@hauzi.sk, or by phone at the telephone number: 0948 796 844. The customer can also use a recreation voucher to reserve accommodation services.
2. A reservation made by any of the methods according to the previous point of this article of the General Terms and Conditions represents a binding expression of the customer's will to conclude a contract with the provider. The order must contain at least the following customer data

(in the case of an electronic reservation form, they are marked with *):

- first and last name, contact telephone number and e-mail address of the customer,
 - indication of the start and end date of the stay at a specific accommodation facility,
 - number of persons in individual age categories, i.e. number of adults, number of children, indicating their age on the day of departure.
1. If the order for accommodation services does not contain all mandatory data, it is considered invalid and the provider is not bound by it, or the operator will ask the customer to complete the data, in the manner in which the reservation was made.
 2. The customer can book services in his own name, for himself or for the benefit of a third party.
 3. By creating and sending the order, the customer agrees to the offer that is displayed on the web portal for individual accommodation facilities, including cancellation conditions.
 4. After payment of the agreed price in accordance with point 1 and point 2 of Article IV. of these GTC, the operator will send the order confirmation - confirmation of the conclusion of the Agreement to the customer, by e-mail to the e-mail address specified in the order, together with the cancellation conditions.
 5. The customer can also order accommodation services in the form of a gift voucher - voucher, namely:
 - i. for a specific stay (accommodation) and a specific date,
 - ii. for a specific stay (accommodation facility) and without a date - the date will be open within the validity of the stay, while the date is agreed by the customer directly with a specific provider or
 - iii. for a certain amount, the so-called open voucher; if the customer chooses accommodation for a higher amount than the opened voucher was paid for, he is obliged to pay the difference in price.
 1. Within 48 hours from the day of payment of the price for the gift voucher, the voucher will be issued to the customer and sent to the e-mail address entered during the order/reservation. If the deadline according to the previous sentence falls on a Saturday, Sunday or holiday, the deadline is extended to the next working day. The delivery of the

voucher is considered to be the delivery of an e-mail message to the customer together with an electronic link to download the voucher electronically. Sending the voucher to the customer's e-mail address is free of charge. The conditions for using the voucher are stated directly on the voucher. In the case of a gift voucher according to point 7. (ii) and (iii) of this article of the GTC, its validity is one year from the date of its payment.

2. In the event that the voucher according to point 7. (ii) and (iii) of this article of the General Terms and Conditions is not used before its expiry, the customer is not entitled to any financial or non-financial compensation, nor is he entitled to a refund of the price of the gift voucher or its aliquot part, unless the provider expressly agrees otherwise with the customer. The provider is entitled to ask the customer to submit the gift voucher for inspection when redeeming it.

IV. Price and payment terms

1. By creating and sending the order, the customer agrees to pay the price for the ordered accommodation services in the amount indicated on the web portal (hereinafter referred to as "**agreed price**"). The customer has the obligation to pay the agreed price within 48 hours from the day the order is sent. If the customer does not pay the agreed price within 48 hours from the day the order is sent, the reservation can be cancelled.
2. The price of the offered accommodation services and the scope of the offered accommodation services of the provider when concluding the Agreement via the web portal is indicated for the specific accommodation facility. The prices of accommodation services offered through the web portal are listed including value added tax. The customer agrees to send an electronic invoice. In some cases, the price may be increased by local fees, or other payments that the customer pays directly to the provider.
3. When booking accommodation services, the customer can choose the appropriate method of payment for accommodation services; Payment for accommodation services can be made in one of the following ways:
 - by bank transfer to the operator's account,
 - cashless by payment card through a secure internet payment gateway to the operator's account; online payment by payment card is possible with all the most common types such as Visa, Visa Elektron, MasterCard or Maestro,
 - cashless with credits from the recreation voucher of the companies fpoho, s.r.o., Benefit Plus, s.r.o., Up Déjeuner, s.r.o. and so on.
 - by Apple Pay,
 - by Google Pay.
1. The customer acknowledges that if he chooses the "remember payment card" option when purchasing accommodation services through the web portal, the operator is not the administrator or operator of the data/data on the payment card and these are stored and processed by the bank. In the event that the customer chooses the option "remember payment card" and subsequently the data/data on the payment card is misused, the operator is not responsible for the misuse of data/data on the payment card.
2. In the case of payment for accommodation services by cashless transfer to the operator's bank account, the customer is obliged to mark the cashless payment with a variable symbol,

which is notified to the customer by e-mail to the e-mail address provided by the customer along with other payment data.

3. In case of payment of the accommodation service by non-cash payment with a payment card, the customer proceeds with the payment according to the instructions communicated to him within the relevant internet payment gateway.
4. The customer's obligation to pay the agreed price for accommodation services is fulfilled by crediting the entire agreed price of services to the operator's bank account. The provider is not obliged to provide services to the customer before the agreed price for accommodation services is credited in full to the operator's account.
5. The operator is authorized by the provider to accept payments for accommodation services. Crediting the agreed price for accommodation services to the operator's account fulfills the customer's obligation to pay the agreed price.

V. Rights and obligations of the contracting parties

1. The customer and the provider are obliged to comply with legal regulations when using the web portal, they are obliged to respect the rights of the operator and third parties, especially when handling copyrights and other intellectual property rights.
2. The provider has the right to modify the offer at any time, to change the price list of the provided accommodation services, to change the content of the services included in the price of the accommodation services, as well as to modify the offer and/or the price of gift vouchers. For the avoidance of any doubt, it is stated that a possible change in service prices and/or a change in performance included in gift vouchers does not apply to already concluded Contracts.
3. The customer has the right to provide accommodation services in the agreed quality, or in the prescribed quality according to the categorization of the accommodation facility.
4. The customer is obliged to comply with generally binding legal regulations during his entire stay in the area of accommodation facilities, he is obliged to refrain from behavior that could annoy other customers more than is proportionate to the situation or otherwise seriously threaten the exercise of their rights (e.g. noise, ash, smoke or smells).
5. Both the customer and the provider are obliged to fulfill their obligations arising from the Agreement. When using the accommodation facility, the customer is obliged to follow the provider's instructions, not to cause damage to the accommodation facility or the property of third parties.
6. In the event that the customer concludes a Contract with the provider, and after the customer's arrival at the accommodation facility on the date specified in the reservation, accommodation capacity and/or other services according to the Contract will not be available, the provider is obliged to:
 - i. to find for the customer other suitable accommodation capacities and/or the provision of services of the same quality as the accommodation capacities and/or services that should have been provided according to the Contract and in the same location,
 - ii. provide the customer and other persons with free transport to the place of alternative accommodation capacities and/or the provision of other services according to the Agreement,

- iii. reimburse the customer for all costs incurred in connection with the breach of the Agreement by the provider.
- 1. The customer is obliged to remove from the accommodation facility all objects that the customer brought into the accommodation facility, or the person whom the customer allowed to enter the accommodation facility. If the customer does not fulfill this obligation, the provider is entitled to remove such items from the accommodation facility and store them at the customer's expense, except in cases where the items are perishable or the cost of their storage would exceed the value of such items.
- 2. The customer may not, without the prior written consent of the provider, make any changes to the equipment of the accommodation facility or its layout (in particular, move larger pieces of furniture), carry out modifications or repairs of electrical equipment, or interfere in any other way with the wiring or other installation of the accommodation facility. The customer may only handle the control elements of the accommodation facility's equipment, which are intended for this purpose.
- 3. If there are accommodation rules in the accommodation facility, the customer is obliged to comply with these accommodation rules, in particular the time of arrival and departure to/from the accommodation facility, observe the smoking ban, maintain cleanliness and order, etc.
- 4. The customer is fully responsible for damage to the property of the provider or other customers caused by the customer or by persons to whom accommodation services were provided together with the customer.
- 5. Other rights and obligations of the customer and the provider are governed by the Agreement and the relevant legal regulations of the Slovak Republic as amended.

WE. Claims procedure

- 1. The operator is responsible for defects in the accommodation services provided on the basis of the Agreement.
- 2. In the event that any of the accommodation services is not provided in accordance with the Contract, the law or a special regulation, or if it does not have the characteristics that the customer reasonably expected with regard to the offer and customs, the customer has the right to point out the defects of the accommodation services.
- 3. A defect in the accommodation service is not considered if the customer's expectations were not met, but the service does not suffer from a quality defect (e.g. the premises in which the customer is accommodated appear optically smaller than on the web portal).
- 4. The operator is obliged within a reasonable period of time determined by the customer to make corrections by bringing the service into compliance with the Agreement, with generally binding legal regulations or reasonable expectations of the customer, if this is possible due to the circumstances or if it does not cause the operator disproportionate costs in view of the scope of the violation of the Agreement and the value of the accommodation services concerned.
- 5. If the operator does not carry out the remedy according to point 4 of this article of the GTC, it will offer the customer replacement services, and these replacement services must be:

- of the same or higher quality as agreed in the Contract, without additional costs for the customer;
 - of lower quality than agreed in the Contract, with an offer of a reasonable discount on the price of these services.
1. The customer can refuse replacement services offered by the operator according to point 5 of this article of the General Terms and Conditions, if the replacement services are not comparable to the services agreed in the Contract or the discount offered for services of lower quality is not reasonable. If the customer refuses the provision of replacement services in accordance with the first sentence or cannot accept these replacement services for objective reasons, the customer continues to use the services that are the subject of the notification according to point 2 of this article of the General Terms and Conditions, and the operator will provide the customer with a reasonable discount from the agreed price for the services that were the subject of the notification according to point 2 of this article of the General Terms and Conditions.
 2. If the operator does not carry out the remedy according to point 4 of this article of the General Terms and Conditions or does not provide replacement services according to point 5 of this article of the General Terms and Conditions, the customer may withdraw from the Agreement.
 3. The customer is entitled to make a complaint in writing by registered mail sent to the address of the operator's headquarters or by email to the operator's email address: info@hauzi.sk. If the customer filed a claim with a postal shipment that the operator refused to accept, the shipment is considered delivered on the day of the refusal. The operator will issue the customer with a confirmation of the application of the claim and of the processing of the claim.

Alternative resolution of consumer disputes

1. The consumer has the right to submit a request for correction to the operator if a dispute arises between the consumer and the operator regarding the exercise of rights from liability for defects or if the consumer believes that the operator has violated other rights of the consumer.
2. The consumer has the right to file a proposal to start an alternative dispute resolution (hereinafter referred to as "**proposal**") subject of alternative dispute resolution, if the operator responded negatively to the request according to the previous one or did not respond to it within 30 days from the day it was sent.
3. Alternative dispute resolution is the procedure of the subject of alternative dispute resolution, the goal of which is to reach an amicable resolution of the dispute between the consumer and the operator.
4. The proposal is submitted by the consumer to the relevant body of alternative dispute resolution; the possibility of turning to the court is not affected by this.
5. The subjects of alternative dispute resolution are:
 - **Slovak Trade Inspection**

with registered office 827 99 Bratislava, Bajkalská 21/A, www.soi.sk or

phone: +421 (0) 2/58 27 21 23 or +421 (0) 2/58 27 21 41

- **a legal entity registered in the list of alternative dispute resolution entities**

(the list is available at

www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zo-znam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1

1. The proposal must include:

- consumer's first and last name, delivery address, e-mail address and telephone contact, if any,
- exact designation of the provider,
- a complete and comprehensible description of the decisive facts,
- indication of what the consumer is seeking,
- the date when the consumer contacted the provider through the operator with a request for correction and information that the attempt to resolve the dispute directly with the provider was fruitless,
- statement that the same proposal has not been sent to another entity of alternative dispute resolution in the matter, the court or arbitration court has not decided on the matter, no mediation agreement has been concluded in the matter, nor has the alternative dispute resolution in the matter been completed in accordance with § 20 par. 1 letter a) to e) or letter g) of Act no. 391/2015 Coll. on alternative resolution of consumer disputes and on amendments to certain laws as amended (hereinafter referred to as "**the ARS Act**").

1. Alternative dispute resolution ends on:

- a. concluding an agreement according to § 17 of the ARS Act,
- b. issuing a reasoned opinion according to § 18 of the Act on ARS,
- c. postponement of the proposal according to § 19 of the Act on ARS,
- d. death or declaration of death in the case of a party to the dispute who is a natural person,
- e. dissolution without a legal successor in the case of a party to the dispute that is a legal entity,
- f. deletion of an authorized legal entity from the list,
- g. notification of the party to the dispute on the resolution of the dispute without concluding an agreement according to § 17 of the ARS Act, if the other party, based on the notification according to point 8., has not raised an objection within the period determined by the subject of alternative dispute resolution.

1. Termination of the alternative resolution of the dispute according to point 7. letter d), e) and g) shall notify the subject of alternative dispute resolution immediately to the other party to the dispute in writing together with the reason for which the alternative dispute resolution was terminated.

VII. Withdrawal from the Agreement

1. The consumer is entitled to withdraw from the Agreement without giving a reason within 14 days from the date of its conclusion, i.e. from the date of confirmation of the reservation,

which was sent to the consumer at the e-mail address specified in the reservation (Article III. point 6. GTC). The consumer can exercise the right to withdraw from the contract with the operator in written form, by sending the withdrawal from the contract:

- i. to the address of the operator listed in point 2 of Article I of these GTC or
 - ii. by e-mail to the operator's e-mail address listed in point 2 of Article I of these GTC, or
 - iii. through the form according to point 2 of this article of the General Terms and Conditions.
1. When exercising the consumer's right to withdraw from the contract, the consumer can use the withdrawal form available TU. In the event that the consumer uses the form to exercise the right to withdraw from the Agreement, the operator will provide the consumer with a confirmation of this immediately after receiving the withdrawal.
 2. The deadline for withdrawing from the contract is considered to have been observed if the consumer sends a notice of withdrawal from the contract to the operator no later than the last day of the deadline. In case of doubt about the delivery, the notice of withdrawal from the contract sent to the consumer is deemed to have been delivered after the expiration of the time appropriate for the method of delivery used. The notice of withdrawal from the contract is considered to have been delivered on the day it is sent to the operator, if the postal item, the content of which is the notice of withdrawal from the contract, cannot be delivered to the operator because:
 - i. the addressee refused to accept the shipment,
 - ii. the addressee did not accept the shipment within the collection period and
 - iii. the addressee cannot be identified at the address given on the postal item, and it cannot be sent to another known address, if the addressee has the right to have the postal item re-sent.
 1. If the consumer withdraws from the Agreement, any supplementary agreement related to the Agreement is also canceled from the beginning. After withdrawing from the Contract, all payments made by the consumer based on or in connection with the Contract will be refunded to the consumer without undue delay, no later than 14 days from the date of delivery of the notice of withdrawal from the contract, in the same way that the consumer used for his payment. The consumer can agree with the operator on another method of refunding the payment.
 2. The consumer is not entitled to withdraw from the Contract if the consumer has reserved accommodation services in accordance with Article III. point 7 of these GTC (gift voucher - voucher).
 3. By completing and sending the reservation, the consumer declares that he/she has been properly informed of the fact that by giving consent to start providing the service before the expiration of the withdrawal period from the Contract, he/she loses the right to withdraw from the Contract after the service has been fully provided.
 4. The consumer is not entitled to withdraw from the Agreement if its provision began with the express consent of the consumer and the consumer declared according to the previous point that he was properly informed that by expressing this consent he loses the right to withdraw from the Agreement after the full provision of the service, if the accommodation service has been fully provided.
 5. If the consumer has withdrawn from the Agreement and before the start of the provision of services has given explicit consent to the commencement of the provision of

accommodation services before the expiration of the period for withdrawal from the Agreement, he is obliged to pay the provider only the price for the actually provided performance from the date of delivery of the notice of withdrawal from the Agreement. The price for the actually provided performance is calculated proportionally based on the total price agreed in the Contract.

Cancellation terms

1. The customer can cancel the order (cancel/withdraw from the contract) only until the date indicated on the web portal for a specific accommodation facility (for each accommodation facility, the date by which the order for accommodation services can be cancelled) is indicated, as well as for each accommodation facility, the cancellation fees of the specific provider are also listed on the web portal. These cancellation conditions will also be sent to the customer in the order confirmation according to Article III. point 6 of these GTC.
2. In the event that the order for accommodation services is canceled (withdrawal from the contract) by the customer, the operator is entitled to charge cancellation fees in the amount specified for the specific accommodation facility and in the amount specified in the order confirmation according to Article III. point 6 of these GTC.
3. The consumer pays cancellation fees only if he has canceled the order (withdrawn from the contract) after the deadline specified in Article VII. point 1 of these GTC.
4. By sending the order, the customer agrees to include the relevant cancellation fee with the price paid for accommodation services. The remaining part of the price for accommodation services will be returned by the operator to the customer in the manner in which the price for accommodation services was paid.

VIII. Protection of personal data

1. In this article of the terms of use, the operator provides customers and providers with information related to the processing of personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of natural persons on the processing of personal data and on the free movement of such data, which repeals Directive 95/46/EC (generally the Data Protection Regulation), (hereinafter referred to as "**GDPR**") and Act No. 18/2018 Coll. on the Protection of Personal Data and on Amendments to Certain Acts, as amended.
2. The operator of personal data is always the provider to whom the customer provided his personal data in connection with the conclusion of the Agreement (further on in this article of the terms and conditions only as "**controller of personal data**").
3. The intermediary of personal data is the company Tripgut, s. r. o., IČO: 36 844 985, with registered office in 841 06 Bratislava - Záhorská Bystrica district, Slivkový sad 12, registered in the Commercial Register of the Municipal Court Bratislava III, section: Sro, insert number: 48311/B (further on in this article of the terms and conditions only as "**intermediary**"). Personal data is processed by an intermediary on behalf of the personal data controller, based on the Personal Data Processing Agreement.

4. By the affected person means a customer who is a natural person and whose personal data is processed by the personal data controller (further on in this article of the terms and conditions only as "**the person concerned**").
5. The affected person can contact the intermediary regarding the protection of personal data at the telephone number: 0948 796 844 or at the e-mail address of the responsible person of the intermediary: info@hauzi.sk.
6. Personal data of the person concerned listed in the reservation of accommodation services, or arising from the contractual relationship between the controller of personal data and the person concerned, i.e. personal data of the person concerned in the scope of: first name, last name, telephone contact and e-mail address will be based on para. of article 6 par. 1. letter b) GDPR processed without the consent of the person concerned, namely for the purpose of fulfilling the Agreement concluded between the controller of personal data and the person concerned, as the processing of this personal data is necessary for the fulfillment of the Agreement. The provision of this personal data of the person concerned is necessary for the conclusion of the Agreement, therefore, in the event that the person concerned does not provide this personal data, it will not be possible to conclude the Agreement.
7. The intermediary processes and stores personal data on behalf of the controller of personal data for the duration of the Intermediation Agreement concluded by the intermediary with the controller of personal data, unless the processing of personal data by the intermediary, including the instructions of the controller of personal data, is contrary to Article 5 para. 1 letter e) GDPR, Article 13 par. 2 letters a) GDPR, Article 14 par. 2 letters a) GDPR or Articles 15 to 22 GDPR.
8. The affected person is obliged to provide the intermediary with only true, correct and up-to-date personal data. The affected person undertakes to inform the intermediary of his true, correct and up-to-date personal data.
9. Intermediary in the sense of Article 13 par. 1 letter e) and letter f) GDPR informs the data subject that his personal data:
 - a. will be made available to the following recipients:
 - i. to persons who are legally entitled to make this personal data available,
 - ii. the controller of personal data with whom the person concerned has entered into an Agreement,
 - iii. for the purpose of processing the payment, some personal data of the person concerned may be made available to the payment gateway operator,
 - iv. in the event of a dispute arising, the subject of which will be the rights and obligations arising from and/or related to the Agreement, the personal data of the person concerned will be made available to the relevant court, the relevant public authority, the intermediary's legal representative or the personal data controller's legal representative who have been authorized to represent them in such a dispute;
 - a. the intermediary does not intend to transfer personal data to a third country.
1. Intermediary in the sense of Article 13 par. 2 GDPR provides the data subject with the following information:

- a. personal data of the person concerned is stored by the intermediary for the period determined by special generally binding legal regulations relating to their storage, or until the time specified in point 6 of this article,
- b. the data subject has the right to:
 - request from the intermediary access to personal data concerning the person concerned; the person concerned has the right to obtain access to personal data and information referred to in Article 15, paragraph 1 GDPR,
 - the right to correct personal data (Article 16 GDPR); the affected person has the right to have the intermediary correct incorrect personal data concerning him without undue delay, taking into account the purposes of processing, the affected person has the right to supplement incomplete personal data, including by providing a supplementary statement.
 - the right to erasure of personal data (Article 17 GDPR); the intermediary is obliged to delete personal data without undue delay if any of the following reasons are met: (i) the personal data are no longer necessary for the purposes for which they were obtained or otherwise processed, (ii) the data subject has withdrawn the consent on the basis of which this processing is carried out and there is no other legal basis for their processing, (iii) the data subject objects to the processing of personal data, (iv) the personal data was processed illegally or (v) the personal data of the person concerned must be deleted in order to fulfill a legal obligation according to the generally binding legislation of the European Union or the Slovak Republic,
 - the right to restrict the processing of personal data (Article 18 GDPR); the data subject has the right to limit the processing of personal data in the following cases: (i) the data subject challenges the correctness of the personal data during the period allowing the intermediary to verify the accuracy of the personal data, (ii) the processing of personal data is against the law and the data subject objects to the deletion of the personal data and requests a restriction of their use instead, (iii) the intermediary no longer needs the personal data for the purposes of processing, but the data subject needs them to prove, apply or defense of legal claims, (iv) the data subject objects to the processing pursuant to Article 21 paragraph 1 GDPR, namely until verification of whether the legitimate reasons on the part of the processor outweigh the legitimate reasons of the data subject,
 - the right to object to processing; the person concerned has the right to object to the processing of personal data in accordance with Article 21 GDPR,
 - the right to portability of personal data (Article 20 GDPR), i.e. has the right to transfer personal data to another operator; directly from one operator to another operator, if technically possible; based on a request pursuant to point 10 of this article, the intermediary shall provide the affected person with personal data in a structured, commonly used and machine-readable format, subject to the conditions (i) the intermediary processes these personal data based on the consent of the affected person or their processing is necessary for the performance of the Agreement and (ii) their processing is carried out by automated means,
- a. the affected person has the right to file a complaint with the supervisory authority: **Personal Data Protection Office of the Slovak Republic**, 820 07 Bratislava 27, Hraničná 12, phone: +421 2/32 31 32 11 (hereinafter referred to as "**supervisory authority**"),

- b. the intermediary will not use automated decision-making or profiling when processing personal data.
- 1. The intermediary shall provide the data subject with information on the measures taken based on the request pursuant to Articles 15 to 22 of the GDPR, without undue delay and in any case within one month of receipt of the request. If necessary, the stated period can be extended by another two months, taking into account the complexity of the application and the number of applications. The intermediary informs the affected person of any such extension within one month of the delivery of the request, along with the reasons for missing the deadline. If the person concerned submitted the request by electronic means, the information will be provided by electronic means, if possible, unless the person concerned has requested another method.
- 2. In the event of a breach of personal data protection, which is likely to lead to a high risk for the rights and freedoms of natural persons, the intermediary shall notify the person concerned of the breach of personal data protection without undue delay. This notice must contain a clearly and simply formulated description of the nature of the personal data protection breach and information on (i) the contact details of the responsible person or other contact point where more information can be obtained (ii) a description of the likely consequences of the personal data breach, (iii) a description of the measures taken or proposed by the intermediary to remedy the personal data breach, including measures to mitigate its potential adverse consequences, if necessary.
- 3. The affected person can exercise his rights listed in point 9. letter b) of this article of the conditions, or of Article 15 to 22 of the GDPR towards the intermediary or revoke your consent to the processing of personal data by a request delivered to:
 - a. in writing to the address of the intermediary's headquarters listed in point 3 of this article, or
 - b. in writing to the e-mail address: info@hauzi.sk.
- 1. In accordance with Article 77 of the GDPR, the person concerned has the right to file a complaint with the supervisory authority if he believes that the processing of his personal data is in violation of the GDPR and in accordance with Art. § 100 of Act no. 18/2018 Coll. on the protection of personal data, as amended, the affected person has the right to submit a proposal to initiate proceedings on the protection of personal data.

Cookies

- 1. Cookies are small text files that the Internet browser saves or loads on the hard drive of the customer's end device (e.g. computer, laptop or smartphone) through websites that the customer visits, for the purpose of saving certain information or image files, such as e.g. pixels. Thanks to these files, the intermediary's website stores information about the steps and preferences of the person concerned for a certain period of time, so that the person concerned does not have to enter them again the next time he visits the website.
- 2. Cookies can be temporary or permanent. Temporary cookies are stored on the data subject's device only until the data subject closes the browser. Permanent cookies are not automatically deleted when the browser is closed by the person concerned, but are stored on their device for a maximum of 3 years. These persistent cookies can be checked each

time you visit the intermediary's website. The information that the intermediary collects through cookies are: browser type, internet address from which the person concerned connected to the intermediary's website, IP address of the device, the last viewed offer on the given device on the intermediary's website, consent of the affected person to the use of cookies set in the browser.

3. Allowing the use of cookies is not absolutely necessary for the functioning of the intermediary's website, but it will provide the person concerned with better user comfort when working with it. Cookies can be deleted or blocked by the data subject at any time. In such a case, however, it may happen that certain functionalities of the intermediary's website will not work as they should.
4. The information stored in the cookie files used by the intermediary does not contain any information used to identify the person concerned. Cookies are used exclusively for the purposes of (i) storing information about the recently viewed offer by the person concerned, (ii) checking the effectiveness of the intermediary's website and (iii) storing consent, or the consent of the person concerned to the use of cookies.
5. In order to display more relevant advertisements, some cookies used on the intermediary's website are stored by third-party advertising systems (e.g. Google). The use of these third-party cookies is governed by their own cookie policies. This can be turned off in the browser settings.

IX. Copyright

1. The operator is the owner of the web portal, which is an author's work and a database within the meaning of Act no. 185/2015 Coll. Copyright Act as amended.
2. By using the web portal, the customer and the provider agree to use it only for the intended purpose.
3. Without the written consent of the operator, neither the customer nor the provider may store, copy, modify, distribute, download, reproduce or otherwise use any part of the web portal for any commercial purposes.
4. Photos published on the web portal are subject to copyright protection according to Act no. 185/2015 Coll. Copyright Act as amended. Any handling of these photographs by a third party outside the web portal is subject to the written consent of the operator and/or provider and/or author and/or persons whose likeness is captured in these photographs.

X. Final Provisions

1. All legal relationships arising on the basis of or in connection with the web portal, in connection with the conclusion of the Agreement, are governed by the legal order of the Slovak Republic. The invalidity or ineffectiveness of any provision of these GTC does not affect the validity or effectiveness of other provisions of these GTC.
2. Legal relations between the operator/provider on the one hand and the consumer on the other are mainly governed by Act no. 108/2024 Coll. on consumer protection and on amendments to certain laws and Act no. 40/1964 Coll. Civil Code as amended. Other legal relationships, i.e. legal relations that arise between the operator/provider on the one hand

and the customer on the other are mainly governed by Act no. 513/1991 Coll. Commercial Code as amended and other relevant legal regulations.

3. In the event that any of the provisions of these GTC becomes invalid, ineffective or unenforceable and is severable from the other provisions, such invalidity, ineffectiveness or unenforceability of any of the GTC provisions does not affect the validity, effectiveness and enforceability of the other GTC provisions.
4. The body supervising the operator's activities is: **Slovak Trade Inspection**, with registered office 827 99 Bratislava, Bajkalská 21/A, www.soi.sk.
5. The operator is entitled to unilaterally change these GTC, depending on changes in legislation or its business activity, unless the relevant legislation stipulates otherwise. This change will be published by the operator on the web portal, along with the entry into force of the General Terms and Conditions.
6. These General Terms and Conditions become valid and effective on September 1, 2025