

GENERAL TERMS AND CONDITIONS OF THE GOPASS PROGRAMME

1 PREAMBLE

- 1.1 The General Terms and Conditions of the Gopass programme are defined by the **GOPASS SE** company with the registered office at Komořanská 326/63, Modřany, 143 00 Prague 4, Company reg. number: 171 07 148, registered in the Commercial Register of Municipal Court Prague, Section: H, Insertion No.: 2546 (hereinafter referred to as "**GOPASS SE**") in accordance with regulations and laws that are in force in the Czech Republic.
- 1.2 The General Terms and Conditions of the Gopass programme (hereinafter referred to as "**GTC**") specify legal rights between Gopass programme members and GOPASS SE within the Gopass programme related mainly to the terms of using Gopass cards, the terms of getting and using discounts (goX cashback) in the selling system of the Gopass programme at www.gopass.travel (hereinafter referred to as "**Gopass system**"), in facilities and establishments operated by Business partners, as well as the terms of every distance contract concluded between GOPASS SE, i.e. the seller and the respective Gopass programme member, i.e. the buyer at www.gopass.travel when buying goX credit.
- 1.3 The General Terms and Conditions of the Gopass programme specify legal relations between individual Gopass programme members, i.e. buyers and Business partners, i.e. sellers on behalf of whom and whose accounts to services and products of Business partners are sold based on specific contractual relationships by using the Gopass system at www.gopass.travel, and all other related activities are arranged by GOPASS SE.
- 1.4 Acceptance points where programme members can get and use discounts based on their Gopass programme membership (goX cashback), are marked with the **goX ACCEPTED HERE** symbol.
- 1.5 As far as these GTC are concerned, a **Business partner** is any legal entity on behalf of whom and whose account to services and products are sold based on specific contractual relationships and all related activities are arranged by GOPASS SE (hereinafter referred to as "**Business partner(s)**"). The updated list of Business partners is published at www.gopass.travel. Contracts concluded between GOPASS SE and Business partners are not available to other Gopass programme members and/or the public. All contract details are confidential.
- 1.6 As far as these GTC are concerned, **Services** are cableway products and services in resorts operated by Business partners, products and services in water parks and amusement parks, golf products and services, ski school and ski rental products and services, event and adventure products and services, other leisure time products and services, accommodation services, products and goods in gastronomy facilities and other products sold and provided by Business partners through the Gopass system or at Gopass acceptance points including selected gastronomy facilities, and the Gopass card (hereinafter referred to as "**Service(s)**").

2 GOPASS PROGRAMME MEMBERSHIP AND GOPASS PROGRAMME MEMBERS

- 2.1. Only natural persons who meet the terms and conditions of the programme membership specified below may register as Gopass programme members. Gopass membership is not available to legal entities (e.g. trading companies) or entrepreneurs who perform their business activities based on a special legal regulation (e.g. Act No. 455/1991 Coll. on Trade Licencing (Trade Licencing Act) as subsequently amended.
- 2.2 **Partial membership** in the Gopass programme results from purchasing a Service via automated sales points (Gopass Tickets) at selected resorts of Business partners.
- 2.3 **Regular membership** in the Gopass programme results from registering for the programme at www.gopass.travel, agreeing to the General Terms and Conditions and to processing of their personal data entered in the registration form for the purpose of Gopass membership administration.

- 2.4 For the purpose of the Gopass programme, **Gopass programme members** are specified as follows:
- 2.4.1 **Main user** – each natural person older than 15 years who is a regular/partial member of the Gopass programme and has a “main account” in the Gopass programme;
 - 2.4.2 **Subordinate user** – each natural person who is a regular/partial member of the Gopass programme, has registered for the Gopass programme personally or has been registered by a Main user and has a “subordinate account” in the Gopass programme.
(The main user(s) and subordinate user(s) collectively hereinafter referred to as “**Gopass programme member(s)**”).

3 GOPASS CARD

- 3.1. Every Gopass member with a partial membership or with a regular membership at www.gopass.travel receives a digital Gopass card. Each digital Gopass card can be available in the form that individual members choose at www.gopass.travel (e.g. sent by email, downloadable to Apple Wallet). Once they download their Gopass card to their mobile phone, every Gopass programme member can get and use discounts (goX cashback) in facilities and establishments of the Business partners. Digital Gopass cards serve for identification of their holders when using purchased Services (e.g. water park tickets). Digital Gopass cards cannot be used to buy ski passes.
- 3.2. Contactless Gopass key cards can be purchased by Gopass programme members through the Gopass system at www.gopass.travel or in client centres in individual resorts of the Business partners.
- 3.3. Contactless Gopass key cards are sold by the Business partners in the following versions:
 - 3.3.1 **Gopass 021 card** – when cableway services in ski resorts in Slovakia are purchased for the first time, the purchase price is = EUR 2 incl. VAT/Gopass card;
 - 3.3.2 **Gopass 022 card** – when cableway services in ski resorts in the Czech Republic are purchased for the first time, the purchase price is = CZK 50 incl. VAT/Gopass card;
 - 3.3.3 **Gopass 023 card** – when cableway services in ski resorts in Poland are purchased for the first time, the purchase price is = PLN 10 incl. VAT/Gopass card;
 - 3.3.4 **Gopass 025 card** – when cableway services in the Mölltaler Gletscher resort in Austria are purchased for the first time, the purchase price is = EUR 2 incl. VAT/Gopass card; and when cableway services in the Muttereralp resort in Austria are purchased for the first time, the purchase price is = EUR 3 incl. VAT/Gopass card;(digital Gopass card(s) or Gopass card(s) based on points 3.3.1 to 3.3.4 hereinafter referred to collectively as “**Gopass card(s)**”).
- 3.4. Every Gopass programme member who buys resort cableway services through the Gopass system at www.gopass.travel for the first time and has not purchased a Gopass card based on point 3.3 GTC before is obliged to buy a contactless Gopass key card with a bar code and a unique Gopass card number through the Gopass system.
- 3.5. Every Gopass card purchased based on point 3.4 GTC is delivered for the respective Gopass programme member by the Business partner to the client centre in the ski resort of the Business partner to which the Gopass programme member has purchased the first cableway service.
- 3.6. Every Gopass card purchased based on point 3.3 GTC can be topped up with ski passes that are valid in all ski resorts operated by the Business partners.
- 3.7. Every Gopass programme member who paid a EUR 2 deposit for their Gopass key card before 30/11/2017 pursuant to point 3.3.1 GTC can ask GOPASS SE to have it returned by filling an official request for deposit refund and returning their Gopass key card to any client centre in any ski resort operated by Tatry mountain resorts, a.s. or by sending their Gopass key card to the official address of GOPASS SE: Bernoláková 14, Liptovský Mikuláš 031 05, Slovak Republic. In such case, the EUR 2 deposit shall be paid back to the respective programme member.
- 3.8. Every Gopass programme member who paid a CZK 50 deposit for their Gopass key card before 18/11/2018 pursuant to item 3.3.2 of these GTC can ask the Business partner – MELIDA, a.s. to have it paid back by filling an official request for deposit refund and returning their Gopass key card in any client centre in any ski resort operated by the Business partner – MELIDA, a.s. or by sending their Gopass key card to the official address of the Business partner – MELIDA, a.s.: Špindlerův Mlýn 238, 543 51 Špindlerův Mlýn, Czech Republic. In such case, the CZK 50 deposit shall be paid back to the respective programme member.
- 3.9. Every Gopass programme member who paid a PLN 10 deposit for their Gopass key card before 30/11/2019 pursuant to item 3.3.3 of these GTC can ask the Business partner – SZCZYRKOWSKI OŚRODEK NARCIARSKI S.A to have it

paid back by filling an official request for deposit refund and by returning their Gopass key card in any client centre in any ski resort operated by the Business partner – SZCZYRKOWSKI OŚRODEK NARCIARSKI S.A or by sending their Gopass key card to the official address of the Business partner – SZCZYRKOWSKI OŚRODEK NARCIARSKI S.A: Narciarska 10, 43-370 Szczyrk, Poland. In such case, the PLN 10 shall be paid back to the respective programme member.

- 3.10. Every Gopass programme member is obliged to use their Gopass card pursuant to these GTC.
- 3.11. The validity of every Gopass card expires on the day the respective membership of the Gopass programme expires. Once the membership of a Gopass programme member who paid a EUR 2 deposit for their key card before 30/11/2017 expires, they shall have the deposit refunded if they return their card to any client centre in ski resorts operated by the Business partner – Tatry mountain resorts, a.s. Once the membership of a Gopass programme member who paid a CZK 50 fee for their key card before 18/11/2018 expires, they shall have the fee refunded if they return their card to any client centre in the Špindlerův Mlýn ski resort, in the Czech Republic. Once the membership of a Gopass programme member who paid a PLN 10 deposit for their key card before 30/11/2019 expires, they shall have the deposit refunded if they return their card to any client centre in the SZCZYRKOWSKI OŚRODEK NARCIARSKI ski resort, in Poland.
- 3.12. Once a Gopass programme membership expires, the respective member of the Gopass programme is responsible for any damage caused by unauthorised use of their Gopass card and undertakes to pay for it to GOPASS SE and the Business partners in its entirety.
- 3.13. Every Gopass card is non-transferable and valid only if used along with the valid ID of the respective Gopass programme member, i.e. holder. Every Gopass card can be used only by the programme member whose name is written on it. Each programme member undertakes to cooperate with the Business partners in case of any inspection and to show their identification document (ID, passport) to the respective employee of the Business partner to have their identity verified. Children younger than 15 years can prove their identity with health insurance cards or other relevant documents.
- 3.14. Valid Gopass cards are accepted at selected Gopass card acceptance points of the Business partners if they are shown to the facility staff.
- 3.15. Gopass programme members who do not have their valid Gopass cards with them cannot get and use discounts (goX cashback) offline, not even afterwards (retroactively).
- 3.16. Authorised staff members of the Business partners are entitled to revoke any Gopass card that is not used by its authorised holder, i.e. the member of the Gopass programme whom the card has been issued for. GOPASS SE reserves the right to decide on further steps to be taken in such cases.

4 GOPASS ACCOUNT

- 4.1. Every individually registered member of the Gopass programme – Main user pursuant to point 2.4.1 of these GTC has a personal Gopass account in the Gopass programme (hereinafter referred to as “**Main Gopass account**”).
- 4.2. Every Gopass programme member who has been registered by a Main user or has registered individually, i.e. every Subordinate user pursuant to point 2.4.2 of these GTC has a personal Gopass account in the Gopass programme and subordinated to the Main account of the Main user (hereinafter referred to as “**Subordinate Gopass account**”).
- 4.3. Every Main user is entitled to add a maximum of 10 (ten) subordinate Gopass accounts to their Main account.
- 4.4. Every Main user is entitled to decide about removing any Subordinate user from their Main account at their own discretion, i.e. by separating the Subordinate account and entering the email address of the Subordinate user. If the respective Subordinate user completes their registration for the Gopass programme, their Subordinate account under the Main user is cancelled. All products that the Subordinate user has purchased for their Subordinate account remain in the account, but acquired discounts (goX cashback) remain in the Main account of the Main user.
- 4.5. Any Subordinate user can ask GOPASS SE to have their Subordinate account removed from the Main account by writing an official request and sending it via email to: info@gopass.sk, info@gopass.at, info@gopass.cz.

info@gopass.pl. All products purchased by such Subordinate users in their Subordinate account will remain in their account, but acquired discounts (goX cashback) remain in the Main account of the Main user.

- 4.6. Every Gopass programme member – Main user has access to their Main account at www.gopass.travel once they enter their login email address and password.
- 4.7. Every login email address and password can be chosen by the respective Main user and is valid during their Gopass membership period.
- 4.8. Every Main user is entitled to change the password of their Main account by themselves. The login email address of their Main account, the phone number and the address of the Main user or any other piece of data, as well as the phone number and the address of any Subordinate user which have been entered when registering for the Gopass programme can be changed only if the respective Main user sends an official request via email to: info@gopass.sk, info@gopass.at, info@gopass.cz, info@gopass.pl. The request must contain the original login email address and/or the Gopass card number.
- 4.9. Every Main user has their goX wallet in their Main account to view their acquired discounts (goX cashback) and purchased goX credit.
- 4.10. Every Main user can manage their red discounts (goX cashback) in their goX wallet, collected Gopass vouchers and cards purchased for their account in the Gopass programme in their Main Gopass account.
- 4.11. Discounts (goX cashback) acquired for Services purchased by Gopass programme members (Main users, Subordinate users) in facilities operated by the Business partners and/or in the Gopass system are only added to/used from the Main account/goX wallet of the Main user.
- 4.12. GOPASS SE is not responsible and liable for any damage that might result from accessing any Main account via the website: www.gopass.travel. Every Main user is obliged to keep their Main account login data secret and to protect it from any misuse. GOPASS SE is not responsible and liable for any damage that might result from falsifying login data or incorrectly entered data when creating, changing or cancelling a Gopass programme membership.

5 OFFERED BENEFITS

- 5.1 Gopass programme members (Main users/Subordinate users) can make purchases at discounted rates by presenting their Gopass cards at Gopass acceptance points, at automated sales points (Gopass Tickets), and/or, in the case of the Main users, in the Gopass system at www.gopass.travel, at prices in EUR/CZK/PLN determined by GOPASS SE and its Business partners and valid at the time of purchase.
- 5.2 Discounted prices of Services for Gopass members are available at individual facilities where Services are provided and, in the case of online purchases via the Gopass system, at www.gopass.travel.
- 5.3 If a Gopass programme member holds an ISIC, ITIC, EURO26 or GO26 card and wishes to claim a Service discount specifically offered to holders of these cards, they must enter the relevant card number into their account at www.gopass.travel before buying the Service (before entering any regional or other discount code). This is because the ISIC, ITIC, EURO26 or GO26 cards are not one-time discount cards and they grant student status even if the members are of adult age. ISIC, ITIC, EURO26 or GO26 card numbers cannot be entered retroactively after the purchase, and their holders are not entitled to a discount on Services which are already purchased. If an accommodation provider arranges a Service purchase for an ISIC, ITIC, EURO26, or GO26 cardholder within the Gopass system at www.gopass.travel, the discounted Service prices meant for these cards cannot be applied.
- 5.4 If a Gopass member is a holder of a disability ID card or a card for persons with severe disabilities requiring assistance and wishes to claim a Service discount explicitly offered to holders of such cards, they must email a scanned copy of their disability card to info@gopass.sk / info@gopass.cz / info@gopass.pl before purchasing the Service. The discount does not apply to accompanying individuals. After sending the copy, the Gopass member will receive a confirmation or denial email specifying their eligibility for the discounted rate, sent to the same email address from which the card was sent. Once the Gopass member has received confirmation of their right to the discounted rate, they can purchase

Services in the Gopass system where applicable discounts are available. If a Service purchase is arranged for a disability card holder by an accommodation provider within the Gopass system at www.gopass.travel, the discounted rate cannot be applied.

6 goX CASHBACK AND goX WALLET

- 6.1** GoX cashback is a rebate on the value (purchase price) of selected Services purchased by Gopass members via the Gopass system or at acceptance points of selected Business partners, which can later be redeemed as goX payment when purchasing selected Services via the Gopass system or at acceptance points of selected Business partners (hereinafter referred to as “**goX cashback**”).
- 6.2** The amount of goX cashback is determined for each Main user based on the value of selected Services purchased by the Gopass programme member (Main user) through the Gopass system and purchases of selected Services made for Gopass members (Main user and subordinate users) at acceptance points of selected Business partners.
- 6.3** Depending on the completed purchases of selected Services (online/offline), every Gopass member can reach different cashback levels. At each level, the Gopass member (Main user and their subordinate users) receives a specific amount of goX cashback assigned to that cashback level.

Cashback level	Amount of completed Service purchases (online/offline)	Level validity period
START	up to EUR 100 /PLN 450/CZK 2,500/including	without limits
BRONZE	from EUR 100.01 to 600/PLN 451 to 2,700/CZK 2,501 to 15,000/including	1.11. of the respective year + 2 years*
SILVER	from EUR 600.01 to 2,500/PLN 2,701 to 11,250/CZK 15,001 to 62,500/including	1.11. of the respective year + 2 years*
GOLD	from EUR 2,500.01 to 10,000/PLN 11,251 to 45,000/ CZK 62,501 to 250,000/including	1.11. of the respective year + 2 years*
PLATINUM	more than EUR 10,000/ PLN 45,000/CZK 250,000	1.11. of the respective year + 2 years*

*The level validity period expires on 31.10. (at midnight).

- 6.4** The current goX cashback rate for each cashback level is published on the website www.gopass.travel. The amount of goX cashback for each level and the required purchase value may change periodically without requiring amendments to these Terms and Conditions. Gopass members will be informed of such changes well at www.gopass.travel in advance.
- 6.5** Regardless of the cashback level, every Gopass member earns exclusive goX cashback of 5% on the purchase value but only if booking accommodation services provided by selected Business partners online via the Gopass system or via TMR Hotels booking processes (<https://booking.tmrhotels.com>). The goX cashback rate may change periodically without requiring amendments to these Terms and Conditions, with changes communicated well at www.gopass.travel in advance.
- 6.6** Every Gopass member may earn additional exclusive goX cashback when purchasing Services for which cashback is offered by the operator and/or Business partners. The rate and conditions are determined by the operator and/or Business partners and specified in the specific terms and conditions applicable to such Services. In the case of earning additional goX cashback as per this GTC point, Gopass members are not entitled to earn regular goX cashback based on their cashback level on the Service where the exclusive cashback per this GTC point has been claimed.
- 6.7** As of the effective date of these Terms and Conditions, each Gopass member is placed in a cashback level which is determined by the operator based on the purchase value of Services made by the Gopass member (Main user and Subordinate users) by 31.10.2024 and displayed in the goX wallet of the Main user.

- 6.8** From the effective date of these Terms and Conditions, every new Gopass member is automatically added to the START cashback level.
- 6.9** Every Gopass member can move to a higher cashback level within the respective level validity period once they reach the required level purchase value as defined in point 6.3, one day after reaching the required level. If the Gopass member cancels a contract pursuant to Article 10 of these GTC, the value of the purchased Service, now cancelled, will not count towards the required purchase value for that cashback level.
- 6.10** After their level validity period expires on 1.11., each Gopass member will be put to the level corresponding to the purchase value of Services made in the previous period, and the tracking of the purchase value (online/offline) will restart.

Example:

A Gopass member was put to the SILVER level on 1.11.2024. Between 1.11.2024 and 31.10.2026, they (Main user with subordinate users) spent EUR 3,000 on Services, which resulted in an upgrade to the GOLD level, and from 1.11.2026, the member remains at the GOLD cashback level.

A Gopass member was put to the SILVER level on 1.11.2024. Between 1.11.2024 and 31.10.2026, they (Main user with subordinate users) spent EUR 500 on Services, so the Gopass member will be put to the lower BRONZE level on 1.11.2026.

Earning goX Cashback

- 6.11** Every Gopass programme member – Main user **can earn goX cashback** on purchases of selected Services within the Gopass system, and both the Main user and subordinate users can earn goX cashback on selected Services of designated Business partners at acceptance facilities.
- 6.12** The list of Business partners where goX cashback can be earned on Service purchases is attached as Annexe 1 to these GTC and available also at www.gopass.travel. This list may change, and updates to Annexe 1 are not considered GTC amendments. Any changes will be communicated to Gopass members via www.gopass.travel.
- 6.13** The list of Services where goX cashback cannot be earned is attached as Annexe 2 to these GTC and available also at www.gopass.travel. This list may change, and updates to Annexe 2 are not considered GTC amendments. Any changes will be communicated to Gopass members via www.gopass.travel.
- 6.14** If any Gopass member (Main user/Subordinate user) wishes to earn goX cashback on offline purchases, including those made at Gopass Points (automated ticked machines), they must present a valid and registered Gopass card when purchasing the Services.
- 6.15** If any Gopass member does not present a valid, registered Gopass card when purchasing Services from designated Business partners at acceptance facilities, GOPASS SE and the respective Business partner reserve the right not to credit goX cashback for these purchases, not even retroactively.
- 6.16** The earned goX cashback (on purchases by the Main user as well as subordinate users) will be added to the Main user's goX wallet one day after using the purchased Service. For Services purchased at gastronomy establishments, goX cashback will be added one day after the payment, and for hotel stays, goX cashback will be added based on point 6.5 GTC one day after checking in and goX cashback according to the cashback level will be added one day after checking out.
- 6.17** GOPASS SE reserves the right to assess and decline goX cashback crediting if the conditions for crediting are not met based on these GTC. If GOPASS SE determines that goX cashback was credited against these GTC, the company reserves the right to delete the improperly credited goX cashback from the Main user's goX wallet and shall notify the Main user accordingly.
- 6.18** If a Business partner accepts a Gopass member's complaint on a provided Service and refunds the purchase price, the Main user's goX cashback balance will be reduced by the amount of goX cashback earned on the refunded Service.

Using goX cashback

- 6.19** Gopass members (Main users and their subordinate users) can use earned goX cashback as goX currency, i.e. by Main users to buy selected Services within the Gopass system, and by Main users and their subordinate users to buy selected Services from designated Business partners.

- 6.20** The list of Business partners where goX cashback can be used on Service purchases is attached as Annexe 1 to these GTC and available also at www.gopass.travel. This list may change, and updates to Annexe 1 are not considered GTC amendments. Any changes will be communicated to Gopass members via www.gopass.travel.
- 6.21** The list of Services where goX cashback cannot be used is attached as Annexe 2 to these GTC and available also at www.gopass.travel. This list may change, and updates to Annexe 2 are not considered GTC amendments. Any changes will be communicated to Gopass members via www.gopass.travel.
- 6.22** If any Gopass member (Main user or Subordinate user) wants to use goX cashback on offline purchases of selected Services from selected Business partners, they must present a valid and registered Gopass card at acceptance facilities of the selected Business partners, and the Main user must activate the "ALLOW OFFLINE PAYMENT" feature in their goX wallet. This feature remains active for 4 hours and must be reactivated after expiration.
- 6.23** If any Gopass member does not present a valid, registered Gopass card at acceptance facilities and the Main user does not activate the "ALLOW OFFLINE PAYMENT" feature, they are not entitled to use goX cashback.
- 6.24** Only Main users can use goX cashback for purchases within the Gopass system.
- 6.25** If a Gopass member has purchased goX credit, has also goX cashback available and wishes to use goX cashback for a Service purchase, goX credit will be used first, followed by goX cashback, i.e. **goX cashback cannot be used first if goX credit is available.**

Validity of goX cashback

- 6.26** The validity of earned goX cashback is time-limited. GoX cashback expires on 31.10. (midnight) each calendar year if the Main user and/or Subordinated user(s) have not earned any goX cashback on Service purchases within the previous 2-year (two-year) period before the expiry date (including) (hereinafter referred to as "**Period under review**"). In such cases, all goX cashback earned until the first day of the Period under review expires without compensation.

Example:

If a Gopass member has not earned goX cashback on Service purchases at acceptance facilities of selected Business partners or in the Gopass system between 31.10.2025 and 31.10.2027, their goX cashback earned until 31.10.2025 expires on 31.10.2027 without compensation.

- 6.27** Every Main user can view their current goX cashback balance, including details of goX cashback earned on completed Service purchases, in their goX wallet in their main account at www.gopass.travel or via the Gopass mobile app.
- 6.28** If any Gopass membership is terminated due to any reason, the respective Gopass member is not entitled to any financial or non-financial compensation for unused goX cashback as of the membership termination date.

7 GoX CREDIT

- 7.1** Every Main user can purchase goX credit in EUR, PLN or CZK funds (hereafter referred to as "**goX credit**") at www.gopass.travel or via the [Gopass mobile app](#), to use it for Service purchases within the Gopass system at www.gopass.travel and also at acceptance facilities of selected Business partners.
- 7.2** When paying for Services at selected acceptance facilities of Business partners, Gopass programme members may pay using goX credit only if their purchased goX credit matches the local currency of the country of the Business partner's whose Services they want to pay for using goX credit and if that payment is made when purchasing the Services.
- 7.3** By paying the price of the ordered goX credit at www.gopass.travel, the respective Gopass programme member enters into a legal relationship with GOPASS SE regarding the purchased goX credit, which creates a distance sales contract between the Gopass programme member (as the buyer) and GOPASS SE (as the seller).
- 7.4** The maximum cumulative goX credit amount that a Main user can purchase is EUR 10,000 (CZK, PLN and CZK combined). Credit amounts must be whole positive numbers and can be topped up to the already-mentioned limit anytime.
- 7.5** Every Main user may use goX credit to buy Services within the Gopass system at www.gopass.travel, as well as to purchase selected Services at acceptance facilities of selected Partners throughout their entire membership in the Gopass programme. Should any Gopass membership terminate for any reason, the remaining goX credit balance will be refunded to the respective Main user within 30 business days after receiving their refund request.

- 7.6 If any Gopass programme member (Main or subordinate user) decides to pay for a Service at acceptance facilities of selected Business partners (offline purchase) using goX credit, they must present a valid and registered Gopass card, and the Main User must activate "ALLOW OFFLINE PAYMENT" in their goX wallet. The "ALLOW OFFLINE PAYMENT" service remains active for four hours. After this activation period expires, offline payment using goX credit can only be made after reactivating this service by the Main user.
- 7.7 If any Gopass programme member fails to present a valid and registered Gopass Card when purchasing a Service at acceptance facilities of selected Business partner, and if the Main user has not activated "ALLOW OFFLINE PAYMENT" in their goX wallet, the Gopass programme member will not be allowed to pay for the Service using goX credit.
- 7.8 Only Main users may use goX credit for purchases within the Gopass system.
- 7.9 GoX credit can be purchased in accordance with points 8.7.1/8.8.1/8.9.1 of these GTC at www.gopass.travel.
- 7.10 Every Main user can view their goX credit balance including goX credit transaction details in their goX wallet in their main account at www.gopass.travel after logging in using their email address and password or via the Gopass mobile app.
- 7.11 Gopass programme members can also purchase goX credit as credit vouchers for any Main user.

8 PURCHASING SERVICES FROM BUSINESS PARTNERS

- 8.1 Based on specific contractual relationships with individual Business partners, GOPASS SE arranges selling of Services of the Business partners on behalf of the Business partners and accepts financial means that correspond to the purchase prices of selected Services from Gopass programme members (interested parties) on behalf of the Business partners. By paying for a Service through the Gopass system at www.gopass.travel, every Gopass programme member enters a legal relationship with the specific Business partner in connection with the purchased Service, i.e. by paying the purchase price, a distance contract is concluded between the Gopass programme member, i.e. buyer and the Business partner, i.e. seller.
- 8.2 Services can be purchased only by Main users in their Main accounts www.gopass.travel. Main users can buy Services also for Subordinate users who will use the Services.
- 8.3 Services offered in the Gopass system must be paid once they are ordered. Any order is considered final and binding once confirmed by the respective Business partner, i.e. seller in the form of an order confirmation sent to the main Gopass user's email address that is entered in their registration form.
- 8.4 After paying for Services by using either of the methods based on points 8.6 to 8.9 GTC, every Main user is sent a confirmation email to their email address. The email includes details of the kind and character of the ordered Service, the Service provision period and the contract duration period, and also a record of any goX cashback credited from purchasing the Service. The tax documents and record of the credited goX cashback are sent to the Main accounts of Main users.
- 8.5 Details of individual Services are available at www.gopass.travel. Details of the Business partners are available at www.gopass.travel. When informing clients, GOPASS SE uses the sources provided by individual Business partners.
- 8.6 Main users can pay for Services ordered in the Gopass system and **used in Slovakia** based on the terms of individual sellers as follows:
 - 8.6.1 via the PayU, Apple Pay services or by clicking on "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and credited based on the kind of the purchased Service to the bank account of the respective seller;
 - 8.6.2 by using goX (goX credit/goX cashback) and clicking on "PAY FROM THE goX WALLET". Any Main user can choose to pay the price of their purchased Service by combining goX credit in EUR and goX cashback in EUR. If any Main user lacks sufficient goX credit or goX cashback, they will be prompted to purchase goX credit to cover the full purchase price of the ordered Service. With this payment method, goX credit is used first, followed by goX cashback. A six-digit verification code in the goX wallet is required to confirm this payment method.
 - 8.6.3 **valid until 31.12.2024** – by using MAGNUS programme loyalty points (applies to selected Services only) and clicking on "PAY WITH MAGNUS POINTS". MAGNUS programme points are deducted from the respective account once the payment is completed.
- 8.7 Main users can pay for Services ordered in the Gopass system and **used in the Czech Republic** based on the terms of individual sellers as follows:

- 8.7.1 via the PayU, Apple Pay services or by clicking on "PAY VIA INTERNET BANKING" (applies only to services that are used later than 48 hours after the service is paid), or by clicking on "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and credited based on the kind of the purchased Service to the bank account of the respective seller;
 - 8.7.2 via the Pay U-Twisto service, by clicking on "PAY THROUGH TWISTO". The payment is credited based on the type of the purchased service to the bank account of the respective seller by PayU S.A. with the registered office at 60-166 Poznań, ul. Grunwaldzka 186, 60-166 Poznań, Poland, in cooperation with Twisto payments a.s., Company reg. number: 016 15 165, with the registered office at Újezd 450/40, Malá Strana, 118 00 Prague 1, registered in the Commercial Register of City Court Prague, file no.: B 19085 (hereinafter referred to as "**Twisto company**"). By using the Pay U-Twisto payment method through the Twisto company, every Main user can postpone their payment that they are obliged to make based on the agreement concluded with the respective seller. If any Main user uses this payment method, the financial claim is assigned based on the request of the Main user to the Twisto company and the Main user is obliged to pay the amount (purchase price and transport costs) within 14 days from the day the purchased product is sent/the purchased service is provided or if the Main user has an account opened in the Twisto company, they are obliged to complete their payment within 45 days from the day the purchased product is sent/the purchased service is provided. By using the Pay U-Twisto payment method, every Main user concludes a service agreement with the Twisto company in accordance with the general terms and conditions of the Twisto Pay services and agrees to have their financial claim(s) assigned to the Twisto company;
 - 8.7.3 by using goX (goX credit/goX cashback) and clicking on "PAY FROM THE goX WALLET". Any Main user can choose to pay the price of their purchased Service by combining goX credit in CZK and goX cashback in CZK. If any Main user lacks sufficient goX credit or goX cashback, they will be prompted to purchase goX credit to cover the full purchase price of the ordered Service. With this payment method, goX credit is used first, followed by goX cashback. A six-digit verification code in the goX wallet is required to confirm this payment method.
 - 8.7.4 **Valid until 31.12.2024** – by using MAGNUS programme loyalty points (applies to selected Services only) and clicking on "PAY WITH MAGNUS POINTS". MAGNUS points are deducted from the respective account once the payment is completed.
- 8.8** Main users can pay for Services ordered in the Gopass system and **used in Poland** based on the terms of individual sellers as follows:
- 8.8.1 via the PayU, Apple Pay services, by clicking on "PAY VIA INTERNET BANKING" (applies only to services that are used later than 48 hours after the service is paid), or by clicking on "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and credited based on the kind of the purchased Service to the bank account of the respective seller;
 - 8.8.2 by using goX (goX credit/goX cashback) and clicking on "PAY FROM THE goX WALLET". Any Main user can choose to pay the price of their purchased Service by combining goX credit in PLN and goX cashback in PLN. If any Main user lacks sufficient goX credit or goX cashback, they will be prompted to purchase goX credit to cover the full purchase price of the ordered Service. With this payment method, goX credit is used first, followed by goX cashback. A six-digit verification code in the goX wallet is required to confirm this payment method.
- 8.9** Main users can pay for Services ordered in the Gopass system and **used in Austria** based on the terms of individual sellers as follows:
- 8.9.1 via the PayU, Apple Pay services, by clicking on "PAY VIA INTERNET BANKING" (applies only to services that are used later than 48 hours after the service is paid), or by clicking on "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and credited based on the kind of the purchased Service to the bank account of the respective seller;
 - 8.9.2 by using goX (goX credit/goX cashback) and clicking on "PAY FROM THE goX WALLET". Any Main user can choose to pay the price of their purchased Service by combining goX credit in EUR and goX cashback in EUR. If any Main user lacks sufficient goX credit or goX cashback, they will be prompted to purchase goX credit to cover the full purchase price of the ordered Service. With this payment method, goX credit is used first, followed by goX cashback. A six-digit verification code in the goX wallet is required to confirm this payment method.
- 8.10** GOPASS SE reserves the right to add new or limit the existing terms of individual payment methods in connection with services offered in the Gopass system.

- 8.11** All Services offered in the Gopass system at www.gopass.travel are displayed along with their current purchase prices in EURO/CZK/PLN depending on the registered office of the Business partner that is the seller. The prices displayed are valid at the moment when the respective order is sent by the Main user. All purchase prices include VAT. Selected Services are time-limited (special offers are limited). Discounts offered to Gopass programme members cannot be combined (except the "First minute discounts" on accommodation services).

9 SCOPE OF SERVICES, goX CREDIT, COMPLAINTS POLICY:

- 9.1** The Services are not services of GOPASS SE. Individual Services are governed by general terms and conditions of individual Business partners. GOPASS SE only arranges selling of Services for the Business partners as well as other related activities in the scope defined by specific contractual relationships with the Business partners. GOPASS SE is not liable for the scope, character, quality and other parameters of individual Services or any violation of rights of individual Gopass programme members in connection with providing Services, e.g. failure to offer a Service. Claims of this kind shall be filed to the respective Business partner(s).
- 9.2** If any defects are discovered on a purchased Service or goX credit (i.e. the scope of the Service is different from the ordered scope, the date of the Service use is different from the order or the goX credit amount does not correspond to the purchased amount), every Gopass programme member is obliged to set up a complaint immediately once having discovered the reason(s) for their complaint, i.e. on the day the purchased Service or goX credit was not provided in the agreed or usual scope, quality, quantity and/or date. Otherwise, the right to complain shall expire. The complaint must be set up via email sent to reklamacia@gopass.sk (Services purchased in Slovakia and used in Slovakia) / info@gopass.at (Services used in Austria), reklamacje@gopass.pl (Services used in Poland) / reklamace@gopass.cz (Services used in the Czech Republic), or in writing in the form of a letter sent to the following address: GOPASS SE, Bernoláková 14, Liptovský Mikuláš 031 05, Slovak Republic. Any later complaints shall not be accepted. After reviewing the complaint, GOPASS SE records it in the complaints report, noting the circumstances of the complaint and the defects specified by the Gopass programme member. GOPASS SE issues a confirmation of the complaint submission for the Gopass programme member. If the complaint is filed via remote communication (email), GOPASS SE will promptly send the confirmation by email to the address provided for the member's registration in the Gopass programme. After a careful examination of the complaint, GOPASS SE will decide on the method of complaint resolution immediately. If the nature of the complaint does not allow for immediate resolution, GOPASS SE will inform the Gopass programme member of the time required for processing and note the period into the confirmation. The resolution period for the complaint shall not exceed 30 days from the date it is filed, unless objective reasons beyond the control of GOPASS SE prevent this. In such cases, GOPASS SE shall notify the Gopass programme member of the estimated time for handling the complaint. For the purposes of complaint processing, the Gopass programme member is required to provide contact information so that they can be notified of the resolution method if it is not possible to resolve the complaint immediately once filed.
- 9.3** If any Gopass programme member's complaint is not accepted by the respective Business partner (the reasons for the complaint are rejected), the Business partner shall inform the member of the reasons for rejecting the complaint in writing.
- 9.4** Every Gopass programme member is entitled to be reimbursed for necessary costs incurred in connection with filing their complaint. This right must be claimed with GOPASS SE no later than two months after the resolution of a justified complaint, otherwise, the right will expire.
- 9.5** GOPASS SE reserves the right to individually assess each complaint case.
- 9.6** Every Gopass programme member is required to provide GOPASS SE with the necessary cooperation for resolving the complaint as requested by GOPASS SE. Within the complaint processing period, GOPASS SE will send the Gopass programme member a response by email or postal mail regarding the complaint outcome and the method of defect resolution.
- 9.7** Complaints related to the GOPASS SE company can concern only defects of the scope of Services or of the goX credit when compared to the Service/goX credit order, not the Service as such and any complaints related to the provision of the Service that has been purchased by the Gopass programme member through the Gopass system must be addressed to the respective Business partner that the Gopass programme member is in a contractual relationship with.
- 9.8** If any Gopass programme member – natural person, i.e. a user who does not perform the line of their business, occupation or profession when concluding and/or performing their consumer contract is not satisfied with the way how GOPASS SE, i.e. the seller has dealt with their complaint or thinks that GOPASS SE has violated their rights, they are entitled to ask GOPASS SE, i.e. the seller to have the respective problem rectified. If GOPASS SE rejects the request

or does not respond to it within 30 days from the day it has been sent by the respective Gopass programme member, once asked by the Gopass programme member as mentioned above, the Gopass programme member is entitled to ask for alternative dispute resolution. The body authorised to deal with alternative dispute resolutions of GOPASS SE, i.e. the seller shall be a) the Czech Trade Inspection, Štěpánská 796/44, 1100 00 Prague 1, which can be contacted for the above-mentioned purpose on the following address: Czech Trade Inspection, Department of Out-of-Court Consumer Dispute Resolution, Štěpánská 796/44, 1100 00 Prague 1 or via an online form: <https://www.coi.cz/mimosoudni-reseni-spotrebitelskych-sporu-adr/>; b) or b) any other authorised legal entity registered in the list of bodies for alternative dispute resolution of the Ministry of Industry and Trade of the Czech Republic (the list of the bodies is available on the website: <https://www.mpo.cz/cz/ochrana-spotrebitele/mimosoudni-reseni-spotrebitelskych-sporu-adr/>). Every Gopass programme member has the right to choose which of the above-mentioned bodies for alternative dispute resolution they choose to have their problem dealt with. To do so, the Gopass programme member can use an online platform for alternative dispute resolution which is available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=CS>. For more information about alternative dispute resolution, please visit the website of the Czech Trade Inspection: <https://www.coi.cz/informace-o-adr/>.

10 CONTRACT TERMINATION

Contract termination by Gopass programme members as buyers

10.1 Contract termination related to Services purchased in the Gopass system and used in Slovakia:

10.1.1 Water park tickets: If any clients purchase any of the offered water park Services via the Gopass system at www.gopass.travel, they are **not entitled to withdraw from their distance contract** concluded outside office premises of the seller in accordance with § 19 Art. 1 letter l) Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts as subsequently amended.

10.1.1.1 Every Main user may terminate their contract, except Fresh track ticket or season passes, from the moment the contractual relationship arises until 11:59 pm on the day preceding the day the purchased Service (ticket) was to be provided, for any reason or without stating a reason. Cancellation is made by clicking on the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this clause of the GTC, the purchase price for the Service (ticket) paid by the Main user will be reduced by an administrative fee of one (1) Euro and then credited to the Main user's goX credit in their goX wallet. If the Main user chooses to terminate their contract under this clause of the GTC, they are not entitled to goX cashback for the purchased and subsequently cancelled Service.

10.1.1.2 Every Main user may terminate their contract, Fresh track ticket, ticket to Lomnický štít, except season passes, from the moment the contractual relationship arises until the moment the purchased Service (ticket) starts to be used, or until 12:00 noon on the day on which the Service was to be used, whichever occurs sooner, for any reason or without stating a reason. Cancellation is done by clicking on the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this clause of the GTC, the purchase price for the Service (ticket) paid by the Main user will be reduced by an administrative fee of five (5) Euros and then credited to the Main user's goX credit in their goX wallet. If the Main user chooses to terminate their contract under this clause of the GTC, they are not entitled to goX cashback for the purchased and subsequently cancelled Service.

10.1.2 Cableway tickets/ski passes: If clients purchase any of the offered cableway Services via the Gopass system at www.gopass.travel, the **right to withdraw from a distance contract** concluded outside office premises of the seller in accordance with § 14 Art. 6 letter m) Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts as subsequently amended **does not apply and the contract cannot be withdrawn from.**

10.1.2.1 Every Main user may terminate their contract, except the FRESH TRACK service, the Mt Lomnický štít ticket service and season passes/ski passes, from the moment the contractual relationship arises until 11:59 pm on the day preceding the day the purchased cableway Service was to be provided, for any reason or without stating a reason. Cancellation is made by clicking on the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this clause of the GTC, the purchase price for the cableway Service paid by the Main user will be reduced by an administrative fee of one (1) Euro and then credited to the Main user's goX credit in their goX

wallet. If the Main user chooses to terminate their contract under this clause of the GTC, they are not entitled to goX cashback for the purchased and subsequently cancelled Service.

10.1.2.2 Every Main user may terminate their contract, except season passes, except the FRESH TRACK service, the Mt Lomnický štít ticket service and season passes/ski passes, from the moment the contractual relationship arises until the moment the purchased cableway Service starts to be used, or until 12:00 noon on the day on which the Service was to be used, whichever occurs sooner, for any reason or without stating a reason. Cancellation is done by clicking on the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this clause of the GTC, the purchase price for the cableway Service paid by the Main user will be reduced by an administrative fee of five (5) Euros and then credited to the Main user's goX credit in their goX wallet. If the Main user chooses to terminate their contract under this clause of the GTC, they are not entitled to goX cashback for the purchased and subsequently cancelled Service.

10.1.3 Events/adventures: If clients purchase any of the offered event/adventure Services via the Gopass system on www.gopass.travel, they are **not entitled to withdraw from their distance contract** concluded outside office premises of the seller in accordance with § 19 Art. 1 letter I) Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts as subsequently amended.

10.1.4 Golf: Members of the Gopass programme who purchase any of the offered golf Services via the Gopass system at www.gopass.travel **are entitled to withdraw from their distance service contracts** concluded outside office premises of the seller in accordance with § 19 Art. 1 Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts as subsequently amended **within fourteen (14) days** from the day they conclude the service contract. For the purpose of contract withdrawal based on this GTC point, the moment when the respective Gopass programme member pays the Service purchase price is considered to be the contract conclusion. For contract withdrawal in the case of distance contracts and contracts concluded by Gopass programme members outside the business premises, the Business partners have authorised GOPASS SE to represent them fully, including receiving the withdrawal notice from Gopass programme members.

10.1.4.1 In order to execute the right to withdraw from the contract based on point 10.1.4 of the GTC, every Gopass programme member /user/ shall notify GOPASS SE about their decision by sending a clear and unequivocal notice to the following address: GOPASS SE, Bernoláková 14, Liptovský Mikuláš 03105, Slovak Republic or reklamacia@gopass.sk. Clients can also use the contract withdrawal sample [form](#) which is annexed to these GTC. If any member of the Gopass programme uses the option to withdraw from their contract, GOPASS SE shall accept it based on a special power of attorney from the respective Business partner and respond by using a permanent medium (email). The contract withdrawal period is considered to be respected if the respective contract withdrawal notice is sent to GOPASS SE no later than on the last day of the period. The burden of proving the right of withdrawal always rests on the respective Gopass programme member.

10.1.4.2 Every contract between the respective Business partner and the respective Gopass programme member withdrawn from based on point 10.1.4 of these GTC is considered cancelled in its entirety. On behalf of the respective Business partner, GOPASS SE shall return all payments that have been accepted from the respective Gopass programme member on behalf of the respective Business partner based on the contract (including transport costs) without undue delay but no later than within 14 days from the day the contract withdrawal notice is delivered. The payments shall be returned to the Gopass programme member by using the same payment method that was used to pay for the Service before.

10.1.4.3 If any Gopass programme member withdraws from their Service contract and the respective Business partner has already begun to offer the Services based on the request of the Gopass programme member before the contract withdrawal period expires, the Gopass programme member shall pay the agreed aliquot part of the service price to GOPASS SE based on the amount of services that have already been offered.

10.1.4.4 Instructions on exercising the right of the Gopass programme member, as a consumer, to withdraw from a distance contract and a contract concluded outside the business premises are attached as an annexe to these GTC.

10.1.5 Ski schools/ski rentals: If any clients purchase any of the offered ski school/ski rental Services via the Gopass system at www.gopass.travel, they are **not entitled to withdraw from their distance contract** concluded outside the office premises of the seller in accordance with § 19 Art. 1 letter I) Act No. 108/2024

Coll. on Consumer Protection and on Amendments and Additions to Certain Acts as subsequently amended.

10.1.5.1 Every Main user may terminate their ski school/rental Service contract from the moment the contractual relationship arises until 11:59 pm on the day preceding the day the purchased ski school/rental Service was to be provided, for any reason or without stating a reason. Cancellation is made by clicking on the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this clause of the GTC, the purchase price for the ski school/rental Service paid by the Main user will be reduced by an administrative fee of one (1) Euro and then credited to the Main user's goX credit in their goX wallet. If the Main user chooses to terminate their contract under this clause of the GTC, they are not entitled to goX cashback for the purchased and subsequently cancelled Service.

10.1.6 Accommodation: Main users who purchase accommodation Services at offered hotels via Gopass system at www.gopass.travel are not entitled to withdraw from their distance contract concluded outside office premises of the seller in accordance with § 19 Art. 1 letter l) Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts as subsequently amended.

10.1.6.1 If any Gopass programme member terminates their contract or cancels their confirmed reservation of accommodation services, or partially terminates their contract or partially cancels their confirmed reservation of accommodation services, they are obliged to pay a cancellation fee based on the cancellation policy included in the general terms and conditions related to "Booking of accommodation and other related services" which are published on the websites of individual accommodation establishments, i.e.: www.ghpraha.sk, www.grandhotel.sk, www.hotelfis.sk, www.hotelposta.sk, www.chaletsjasna.sk, www.tatralandiavillage.sk, www.galeriathermal.sk, www.hotelbesenova.sk, www.grandjasna.sk, www.hotelrotunda.sk, www.tristudnický.sk, www.hotelsrdiecko.sk.

10.1.7 Gopass card: Members of the Gopass programme who purchase Gopass cards for Euros via the Gopass system at www.gopass.travel are entitled to withdraw from their distance service contracts concluded outside office premises of the seller in accordance with § 19 Art. 1 Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts as subsequently amended **within fourteen (14) days** from the day they conclude the service contract. Every Gopass programme member can withdraw from their contract regarding a Gopass card delivery also before the withdrawal period begins.

10.1.7.1 When executing the right to withdraw from the contract based on point 10.1.7 GTC, every Gopass programme member /user/ shall notify GOPASS SE about their decision by sending a clear and unequivocal notice to the following address: GOPASS SE, Bernoláková 14, Liptovský Mikuláš 03105, Slovak Republic or reklamacia@gopass.sk. Clients can also use the contract withdrawal sample [form](#) which is annexed to these GTC. If any member of the Gopass programme uses the option to withdraw from their contract, GOPASS SE shall accept it based on a special power of attorney from the respective Business partner and respond by using a permanent medium (email). The contract withdrawal period is considered to be respected if the respective contract withdrawal notice is sent to GOPASS SE no later than on the last day of the period. The burden of proving the right of withdrawal always rests on the respective Gopass programme member.

10.1.7.2 Every contract between the respective Business partner and the respective Gopass programme member withdrawn from based on point 10.1.7 of these GTC is considered cancelled in its entirety. On behalf of the respective Business partner, GOPASS SE shall return all payments that have been accepted from the respective Gopass programme member on behalf of the respective Business partner based on the contract (including transport costs) without undue delay but no later than within 14 days from the day the contract withdrawal notice is delivered. The payments shall be returned to the Gopass programme member by using the same payment method that was used to pay for the Service before GOPASS SE is not obliged to reimburse extra costs of the Gopass programme member if the Gopass programme member has chosen another form of delivery than the cheapest regular method offered by the seller. Extra costs are defined as the difference between the costs of the delivery chosen by the consumer and the costs of the cheapest delivery form offered by the seller.

10.1.7.3 Every Gopass programme member who withdraws from their contract is obliged to send their Gopass card(s) back to the postal address: Bernoláková 14, Liptovský Mikuláš 031 05, Slovak Republic no later than within 14 days from the day the contract has been withdrawn from. The period as specified in the previous sentence is considered to be met if the Gopass card is handed over to a transport company no later than on the last day of the period.

10.1.7.4 When withdrawing from a contract, every Gopass programme member shall bear only costs related to returning their Gopass card.

10.2 Contract termination related to goX credit purchase

10.2.1 Members of the Gopass programme who purchase goX credit via the Gopass system at www.gopass.travel **are entitled to withdraw from their service contracts** in accordance with § 1829 and Act. No. 89/2012 Sb. Civil Code, as subsequently amended within fourteen (14) days from the day the purchased goX credit is added to the goX wallet of the respective Main user.

10.2.1.1 When executing the right to withdraw from the contract based on point 10.2.1 GTC, every Gopass programme member/user/ shall notify GOPASS SE about their decision by sending a clear and unequivocal notice to the following address: GOPASS SE, Bernolákova 14, Liptovský Mikuláš 03105, Slovak Republic or reklamace@gopass.cz. Clients can also use the contract withdrawal sample [form](#), which is annexed to these GTC. If any member of the Gopass programme uses the option to withdraw from their contract, GOPASS SE shall accept it and respond by using a permanent medium (email). The contract withdrawal period is considered to be respected if the respective contract withdrawal notice is sent to GOPASS SE no later than on the last day of the period. The burden of proving the right of withdrawal always rests on the respective Gopass programme member.

10.2.1.2 Every contract between GOPASS SE and the respective Gopass programme member withdrawn from based on point 10.2.1 of these GTC is considered cancelled in its entirety. GOPASS SE shall return all payments that have been accepted from the respective Gopass programme member based on the contract (including transport costs) without undue delay but no later than within 14 days from the day the contract withdrawal notice is delivered. The payments shall be returned to the Gopass programme member by using the same payment method that was used to pay for the Service before. If withdrawing from the contract in accordance with point 10.2.1 of these GTC, the respective Gopass programme member shall bear the costs related to returning purchased goX credit.

10.3 Contract termination related to Services used in the Czech Republic:

10.3.1 Cableway tickets/ski passes and Activities: If clients purchase any of the offered cableway Services including Activities via the Gopass system at www.gopass.travel, § 1820 to § 1839 of Act No. 89/2012 Coll. Civil Code as subsequently amended **shall not apply** to any agreement concluded in accordance with § 1840 point h) of Act No. 89/2012 Coll. Civil Code as subsequently amended and such **contract cannot be withdrawn from**.

10.3.1.1 Every Main user can terminate their contract except the FRESH TRACK, Activities, BIKE PASS 3 and 6 services and in the case of season ski passes/tickets from the moment the contractual relationship arises until 11:59 pm on the day preceding the day the purchased cableway/activity Service was to be provided, for any reason or without stating a reason. Cancellation is made by clicking on the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this clause of the GTC, the purchase price for the cableway/activity Service paid by the Main user will be reduced by an administrative fee of thirty (30) Czech crowns and then credited to the Main user's goX credit in their goX wallet. If the Main user chooses to terminate their contract under this clause of the GTC, they are not entitled to goX cashback for the purchased and subsequently cancelled Service.

10.3.1.2 Every Main user can terminate their contract except the FRESH TRACK, Activities, BIKE PASS 3 and 6 services and in the case of season ski passes/tickets from the moment the contractual relationship arises until the moment the purchased cableway Service starts to be used, or until 12:00 noon on the day on which the Service was to be used, whichever occurs sooner, for any reason or without stating a reason. Cancellation is done by clicking on the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this clause of the GTC, the purchase price for the cableway Service paid by the Main user will be reduced by an administrative fee of one hundred fifty (150) Czech crown and then credited to the Main user's goX credit in their goX wallet. If the Main user chooses to terminate their contract under this clause of the GTC, they are not entitled to goX cashback for the purchased and subsequently cancelled Service.

10.3.2 Events/adventures: If clients purchase any of the offered event/adventure Services via the Gopass system at www.gopass.travel, **the contract cannot be withdrawn from** in accordance with § 1837 item j) of Act No. 89/2012 Coll. Civil Code related to contract termination as subsequently amended.

10.3.3 Golf: Members of the Gopass programme who purchase any of the offered golf Services via the Gopass system at www.gopass.travel **are entitled to withdraw from their service contracts** in accordance with § 1820 – § 1839 Act No. 89/2012 Coll. Civil Code as subsequently amended **within fourteen (14) days**

from the day they conclude the service contract. For the purpose of contract withdrawal based on this GTC item, the moment when the respective Gopass programme member pays the Service purchase price is considered to be the moment of accepting the selected Golf service.

- 10.3.3.1 In order to execute the right to withdraw from the contract based on point 10.3.3 of the GTC, every Gopass programme member /user/ shall notify GOPASS SE about their decision by sending a clear and unequivocal notice to the following address: GOPASS SE, Bernolákova 14, Liptovský Mikuláš 03105, Slovak Republic or reklamace@gopass.cz. Clients can also use the contract withdrawal sample [form](#), which is annexed to these GTC. If any member of the Gopass programme uses the option to withdraw from their contract, GOPASS SE shall accept it based on a special power of attorney from the respective Business partner and respond by using a permanent medium (email). The contract withdrawal period is considered to be respected if the respective contract withdrawal notice is sent to GOPASS SE no later than on the last day of the period. The burden of proving the right of withdrawal always rests on the respective Gopass programme member.
- 10.3.3.2 Every contract between the respective Business partner and the respective Gopass programme member withdrawn from based on point 10.3.3 of these GTC is considered cancelled in its entirety. On behalf of the respective Business partner, GOPASS SE shall return all payments that have been accepted from the respective Gopass programme member on behalf of the respective Business partner based on the contract (including transport costs) without undue delay but no later than within 14 days from the day the contract withdrawal notice is delivered. The payments shall be returned to the Gopass programme member by using the same payment method that was used to pay for the Service before. GOPASS SE is not obliged to reimburse extra costs of the Gopass programme member if the Gopass programme member has chosen another form of delivery than the cheapest regular method offered by the seller. Extra costs are defined as the difference between the costs of the delivery chosen by the consumer and the costs of the cheapest delivery form offered by the seller.
- 10.3.3.3 If any Gopass programme member withdraws from their Service contract and the respective Business partner has already begun to offer the Services based on the request of the Gopass programme member before the contract withdrawal period expires, the Gopass programme member shall pay the agreed aliquot part of the service price to GOPASS SE based on the amount of services that have already been offered.
- 10.3.3.4 Instructions on exercising the right of the Gopass programme member, as a consumer, to withdraw from a distance contract are attached as an annexe to these GTC.

10.3.4 Ski schools/ski rentals: If any clients purchase any of the offered ski school/ski rental Services via the Gopass system at www.gopass.travel, **the contract cannot be withdrawn from** in accordance with § 1837 item j) of Act No. 89/2012 Coll. Civil Code related to contract termination as subsequently amended.

- 10.3.4.1 Every Main user is entitled to terminate their ski school/ski rental Service from the moment the contractual relationship arises until 11:59 pm on the day preceding the day the purchased ski school/rental Service was to be provided, for any reason or without stating a reason. Cancellation is made by clicking on the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this clause of the GTC, the purchase price for the ski school/rental Service paid by the Main user will be reduced by an administrative fee of thirty (30) Czech crowns and then credited to the Main user's goX credit in their goX wallet. If the Main user chooses to terminate their contract under this clause of the GTC, they are not entitled to goX cashback for the purchased and subsequently cancelled Service.

10.3.5 Gopass card: Members of the Gopass programme who purchase Gopass cards for Czech crowns via the Gopass system at www.gopass.travel **are entitled to withdraw from their service contracts** in accordance with § 1820 – § 1839 Act No. 89/2012 Coll. Civil Code as subsequently amended within fourteen (14) days from the day they collect their Gopass cards.

- 10.3.5.1 When executing the right to withdraw from the contract based on point 10.3.5 GTC, every Gopass programme member/user/ shall notify GOPASS SE about their decision by sending a clear and unequivocal notice to the following address: GOPASS SE, Bernolákova 14, Liptovský Mikuláš 03105, Slovak Republic or reklamace@gopass.cz. Clients can also use the contract withdrawal sample [form](#), which is annexed to these GTC. If any member of the Gopass programme uses the option to withdraw from their contract, GOPASS SE shall accept it based on a special power of attorney from the respective Business partner and respond by using a permanent medium (email). The contract withdrawal period is considered to be respected if the respective contract withdrawal notice is sent to GOPASS SE no later than on the last day of the period. The burden of proving the right of withdrawal always rests on the respective Gopass programme member.

- 10.3.5.2 Every contract between the respective Business partner and the respective Gopass programme member withdrawn from based on point 10.3.5 of these GTC is considered cancelled in its entirety. On behalf of the respective Business partner, GOPASS SE shall return all payments that have been accepted from the respective Gopass programme member on behalf of the respective Business partner based on the contract (including transport costs) without undue delay but no later than within 14 days from the day the contract withdrawal notice is delivered. The payments shall be returned to the Gopass programme member by using the same payment method that was used to pay for the Service before. Every Gopass programme member is obliged to return, i.e. send their product(s) back to GOPASS SE no later than within 14 days from the day the contract has been withdrawn from. The period as specified in the previous sentence is considered to be met if the product is sent to GOPASS SE: Bernoláková 14, Liptovský Mikuláš 031 05, Slovak Republic no later than within 14 days from the day they withdraw from their contract. GOPASS SE is not obliged to pay the purchase price back before the respective Gopass programme member returns their Gopass card or proves to have sent it to GOPASS SE. When withdrawing from a contract based on point 10.3.5 GTC, every Gopass programme member shall bear all costs related to returning their product.
- 10.3.5.3 Instructions on exercising the right of the Gopass programme member, as a consumer, to withdraw from a distance contract are attached as an annexe to these GTC.

10.4 Contract termination related to Services used in Poland:

10.4.1 Amusement park tickets: If clients purchase any of the offered amusement park Services via the Gopass system at www.gopass.travel, **§ 27 Act of 30/04/2014 on Consumer Rights** of 30/04/2014 (Dz.U.2017.683) with reference to § 38 Art. 12 Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) **related to contract termination does not apply.**

- 10.4.1.1 Every Main user can terminate their amusement park Service contract except the season ticket contract from the moment the contractual relationship arises until 11:59 pm on the day preceding the day the purchased amusement park Service was to be provided, for any reason or without stating a reason. Cancellation is made by clicking on the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this clause of the GTC, the purchase price for the amusement park Service paid by the Main user will be reduced by an administrative fee of five (5) Polish zloty and then credited to the Main user's goX credit in their goX wallet. If the Main user chooses to terminate their contract under this clause of the GTC, they are not entitled to goX cashback for the purchased and subsequently cancelled Service.
- 10.4.1.2 Every Main user can terminate their amusement park Service contract except the season ticket contract from the moment the contractual relationship arises until the moment the purchased amusement park Service starts to be used, or until 12:00 noon on the day on which the Service was to be used, whichever occurs sooner, for any reason or without stating a reason. Cancellation is done by clicking on the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this clause of the GTC, the purchase price for the amusement park Service paid by the Main user will be reduced by an administrative fee of twenty-five (25) Polish zloty and then credited to the Main user's goX credit in their goX wallet. If the Main user chooses to terminate their contract under this clause of the GTC, they are not entitled to goX cashback for the purchased and subsequently cancelled Service.

10.4.2 Cableway tickets/ski passes: If clients purchase any of the offered cableway Services via the Gopass system at www.gopass.travel, **Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) does not apply.**

- 10.4.2.1 Every Main user can terminate their contract except the FRESH TRACK contract and in the case of season ski passes/tickets from the moment the contractual relationship arises until 11:59 pm on the day preceding the day the purchased cableway Service was to be provided, for any reason or without stating a reason. Cancellation is made by clicking on the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this clause of the GTC, the purchase price for the cableway Service paid by the Main user will be reduced by an administrative fee of five (5) Polish zloty and then credited to the Main user's goX credit in their goX wallet. If the Main user chooses to terminate their contract under this clause of the GTC, they are not entitled to goX cashback for the purchased and subsequently cancelled Service.
- 10.4.2.2 Every Main user can terminate their contract except the FRESH TRACK contract and in the case of season ski passes/tickets from the moment the contractual relationship arises until the moment the purchased cableway Service starts to be used, or until 12:00 noon on the day on which the

Service was to be used, whichever occurs sooner, for any reason or without stating a reason. Cancellation is done by clicking on the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this clause of the GTC, the purchase price for the cableway Service paid by the Main user will be reduced by an administrative fee of twenty-five (25) Polish zloty and then credited to the Main user's goX credit in their goX wallet. If the Main user chooses to terminate their contract under this clause of the GTC, they are not entitled to goX cashback for the purchased and subsequently cancelled Service.

10.4.3 Events/adventures: If clients purchase any of the offered event/adventure Services via the Gopass system at www.gopass.travel, § 27 Act of 30/04/2014 on Consumer Rights of 30/04/2014 (Dz.U.2017.683) with reference to § 38 Art. 12 Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) related to **contract termination does not apply**.

10.4.4 Ski schools/ski rentals: If any clients purchase any of the offered ski school/ski rental Services via the Gopass system at www.gopass.travel, § 27 Act of 30/04/2014 on Consumer Rights of 30/04/2014 (Dz.U.2017.683) with reference to § 38 Art. 12 Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) related to **contract termination does not apply**.

10.4.4.1 Every Main user is entitled to terminate their ski school/ski rental Service contract from the moment the contractual relationship arises until 11:59 pm on the day preceding the day the purchased ski school/rental Service was to be provided, for any reason or without stating a reason. Cancellation is made by clicking on the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this clause of the GTC, the purchase price for the ski school/rental Service paid by the Main user will be reduced by an administrative fee of five (5) Polish zloty and then credited to the Main user's goX credit in their goX wallet. If the Main user chooses to terminate their contract under this clause of the GTC, they are not entitled to goX cashback for the purchased and subsequently cancelled Service.

10.4.5 Gopass card: Members of the Gopass programme who purchase Gopass cards for Polish zloty via the Gopass system at www.gopass.travel are entitled to withdraw from their Service contracts in accordance with Art. 27 and Act of 30th May 2014 on Consumer Rights (Statute Book from 2014, item 827, as subsequently amended) **within fourteen (14) days** from the day they collect their Gopass cards. Every Gopass programme member can withdraw from their contract regarding a Gopass card delivery also before the withdrawal period begins.

10.4.5.1 When executing the right to withdraw from the contract based on point 10.4.5 GTC, every Gopass programme member /user/ shall notify GOPASS SE about their decision by sending a clear and unequivocal notice to the following address: GOPASS SE, Bernolákova 14, Liptovský Mikuláš 03105, Slovak Republic or reklamacje@gopass.pl. Clients can also use the contract withdrawal sample [form](#), which is annexed to these GTC. If any member of the Gopass programme uses the option to withdraw from their contract, GOPASS SE shall accept it based on a special power of attorney from the respective Business partner and respond by using a permanent medium (email). The contract withdrawal period is considered to be respected if the respective contract withdrawal notice is sent to GOPASS SE no later than on the last day of the period. The burden of proving the right of withdrawal always rests on the respective Gopass programme member.

10.4.5.2 Every contract between the respective Business partner and the respective Gopass programme member withdrawn from based on point 10.4.5 of these GTC is considered cancelled in its entirety. On behalf of the respective Business partner, GOPASS SE shall return all payments that have been accepted from the respective Gopass programme member on behalf of the respective Business partner based on the contract (including transport costs) without undue delay but no later than within 14 days from the day the contract withdrawal notice is delivered. The payments shall be returned to the Gopass programme member by using the same payment method that was used to pay for the Service before. Every Gopass programme member is obliged to return, i.e. send their product(s) back to GOPASS SE no later than within 14 days from the day the contract has been withdrawn from. The period as specified in the previous sentence is considered to be met if the product is sent to GOPASS SE: Bernolákova 14, Liptovský Mikuláš 031 05, Slovak Republic no later than within 14 days from the day they withdraw from their contract. GOPASS SE is not obliged to pay the purchase price back before the respective Gopass programme member returns their Gopass card or proves to have sent it to GOPASS SE. When withdrawing from a contract based on point 10.4.5 GTC, every Gopass programme member shall bear all costs related to returning their product.

10.4.5.3 Instructions on exercising the right of the Gopass programme member, as a consumer, to withdraw from a distance contract are attached as an annexe to these GTC.

10.5 Contract termination related to Services used in Austria:

10.5.1 Cableway tickets/ski passes: If clients purchase any of the offered cableway Services via the Gopass system at www.gopass.travel, **leisure time activity service contracts concluded online in accordance with § 18 Art. 10 FAGG cannot be withdrawn from.**

10.5.1.1 Every Main user can terminate their contract except the FRESH TRACK contract and in the case of season ski passes/tickets from the moment the contractual relationship arises until 11:59 pm on the day preceding the day the purchased cableway Service was to be provided, for any reason or without stating a reason. Cancellation is made by clicking on the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this clause of the GTC, the purchase price for the cableway Service paid by the Main user will be reduced by an administrative fee of one (1) Euro and then credited to the Main user's goX credit in their goX wallet. If the Main user chooses to terminate their contract under this clause of the GTC, they are not entitled to goX cashback for the purchased and subsequently cancelled Service.

10.5.1.2 Every Main user can terminate their contract except the FRESH TRACK contract and in the case of season ski passes/tickets from the moment the contractual relationship arises until the moment the purchased cableway Service starts to be used, or until 12:00 noon on the day on which the Service was to be used, whichever occurs sooner, for any reason or without stating a reason. Cancellation is done by clicking on the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this clause of the GTC, the purchase price for the cableway Service paid by the Main user will be reduced by an administrative fee of five (5) Euros and then credited to the Main user's goX credit in their goX wallet. If the Main user chooses to terminate their contract under this clause of the GTC, they are not entitled to goX cashback for the purchased and subsequently cancelled Service.

Contract termination by Business partners as sellers

10.6 Any Business partner, as the seller, has the right to withdraw from any Service order in the event of an apparent error in the Service purchase price (i.e. a clearly incorrect purchase price for this type of Service compared to the usual purchase price). An apparent error in the Service purchase price is particularly, but not only, an incorrect number of digits, an obviously low purchase price (e.g. 50% lower than the usual price for this type and category of Service), a currency error or other obvious typographical errors, as well as any technical errors when listing the Service purchase price in the Gopass system or during the ordering process. Business partners are not obliged to provide/offer the respective Service to Gopass programme members at such an apparently erroneous purchase price, even if a Gopass programme member has received an order confirmation according to these GTC. If such a situation arises, the Business partner is required to promptly contact the Gopass programme member via GOPASS SE to agree on the next steps. If the Gopass programme member has already paid the Service purchase price, the purchase price will be refunded by transfer to the bank account (or card) from which the payment was made as soon as possible, but no later than 14 days from the Business partner's withdrawal from the order.

10.7 Any Business partner is entitled to withdraw from an order if the correct purchase price of the Service is listed, but a technical error occurs in the Gopass system during order processing, which results in the Gopass programme member receiving an order confirmation with an erroneous purchase price.

10.8 Any Business partner is entitled to withdraw from an order if a Gopass programme member applies a discount code when ordering, but a technical error occurs in the Gopass system during order processing, which results in incorrect application of the discount code, and the Gopass programme member receives an order confirmation with a higher discount than the one corresponding to the discount anticipated by applying the code as it was presented and provided to the Gopass programme member.

10.9 Any Business partner is not obliged to provide a Service to a Gopass programme member if the Service is presented or advertised with an apparently erroneous purchase price in any advertisement.

11 LOST, STOLEN AND DAMAGED GOPASS CARDS

- 11.1 Gopass cards are sold to Gopass members (Main users/Subordinate users) based on their request and for an indefinite period of time.
- 11.2 Every Gopass programme member is obliged to protect their Gopass card and prevent it from being lost, damaged or destroyed. They are also obliged to prevent that their Gopass card is used by an unauthorised person.
- 11.3 Every Gopass programme member (or their legal representative) is obliged to report the damage, loss or theft of their Gopass card without undue delay – to client centres of the Business partners, or by calling the Gopass helpline: 0850 122 155 (international calls: +421 220 510 448). Main users can block their Gopass cards by logging to their Gopass account at www.gopass.travel based on their registration (Gopass cards of Subordinate users can be blocked as well). Once being informed, GOPASS SE shall block the respective Gopass card immediately.
- 11.4 Every Main user/Subordinate user can buy a new Gopass card if their Gopass card gets lost, stolen, damaged or due to any other reason. They can do so in client centres of individual resorts of the Business partners. To have a new Gopass card issued, every Gopass programme member has to pay EUR 2 incl. VAT /CZK 50 incl. VAT /PLN 10 incl. VAT/Gopass card and EUR 3 incl. VAT for a card used for the first time in the Muttereralm resort, Austria; and a handling fee of EUR 5 incl. VAT/CZK 150 incl. VAT/PLN 20 incl. VAT/Gopass card.
- 11.5 Once a new Gopass card is purchased, all previous records and settings in the account of the respective Main user remain unchanged and the new card added to the Gopass account is considered the only valid card of the respective Main user/Subordinate user.
- 11.6 If any lost, stolen or damaged Gopass card was topped up with a ski pass, the respective Gopass programme member will be given a new card with a ski pass for the remaining number of skiing days.
- 11.7 No programme member is entitled to be paid the whole or aliquot ski pass price back; or to receive any other form of compensation for the days they were late with their card loss/theft report. The programme member is not entitled to receive any financial or non-financial compensation for the loyalty points that might be potentially used by an unauthorised person on the day the respective Gopass card was blocked.

12 GOPASS PROGRAMME MEMBERSHIP EXPIRATION

12.1 The Gopass programme membership can expire:

12.1.1 in accordance with point 12.2 of these GTC on Gopass programme membership expiration;

12.1.2 by terminating the programme membership in accordance with point 12.4 of these GTC;

12.1.3 when the GOPASS programme is cancelled by GOPASS SE;

12.1.4 due to inactivity:

12.1.4.1 If any Main user and any of their Subordinate users don't make any purchase at the Gopass acceptance points or in the Gopass system and don't earn or use any goX cashback at the acceptance points or in the Gopass system (hereinafter referred to as "**Transaction(s)**") in the course of three (3) consecutive years, GOPASS SE is entitled to send an email to the Main user to their email address entered in the Gopass programme registration process and inform them that their Gopass programme membership might expire due to inactivity if the Main user and any Subordinate users don't make any Transactions within 30 days after being notified. After the 30-day period as specified in the previous sentence expires, the **Gopass programme membership of the Main user and of all Subordinate users** added to the Main account of the Main user **expire**. The 3-year period as specified in the first sentence of this point begins for the first time on the day when the respective Main Gopass account is created and is renewed (i.e. counting starts from the beginning) when any Transaction is made. The above-mentioned applies also if the Main Gopass account is created or the last Transaction is made before the effective date of these GTC.

12.1.4.2 If any Subordinate user doesn't make any Transaction in the course of three (3) consecutive years, GOPASS SE is entitled to send an email to the Main user to their email address entered in the Gopass programme registration process and inform them that the Gopass programme membership of the

specific Subordinate user in their Gopass account might expire due to inactivity if the Subordinate user doesn't make any Transaction within 30 days after the Main user is notified. After the 30-day period as specified in the previous sentence expires, the **Gopass programme membership of the Subordinate user expires**. The 3-year period as specified in the first sentence of this point begins for the first time on the day when the respective Subordinate Gopass account is created and is renewed (i.e. counting starts from the beginning) when any Transaction is made. The above-mentioned applies also if the Subordinate Gopass account is created or the last Transaction is made before the effective date of these GTC.

- 12.1.5** If a Subordinate user is cancelled by their Main user from their Main account, i.e. by clicking on "cancel a member" from the Main user's account.
- 12.2** The Gopass programme membership expires immediately:
- 12.2.1** if any Gopass programme member abuses the benefits offered by the Gopass programme;
 - 12.2.2** if any Gopass programme member violates these GTC or the terms and conditions of any Service offered by the Business partners that has been purchased or used via the Gopass system;
 - 12.2.3** if any Gopass member provides false data when registering;
 - 12.2.4** if any Gopass member uses their Gopass card contrary to these GTC or enables any other unauthorised person to use their Gopass card;
 - 12.2.5** if any Gopass member informs GOPASS SE that they do not agree to the changes of the GTC in accordance with Article 14, point 14.4 of these GTC.
- 12.3** If GOPASS SE discovers a reason for immediate membership termination of any Gopass member in accordance with points 12.2.1 to 12.2.4 of these GTC, the company is entitled to block the respective Main/Subordinate account of the Gopass programme member without prior notification and the membership expires on the day the reasons for immediate membership termination are discovered. Any membership terminated in accordance with point 12.2.5 of these GTC expires on the day the respective written notice of the Gopass member about disagreeing to GTC changes is delivered to GOPASS SE.
- 12.4** Every Gopass programme member is entitled to cancel their programme membership without specifying the reason. This must be done in writing, in the form of an official request sent to: GOPASS SE, Bernolákova 14, 031 05 Liptovský Mikuláš, Slovak Republic. In such case, the membership expires on the last day of the month when the cancellation notice is delivered to GOPASS SE. If any Gopass programme member has purchased a service that is supposed to be used after the notice period expires, the respective programme membership expires one day after the service is used, or after the period that is offered for using the purchased service.
- 12.5** If any Gopass programme member cancels or terminates their programme membership, whatever the reason and the form of membership cancellation or expiration, they lose any rights related to the Gopass programme membership, mainly the right to all goX cashback added to the goX wallet of the Main user, discounts and benefits resulting from Gopass membership. If any membership is terminated based on points 12.2.1 to 12.2.4 of these GTC, the respective Gopass programme member is not entitled to receive financial or any other compensation for services that have been purchased in the Gopass system and could not be used. They are also not entitled to be refunded the respective price or its aliquot part. If any membership is terminated based on point 12.2.5 of these GTC, the respective Gopass programme member is entitled to have an aliquot part of the service price refunded (for the unused service) as of the day of the membership termination.
- 12.6** If any membership in the Gopass programme is terminated for any reason and in any manner, the goX credit balance as of the date of the membership termination will be refunded to the Gopass programme member within 30 working days from the date of termination. Any unused goX cashback as of the date of membership termination will be forfeited, and the Gopass programme member shall not be entitled to any financial or non-financial compensation for unused goX cashback as of the date of membership termination.

13 PRIVACY POLICY

13.1 Details related to the protection of personal data are included in the Data Protection and Privacy Policy of TMR Group and published on the website: www.tmr.sk/o-nas/gdpr/.

14 FINAL PROVISIONS

14.1 The General Terms and Conditions of the Gopass programme become effective and enter into force on 1/11/2024. Once in force, these GTC replace the General Terms and Conditions of the Gopass programme, which were effective until 31/10/2024.

14.2 Reduced prices, discounts, goX cashback, rewards and other benefits meant for Gopass programme members are not legally recoverable.

14.3 Every programme member is obliged to acquaint themselves with the latest version of these GTC when registering for the Gopass programme and before confirming their Service purchase in the Gopass system at www.gopass.travel.

14.4 GOPASS SE is entitled to unilaterally amend the GTC or fully replace them with a new version. The company is also entitled to modify the amount of goX cashback for individual cashback levels, the individual cashback levels or other conditions of goX cashback, as well as Services for which goX cashback cannot be used, and the Business partners with whom goX cashback can be used/earned. GOPASS SE shall inform Gopass programme members of any changes in advance by publishing the new Terms and Conditions at www.gopass.travel.

14.5 If any Gopass programme member does not agree with any GTC change, they are entitled to terminate their programme membership as of the day the changed GTC are published with immediate effect. To do so, they must send a written membership termination notice via email to: info@gopass.sk, info@gopass.at, info@gopass.cz, info@gopass.pl. Immediate membership termination does not affect the way how the respective programme member uses services that have already been purchased before. This shall be discussed individually by each programme member. By not terminating their programme memberships, every Gopass programme member automatically agrees to GTC changes. Implied manifestations of the will of individual Gopass programme members related to performing factual or legal acts, i.e. continuing to buy Services in the Gopass system and earning/using goX cashback at acceptance points of the Business partners are regarded as clearly expressed consent to GTC.

14.6 All relationships not specified by these GTC are governed by the laws and regulations of the Slovak Republic and specific general terms and conditions of the Business partners related to individual Services.

15 GOPASS PROGRAMME CONTACT ADDRESS

GOPASS SE

Komořanská 326/63, Modřany
143 00 Prague 4
Czech Republic

Postal address:
Bernolákova 14
031 01 Liptovský Mikuláš 1
Slovak Republic

Gopass helpline: 0850 122 155

International helpline: +421 220 510 448

Gopass helpline for Špindlerův Mlýn: +420 499 467 101

Gopass helpline for Poland: +48 801 765 700

Gopass helpline for Austria: +43 720 778 807

Email: info@gopass.sk, reklamacia@gopass.sk, info@gopass.cz, info@gopass.at,
reklamace@gopass.cz, info@gopass.pl, reklamacje@gopass.pl, reklamation@gopass.at

SUPERVISORY BODIES

Czech Trade Inspection

Inspectorate for the Central Bohemian Region and the capital city of Prague

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