

ONLINE TERMS AND CONDITIONS

of SNĚŽNÍK a.s., with its registered office at Velká Morava 79, 561 69 Dolní Morava, Company ID No.: 269 79 136, registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section B, Insert 2886 (hereinafter the “Operator”), which operates, inter alia, MELORI aqua & spa (hereinafter the “Wellness”), for the Operator’s online shop, i.e. for all categories of products offered therein (hereinafter the “E-shop” or the “Online Shop”), located at <https://eshop.melori.cz>, and further for all other methods of concluding purchase or other contracts, e.g. contracts for the transport of persons (hereinafter also the “Purchase Agreement” or “Agreement”), where the Operator uses a means of distance communication to conclude the Agreement (e.g. e-mail following prior communication via a web form) without the simultaneous physical presence of the buyer (hereinafter the “means of distance communication”), hereinafter referred to as the “Terms and Conditions” or “Terms”. When concluding Purchase Agreements, the Operator acts within the scope of its business activity. Under the current wording of these Terms, the use of a means of distance communication (other than the Online Shop) is only possible for the conclusion of contracts for organised groups, in accordance with the special provisions in Article 5.

1. INTRODUCTORY PROVISIONS

1.1. These Terms and Conditions regulate the mutual rights and obligations of the contracting parties arising in connection with the conclusion of Purchase Agreements (and form an integral part thereof) via the E-shop which the Operator operates at the above address, through the interface of that website (hereinafter the “Website”) or via the above-mentioned means of distance communication. Any deviating provisions in Purchase Agreements concluded through the Online Shop or by means of distance communication, especially those concerning the subject matter and conditions of sale, shall prevail over the wording of these Terms and Conditions.

1.2. The Operator enables purchases via the E-shop both without registration and with registration. Registration is associated with discounted purchase of products and other benefits provided by the Operator (in particular the option to postpone the use of a product into the future in accordance with Article 2.1(a), last paragraph), which are displayed after logging into the personal profile of a registered customer (i.e. the buyer), all within the Operator’s resort loyalty programme “Resort card”. Online registration here: <https://eshop.melori.cz>; cancellation of registration in the loyalty programme is only possible by a notice from the buyer sent from their registered e-mail address to the Operator’s e-mail: info@melori.cz.

The Operator also issues, under the conditions set out herein, a registered or non-registered card, both of which are chip cards. Where these Terms apply to both a registered and a non-registered card, the common term “chip card” may be used. A registered card is personalised by registration, non-transferable, and its issuance is

subject, for newly registered buyers, to a fee according to the Operator's valid price list; the card is non-refundable. A non-registered card is non-personalised, non-transferable, and its issuance is subject, for everyone, to a refundable deposit according to the valid price list; it is issued when purchasing Wellness services. A Resort card (purchased or topped up with credit under the Operator's previous terms and conditions), whose holder does not complete registration, remains the bearer of the value of the deposit paid upon issuance of this card and any credit of the electronic wallet loaded thereon.

1.3. In the Online Shop, the buyer may purchase the selected category of products – individual types (products) of online tariffs pursuant to Article 2.1 as a direct service or vouchers pursuant to Article 2.2 as service vouchers. Before each such purchase, the buyer may choose to purchase with registration or without registration, if this is permitted for the purchase of the particular product; more detailed conditions are stated for each product category.

1.4. By purchasing an online tariff product or a voucher, whether in the E-shop or by means of distance communication, the buyer undertakes to respect and comply with these Terms and Conditions, as well as with the Operating Rules of the Dolní Morava Mountain Resort in their current wording (published here), if they have purchased an online tariff product or voucher related to transport, and the operating rules of other winter and summer activities (published here), which constitute products of online tariffs or vouchers, with which the buyer is obliged to familiarise themselves before entering them, and further to comply with all published (especially safety) instructions, pictograms (in particular for protection against injury), etc. issued by the Operator or placed by it in the resort, and with the instructions of staff. At the consumer's request, the Operator shall explain the meaning of the pictograms. The sale of online tariff products and vouchers is carried out in accordance with the provisions of applicable legislation, in particular Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter also "CC"), other legal regulations of the Czech Republic, Regulations of the European Parliament and of the Council, in particular Regulation (EU) 2016/679 (hereinafter the "GDPR Regulation").

2. PURCHASE OF ONLINE TARIFFS AND VOUCHERS

Online tariffs and vouchers may be purchased via the E-shop or by means of distance communication under the conditions set out below by any person (hereinafter the "buyer"). The buyer may be a consumer (purchasing outside the scope of their business activity or outside the scope of the independent exercise of their profession) or an entrepreneur, for whom these Terms and Conditions may, in accordance with the Civil Code, exclude the application of certain provisions intended solely for consumer protection. If an online tariff or voucher relates to a service whose provision is, under applicable law, conditional upon the attainment of a certain age (e.g. 15 years) or special competence (e.g. holding a driving licence), it may only

be used by a person who meets such conditions. Incorrect statement of age or special competence constitutes misleading the Operator about a decisive circumstance of the purchase.

2.1.

For the purposes of these Terms, an “online tariff” means the online purchase of a specific product (in particular transport, activities, experiences) according to the current offer of the E-shop or the current offer for organised groups, within the following types of online tariff products:

a) for a specific day (date) or part thereof according to the current price list – this online tariff product cannot be used on any other day than the day for which it was purchased (unless the buyer is a registered customer who, in accordance with the last paragraph of this letter, may postpone the use of the selected online tariff product); if it is not used, the product expires without any entitlement to a refund of the purchase price, unless otherwise provided in these Terms. When concluding the Agreement, specifically when the buyer selects the requested product and the day of its use, the system may, for a product for a specific day, require the selection of an indicative time of use of the product within that day, in the form of a from–to time interval. In such a case, the buyer and the Operator are not strictly bound by this indicative time, and the ticket (or other document enabling the use of the product) shall be valid for the entire selected day. The choice and observance of the indicative time by the buyer is only aimed at reducing the risk of queues and ensuring that all persons demanding a given product on a particular day will have the opportunity to use it without disrupting the flow of operation. Conversely, by not complying with the selected indicative time, the buyer increases the risk that they will not be able to use the product smoothly and without waiting. However, if the product is not purchased for a specific day with an indicative time, but directly as a product purchased for an exactly defined part of a specific day (e.g. special admission for the last 2 hours of operation, a 4-hour ski pass, evening skiing), that part of the day is binding for both contracting parties and not merely indicative.

In accordance with Article 1.2 of these Terms, only a registered customer (buyer) is entitled, for an online tariff product selected by the Operator, to change the day of its use (i.e. the date), or part thereof, and postpone it to a later date, starting from purchases made on or after 5 August 2022 (inclusive). The online tariff products for which the Operator has allowed postponement of use to a later date can be viewed by a registered customer after logging into their personal profile; the Operator reserves the right to change such selected products at its discretion, provided that any change regarding a product must not affect the rights of a registered customer who has already executed a rescheduling in their personal profile. The registered customer may make a change to the use date of an online tariff product in their personal profile no later than by the end of the day (23:59:59) preceding the day that was originally (previously purchased) the day of use. The Operator guarantees the

possibility of postponing the use of an online tariff product by 1 day up to at least 14 days compared to the original day of use; at its discretion, the Operator may offer a longer period in the registered customer's personal profile for certain online tariff products.

b) with a limited validity period for the duration of a period in accordance with the Operating Rules of the Dolní Morava Mountain Resort or the operating rules of individual activities (jointly also the "Rules") – only if, for reasons on the part of the Operator or the buyer, the online tariff is not used on the day for which it was purchased under Article 2.1(a), and if it can, under the conditions set out in the Rules, be used within the period specified therein. The period starts running upon the purchase of the selected product and ends upon the expiry of such period; if not used within this period, the product expires without any entitlement to a refund of the purchase price. The length of the period for each online tariff will also be communicated to the buyer upon request sent to the e-mail address info@melori.cz or by phone at +420 602 378 150.

c) valid for the entire season – winter or summer season, and other conditions (in particular payment terms, age categories for purchase) are specified in more detail in the Operator's current price list or in these Terms. This product can only be either loaded onto a registered card or purchased in the form of an exchange ticket with a QR code, in which case the procedure under letter (a) above shall be followed. More detailed conditions and particulars regarding season-long tariffs are regulated by special Terms and Conditions for Season Tariffs, which shall prevail over these Terms in the event of any differences. If the buyer purchases a (season) tariff within this product type, they may use the transport facilities intended for skiing and snowboarding during the winter season and for cycling outside the winter season in the resort (hereinafter the "transport facilities") and are bound by their operation; the operation of the transport facilities is regulated by the Operating Rules of the Dolní Morava Mountain Resort (cable car) and the transport rules of other facilities. For the purchase of any ski pass, the above sentence shall apply *mutatis mutandis*, only with the difference of a specific date or period.

The buyer may purchase an online tariff product in the following ways:

- by loading it onto a registered card – an online tariff may only be purchased by the holder of a registered card; this product is always non-transferable and the rights arising from it may only be exercised by the holder of the registered card;
- by purchasing it as a single-use ticket with a QR code – the product is always transferable, and can be purchased with or without registration; the rights arising from it may be exercised by its owner (holder); the buyer goes directly to the access turnstile with it (without further steps);
- by purchasing it as an exchange ticket with a QR code (hereinafter the "exchange ticket") – this can be done with or without registration; if, at the time of purchase, a registered buyer does not have their registered card in their possession (therefore the online tariff cannot be loaded as in the first bullet) or if a non-registered buyer is

purchasing an online tariff which, at the Operator's discretion, requires a chip card as a carrier, or if the buyer does not wish to/ cannot choose the form of loading or a single-use ticket with a QR code, they may purchase the selected online tariff product in the form of an exchange ticket. After proper verification by the Operator (in designated places in the resort, e.g. the ticket office), the exchange ticket is exchanged either for:

- o a chip card (depending on the discount and registration, either in the form of a registered card or a non-registered card), which contains the data from the completed online purchase; the product on this card is always non-transferable and the rights arising from it may only be exercised by the holder of this card; the validity of the exchange ticket expires at the moment of loading onto the chip card; or
- o if the online tariff does not require a chip card as its carrier, the exchange ticket is not exchanged and the buyer goes directly to the access turnstile with the exchange ticket (without further steps).

The buyer receives the exchange ticket by e-mail in PDF format, with the option of printing it or having it scanned from the buyer's e-mail or phone by the Operator's staff.

The transport contract, or the contract for the performance of the selected activity product, is also concluded pursuant to Article 2.6 of these Terms. The buyer pays the purchase price of the selected product via the payment system of the payment gateway specified in these Terms.

2.2. For the purposes of these Terms, a *Voucher* means a specific transferable coupon between persons according to the current offer of the E-shop designated for the purchase of gift vouchers (<https://eshop.melori.cz>), without a specific date, but only with a limitation of the latest possible date of use. The Voucher has a monetary nominal value and grants the holder the right to use it to pay for a service offered by the Operator in the resort (in particular transport, activities, experiences, accommodation or other services of the resort). The Voucher can be redeemed only once, namely at the TICKET POINT Customer Centre (for vouchers of a nominal value for transport, activities, experiences) and at the reception of Wellness Hotel Vista (for accommodation services), where the purchased Voucher will be checked. Based on this validity check, the Voucher will, upon its redemption, be electronically invalidated and converted directly into a service whose nominal value does not exceed the nominal value of the Voucher stated on the Voucher, or it may be exchanged, against a refundable deposit of CZK 100, for credit in the e-wallet of a chip card from which credit can be used for services. The Voucher will be invalidated so that it cannot be used repeatedly. A nominal Voucher cannot be exchanged back for money.

For the purposes of a nominal Voucher, *redemption* means, in the case of a credit Voucher, the crediting of its value to a chip card, and this can only be done at the reception of Hotel Vista or at the TICKET POINT Customer Centre (or to another card designated for this purpose by the Operator); in the case of the remaining types of

Vouchers, it serves as a bearer instrument when paying for a service, such that this instrument is exchanged at the Operator for a specific service according to the type of Voucher – registration is not required for the purchase. The Voucher may be redeemed no later than on the last day of its validity period; if it is not redeemed within this period, the product lapses without any entitlement to a refund of the purchase price. Some types of Vouchers require a prior reservation.

The Operator issues the following types of Vouchers:

a) *Seasonal* – the validity of this type of Voucher is tied to the season (points i. to iii. below) of the service provided and it may be redeemed at any resort ticket office. If the Seasonal Voucher is issued as an “experience voucher” (e.g. “First track”, ride in a snow groomer), the Buyer must make a timely reservation (in person, by e-mail to: info@melori.cz, or by phone at +420 602 378 150) for the service sufficiently in advance; otherwise the Operator cannot guarantee the Voucher will be redeemable on the specific day chosen by the Buyer due to possible full capacities. The Operator issues Seasonal Vouchers of the following types:

- Winter – the presumed (indicative) validity period is from 1 December to 31 March (hereinafter the “Winter Season”).

The Operator informs the Buyer that the duration of the Winter Season depends on weather conditions in the resort. Consequently, it may happen that the start of the Operator’s service is delayed or the service is terminated earlier, without any right to financial compensation for a shorter Winter Season compared to the presumed validity period. In such a case, the validity of the Voucher is linked to the possibility of actual provision of the service by the Operator; therefore, the validity of the Voucher begins and ends on the first and last day on which it is possible to provide the service. The Operator recommends monitoring the current situation in the Dolní Morava Mountain Resort through publicly available sources (in particular the website, Facebook). If the Voucher is not used, it lapses without any entitlement to a refund of the purchase price.

The Voucher may be redeemed only in the first ski season following the purchase. If the Voucher was purchased during the relevant ski season, it must be used by the end of that season;

- Summer – the presumed (indicative) start of the Summer Season depends on the end of the Winter Season; the exact start date will be published by the Operator via publicly available sources (e.g. website, Facebook); the validity is set until 31 October of the calendar year in which the Voucher was purchased. The Operator informs the Buyer that, due to adverse weather conditions, the start of service provision may be delayed and the end may be earlier; the second paragraph of point i) shall apply mutatis mutandis to the Summer Season; and

- Year-round – the validity period is one year from the date of purchase. Unless otherwise stated on the Voucher, it is a year-round Voucher.

b) *Credit* (Voucher for credit in a chip card e-wallet) – this type of Voucher can be redeemed within a period of one year from purchase, such that within this period the value of the Voucher is posted to a chip card or another card designated for this purpose by the Operator; if it is not redeemed within this period, the product lapses without any entitlement to a refund of the purchase price. Posting is only possible in person at the reception of Hotel Vista or at the MELORI aqua & spa wellness centre. Once the value of the Voucher has been posted to the relevant card, this credited amount must be spent within one year from the date of posting to the card; if it is not spent within this period, this amount (or the remaining balance) lapses without any entitlement to a refund of the Voucher purchase price. If an additional amount of money is posted to the card within this period, the one-year period starts running again from the date of posting the additional amount.

c) *Accommodation* – this type is tied to a limited redemption period and is purchased without a specific date. It can be redeemed only at the reception of Hotel Vista in the resort, but first the Buyer must, sufficiently in advance before the planned redemption, make a reservation (in person, by e-mail to: rezervace@dolnimirava.cz, or by phone at +420 734 875 296) of accommodation capacity with the Operator and wait for confirmation from the Operator. The Operator reserves the right to determine that the Voucher cannot be redeemed during a particular period; such information must, however, be stated directly on the Voucher. If accommodation capacity is no longer available on the date requested by the Buyer, the Operator undertakes to propose an alternative accommodation date to the Buyer within the Voucher validity period. If the Buyer does not accept the alternative date proposed by the Operator, or if no alternative accommodation capacity is available on the date requested by the Buyer, this product lapses upon expiry of its validity period without any entitlement to a refund of the purchase price. The Operator informs that if the Buyer does not reserve the Operator's accommodation capacity or the reservation is not made sufficiently in advance of the planned Voucher redemption, the service may not be able to be provided on the requested date for capacity reasons, and therefore this product will lapse upon expiry of its validity period without any entitlement to a refund of the purchase price. This type of Voucher can be further divided into:

- *Package stay* – which must be redeemed within the period specified on the Voucher, and
- *Other types of accommodation Vouchers* – in particular nominal and accommodation vouchers; for both, the Voucher must be redeemed within one year of purchase.

The purchase price of the chosen Voucher is paid by the Buyer using the payment system of the payment gateway set out in these Terms.

The Buyer purchases a Voucher product in one of the following ways:

- by loading it onto a registered card – applies only to holders of a registered card; this product is always non-transferable and the rights under it may only be exercised by the holder of the registered card;
 - by loading it onto another card designated for this purpose by the Operator – applies in cases where decided by the Operator;
 - by purchasing it in the form of a gift voucher with a possible barcode – the product is transferable and the rights under it may be exercised by its holder; it may be issued in paper or electronic form.
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2.3. Common provisions for all product categories:

A product designated in these Terms as non-transferable may not be provided by the Buyer, for consideration or free of charge, to a third party to be used for transport facilities or activities in the resort, nor may it be resold, copied, otherwise altered or misused. The Operator is entitled to monitor the above and, in the event of a breach, in the case of transport proceed according to the Operating Rules of the Dolní Morava Mountain Resort and, where applicable, Article 2.7 of these Terms, and in the case of other products (which are not transport) treat the case as misuse or misrepresentation, i.e. block the product, whereby the Operator simultaneously withdraws from the Purchase Agreement with effect for the future, all without financial compensation for the Buyer, even if the Buyer has already started using the product.

2.4. To conclude the Agreement, it is necessary to fill in the required information and the payment method in the electronic form. After all the required information has been completed and consent with these Terms has been ticked, the order, including the price and conditions, is summarised in the “Check and pay” section. By clicking the “Pay by card” button, the order is placed and the Agreement is concluded for all products and Vouchers; from this moment, the Buyer, in particular the consumer, is bound by their act and undertakes to pay the agreed price. Further information provided by the Operator to the consumer before conclusion of the Purchase Agreement:

2.4.1. The stated purchase price is the total and final price, i.e. including all taxes, fees and other similar monetary payments;

2.4.2. The method of delivery of online tariff products or Vouchers depends on the product chosen, as follows:

- either the product is loaded onto a registered card or another card designated for this purpose by the Operator where these Terms allow it; loading after payment is carried out directly by the Buyer, who adds the purchased product to the card in their personal account (the product is thus delivered immediately within the meaning of Section 1959 of Act No. 89/2012 Coll., the Civil Code),

- or a QR code of a ticket is generated, which is presented when entering the access turnstile of the transport facility or activity; the QR code is sent to the Buyer by e-mail after payment (the product is thus delivered immediately within the meaning of Section 1959 of Act No. 89/2012 Coll., the Civil Code),
- or a QR code of an exchange ticket is generated, which is presented for the purpose of exchange for a chip card or, depending on the nature of the product, for direct entry to the access turnstile of the transport facility or activity; the QR code is sent to the Buyer by e-mail after payment (the product is thus delivered immediately within the meaning of Section 1959 of Act No. 89/2012 Coll., the Civil Code),
- or a gift voucher is generated with a possible barcode, which is redeemed in accordance with these Terms; the gift voucher is sent to the Buyer by e-mail after payment (the product is thus delivered immediately within the meaning of Section 1959 of Act No. 89/2012 Coll., the Civil Code).

2.4.3. Delivery costs are not charged, even in the case of delivery via postal services;

2.4.4. For the exercise of rights from defective performance, Sections 2099 et seq. of the Civil Code apply, and in the case of consumers, Act No. 634/1992 Coll., on Consumer Protection, as amended, applies. A quality guarantee and after-sales service are not provided. No special rules for handling consumer complaints are laid down;

2.4.5. The Operator informs the Buyer that if the Buyer is a consumer and asserts any claim against the Operator relating to a Purchase Agreement or service contract concluded between them ("consumer dispute") and performance takes place in the territory of the Czech Republic, and the Operator does not satisfy this claim and the dispute is not resolved in any other way, the Buyer has the option to address their claim to the authority for out-of-court settlement of consumer disputes, which is the Czech Trade Inspection Authority. Further information can also be found on the website www.coi.cz under the tab "PRO SPOTŘEBITELE" ("FOR CONSUMERS"); the costs incurred by the Buyer when using means of distance communication in connection with the conclusion of the Purchase Agreement (internet connection costs, telephone call costs) are borne by the Buyer; Operator's phone number: +420 602 378 150, e-mail address for service: info@melori.cz;

2.4.6. Information on the main characteristics of the product: are provided for the individual types of products at <https://www.melori.cz/>;

2.4.7. Addresses of establishments: MELORI aqua & spa, Velká Morava, 561 69 Dolní Morava; Wellness hotel Vista****, Velká Morava 46, 561 69 Dolní Morava; Pension Terezka, Velká Morava 32, 561 69 Dolní Morava; Chalet Marcelka, Velká Morava 58, 561 69 Dolní Morava; Chalet U Slona, Velká Morava 132, 561 69 Dolní Morava; rental and customer centre: Velká Morava 58, 561 69 Dolní Morava;

2.4.8. Price personalisation to the consumer based on automated decision-making: no;

2.4.9. In case of withdrawal from the Agreement, the consumer will bear the costs associated with returning the goods: no;

2.4.10. In the case of contracts for the transport of persons on a transport facility, pursuant to Section 1811(3)(d) of Act No. 89/2012 Coll., the Civil Code, as amended, Section 1811(2) of Act No. 89/2012 Coll., the Civil Code, as amended, does not apply, i.e. the seller is not obliged to inform the Buyer as consumer, before conclusion of the contract, of the information under Section 1811(2) of Act No. 89/2012 Coll., the Civil Code, as amended.

By concluding the Purchase Agreement, the Buyer confirms that they have familiarised themselves with these Terms or had the opportunity to do so, and that they agree with them. The Buyer agrees to the use of means of distance communication when concluding the Purchase Agreement.

2.5. Only a valid combination of online tariffs, or Vouchers, permitted by the Operator may be purchased on one chip card, i.e. they must not conflict in type of service or time, and only up to the free capacity of the chip card medium.

2.6. The current Operating Rules of MELORI aqua & spa are also available at all wellness ticket offices; the operating rules of the summer and winter activities are available at the specific activity.

2.7. A registered card is linked, via date of birth, to a type of person (e.g. adult, child, junior, senior, student – age categories are specified in the Operator's current price list) and is linked to this specific person and is non-transferable between multiple persons. Online tariff products or Vouchers related to these person types are listed in the current price list, which is available in the E-shop or at any resort ticket office. The Buyer (holder or bearer) is obliged, upon the Operator's request, to prove at any time the entitlement to discounted online tariff prices or Voucher prices for specific person types (adult, child, junior, senior, student) by presenting a valid document demonstrating entitlement to classification into the given price category according to person type (identity card, health insurance card, ISIC, etc.). Providing incorrect/incomplete data on the person is a breach of the conditions for issuing a registered card; purchasing via the registered card amounts to misleading the Operator when concluding the Purchase Agreement. In this case, the registered card may be blocked without compensation; the Operator is entitled to compensation for damage.

2.8. For the purpose of protecting the Operator's legitimate interests against unauthorised misuse of online tariff products or certain types of Vouchers connected with transport, and for the purpose of fulfilling contractual obligations, the Operator informs the Buyer that upon the first passage through an access turnstile, it takes a digital photograph of the passing natural person, which, however, does not enable

unique identification and authentication of the natural person as a data subject ("reference photograph"). No consent of data subjects is required for this purpose. The data so processed may be used only for this purpose for which it was provided. The reference photograph is continuously compared by a person authorised by the Operator with photographs taken during subsequent passages through the access turnstiles ("control photographs"). The access turnstiles are for this purpose automatically equipped with a camera system with recording; the operation of the camera system is proportionate; the monitored area is marked with pictograms. Details of personal data processing, protection and the rights of data subjects, if not set out in Article 6 of these Terms, are provided here. Further information regarding the transport of persons is set out in the Operating Rules of the Dolní Morava Mountain Resort.

2.9. An online tariff product loaded onto a chip card, a ticket with a QR code, an exchange ticket where a chip card is not required as a medium, or Vouchers linked to passage through a turnstile, are activated upon the first passage through the access turnstile of the transport facility within the defined transport area or the given activity; prior to activation by the Buyer, the Operator has already fulfilled its obligation and enabled activation.

2.10. If (in connection with the Covid-19 disease epidemic) measures or similar decisions of the Ministry of Health, the Regional Public Health Authority, the Government or other competent public authorities adopted for the purpose of protecting the population against the spread of Covid-19 (under any legal regulations) require any procedures imposed on the Operator, in particular but not limited to the confirmation of possession of a certificate or the uploading of such a certificate during the purchase process on the E-shop, whereby the Buyer, for the use of cable cars and ski lifts as transport services, confirms compliance with the conditions of the currently applicable O-T-N system or its O-N modifications (so-called "non-infectious status"), then the Buyer is solely responsible for the validity and correctness of the consent thus provided regarding compliance with the O-T-N system or its O-N modifications, as well as for the uploaded document (file), and at the same time confirms that at the time of using the services, or before using the services, of the Operator they will fully comply with the applicable measures, which they are obliged to monitor themselves. With the exception of persons below the age limit according to the measure, uploading this certificate is a mandatory part of the process. If the Buyer also makes a purchase for third parties, each person for whom the purchase is made and who will use the transport services must fulfil the above obligations. At the same time, the Buyer acknowledges that neither they nor a third person may exhibit clinical symptoms of Covid-19 when using the Operator's cable car or ski lift transport services, and the Buyer and any third person are obliged to comply with applicable measures or the Operator's instructions to prevent the spread of Covid-19. The Operator has the right to check compliance with the conditions of the currently valid O-T-N system or its O-N modifications ("non-infectious status")

both at the time of purchase and before (or during) the use of the transport service, and the Buyer and any third person are obliged to prove compliance with the conditions. If the Buyer (or any third person) fails to prove compliance with the conditions of the currently valid O-T-N system, even at the physical ticket office when issuing a ski pass in exchange for an exchange ticket (e.g. false certificate, expired period), the Operator is obliged to block the online product purchased and further prevent the use of the transport service, all without any financial compensation for the Buyer or any third person.

3. PRICE

3.1. The purchase prices of online tariff products or Vouchers published in the E-shop may, at the Operator's discretion, be discounted compared to the regular product prices published at the resort's ticket offices and applicable to purchases at ticket offices. The Operator reserves the right to change the amount of the price or cancel the lower E-shop price in the future; the conditions of Purchase Agreements already concluded remain unaffected.

3.2. Payment for the selected online tariff or Voucher (also "payment of the purchase price") is always made cashlessly via the Global Payments WebPay payment gateway ("payment gateway"), which is provided for the Operator by Global Payments s.r.o. (Company ID No.: 04235452, registered office V Olšinách 626/80, Strašnice, 100 00 Prague 10).

3.3. Payment via the payment gateway takes place in the following steps:

3.3.1. When making a purchase in the Operator's E-shop, the Buyer requests payment by payment card.

3.3.2. The Operator submits a request to create an order to the payment gateway.

3.3.3. The payment gateway checks the received request and displays a page for entering sensitive payment card information.

3.3.4. The Buyer enters the card information and confirms payment.

3.3.5. The payment gateway sends a request for Buyer authentication to the 3D Secure system of the relevant card scheme (VISA, MasterCard).

3.3.6. If the card issuer is enrolled in the 3D Secure system and authentication of the Buyer is required, the Buyer is redirected to the card issuer's 3D Secure page where they enter the required authentication data (e.g. password sent by the card issuer via SMS).

3.3.7. The card issuer's 3D Secure system authenticates the Buyer and sends the authentication result to the payment gateway system.

3.3.8. The payment gateway processes the order authorisation result. The processing result is communicated to the Operator via return codes. The Operator records the result and displays the payment result to the Buyer.

3.4. The transaction confirmation is generated automatically after conclusion of the Purchase Agreement and payment of the purchase price, such that the Buyer receives confirmation of payment and order confirmation – a tax document – at their e-mail address.

3.5. If the price of the product pursuant to Article 3.2 of these Terms is paid by payment card and the Buyer initiates a chargeback with their card issuer, i.e. requests the reverse transfer of funds from the merchant (Operator) back to the cardholder (Buyer), thus disputing the transaction, without such a claim (right from defective performance) being supported by a proper, timely and justified complaint on grounds laid down by legal regulations or by contract (for example, but not exclusively: where the subject of the contract (product) was duly fulfilled and/or it is a type of contract from which it is not possible to withdraw at all and seek a refund of the price /accommodation, transport – cable cars, lifts, catering, leisure services provided on a date determined by the Operator/, and/or the seller has rightfully rejected the Buyer's complaint), the Buyer acknowledges that as a result of the information provided by the Buyer to the bank issuer, funds rightfully held by the seller may be returned/will be returned to the Buyer. The Buyer bears sole responsibility for the correctness of the information, the stated reason for the chargeback and any documents provided by the Buyer to their card issuer for the purposes of the chargeback. If such a refund of the product price by the card issuer back to the Buyer is not in accordance with the statutory or contractual reasons for a complaint, this establishes the Operator's right to demand from the Buyer re-payment of the full product price, increased by statutory default interest and the costs associated with enforcing the Operator's claim against the Buyer (in particular the lawyer's fee for taking over representation and drafting a pre-action notice, and any further acts in court proceedings, all pursuant to Decree No. 177/1996 Coll., the Advocacy Tariff, as well as the lawyer's flat-rate expenses and, where applicable, the lawyer's VAT, and the court fee). If the product price thus refunded to the Buyer is at least CZK 10,000, the Operator may submit a complaint to law enforcement authorities with suspicion of the criminal offence of fraud under Section 209(1) of the Criminal Code, as the Buyer would be misrepresenting circumstances that are not consistent with the actual facts and thus misleading the Operator and causing the Operator non-negligible damage; if the Buyer misrepresents such circumstances but the product price is not returned to the Buyer, such conduct may constitute the factual elements of this criminal offence at the stage of preparation or attempt, which are punishable under Section 209 of the Criminal Code. For an amount lower than CZK 10,000, such conduct by the Buyer may constitute a property offence (misdemeanour).

4. WITHDRAWAL FROM A PURCHASE AGREEMENT FOR ONLINE TARIFFS AND VOUCHERS AND INFORMATION ON CASES WHERE THE CONSUMER CANNOT WITHDRAW

4.1. A buyer who is a consumer and purchases an online tariff product (via the E-shop or a means of distance communication) or a voucher cannot withdraw from the concluded Agreement if the performance has already been provided in full. The consumer expressly declares that if, according to the current price list, for online tariff products under Article 2.1(a), (b), or (c), or for vouchers under Article 2.2, the period for performance is shorter than the period for withdrawal from the contract under Section 1829 of the Civil Code, then the consumer expressly requests the Operator to begin providing the services/performance before the expiry of the statutory period, and the purchase of the relevant product or voucher with such a shorter period is deemed to be this consent/request. In such a case, the consumer was always informed of this period before the conclusion of the contract when purchasing such a product linked to a period and acknowledges that they are not entitled to withdraw from the Agreement in such a case, as the Operator's obligation to provide performance has lapsed upon the expiry of the period or performance has already been provided with the buyer's consent. However, if the Operator has only commenced performance and the performance has not been provided in full, and the consumer withdraws from the Agreement under Section 1837(a) of Act No. 89/2012 Coll., the Civil Code, the consumer is obliged to bear proportional costs in the amount of the usual price of what has been provided.

Even if the services have not been provided in full by the Operator, the consumer generally cannot, by law, withdraw from an Agreement whose subject matter is accommodation, catering or leisure activities, if the Agreement provides for performance on a specific date or during a specific period, nor can the consumer withdraw from a contract for the transport of persons under Sections 1820 to 1840 of Act No. 89/2012 Coll.

If the product is something other than accommodation, catering, leisure activities or transport of persons and the Operator has commenced performance and started to provide the service of the online tariff product or voucher on the basis of the consumer's explicit request expressed by purchasing a product with a shorter performance period than the withdrawal period, and the consumer subsequently withdraws from the contract within 14 days before performance has been completed (and this is not a case under Section 1837(a) or (j), or Section 1840(1)(h) of Act No. 89/2012 Coll., the Civil Code), the consumer must pay the Operator the usual price of what has been provided pursuant to Section 1834 of Act No. 89/2012 Coll., the Civil Code.

4.2. A buyer who is a consumer has no right to withdraw from a Purchase Agreement for an online tariff product or voucher at all in accordance with Section 1837(j) of Act No. 89/2012 Coll., if the online tariff product or voucher concerns leisure activities, accommodation or catering, where the Agreement provides for performance on a specific date or during a specific period. The buyer acknowledges this and is expressly informed of it. The provisions on distance contracts, including the right of withdrawal under Section 1829 of Act No. 89/2012 Coll., the Civil Code, do not apply

under Section 1840 to contracts for the transport of persons, except for Sections 1817 and 1826a of this Act.

4.3. A buyer who is a consumer and purchases an online tariff product (via the E-shop or by means of distance communication), or a voucher, for use on a specific day (under Article 2.1(a) of the Terms) or for the duration of a period (under Article 2.1(b) of the Terms), where performance has not been provided in full by the Operator and where the law grants the consumer the right to withdraw from the contract under Act No. 89/2012 Coll., as amended (and this is not a case under Section 1837(a) or (j), or Section 1840(1)(h) of Act No. 89/2012 Coll., the Civil Code), is entitled to withdraw from the contract within 14 days without giving reasons by any clear statement made by e-mail to the Operator's e-mail address info@melori.cz or by registered mail to the Operator's registered office address. This period runs from the date of conclusion of the contract, unless otherwise provided by Act No. 89/2012 Coll., the Civil Code, as amended. Upon withdrawal from the Purchase Agreement, the funds representing the purchase price of the online tariff product or voucher shall be refunded within 14 days of withdrawal by bank transfer to the bank account specified by the buyer, in accordance with the conditions set out below.

Withdrawal from a Purchase Agreement is handled as follows. If the buyer withdraws from a Purchase Agreement for an online tariff product loaded onto a registered card, the buyer shall state the WTP number of the registered card, the purchase price of the online tariff product and, upon the Operator's request, provide proof of the transaction via the payment gateway, as well as the buyer's name and surname together with the bank account number to which the amount paid will be refunded. On the basis of this information, the Operator shall verify proper conclusion of the Purchase Agreement and payment of the purchase price and shall subsequently delete the value of the online tariff product from the registered card and transfer the money back to the buyer's specified bank account. This procedure shall apply analogously in the event of withdrawal from a contract regarding the purchase of a ticket with a QR code, a non-registered card or a voucher with a possible barcode, and also in the case of cancellation of an exchange ticket, where such tickets are deactivated by the Operator and the funds are transferred to the buyer's account.

4.4. For withdrawal from a Purchase Agreement for an online tariff product or voucher, the consumer may also use the form available here. If the consumer has withdrawn from the contract, all obligations under all ancillary contracts (performances related to the performance under the main contract) shall terminate at the same time as the obligation under the main contract, without costs to the consumer, except for payments under Sections 1832(2), 1833 and 1834 of Act No. 89/2012 Coll., the Civil Code.

If the buyer who purchased an online tariff product or voucher is not a consumer, they are only entitled to withdraw from the Purchase Agreement on the grounds specified in Act No. 89/2012 Coll. If such a buyer withdraws from the contract after

performance has commenced but before it is completed, they are not entitled to a refund of the purchase price.

5. SPECIAL CONDITIONS FOR THE PURCHASE OF SELECTED ONLINE TARIFFS ("PERFORMANCE") BY ORGANISED GROUPS

5.1. The seller shall, subject to the conditions of this Article, enable the purchase of selected online tariffs (under Article 2.1(a) of the Terms) by a buyer for an organised group. The online tariffs that can be purchased for an organised group are listed on the website www.melori.cz, or this information may be obtained by contacting the Wellness at info@melori.cz.

An "organised group" means at least 15 paying persons covered by a single purchase by one buyer. A "paying person" means any person over 3 years of age; children up to 2.99 years of age are free of charge when accompanied by a paying person. If the paying person is a minor, a person responsible for supervision must be present during the use of the performance.

The buyer for an organised group may be:

- an entrepreneur or an entity with an assigned Company ID number (in this case represented by a statutory representative or an authorised agent as the authorised person to conclude the Purchase Agreement);
- a natural person as a representative of the organised group (i.e. the persons forming the group); in this case, all rights and obligations under the Purchase Agreement are exercised by this representative.

The representative as described above is also the contact person when negotiating and performing the Purchase Agreement.

5.2. Purchases for an organised group are possible online, i.e. by means of distance communication, only via the seller's e-mail address info@melori.cz. Sending the e-mail is not binding, but the contact person indicated therein is responsible for the correctness of the information and data stated therein, as these will be used for the order created by the seller. After the e-mail is sent, the seller's system may generate an automatic confirmation of receipt; such confirmation does not constitute conclusion of a Purchase Agreement.

Without undue delay, the seller will send the contact person an order containing the seller's details and, in addition to the data required by the buyer in the form, the scope and period (date) of the requested online tariff (performance) and the final price including VAT. Such order is deemed an offer. At the same time, the order (or together with it) will be sent electronically with a link to the current wording of the Terms and Conditions and the Operating Rules, so that (in the case of a consumer) the seller provides the necessary information before the conclusion of the contract

and the buyer has the opportunity to familiarise themselves with them before the conclusion of the Purchase Agreement. The offer may be revoked until it is accepted by the buyer.

The offer made in the order must still be accepted by the buyer; the Purchase Agreement is only concluded upon such acceptance. Acceptance of the offer means confirmation of the order by the buyer below the text of the order, with a signature of the buyer or their representative, delivered to the seller. If such confirmation is not delivered, the Purchase Agreement is not concluded.

Confirmation may be given by sending a scanned copy of the signed order by the buyer to the seller's e-mail: info@melori.cz or by sending the signed order by registered mail to the seller's registered office at: Sněžník, a.s., Filip Tomanec, Velká Morava 79, 561 69 Dolní Morava.

The offer must be accepted, i.e. delivered to the seller, no later than 5 business days before the (first) agreed day of performance.

Immediately upon acceptance of the offer, the seller shall send the buyer a pro forma invoice for the full price of the subject of performance, i.e. for the final price. The final price must be credited to the seller's bank account no later than 3 calendar days before the agreed day of performance. The seller recommends, to speed up administration, sending proof of the debit of the final price from the buyer's account to the seller's e-mail above, but this is not a condition. If the final price is not paid within the period specified above, the Agreement shall terminate.

Without undue delay after completion of the performance or after the fruitless expiry of the period for its performance, the seller shall send the buyer a tax document. The tax document shall reflect all monetary claims of the seller related to the Purchase Agreement, e.g. cancellation fees, changes in the number of persons in the organised group, damage incurred, etc. A reduction in the number of persons in the organised group below 15 persons shall not affect the final price. If, on the basis of the tax document, the buyer is obliged to make an additional payment, they must do so within 14 days, or within the due date stated on the tax document, if longer.

5.3. These special conditions take precedence over the rest of the Terms wherever they differ from them for a Purchase Agreement for an organised group; therefore, some provisions of the Terms do not apply at all to purchases of selected online tariffs by organised groups. From the Terms, the following shall expressly apply also to these special conditions, in particular: specification of the seller, Article 1.1, 1.4, 2.1(a), including the provision that failure to use performance on the agreed day (i.e. operating time) results in expiry of the claim, Article 2.4 to the extent of information before conclusion of the contract, Articles 2.6, 2.8, 2.10, Articles 4.1 and 4.3 regarding the type of performance, periods and conditions for withdrawal by the consumer, Article 4.4, Article 5 in relation to the representative, and Article 6 of the Terms.

5.4. Given that this concerns an organised group, the seller enables, under the conditions below, cancellation of the Purchase Agreement (even if the performance consists of leisure services, transport including transport of persons, accommodation, agreed for a specific date or period of performance) and, at the same time, the payment of a cancellation fee (only if, under these conditions, the seller is entitled to such a fee). "Cancellation of the Purchase Agreement" means such legal act by which the buyer unilaterally cancels the Purchase Agreement for any performance for an organised group and delivers this cancellation to the seller, all before the seller's performance (i.e. before the agreed day of performance).

Conditions for cancellation of the Purchase Agreement and cancellation fees:

- If the buyer does not cancel the Purchase Agreement at all, there is no entitlement to a refund of the price of performance under Article 2.1(a) of these Terms;
- Where an advance payment of the price of performance is required from the buyer, this is not automatically considered a cancellation fee. The seller only claims cancellation fees if the Purchase Agreement is cancelled late under these Terms;
- The seller may unilaterally offset the buyer's paid advance against the seller's claim to a cancellation fee, if such claim has arisen (any overpayment of the advance shall be returned to the buyer within 14 calendar days after the agreed day of performance; any shortfall in the cancellation fee shall be paid within the due date stated on the tax document by which it is invoiced);
- If the seller suffers damage as a result of the cancellation of the Purchase Agreement that is not covered by the cancellation fee (e.g. the cancellation fee is lower or there is no entitlement to it at all) and the seller could not prevent such damage, given the nature of the performance, for time-related reasons, the buyer is obliged to compensate it;
- For serious reasons, it is possible to agree a change to the Purchase Agreement regarding the date of performance – in such a case, this constitutes an amendment to the Purchase Agreement;
- The amount of the cancellation fee is always calculated from the final price of the performance, including surcharges, fees and value added tax;
- Cancellation of the Purchase Agreement must be made in writing (sent to the seller's registered office address) or
- By e-mail to info@melori.cz; if cancellation of the Purchase Agreement by the buyer is delivered to the seller within the following periods:

- up to 7 days before the planned performance (agreed day of performance) – the seller shall not claim any cancellation fee from the buyer;
 - less than 7 days before the planned performance (agreed day of performance) – the seller is entitled to claim a cancellation fee from the buyer in the amount of 100% of the final price.
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6. PERSONAL DATA PROTECTION

6.1. The Operator is, within the meaning of the GDPR, the controller of the buyer's personal data and processes their personal data recorded in the Czech Skipass software and/or entered via the web interface and its electronic form and, for registered buyers, also in the electronic registration form and in the registered buyer's personal profile section, and when using means of distance communication, in e-mail communication, for the purposes of its business activity.

6.2. The following information provides an overview of how the Operator processes the buyer's personal data:

6.2.1. The Operator processes the following data about the buyer:

name, surname, date of birth, residence address, for a registered card also town/city and postal code, electronic contact details for e-mail and telephone number, WTP numbers for a registered card, likeness (photograph);

6.2.2. Purpose and lawfulness of personal data processing:

The purpose of processing personal data is to exercise rights and fulfil obligations arising from these Terms, recording statistical data on the use of Czech Skipass and the registered card, evaluating the functioning of the Czech Skipass Project and the registered card and improving them, evaluating and improving the quality of the Operator's services, providing feedback among the individual entities of the Czech Skipass Project, providing benefits and advantages to registered buyers. The legal grounds for processing the buyer's personal data are the performance of a contract pursuant to Article 6(1)(a) GDPR and the Operator's legitimate interest pursuant to Article 6(1)(f) GDPR. Provision of the buyer's personal data is necessary for the exercise of rights and fulfilment of obligations arising from the Purchase Agreement and these Terms.

6.2.3. Means and methods of processing personal data:

automatically and manually, in electronic and paper form;

6.2.4. Period of processing of the buyer's personal data:

The Operator processes the buyer's personal data for as long as necessary to achieve the purpose of processing (i.e. in the case of registration, for the duration of the registration), and further for the period imposed on the Operator by individual

legal regulations or for the period required by the Operator's legitimate interest, i.e. 3 years from the purchase of the product.

6.2.5. Persons to whom personal data may be disclosed:

The Operator may disclose the buyer's personal data to other operators and official partners of the Czech Skipass Project as listed on the Information Portal, as well as to processors who carry out full or partial processing of personal data for the Operator based on an appropriate processing agreement, and to other entities where this is necessary to protect the Operator's rights (courts, insurance companies, etc.).

6.3. The buyer has the right to access their personal data, the right to rectification, in certain cases the right to erasure, portability and restriction of processing of personal data, as well as the right to object to processing of personal data and the right to lodge a complaint with the supervisory authority – more details are available here or on the Operator's website www.melori.cz in the GDPR and Documents section – Information on Personal Data Processing. Further details on personal data processing are also provided there.

6.4. The Operator is entitled to use the buyer's electronic contact details for sending e-mails for the purpose of distributing commercial communications relating to the Czech Skipass Project and the registered card or online tariff products or E-shop offers or offers for organised groups, information and commercial communications about events and activities held in the resort, and direct marketing, all without the buyer's consent due to the existence of a legitimate interest under Article 6(1)(f) GDPR. When sending each such electronic message, the Operator must enable the buyer to unsubscribe from receiving such commercial communications in a simple and free manner. The buyer's right to object to such processing is not affected.

7. SCOPE, CONDITIONS, MANNER AND PLACE OF HANDLING COMPLAINTS FOR THE BUYER AS CONSUMER, AND COMPENSATION

7.1. The seller is obliged to accept complaints at any of its establishments as well as at its registered office; consumers (and non-consumers) may also use the complaint form published at <https://www.dolnimorava.cz/reklamacni-formular>.

7.2. During the entire operating hours, a staff member authorised to handle complaints must be present at the establishment.

7.3. Upon lodging a complaint, the seller is obliged to issue the consumer written confirmation stating the date on which the consumer lodged the complaint, its content, the method of handling the complaint requested by the consumer, and the consumer's contact details for providing information on the handling of the complaint. The complaint, including removal of the defect, must be handled and the consumer informed of the outcome no later than 30 days from the date the complaint was lodged, unless the seller and the consumer agree on a longer period; if this period

lapses in vain, the consumer is entitled to withdraw from the contract. The seller is obliged to issue the consumer confirmation of the date and method of handling the complaint, including confirmation of any repair made and its duration, or written justification for rejecting the complaint.

7.4. For the buyer, regardless of whether they are a consumer or not, the following also applies:

7.4.1. A complaint may be made by the person who was the buyer. The buyer is obliged to prove that the purchase via the E-shop took place in any demonstrable manner;

7.4.2. In the case of defects in products (services) of online tariffs using devices for leisure activities other than those specified in the Operating Rules of MELORI aqua & spa Wellness, Sněžník, a.s., in their current wording, or vouchers, the defect must be notified without undue delay to the seller as the Operator. If the performance is defective in a material way, the buyer has the rights under Section 2106 of Act No. 89/2012 Coll., the Civil Code; if the performance is defective in an immaterial way, the buyer has the rights under Section 2107 of Act No. 89/2012 Coll., the Civil Code;

7.4.3. Products (services) of online tariffs or vouchers are not tangible movable items, and Sections 2158 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, do not apply to them.

8. FINAL PROVISIONS

8.1. If any provision of these Terms and Conditions is or becomes invalid or ineffective, a provision of the relevant legal regulations which is closest in meaning to the invalid or ineffective provision shall apply instead. The other provisions shall remain unaffected by the invalidity or ineffectiveness of such provision.

8.2. These Terms and Conditions are governed by Czech law, in particular by the provisions of Act No. 89/2012 Coll., the Civil Code, as amended, including in cases where a contract with an international element is concluded via this E-shop. Services under this Agreement are provided exclusively in the country of the Operator, and if they are to be provided to a consumer outside the country of their habitual residence, they are governed by Czech law pursuant to Articles 5 and 6 of the Rome I Regulation.

8.3. The Operator is entitled to amend or supplement the wording of these Terms and Conditions. This shall not affect the rights and obligations arising during the period of validity of the previous wording of the Terms and Conditions.

8.4. The wording of the Terms and Conditions that is available on the Operator's Website on the date of conclusion of the specific Purchase Agreement in the Online Shop shall be deemed valid and effective.

8.5. A contract concluded through electronic means shall be stored by the Operator and, upon the consumer's request, the Operator shall allow the consumer access to it. Before completing an order in the E-shop, the buyer can detect errors in the order by viewing the contents of the basket and deleting items from the basket, or cancelling the entire order. By clicking "back to eshop", it is possible to return to the product offer and review (change) it. Even after this step, before clicking the "Pay by card" button, a prompt to check the correctness of the items in the basket is displayed; at any time before pressing this button, it is possible to return to the previous step or to the beginning. A registered user may also change stored data after registration.

8.6. The contract, including these Terms, may be drawn up in several language versions, and the languages of these versions are stated directly in the E-shop menu (as the languages in which the contract can be concluded); in the event of any discrepancies or inconsistencies between these versions, the Czech language version shall always prevail.

8.7. In the event of any discrepancy between the Agreement and these Terms, the Agreement shall prevail; in the event of a discrepancy between these Terms and other documents of the Operator (e.g. the Operating Rules of MELORI aqua & spa Wellness, Sněžník), these Terms shall prevail; this does not apply to the special terms and conditions for the sale of season tariffs, which govern the relationship between them and these Terms separately.

8.8. These updated Terms and Conditions enter into force on 20 November 2025.