GENERAL TERMS AND CONDITIONS OF THE GOPASS PROGRAMME

1 PREAMBLE

1.1. These General Terms and Conditions of the Gopass Programme are issued by **GOPASS SE**, with its registered office at Komořanská 326/63, Modřany, 143 00 Prague 4, Czech Republic, Company ID No.: 171 07 148, registered in the Commercial Register of Municipal Court Prague, Section H, File No. 2546 (hereinafter referred to as "**GOPASS SE**"), in accordance with the laws of the Czech Republic.

1.2. These General Terms and Conditions of the Gopass Programme (hereinafter referred to as the "**GTCs**") govern the legal relationship between individual members of the Gopass Programme and GOPASS SE within the framework of the Gopass Programme, in particular the conditions of membership in the Gopass Programme, the method of earning and redeeming discounts (goX cashback) through the Gopass sales platform at www.gopass.travel (hereinafter referred to as the "**Gopass System**") and at the premises and facilities operated by Selected Business Partners, as well as the terms governing distance contracts concluded at www.gopass.travel between GOPASS SE as seller and Gopass Programme Members as purchasers in relation to the purchase of goX credit.

1.3. These General Terms and Conditions of the Gopass Programme also govern the legal relationship between individual Gopass Programme Members as purchasers and Business Partners as sellers, on whose behalf and for whose account GOPASS SE, based on a separate contractual arrangement, sells Business Partner's services, goods, products and admission tickets, or products and services for which the Business Partners act as merchants, through the Gopass System at www.gopass.travel and performs related activities.

1.4. The points of sale and service locations of Selected Business Partners where Programme members may earn and redeem membership discounts (goX cashback) are marked with the symbol "**goX ACCEPTED HERE**".

1.5. For the purposes of these GTC, **Business Partners** shall mean legal entities on whose behalf and for whose account GOPASS SE, based on a separate contractual arrangement, facilitates the sale of their services, products, goods and admission tickets, or services, products, goods and admission tickets for which they act as merchants, and performs related activities (hereinafter referred to as a "**Business Partner(s)**"). Information about Business Partners (name, registered office and company registration number) is stated on the tax document issued to every Gopass Programme Member who purchases the relevant service, product, goods or admission ticket. The agreements concluded between GOPASS SE and individual Business Partners are not accessible to Gopass Programme Members or the public and are subject to confidentiality with respect to all matters contained therein.

1.6. For the purposes of these GTCs, **Selected Business Partners** shall mean those Business Partners with whom goX cashback may be earned and redeemed and with whom the purchase price of Services may be paid using goX credit (hereinafter referred to as a "**Selected Business Partner(s)**"). Information about Business Partners (name, registered office and company registration number) is stated on the tax document issued to every Gopass Programme Member who purchases the relevant service, product, goods or admission ticket. The current list of Selected Business Partners is stated in Annexe 1 to these GTCs and is also available at www.gopass.travel. The agreements concluded between GOPASS SE and individual Selected Business Partners are not accessible to Gopass Programme Members or the public and are subject to confidentiality with respect to all matters contained therein. The list of Selected Business Partners stated in Annexe 1 may be amended from time to time. Amendments to Annexe 1 shall not constitute amendments to these GTCs. Information regarding any amendment to Annexe 1 will be published at www.gopass.travel.

1.7. For the purposes of these GTCs, **Services** shall mean cableway and lift products and services in resorts operated by Business Partners, water park and amusement park products and services, golf products and services, ski school and equipment rental services, events, concerts and experience products and services, other leisure services, accommodation services, goods sold in catering outlets, and other products sold and provided by Business Partners through the Gopass System or at Gopass acceptance points, including selected food and beverage outlets (hereinafter referred to as the "**Services**").

2 GOPASS PROGRAMME MEMBERSHIP AND GOPASS PROGRAMME MEMBERS

2.1. Membership of the Gopass Programme is available to natural persons who satisfy the eligibility requirements specified below. Legal entities (for example, companies) and self-employed individuals carrying on business activities pursuant to specific legislation (for example, under Act No. 455/1991 Coll., the Czech Trade Licensing Act, as subsequently amended) are not eligible to become members of the Gopass Programme.

2.2. **Partial membership** of the Gopass Programme arises after purchasing a Service through automated sales points (Gopass Ticket) at selected resorts operated by Business Partners.

2.3. **Full membership** of the Gopass Programme arises after registering for the Gopass Programme at www.gopass.travel and accepting these Terms and Conditions and also agreeing to the processing of personal data to the extent specified during registration for the purposes of administering membership of the Gopass Programme.

2.4. For the purposes of the Gopass Programme, the following shall be regarded as **Gopass Programme Members:**

2.4.1 **Main User** – a natural person aged over 15 who has obtained full membership or partial membership of the Gopass Programme and who holds a Main Account within the Gopass Programme

2.4.2 **Subordinate User** – a natural person who has obtained full membership or partial membership of the Gopass Programme through registration by a Main User or through independent registration and who holds a Subordinate Account within the Gopass Programme

(Main Users and Subordinate Users hereinafter jointly referred to as "**Gopass Programme Member(s)**").

3 GOPASS CARD

3.1. Upon obtaining partial membership or registering for full membership at www.gopass.travel, every customer receives a mobile Gopass card, i.e. a digital Gopass card. The Gopass Programme Member will receive the mobile Gopass card in the format selected at www.gopass.travel (for example, by email or by downloading it to the Apple Wallet). Once downloaded to a mobile device, the card may be used to earn and redeem discounts (goX cashback), make payments using goX credit at selected premises and facilities operated by Selected Business Partners, and to identify the holder when accessing purchased Services (for example, water park admission). The mobile Gopass card cannot be used to load a ski pass.

3.2. The Gopass Card is an electronic identification medium (a contactless keycard) issued by Business Partners for the registration, activation and use of purchased Services. The Gopass Card does not itself constitute a Service nor does it carry any stored monetary value; it serves solely as a technical means of identifying individual Gopass Programme Members and enabling the use of Services recorded on it (the mobile Gopass card and the plastic Gopass Card are hereinafter jointly referred to as the "**Gopass Card(s)**").

3.3. By purchasing a Gopass Card, the respective Gopass Programme Member acquires the right to use the relevant Service to the extent purchased. A one-off fee is charged for issuing and activating the Gopass Card in accordance with the current price list stated in Annexe 3 to these GTCs. The fee represents reimbursement of the costs associated with the issue, activation and administration of the Gopass Card and does not constitute a refundable deposit. The fee amount may be amended from time to time, and such amendment shall not constitute an amendment to these GTCs. Gopass Programme Members will be notified of any change to the issue and activation fee in sufficient advance via www.gopass.travel.

3.4. Gopass Cards are issued by Business Partners and GOPASS SE.

3.5. Every Gopass Programme Member making their first purchase of cableway or lift Services through the Gopass System at www.gopass.travel who does not yet hold a plastic contactless Gopass Card (as referred to in Clause 3.3 of these GTCs) must simultaneously request to have such a card issued through the Gopass System.

3.6. The Gopass Card referred to in Clause 3.5 shall be delivered by the relevant Business Partner or GOPASS SE to the customer service centre at the resort for which the Gopass Programme Member purchased their first cableway or lift Service.

3.7. Gopass Programme Members are required to use their Gopass Cards in accordance with these Terms and Conditions.

3.8. The validity of every Gopass Card shall expire on the date the relevant membership of the Gopass Programme terminates.

3.9. Following the termination of membership, the Gopass Programme Member shall be liable for any loss or damage arising from unauthorised use of their Gopass Card and undertakes to indemnify GOPASS SE and the relevant Business Partners in full.

3.10. Every Gopass Card is personal and non-transferable and is valid only when used together with the identity document of the Gopass Programme Member for whom it was issued. The card may be used exclusively by the member to whom it was issued. For verification purposes, the member undertakes to cooperate with Business Partners and, in particular, to present their identification document (identity card or passport) to authorised employees of the Business Partners for the purpose of verifying the member's identity. The identity of a child under 15 years of age may be verified by their health insurance card or another document confirming the child's age.

3.11. Gopass Cards may be accepted at designated Gopass acceptance locations operated by Business Partners upon presentation of valid Gopass Cards (plastic cards or mobile cards).

3.12. Where a Gopass Programme Member does not have a Gopass Card in their possession, they shall not be entitled to earn or redeem discounts (goX cashback) offline, including retrospectively.

3.13. If authorised employees of a Business Partner determine that a Gopass Card is being used to access Services or benefits by a person other than the cardholder named on the card, they shall be entitled to refuse to provide Services to that person.

4 GOPASS ACCOUNT

4.1. Each separately registered Gopass Member – Main User pursuant to Clause 2.4.1 of these GTCs – shall be assigned a personal Gopass account within the Gopass Programme (the "**Main Account**").

4.2. Each Gopass Member registered by a Main User or registered independently, i.e. a Subordinate User pursuant to Clause 2.4.2 of these GTCs, shall be assigned a subordinate Gopass account within the Main User's Main Account (the "**Subordinate Account**").

4.3. Every Main User may create a maximum of ten (10) Subordinate Accounts within their Main Account.

4.4. Every Main User may, at their sole discretion, disconnect a Subordinate User from their Main Account by separating the Subordinate Account and entering the Subordinate User's email address. If the Subordinate User subsequently completes registration in the Gopass Programme, their Subordinate Account within the Main User's Main Account shall cease to exist. Any products purchased by such Subordinate User through the Subordinate Account shall remain valid; however, any discounts (goX cashback) earned by that Subordinate User shall remain credited to the Main User's Main Account.

4.5. A Subordinate User may request that GOPASS SE disconnect their Subordinate Account from the Main Account by submitting a request to: info@gopass.sk, info@gopass.at, info@gopass.cz or info@gopass.pl. Any products purchased through the Subordinate Account shall remain valid; however, any discounts (goX cashback) earned by that Subordinate User shall remain in the Main User's goX Wallet within the Main Account.

4.6. Every Gopass Member acting as a Main User may access their Main Account at www.gopass.travel by entering the correct login email address and password.

4.7. The login email address and password are chosen by each Main User and remain valid for the duration of their membership in the Gopass Programme.

4.8. Every Main User may change the password to the Main Account, as well as their telephone number and address, at any time. Any change to the login email address for the Main Account, any other registration details, or the telephone number and address of a Subordinate User provided during registration in the Gopass Programme may only be made upon a request from the Main User containing the original login email address and/or Gopass Card number, sent to: info@gopass.sk, info@gopass.at, info@gopass.cz or info@gopass.pl.

4.9. Only the Main User has access to the goX Wallet within their Main Account, where earned discounts (goX cashback) and purchased goX credit are displayed.

4.10. Every Main User is responsible for managing earned discounts (goX cashback) within their goX Wallet and for managing Gopass vouchers and purchased cards associated with the relevant account in the Gopass Programme through their Main Account.

4.11. Discounts (goX cashback) earned by purchasing Services from Selected Business Partners and/or through the Gopass System by Gopass Member (whether Main Users or Subordinate Users) shall be credited to and redeemed exclusively through the Main Users' Main Accounts/goX Wallets.

4.12. GOPASS SE shall bear no liability whatsoever for any damage arising in connection with access to individual Main Accounts at www.gopass.travel. Every Main User is obliged to keep their login credentials confidential and secure to prevent misuse. GOPASS SE shall not be liable for any loss, damage or other consequences resulting from falsified or incorrectly completed information provided in connection with the creation, amendment or termination of memberships in the Gopass Programme.

5 PROVISION OF BENEFITS

5.1 Every Gopass Member (Main User/Subordinate User) may purchase Services at discounted prices if presenting their Gopass Card at Gopass acceptance points, automated points of sale (Gopass Ticket) and, in the case of Main Users, through the Gopass System at www.gopass.travel, at prices determined by GOPASS SE and the Business Partners and applicable at the time of purchase in EUR, CZK or PLN.

5.2 Discounted prices for Services available to Gopass Members are offered at the respective locations where the Services are provided and, where purchased through the Gopass System, directly at www.gopass.travel.

5.3 Where a Gopass Member holds a valid ISIC, ITIC, EURO26 or GO26 card and wishes to purchase a Service offered at a discounted price specifically for holders of such cards, the card number must be entered into their account at www.gopass.travel before purchasing the Service and before entering any regional or other discount code. ISIC, ITIC, EURO26 or GO26 cards are not one-off discount cards; rather, valid cards confer student status on their holders, even where the holder would otherwise be considered an adult based on age. It is not possible to add an ISIC, ITIC, EURO26 or GO26 card number after the payment has been completed, and the holder shall not be entitled to a discounted price for a Service already purchased. Where the purchase of a Service through the Gopass System at www.gopass.travel is arranged by an accommodation provider on behalf of a holder of an ISIC, ITIC, EURO26 or GO26 card, discounts associated with such cards cannot be applied.

5.4 Where a Gopass Member holds a disability card or a disability card with companion entitlement and wishes to purchase a Service offered at a discounted price specifically for such cardholders, they must send a scan of the relevant card to info@gopass.sk, info@gopass.cz or info@gopass.pl before purchasing the Service. The discounted price does not apply to the companion of a disabled person. Following the submission of the relevant card, the Gopass Member shall receive an email confirming or rejecting an entitlement to the discounted price based on their disability status, sent to the email address from which the scan was submitted. Once the Gopass Member has received confirmation that the entitlement has been granted, they may purchase Services through the Gopass System for which a disability discount is available under the applicable price list. Where the purchase of a Service through the Gopass System at www.gopass.travel is arranged by an accommodation provider on behalf of a holder of a disability card or a disability card with companion entitlement, the disability discount cannot be applied.

6 GoX CASHBACK and goX WALLET

6.1 GoX cashback is a rebate calculated from the value (purchase price) of selected Services purchased by a Gopass Member through the Gopass System or at the acceptance points of Selected Business Partners, which may subsequently be redeemed as a goX payment when purchasing selected Services through the Gopass System or at the acceptance points of Selected Business Partners ("**goX cashback**").

6.2 The amount of goX cashback awarded to each Main User shall depend on the value of purchases of selected Services made by the Gopass Member (Main User) through the Gopass System and purchases of selected Services made by Gopass Members (Main User and Subordinate Users) at the acceptance points of Selected Business Partners.

6.3 Depending on the value of purchases of selected Services made online and/or offline, every Gopass Member may achieve different cashback levels. Each cashback level entitles the Gopass Member (the Main User and their Subordinate Users) to a specified goX cashback rate applicable to that level.

Cashback level	Value of completed purchases of Services (online/offline)	Validity period of the level ("Level Validity Period")
START	up to and including EUR 100 / PLN 450 / CZK 2,500	unlimited
BRONZE	more than EUR 100 up to and including EUR 600 / PLN 451–2,700 / CZK 2,501–15,000	from 1st November of the relevant year + 2 years*
SILVER	more than EUR 600 up to and including EUR 2,500 / PLN 2,700–11,250 / CZK 15,000–62,500	from 1st November of the relevant year + 2 years*
GOLD	more than EUR 2,500 up to and including EUR 10,000 / PLN 11,250–45,000 / CZK 62,500–250,000	from 1st November of the relevant year + 2 years*
PLATINUM	more than EUR 10,000 / PLN 45,000 / CZK 250,000	from 1st November of the relevant year + 2 years*

* The Level Validity Period expires on 31st October at 24:00.

6.4 The current goX cashback rates applicable to individual cashback levels are published at www.gopass.travel. The goX cashback rates and the purchase value thresholds applicable to each cashback level may be amended from time to time. Such amendments shall not be deemed amendments requiring a change to these GTCs. Gopass Members shall

be informed of any changes to cashback rates and/or purchase value thresholds in sufficient advance via www.gopass.travel.

6.5 Irrespective of the cashback level achieved, every Gopass Member shall receive a special goX cashback of 5% of the purchase value exclusively in respect of online purchases of accommodation services from Selected Business Partners made through the Gopass System or through the TMR Hotels booking platform (https://booking.tmrhotels.com). The applicable goX cashback rate may be amended from time to time, and such amendment shall not be deemed an amendment requiring a change to these GTCs. Gopass Members shall be informed of any such changes in sufficient advance via www.gopass.travel.

6.6 Every Gopass Programme Member may be entitled to an additional special goX cashback in respect of the purchase of Services where such special goX cashback is offered by the Selected Business Partner(s) and/or GOPASS SE. The amount of, and conditions governing entitlement to, such special goX cashback shall be determined by the relevant Selected Business Partner and/or Business Partner and shall be stated in the specific terms and conditions applicable to the relevant Service. Where a Gopass Programme Member receives a special goX cashback under this Clause, the Member shall not be entitled to receive the goX cashback applicable under the relevant Cashback Level in respect of the same Service.

6.7 As of 1st November 2024, each Gopass Programme Member was assigned to a Cashback Level determined by GOPASS SE based on the value of purchases made by the Gopass Programme Member (Main User and Subordinate Users) up to 31st October 2024. The assigned Cashback Level is displayed in the Main User's goX Wallet.

6.8 From 1st November 2024, every new Gopass Programme Member shall automatically be assigned to the START Cashback Level.

6.9 Every Gopass Programme Member shall progress to a higher Cashback Level during the applicable Level Validity Period upon reaching the purchase value specified in Clause 6.3 for the relevant Cashback Level. The higher Cashback Level shall apply from the day following the date on which the required purchase value is achieved. If the Gopass Programme Member cancels a contract pursuant to Article 10 of these GTCs, the value of the purchased and subsequently cancelled Service shall not be taken into account when calculating the purchase value for Cashback Level purposes.

6.10 After the applicable Level Validity Period expires, each Gopass Programme Member shall, on 1st November following such expiry, be assigned to the Cashback Level corresponding to the value of Services purchased during the preceding Level Validity Period. Monitoring of the value of purchases of Services (online/offline) shall then recommence from zero.

Example:

A Gopass Programme Member was assigned to the SILVER Level from 1st November 2024. Between 1st November 2024 and 31st October 2026, the Gopass Programme Member (Main User together with Subordinate Users) purchased Services with a total value of EUR 3,000. During that period, the Member was upgraded to the GOLD Level and, from 1st November 2026, they shall remain in the GOLD Cashback Level.

A Gopass Programme Member was assigned to the SILVER Level from 1st November 2024. Between 1st November 2024 and 31st October 2026, the Gopass Programme Member (Main User together with Subordinate Users) purchased Services with a total value of EUR 500. From 1st November 2026, the Member shall be reassigned to the lower BRONZE Cashback Level.

Earning goX cashback

6.11 Every Gopass Programme Member – Main User shall **earn goX cashback** on purchases of selected Services of Selected Business Partners made through the Gopass System. Both the Main User and Subordinate Users shall earn goX cashback on purchases of selected Services of Selected Business Partners made at acceptance points.

6.12 The list of Services for which goX cashback cannot be earned from Selected Business Partners is stated in Annexe No. 2 to these GTCs and is also available at www.gopass.travel. The list of Services contained in Annexe No. 2 may be amended from time to time. Any amendment to Annexe No. 2 shall not constitute an amendment to these GTCs, and Gopass Programme Members shall be informed of any such amendment via www.gopass.travel.

6.13 Where a Gopass Programme Member (Main User or Subordinate User) wishes to earn goX cashback on the purchase of Services (offline) from Selected Business Partners, including purchases made through automated points of sale (Gopass Ticket), the Member must present a valid and registered Gopass Card at the time of purchase.

6.14 If a Gopass Programme Member fails to present a valid and registered Gopass Card when purchasing Services at acceptance points of Selected Business Partners, GOPASS SE and the relevant Selected Business Partner reserve

the right not to credit any goX cashback to the Member. No goX cashback shall be credited retrospectively in respect of purchases made without presenting a valid and registered Gopass Card.

6.15 GoX cashback earned by the Main User (including cashback arising from purchases made by Subordinate Users) shall be credited to the Main User's goX Wallet on the day following the use of the purchased Service. In the case of catering Services, goX cashback shall be credited on the day following the payment for the Service. In the case of accommodation Services, the goX cashback referred to in Clause 6.5 shall be credited on the day following the hotel check-in, while goX cashback earned under the applicable Cashback Level shall be credited on the day following the hotel check-out. GOPASS SE and the relevant Selected Business Partners reserve the right to credit earned goX cashback within a period of up to 30 days following the use of the purchased Service, payment for the Service, the check-in or the check-out, as applicable, where technical issues occur within production systems or the operational systems of Selected Business Partners (including, without limitation, Skidata, Blue Gastro or point-of-sale systems), in respect of purchases eligible for goX cashback.

6.16 GOPASS SE reserves the right to assess the transaction and decline to credit goX cashback to the Main User where the entitlement to such cashback is claimed under circumstances not provided for in this Article of the GTCs. Where GOPASS SE determines that goX cashback has been credited to a Main User in breach of these GTCs, GOPASS SE shall be entitled to remove such improperly credited goX cashback from the Main User's goX Wallet and shall notify the Main User accordingly.

6.17 Where the relevant Selected Business Partner upholds a complaint submitted by a Gopass Programme Member in relation to a Service and refunds the purchase price of the relevant Service, the Main User's goX cashback balance shall be reduced by the amount of goX cashback originally earned in connection with the purchase of that Service.

Use and redemption of goX cashback

6.18 Every Gopass Programme Member (Main User and their Subordinate Users) may redeem earned goX cashback as a goX payment instrument. The Main User may use goX cashback when purchasing selected Services of Selected Business Partners through the Gopass System, and both the Main User and their Subordinate Users may use goX cashback when purchasing selected Services of Selected Business Partners at acceptance points.

6.19 The list of Services for which goX cashback cannot be redeemed is stated in Annexe No. 2 to these GTCs and is also available at www.gopass.travel. The list of Services contained in Annexe No. 2 may be amended from time to time. Any amendment to Annexe No. 2 shall not constitute an amendment to these GTCs, and Gopass Programme Members shall be informed of any such amendment via www.gopass.travel.

6.20 Where a Gopass Programme Member (Main User or Subordinate User) wishes to redeem earned goX cashback when purchasing selected Services from Selected Business Partners at acceptance points (offline purchases), the Member must present a valid and registered Gopass Card at the time of purchase. In addition, the Main User must activate the "ENABLE OFFLINE PAYMENT" function within the goX Wallet. The "ENABLE OFFLINE PAYMENT" function remains active for four (4) hours from the time of activation. After this period expires, the Main User must reactivate the function to continue redeeming goX cashback at acceptance points.

6.21 If a Gopass Programme Member fails to present a valid and registered Gopass Card when purchasing a Service at an acceptance point of a Selected Business Partner and/or the Main User has not activated the "ENABLE OFFLINE PAYMENT" function in their goX Wallet, the Member shall not be entitled to redeem goX cashback.

6.22 Where a Service is purchased through the Gopass System, goX cashback may be redeemed exclusively by Main Users.

6.23 Where a Gopass Programme Member also holds purchased goX Credit and wishes to redeem earned goX cashback when paying for a Service, the goX Credit balance shall be used first, followed by the goX cashback balance. **Accordingly, goX cashback cannot be applied as the primary payment method where the Member holds an available goX Credit balance.**

Validity of goX cashback

6.24 The validity of earned goX cashback is limited in time. Earned goX cashback shall expire at 24:00 on 31st October of each calendar year if neither the Main User nor any Subordinate Users has earned any goX cashback, and therefore has not made any qualifying purchase of Services at acceptance points of Selected Business Partners and/or through the Gopass System, during the two (2) years preceding the expiry date, including the expiry date itself (the "**Monitoring Period**"). In such a case, all goX cashback earned as of the first day of the Monitoring Period shall expire without compensation of any kind.

Example:

If a Gopass Programme Member earns no goX cashback from purchases of Services at acceptance points of Selected Business Partners or through the Gopass System during the period from 31st October 2025 to 31st October 2027 inclusive, all goX cashback earned up to and including 31st October 2025 shall expire at 24:00 on 31st October 2027, without compensation of any kind.

6.25 Every Main User may view their current goX cashback balance, including details of goX cashback credited in connection with purchases of Services, in their goX Wallet within their Main Account at www.gopass.travel after logging in using the relevant email address and password, or via the Gopass mobile application.

6.26 Upon termination of membership in the Gopass Programme for any reason whatsoever, the relevant Gopass Programme Member shall not be entitled to any financial or non-financial compensation in respect of any unused goX cashback remaining as at the date of termination.

6.27 Every Gopass Programme Member acknowledges that the goX cashback service is intended solely for use within the limited scope stated in these GTCs and, by virtue of the applicable exemption under legislation governing payment services, does not fall within the scope of regulation applicable to payment services. Accordingly, this service does not constitute a regulated payment service, is not subject to prudential supervision or any deposit protection scheme applicable to regulated payment services, and does not benefit from the protections afforded to users of regulated payment services under applicable payment services legislation, including Directive (EU) 2015/2366 of the European Parliament and of the Council on payment services in the internal market (PSD2).

Mandatory notifications relating to the goX Account and Gopass Programme Member contact details

6.28 Every Gopass Programme Member acknowledges that, in connection with membership of the Gopass Programme and the provision of services under the Gopass Programme, including individual goX Accounts, GOPASS SE shall send Gopass Programme Members mandatory notifications relating to their participation in the Gopass Programme and the status of their goX Accounts, including, without limitation, information regarding account balances, account transactions, use of funds, changes, restrictions or any other matters connected with the operation of individual goX Accounts.

6.29 The notifications referred to in Clause 6.28 of these GTCs form part of the proper provision of services under the Gopass Programme, including the goX Accounts, and are intended solely to inform Gopass Programme Members of matters relating to their participation in the Gopass Programme and their use of services provided under the Gopass Programme. Such notifications shall not constitute marketing communications or commercial communications.

6.30 The sending of notifications pursuant to Clause 6.28 of these GTCs is intrinsically linked to the provision and use of the services available under the Gopass Programme and the goX Accounts and enables individual Gopass Programme Members to maintain an appropriate overview of the status and operation of their goX Accounts. The scope and form of such notifications shall correspond to the nature of the services provided and shall be limited to information necessary for their proper operation.

6.31 Notifications pursuant to Clause 6.28 of these GTCs shall be sent to individual Gopass Programme Members primarily by electronic mail to the email addresses provided by the Main Users and, where applicable, through other communication channels designated by GOPASS SE, including, without limitation, the user accounts, the Gopass mobile application or other electronic and digital communication channels.

6.32 Every Gopass Programme Member shall ensure that the contact details provided in their user account, in particular their email address, are accurate, complete, truthful and up to date, and shall update such details without undue delay whenever any change occurs. GOPASS SE shall not be liable for any consequences arising from a failure to comply with this obligation, including any failure, delay or inability to deliver notifications due to inaccurate, incomplete or outdated contact details provided by the Gopass Programme Member.

6.33 Personal data processed for the purpose of sending notifications pursuant to Clause 6.28 of these GTCs shall be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR), in particular on the legal basis of performance of a contract pursuant to Article 6(1)(b) GDPR, as such notifications constitute an essential element of the provision of the Gopass Programme and goX Account services.

6.34 Detailed information regarding the processing of personal data, including the categories of personal data processed, retention periods, the rights of data subjects and the manner in which such rights may be exercised, is stated in the Privacy and Personal Data Processing Policy available at: https://www.gopass.travel/SK/co-je-gopass/vseobecne-pravidla.html

7 GoX CREDIT

7.1 Main Users may purchase goX credit in the form of monetary value (hereinafter referred to as "**goX Credit**") via www.gopass.travel or through the Gopass mobile application in EUR, PLN or CZK. The goX Credit may be used to pay for purchases of Services offered by Selected Business Partners through the Gopass System at www.gopass.travel and at the acceptance points of Selected Business Partners.

7.2 Where payment for Services at the acceptance points of Selected Business Partners is made using goX Credit, the relevant Gopass Programme Member may only use goX Credit denominated in the currency applicable in the country of the relevant Selected Business Partner whose Service is being purchased, and such payment must be made at the time of purchase of the relevant Service.

7.3 Upon payment of the price corresponding to the requested amount of goX Credit via www.gopass.travel, the Gopass Programme Member enters into a legal relationship directly with GOPASS SE in respect of the purchased goX Credit. Payment of the purchase price shall constitute the conclusion of a distance sales contract between the Gopass Programme Member as purchaser and GOPASS SE as seller.

7.4 The maximum aggregate amount of goX Credit that may be purchased by a Main User shall be EUR 10,000 (calculated cumulatively across EUR, PLN and CZK balances). The value of the goX Credit must be expressed as a whole positive number. Main Users may top up their goX Credit at any time up to the maximum amount specified in this Clause.

7.5 Every Main User may use goX Credit to purchase selected Services offered by Selected Business Partners through the Gopass System at www.gopass.travel and also at the acceptance points of Selected Business Partners throughout the duration of their membership in the Gopass Programme. If membership in the Gopass Programme terminates for any reason, the Main User shall be refunded the unused balance of their goX Credit as at the date of termination, within the period specified in Clause 12.6 of these GTCs.

7.6 If a Gopass Programme Member (whether a Main User or a Subordinate User) wishes to pay for a Service using goX Credit at an acceptance point of a Selected Business Partner (offline purchase), they must present a valid and registered Gopass Card when purchasing the Service. In addition, the Main User must activate the "ENABLE OFFLINE PAYMENT" function in their goX Wallet. The "ENABLE OFFLINE PAYMENT" function remains active for four (4) hours from the moment of activation. Once this activation period expires, payment using goX Credit shall only be possible if the Main User reactivates the function.

7.7 If any Gopass Programme Member fails to present a valid and registered Gopass Card when purchasing a Service at an acceptance point of a Selected Business Partner, and the Main User has not activated the "ENABLE OFFLINE PAYMENT" function in their goX Wallet, the Gopass Programme Member shall not be permitted to pay for the Service using goX Credit.

7.8 In the case of purchases of selected Services offered by a Selected Business Partner through the Gopass System, goX Credit may only be used by Main Users.

7.9 GoX Credit may be purchased through www.gopass.travel using any of the payment methods specified in Clauses 8.7.1, 8.8.1 or 8.9.1 of these GTCs.

7.10 Every Main User may view the current balance of their goX Credit, including details of all credits, debits and purchases of goX Credit, within the goX Wallet available in their Main Account at www.gopass.travel after logging in with their email address and password, or through the Gopass mobile app.

7.11 Every Gopass Programme Member may also purchase goX Credit in the form of a credit voucher (gift voucher) for any Main User. The recipient Main User shall be notified of the credited goX Credit through their Gopass Account or by email. By making the first use of the gifted goX Credit, including any partial use thereof, the recipient Main User shall be deemed to have accepted the agreement relating to the purchase of such goX Credit. If the recipient Main User does not wish to use or accept the gifted goX Credit, they shall promptly notify GOPASS SE by email sent to reklamacia@gopass.sk, expressly refusing to accept the gifted goX Credit. Such refusal may relate only to the entirety of the gifted goX Credit and not to any part thereof, and may only be exercised prior to acceptance under this Clause, i.e. before any use of the gifted goX Credit has occurred. Where the recipient Main User refuses acceptance of the gifted goX Credit, the gifted goX Credit shall be returned to the goX Wallet of the Main User who originally purchased the goX Credit as a credit voucher for the benefit of the third party.

7.12 Every Gopass Programme Member acknowledges that the service provided through goX Credit is intended solely for the limited purposes specified in these GTCs and, by virtue of the applicable exemption under payment services legislation, falls outside the scope of regulation applicable to payment services. Accordingly, this service does not constitute a regulated payment service, is not subject to prudential supervision or any deposit protection scheme applicable to regulated payment services, and does not benefit from the protections afforded to users of regulated payment services under applicable payment services legislation, including Directive (EU) 2015/2366 of the European Parliament and of the Council on payment services in the internal market (PSD2).

8 PURCHASING SERVICES FROM BUSINESS PARTNERS

8.1 Pursuant to separate contractual arrangements with individual Business Partners, GOPASS SE acts as an intermediary in the sale of Services offered by Business Partners, or Services offered by Business Partners acting as merchants of the relevant Service, and, on behalf of such Business Partners, GOPASS SE accepts payments from Gopass Programme Members (prospective purchasers) corresponding to the purchase price of the selected Service. By paying for a Service through the Gopass System at www.gopass.travel, the relevant Gopass Programme Member enters into a legal relationship directly with the relevant Business Partner providing the selected Service. Accordingly, payment of the purchase price constitutes the conclusion of a distance sales contract between the Gopass Programme Member as purchaser and the relevant Business Partner as seller.

8.2 Services may be purchased through www.gopass.travel only by Main Users through their Main Accounts. Main Users may also purchase Services on behalf of Subordinate Users who shall use the relevant Services.

8.3 All Services offered through the Gopass System are purchased by placing an order, subject to an obligation to pay. Orders shall become binding once confirmed by the relevant Business Partner, the seller, by sending a confirmation of order receipt to the email address provided by the Main User during registration.

8.4 Following payment by any of the methods specified in Clauses 8.6 to 8.9 of these GTCs, the email address provided during registration by the relevant Main User shall be used to send a confirmation of receipt and payment of the order, including details of the type and nature of the Service ordered, the period during which the Service is to be provided, the duration of the contract, and confirmation of the amount of goX Cashback earned through the purchase of the relevant Service. The tax document and confirmation of the earned goX Cashback shall also be made available to the Main User within their Main Account.

8.5 Information relating to individual Services is available at www.gopass.travel and, where applicable, on the websites of the relevant Business Partners. GOPASS SE relies on information provided by the respective Business Partners when informing about individual Services.

8.6 Payment for Services purchased through the Gopass System and **used or redeemed in Slovakia** shall be made by the Main Users, subject to the terms and conditions of the relevant seller, as follows:

8.6.1 Services of Business Partners: monetary payment using PayU, Apple Pay or the "PAY BY CARD" option. The payment shall be debited from the bank account associated with the cardholder's payment card (subject to the applicable interbank or intrabank transfer conditions of the relevant financial institution) and transferred, depending on the nature of the purchased Service, to the bank account of the relevant seller;

8.6.2 Services of Selected Business Partners: payment using goX (goX Credit and/or goX Cashback) by selecting the "PAY FROM goX WALLET" option. The Main User may pay for the purchased Service using a combination of goX Credit denominated in EUR and goX Cashback denominated in EUR. If the Main User does not have sufficient goX Credit or goX Cashback available, they shall be prompted to purchase additional goX Credit up to the full purchase price of the ordered Service. For this payment method, goX Credit shall always be used first, followed by goX Cashback. This payment method can be used only after confirming the transaction using a six-digit verification code within the goX Wallet.

8.7 Payment for Services purchased through the Gopass System and **used or redeemed in the Czech Republic** shall be made by the Main Users, subject to the terms and conditions of the relevant seller, as follows:

8.7.1 Services of Business Partners: monetary payment using PayU, Apple Pay, the "PAY VIA INTERNET BANKING" option (available only for Services to be redeemed more than 48 hours after payment) or the "PAY BY CARD" option. The payment shall be debited from the bank account associated with the cardholder's payment card (subject to the applicable interbank or intrabank transfer conditions of the relevant financial institution) and transferred, depending on the nature of the purchased Service, to the bank account of the relevant seller;

8.7.2 Services of Business Partners: monetary payment using the PayU–Twisto service by selecting the "PAY VIA TWISTO" option. Depending on the nature of the purchased Service, the payment shall be transferred to the bank account of the relevant seller directly by PayU S.A., with its registered office at ul. Grunwaldzka 186, 60-166 Poznań, Poland, in cooperation with Twisto payments a.s., Company ID No. 016 15 165, with its registered office at Újezd 450/40, Malá Strana, 118 00 Prague 1, Czech Republic, registered in the Commercial Register of Municipal Court Prague under File No. B 19085 ("**Twisto**"). PayU–Twisto payment method allows the Main User to defer, on a one-off basis, the payment obligation arising under the contract concluded with the relevant seller through the services provided by Twisto. Upon use of this payment method, the relevant receivable is assigned to Twisto at the request of the Main User. The Main User shall repay such receivable (including the purchase price and any delivery charges) within fourteen (14) days from dispatch of the purchased goods or

provision of the Service, or, where the Primary User holds a Twisto account, within forty-five (45) days from dispatch of the purchased goods or provision of the Service. By using the PayU–Twisto service, the Main User enters directly into a service agreement with Twisto in accordance with the terms and conditions governing the Twisto Pay service and simultaneously consents to the assignment of the receivable to Twisto;

8.7.3 Services of Selected Business Partners: payment using goX (goX Credit and/or goX Cashback) by selecting the "PAY FROM goX WALLET" option. The Main User may pay for the purchased Service using a combination of goX Credit denominated in CZK and goX Cashback denominated in CZK. If the Main User does not have sufficient goX Credit or goX Cashback available, they shall be prompted to purchase additional goX Credit up to the full purchase price of the ordered Service. For this payment method, goX Credit shall always be used first, followed by goX Cashback. This payment method can be used only after confirming the transaction using a six-digit verification code within the goX Wallet.

8.8 Payment for Services purchased through the Gopass System and **used or redeemed in Poland** shall be made by the Main Users, subject to the terms and conditions of the relevant seller, as follows:

8.8.1 Services of Business Partners: monetary payment using PayU, Apple Pay, the "PAY VIA INTERNET BANKING" option (available only for Services to be redeemed more than 48 hours after payment) or the "PAY BY CARD" option. The payment shall be debited from the bank account associated with the cardholder's payment card (subject to the applicable interbank or intrabank transfer conditions of the relevant financial institution) and transferred, depending on the nature of the purchased Service, to the bank account of the relevant seller;

8.8.2 Services of Selected Business Partners: payment using goX (goX Credit and/or goX Cashback) by selecting the "PAY FROM goX WALLET" option. The Primary User may pay for the purchased Service using a combination of goX Credit denominated in PLN and goX Cashback denominated in PLN. If the Primary User does not have sufficient goX Credit or goX Cashback available, they shall be prompted to purchase additional goX Credit up to the full purchase price of the ordered Service. For this payment method, goX Credit shall always be used first, followed by goX Cashback. This payment method can be used only after confirming the transaction using a six-digit verification code within the goX Wallet.

8.9 Payment for Services purchased through the Gopass System and **used or redeemed in Austria** shall be made by the Main Users, subject to the terms and conditions of the relevant seller, as follows:

8.9.1 Services of Business Partners: monetary payment using PayU, Apple Pay or the "PAY BY CARD" option. The payment shall be debited from the bank account associated with the cardholder's payment card (subject to the applicable interbank or intrabank transfer conditions of the relevant financial institution) and transferred, depending on the nature of the purchased Service, to the bank account of the relevant seller;

8.9.2 Services of Selected Business Partners: payment using goX (goX Credit and/or goX Cashback) by selecting the "PAY FROM goX WALLET" option. The Primary User may pay for the purchased Service using a combination of goX Credit denominated in EUR and goX Cashback denominated in EUR. If the Primary User does not have sufficient goX Credit or goX Cashback available, they shall be prompted to purchase additional goX Credit up to the full purchase price of the ordered Service. For this payment method, goX Credit shall always be used first, followed by goX Cashback. This payment method can be used only after confirming the transaction using a six-digit verification code within the goX Wallet.

8.10 GOPASS SE and individual Business Partners reserve the right to expand, restrict or otherwise modify the payment methods available in respect of individual Services offered through the Gopass System.

8.11 All Services offered through the Gopass System at www.gopass.travel display the current purchase price in EUR, CZK or PLN, depending on the country in which the relevant Business Partner acting as seller is established. The displayed purchase price shall be valid at the time the order is submitted by the relevant Main User. All prices include VAT. For certain Services, published prices may be available only for a limited period of time (duration of special offers). Any discounts available to Gopass Programme Members may not be combined with any other discounts, except for the "Advance Purchase Discount" applicable to accommodation services.

9 SCOPE OF SERVICES, goX CREDIT, COMPLAINTS PROCEDURE

9.1. The Services are not services provided by GOPASS SE. The respective terms and conditions of the relevant Business Partners shall apply to individual Services. GOPASS SE acts solely as an intermediary for the sale of Services on behalf of Business Partners and performs other related activities within the scope agreed under a separate contractual arrangement with the relevant Business Partner. GOPASS SE shall bear no liability whatsoever for the content, nature, quality or any other characteristics of the Services, nor for any infringement of the rights of any Gopass Programme

Member in connection with the provision of a Service, including, without limitation, any failure to provide a Service. Any such claim shall be directed against the relevant Business Partner.

9.2. If a purchased Service or goX Credit contains defects (i.e. the scope of the Service differs from that ordered, the date of use of the Service differs from that ordered, or the amount of purchased goX Credit is incorrect), the relevant Gopass Programme Member shall be required to submit a complaint without undue delay after becoming aware of the grounds for the complaint, namely on the day on which the Service or goX Credit was purchased or on the day on which the Service was not provided in the ordered scope, quantity or time; otherwise, the right to lodge a complaint shall lapse. Complaints may be submitted by e-mail to reklamacia@gopass.sk (for purchases in Slovakia relating to Services used in Slovakia), info@gopass.at (for Services used in Austria), reklamacje@gopass.pl (for Services used in Poland), reklamace@gopass.cz (for Services used in the Czech Republic) or in writing by post to: **GOPASS SE, Bernolákova 14, 031 05 Liptovský Mikuláš, Slovak Republic**.. Defects identified subsequently shall not be accepted. Following review of the complaint, GOPASS SE shall record the complaint in a complaints report, including specifying the circumstances of the complaint and the defects alleged by the Gopass Programme Member. GOPASS SE shall issue the Gopass Programme Member with confirmation that the complaint has been lodged. Where the complaint is submitted by means of distance communication (e-mail), GOPASS SE shall deliver confirmation to the Gopass Programme Member without undue delay – by e-mail to the e-mail address provided during registration for the Gopass Programme. Following careful assessment of the complaint, GOPASS SE shall decide on the method of handling the complaint immediately. If the nature of the complaint does not allow immediate resolution, GOPASS SE shall notify the Gopass Programme Member of the period required for processing the complaint, which shall be stated in the confirmation. The complaint handling period shall not exceed 30 days from the date the complaint is lodged, unless compliance with that period is prevented by objective circumstances beyond the control of GOPASS SE. In such a case, GOPASS SE shall inform the Gopass Programme Member of the revised complaint handling period. For the purposes of complaint handling, the Gopass Programme Member shall provide contact details through which they may be notified of the outcome of the complaint if the complaint cannot be resolved immediately upon submission.

9.3. If the relevant Business Partner does not accept the validity of the Gopass Programme Member's complaint (i.e. rejects the grounds for the complaint), the Business Partner shall notify the Gopass Programme Member in writing of the reasons for such rejection.

9.4. Every Gopass Programme Member shall be entitled to reimbursement of any necessary costs reasonably incurred in connection with submitting their complaint. This right must be exercised against GOPASS SE no later than two (2) months after the resolution of a justified complaint; otherwise, the right shall lapse.

9.5. GOPASS SE reserves the right to assess each complaint individually on a case-by-case basis.

9.6. Every Gopass Programme Member shall provide GOPASS SE with all reasonable cooperation required by GOPASS SE in connection with the handling of a complaint. Within the complaint handling period, GOPASS SE shall inform the Gopass Programme Member by e-mail or post of its decision regarding the complaint and details of the method of remedying any defects identified.

9.7. Complaints concerning GOPASS SE may relate only to discrepancies or deficiencies in the scope of a Service or goX Credit as compared to the relevant Service/goX Credit order, and not to the Service itself. Any complaint concerning the provision of a Service purchased through the Gopass System must be submitted directly to the relevant Business Partner with whom the Gopass Programme Member has entered into a contractual relationship.

9.8. If a Gopass Programme Member who is a consumer, being a natural person acting outside the scope of their trade, business, employment or profession when entering into and performing a consumer contract, is dissatisfied with the manner in which GOPASS SE, acting as seller, has handled their complaint, or believes that GOPASS SE has infringed their rights, the Gopass Programme Member shall be entitled to request redress from GOPASS SE as the seller. If GOPASS SE rejects such a request or fails to respond within 30 days of its submission by the Gopass Programme Member, the Gopass Programme Member shall be entitled to initiate alternative dispute resolution proceedings ("ADR"). The competent ADR entity for disputes with GOPASS SE as seller shall be: **(a)** the **Czech Trade Inspection Authority** (*Česká obchodní inspekce*), Gorazdova 1969/24, 120 00 Prague 2, Czech Republic, which may be contacted for this purpose at: Česká obchodní inspekce, Oddělení mimosoudního řešení spotřebitelských sporů, Gorazdova 1969/24, 120 00 Prague 2; or **(b)** any other authorised legal entity entered in the register of ADR entities maintained by the Ministry of Industry and Trade of the Czech Republic (the register is available at: https://www.mpo.cz/cz/ochrana-spotrebitele/mimosoudni-reseni-spotrebitelskych-sporu-adr/), and the Gopass Programme Member shall have the right to choose which ADR entity to approach. The Gopass Programme Member may also use the European Commission's Online Dispute Resolution platform, available at: https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=CS. Further information regarding alternative dispute resolution for consumer disputes is available on the website of the Czech Trade Inspection Authority: https://www.coi.cz/informace-o-adr/.

10 WITHDRAWAL FROM A CONTRACT

Withdrawal from a Contract by a Gopass Programme Member as Purchaser

10.1. Withdrawal from a Contract in respect of the purchase of Services of Selected Business Partners used/redeemed in Slovakia:

10.1.1. **Water Park/Amusement Park Admission:** In the event of the purchase of any Service offered for water parks or amusement parks through the Gopass System at www.gopass.travel, Gopass Programme Members acting as consumers **shall not have the right to withdraw from their distance contracts** or off-premises contracts pursuant to Section 19(1)(l) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts.

10.1.1.1. Every Main User may cancel their contract, except where the purchased Service is a season pass, from the moment the contractual relationship is established until 11:59 p.m. on the day preceding the day on which the purchased Service (admission) is to be used, for any reason or without stating a reason. Cancellation of the contract shall be effected by clicking the **"CANCEL FOR goX CREDIT"** button. In the event of cancellation of the contract pursuant to this Clause of the GTCs, the purchase price paid by the Main User for the Service (admission) shall be reduced by an administrative fee of one (1) EUR, and the remaining amount shall subsequently be credited to the Main User's goX Credit balance in the goX Wallet. Where the Main User exercises the right to cancel their contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.1.1.2. Every Main User may cancel their contract, except where the purchased Service is a season pass, from the moment the contractual relationship is established until the commencement of use of the purchased Service (admission) or until 12:00 noon on the day on which the Service is to be used, whichever occurs first, for any reason or without stating a reason. Cancellation of the contract shall be effected by clicking the **"CANCEL FOR goX CREDIT"** button. In the event of cancellation of the contract pursuant to this Clause of the GTCs, the purchase price paid by the Main User for the Service (admission) shall be reduced by an administrative fee of five (5) EUR, and the remaining amount shall subsequently be credited to the Main User's goX Credit balance. Where the Main User exercises the right to cancel their contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.1.2. **Cable Cars – Ticket/Ski Pass:** In the event of the purchase of any cable car Service offered through the Gopass System at www.gopass.travel, the **right to withdraw from a distance contract** or an off-premises contract pursuant to Section 14(6)(m) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts **shall not apply** to the concluded contract, and **withdrawal from the contract shall not be possible.**

10.1.2.1. Every Main User may cancel their contract, except for contracts relating to the **FRESH TRACK Service** and **season ski pass/ticket Services**, from the moment the contract is concluded until 11:59 p.m. on the day preceding the day on which the cable car Service is to be used, for any reason or without stating a reason. Cancellation of the contract shall be effected by clicking the **"CANCEL FOR goX CREDIT"** button. In the event of cancellation of the contract pursuant to this Clause of the GTCs, the purchase price paid by the Gopass Programme Member for the cable car Service shall be reduced by an administrative fee of one (1) EUR, and the remaining amount shall subsequently be credited to the Main User's goX Credit balance. Where the Main User exercises the right to cancel their contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.1.2.2. Every Main User may cancel their contract, except for contracts relating to the **FRESH TRACK Service**, the **Lomnický štít Cable Car Ticket Service,** and **season ski pass/ticket Services**, from the moment the contract is concluded until the commencement of use of the cable car Service or until 12:00 noon on the day on which the Service is to be used, whichever occurs first, for any reason or without stating a reason. Cancellation of the contract shall be effected by clicking the **"CANCEL FOR goX CREDIT"** button. In the event of cancellation of the contract pursuant to this Clause of the GTCs, the purchase price paid by the Gopass Programme Member for the cable car Service shall be reduced by an administrative fee of five (5) EUR, and the remaining amount shall subsequently be

credited to the Main User's goX Credit balance. Where the Main User exercises the right to cancel the contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.1.3. **Events/Experiences:** In the event of the purchase of any Service relating to events or experiences offered through the Gopass System at www.gopass.travel, every Gopass Programme Member acting as a consumer **shall not have the right to withdraw from a distance contract** or an off-premises contract pursuant to Section 19(1)(l) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts.

10.1.4. **Golf:** In the event of the purchase of any golf Service offered through the Gopass System at www.gopass.travel, every **Gopass Programme Member** shall, pursuant to Section 19(1) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, **have the right to withdraw from their distance contract** or an off-premises contract **within fourteen (14) days** of the date of conclusion of the Service contract. For the purposes of withdrawal under this Clause of the GTCs, the contract shall be deemed concluded at the moment the Gopass Programme Member pays the purchase price for the selected Service. For the purposes of withdrawal from a distance contract or an off-premises contract by a Gopass Programme Member, the Selected Business Partners have authorised GOPASS SE to represent them in full, including receiving notices of withdrawal from Gopass Programme Members.

10.1.4.1. When exercising their right of withdrawal pursuant to Clause 10.1.4 of the GTCs, every Gopass Programme Member (consumer) shall inform GOPASS SE of their decision to withdraw from their contract: **(i)** by an unequivocal statement sent to: GOPASS SE, Bernolákova 14, 031 05 Liptovský Mikuláš, Slovak Republic, or by e-mail to reklamacia@gopass.sk. For this purpose, the model withdrawal form attached to these GTCs may be used; or **(ii)** online at www.gopass.travel by clicking the **"WITHDRAW FROM THE CONTRACT HERE"** button. Where the Gopass Programme Member exercises the right of withdrawal under this Clause of the GTCs, GOPASS SE, acting pursuant to a specific authorisation granted by the Selected Business Partners, shall promptly provide the Gopass Programme Member with confirmation of receipt of the withdrawal notice, including its content and the date and time of submission, on a durable medium (by e-mail). The withdrawal period shall be deemed complied with if the notice of withdrawal is sent to GOPASS SE no later than the final day of the withdrawal period. The burden of proof regarding the exercise of the right of withdrawal shall rest with the Gopass Programme Member.

10.1.4.2. Upon withdrawal from a contract pursuant to Clause 10.1.4 of the GTCs, the contract between the relevant Selected Business Partner and the Gopass Programme Member shall be cancelled ab initio. GOPASS SE, acting on behalf of the relevant Selected Business Partner, shall reimburse all payments received from the Gopass Programme Member on behalf of and in connection with the contract (including delivery costs) without undue delay and in any event no later than fourteen (14) days after receiving the notice of withdrawal. Payments shall be refunded using the same payment method used by the Gopass Programme Member for the original transaction.

10.1.4.3. Where the Gopass Programme Member withdraws from their contract and the Selected Business Partner, acting as seller, commenced performance prior to expiry of the withdrawal period at the express request of the Gopass Programme Member, the Gopass Programme Member shall pay GOPASS SE a proportionate amount corresponding to the performance provided up to the time of withdrawal.

10.1.4.4. Information concerning the exercise of Gopass Programme Members' rights as consumers to withdraw from their distance contracts or off-premises contracts forms an annexe to these GTCs.

10.1.5. **Ski School/Rental Services:** In the event of the purchase of any Ski School or Rental Service offered through the Gopass System at www.gopass.travel, every Gopass Programme Member acting as a consumer **shall not have the right to withdraw from their distance contract** or off-premises contract pursuant to Section 19(1)(l) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts.

10.1.5.1. Every Main User may cancel their Ski School or Rental Service contract from the moment the contract is concluded until 11:59 p.m. on the day preceding the day on which the purchased Ski School or Rental Service is to be provided, for any reason or without stating a reason. Cancellation of the contract shall be effected by clicking the **"CANCEL FOR goX CREDIT"** button. In the event of cancellation of the contract pursuant to this Clause of the GTCs, the purchase price paid by the Gopass Programme Member for the purchased Ski School or Rental Service shall be reduced by an administrative fee of one (1) EUR, and the remaining amount shall subsequently be credited to the Main User's goX Credit balance. Where the Main User exercises the right to cancel their contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.1.6. **Accommodation:** Every Main User who has purchased Accommodation Services through the Gopass System at www.gopass.travel **shall not have the right to withdraw from their distance contract** or an off-premises contract pursuant to Section 19(1)(l) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, as amended.

10.1.6.1 In the event of cancellation of a confirmed reservation of ordered Accommodation Services, or partial cancellation of such confirmed reservation, the relevant Gopass Programme Member shall be obliged to pay the relevant Selected Business Partner cancellation charges in the amount and subject to the conditions stated in the general terms and conditions of the relevant accommodation establishment, available at www.tmrhotels.com or on the websites of the relevant accommodation establishments of the Selected Business Partners.

10.2. Withdrawal from a Contract in Relation to the Purchase of goX Credit:

10.2.1. In the event of the purchase of goX Credit through the Gopass System at www.gopass.travel, the relevant **Gopass Programme Member** shall, pursuant to Section 1829 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, **not have the right to withdraw from their contract** within fourteen (14) days from the date on which the purchased goX Credit is credited to the Main User's goX Wallet.

10.2.1.1. When exercising their right of withdrawal pursuant to Clause 10.2.1 of these GTCs, every Gopass Programme Member (consumer) shall inform GOPASS SE of their decision to withdraw from the contract either by: (i) an unequivocal statement sent to the correspondence address: GOPASS SE, Bernolákova 14, Liptovský Mikuláš 031 05, Slovak Republic, or to reklamacia@gopass.sk; for this purpose, the model withdrawal form attached to these GTCs may be used; or (ii) online at www.gopass.travel by clicking the "WITHDRAW FROM THE CONTRACT HERE" button. If the Gopass Programme Member exercises the right of withdrawal under this Clause of the GTCs, GOPASS SE shall provide the Gopass Programme Member with confirmation of receipt of the withdrawal notice, including its content and the date and time of its submission on a durable medium (by e-mail). The withdrawal period shall be deemed complied with if the notice of withdrawal is sent to GOPASS SE no later than the last day of the withdrawal period. The burden of proof regarding the exercise of the right of withdrawal shall rest with the Gopass Programme Member.

10.2.1.2. Upon withdrawal from the contract pursuant to Clause 10.2.1 of these GTCs, the contract between GOPASS SE and the relevant Gopass Programme Member shall be cancelled ab initio. GOPASS SE shall refund all payments received from the Gopass Programme Member under and in connection with the contract without undue delay and no later than fourteen (14) days from receipt of the notice of withdrawal. Payments shall be refunded using the same payment method used by the Gopass Programme Member for the original transaction. In the event of withdrawal pursuant to Clause 10.2.1 of these GTCs, the Gopass Programme Member shall bear the costs associated with the return of the purchased goX Credit.

10.3. Withdrawal from a Contract in respect of the purchase of Services of Business Partners through the Gopass System used/redeemed in Slovakia:

10.3.1 The provisions of Clauses 10.1.1, 10.1.2, 10.1.3, 10.1.4, 10.1.5 and 10.1.6 of these GTCs shall apply mutatis mutandis to withdrawal from contracts for the purchase of Business Partners' Services through the Gopass System which are used or redeemed in Slovakia, depending on the type of Business Partner Service purchased, including the provisions governing exceptions to the consumer's right of withdrawal under Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, as amended.

10.3.2 In the event of the purchase of Business Partners' Services through the Gopass System at www.gopass.travel for which withdrawal from the contract is not possible / to which the statutory right of withdrawal under Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, as amended, does not apply, and where the relevant Business Partner nevertheless permits the Gopass Programme Member to cancel the contract for the purchase of the Service, every Main User may cancel their contract from the moment the contractual relationship is established until 11:59 p.m. on the day preceding the day on which the purchased Service is to be provided, for any reason or without stating a reason. Contract cancellation shall be carried out by clicking the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this Clause of the GTCs, the purchase price paid by the Main User for the Service shall be reduced by an administrative fee of one (1) EUR and subsequently credited to the Main User's goX Credit balance in the goX Wallet. Where the Main User exercises the right to cancel the contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.3.3 In the event of the purchase of Business Partners' Services through the Gopass System at www.gopass.travel for which withdrawal from the contract is not possible / to which the statutory right of withdrawal under Act No.

108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, as amended, does not apply, and where the relevant Business Partner nevertheless permits the Gopass Programme Member to cancel the contract for the purchase of the Service, the Main User may cancel their contract from the moment the contractual relationship is established until the commencement of the use of the purchased Service or until 12:00 noon on the day on which the Service is to be used, whichever occurs first, for any reason or without stating a reason. Contract cancellation shall be carried out by clicking the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this Clause of the GTCs, the purchase price paid by the Main User for the Service shall be reduced by an administrative fee of five (5) EUR and subsequently credited to the Main User's goX Credit balance. Where the Main User exercises the right to cancel the contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.4. Withdrawal from a Contract in respect of the purchase of Services of Selected Business Partners used/redeemed in the Czech Republic:

10.4.1. **Cable Cars – Ticket/Ski Pass/Activities:** In the event of the purchase of any of the cable car Services, including Activities, offered through the Gopass System at www.gopass.travel, the provisions of Sections 1820 to 1839 of Act No. 89/2012 Coll., the Civil Code, as amended, shall not apply to the concluded contract pursuant to Section 1840(h) of Act No. 89/2012 Coll., the Civil Code, as amended, and **withdrawal from the contract shall not be possible.**

10.4.1.1. Every Main User may cancel their contract, except for contracts relating to the **FRESH TRACK Service, Activities Services, the BIKE PASS 3 and 6 Service and season ski pass/ticket Services**, from the moment the contract is concluded until 11:59 p.m. on the day preceding the day on which the cable car Service is to be used, for any reason or without stating a reason. Cancellation of the contract shall be effected by clicking the **"CANCEL FOR goX CREDIT"** button. In the event of cancellation of the contract pursuant to this Clause of the GTCs, the purchase price paid by the Gopass Programme Member for the cable car Service shall be reduced by an administrative fee of thirty (30) CZK, and the remaining amount shall subsequently be credited to the Main User's goX Credit balance. Where the Main User exercises the right to cancel their contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.4.1.2. Every Main User may cancel their contract, except for contracts relating to the **FRESH TRACK Service**, the **BIKE PASS 3 and 6 Service,** and **season ski pass/ticket Services**, from the moment the contract is concluded until the commencement of use of the cable car Service or until 12:00 noon on the day on which the Service is to be used, whichever occurs first, for any reason or without stating a reason. Cancellation of the contract shall be effected by clicking the **"CANCEL FOR goX CREDIT"** button. In the event of cancellation of the contract pursuant to this Clause of the GTCs, the purchase price paid by the Gopass Programme Member for the cable car Service shall be reduced by an administrative fee of one hundred and fifty (150) CZK, and the remaining amount shall subsequently be credited to the Main User's goX Credit balance. Where the Main User exercises the right to cancel the contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.4.2. **Events/Experiences:** In the event of the purchase of any Event/Experience Services offered through the Gopass System at www.gopass.travel, **withdrawal from the contract shall not be possible** pursuant to Section 1837(j) of Act No. 89/2012 Coll., the Civil Code, as amended.

10.4.3. **Golf:** In the event of the purchase of any golf Service offered through the Gopass System at www.gopass.travel, every **Gopass Programme Member** shall, pursuant to Sections 1820 to 1839 of Act No. 89/2012 Coll., the Civil Code, as amended, **have the right to withdraw from their contract** within fourteen (14) days of the date of conclusion of the Service contract. For the purposes of withdrawal under this clause of the GTCs, the contract shall be deemed concluded at the moment when the Gopass Programme Member pays the purchase price for the selected golf Service.

10.4.3.1. When exercising their right of withdrawal pursuant to Clause 10.4.3 of the GTCs, every Gopass Programme Member (consumer) shall inform GOPASS SE of their decision to withdraw from their contract by: (i) an unequivocal statement sent to the correspondence address: GOPASS SE, Bernolákova 14, 031 05 Liptovský Mikuláš, Slovak Republic, or by e-mail to reklamace@gopass.cz. For this purpose, the model withdrawal form attached to these GTC may be used; or (ii) online at www.gopass.travel by clicking the **"WITHDRAW FROM THE CONTRACT HERE"** button. Where the Gopass Programme Member exercises the right of withdrawal under this Clause of the GTCs,

GOPASS SE, acting pursuant to a specific authorisation granted by the Selected Business Partners, shall promptly provide the Gopass Programme Member with confirmation of receipt of the withdrawal notice, including its content and the date and time of submission, on a durable medium (by e-mail). The withdrawal period shall be deemed complied with if the notice of withdrawal is sent to GOPASS SE no later than the final day of the withdrawal period. The burden of proof regarding the exercise of the right of withdrawal shall rest with the Gopass Programme Member.

10.4.3.2. Upon withdrawal from a contract pursuant to Clause 10.4.3 of the GTCs, the contract between the relevant Selected Business Partner and the Gopass Programme Member shall be cancelled ab initio. GOPASS SE, acting on behalf of the relevant Selected Business Partner, shall reimburse all payments received from the Gopass Programme Member on behalf of and in connection with the contract (including delivery costs) without undue delay and in any event no later than fourteen (14) days after receiving the notice of withdrawal. Payments shall be refunded using the same payment method used by the Gopass Programme Member for the original transaction. GOPASS SE shall not be obliged to reimburse any additional costs incurred where the Gopass Programme Member has expressly chosen a method of delivery other than the least expensive standard delivery method offered by the seller. Additional costs shall mean the difference between the delivery costs chosen by the consumer and the costs of the least expensive standard delivery method offered by the seller.

10.4.3.3. Where the Gopass Programme Member withdraws from their contract and the Selected Business Partner, acting as seller, commenced performance prior to expiry of the withdrawal period at the express request of the Gopass Programme Member, the Gopass Programme Member shall pay GOPASS SE a proportionate amount corresponding to the performance provided up to the time of withdrawal.

10.4.3.4. Information concerning the exercise of Gopass Programme Members' rights as consumers to withdraw from their distance contracts or off-premises contracts forms an annexe to these GTCs.

10.4.4. **Ski School/Rental Services:** In the event of the purchase of any Ski School/Rental Services offered through the Gopass System at www.gopass.travel, **withdrawal from the contract shall not be possible** pursuant to Section 1837(j) of Act No. 89/2012 Coll., the Civil Code, as amended.

10.4.4.1. Every Main User may cancel their Ski School or Rental Service contract from the moment the contract is concluded until 11:59 p.m. on the day preceding the day on which the purchased Ski School or Rental Service is to be provided, for any reason or without stating a reason. Cancellation of the contract shall be effected by clicking the **"CANCEL FOR goX CREDIT"** button. In the event of cancellation of the contract pursuant to this Clause of the GTCs, the purchase price paid by the Gopass Programme Member for the purchased Ski School or Rental Service shall be reduced by an administrative fee of thirty (30) CZK, and the remaining amount shall subsequently be credited to the Main User's goX Credit balance. Where the Main User exercises the right to cancel their contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.4.5. **Accommodation:** Every Main User who has purchased Accommodation Services through the Gopass System at www.gopass.travel **shall not have the right to withdraw from their contract** pursuant to Section 1837(j) of Act No. 89/2012 Coll., the Civil Code, as amended.

10.4.5.1. In the event of cancellation of a confirmed reservation of ordered Accommodation Services, or partial cancellation of such confirmed reservation, the relevant Gopass Programme Member shall be obliged to pay the relevant Selected Business Partner cancellation charges in the amount and subject to the conditions stated in the general terms and conditions of the relevant accommodation establishment, available at www.tmrhotels.com or on the websites of the relevant accommodation establishments of the Selected Business Partners.

10.5. Withdrawal from a Contract in respect of the purchase of Services of Business Partners through the Gopass System used/redeemed in the Czech Republic:

10.5.1. The provisions of Clauses 10.4.1, 10.4.2, 10.4.3, 10.4.4 and 10.4.5 of these GTCs shall apply mutatis mutandis to withdrawal from contracts for the purchase of Business Partners' Services through the Gopass System which are used or redeemed in Slovakia, depending on the type of Business Partner Service purchased, including the provisions governing exceptions to the consumer's right of withdrawal under Act No. 89/2012 Coll., the Civil Code, as amended.

10.5.2. In the event of the purchase of Business Partners' Services through the Gopass System at www.gopass.travel for which withdrawal from the contract is not possible / to which the statutory right of withdrawal under Act No. 89/2012 Coll., the Civil Code, as amended, does not apply, and where the relevant Business Partner

nevertheless permits the Gopass Programme Member to cancel the contract for the purchase of the Service, every Main User may cancel their contract from the moment the contractual relationship is established until 11:59 p.m. on the day preceding the day on which the purchased Service is to be provided, for any reason or without stating a reason. Contract cancellation shall be carried out by clicking the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this Clause of the GTCs, the purchase price paid by the Main User for the Service shall be reduced by an administrative fee of thirty (30) CZK and subsequently credited to the Main User's goX Credit balance in the goX Wallet. Where the Main User exercises the right to cancel the contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.5.3. In the event of the purchase of Business Partners' Services through the Gopass System at www.gopass.travel for which withdrawal from the contract is not possible / to which the statutory right of withdrawal under Act 89/2012 Coll., the Civil Code, as amended, does not apply, and where the relevant Business Partner nevertheless permits the Gopass Programme Member to cancel the contract for the purchase of the Service, the Main User may cancel their contract from the moment the contractual relationship is established until the commencement of the use of the purchased Service or until 12:00 noon on the day on which the Service is to be used, whichever occurs first, for any reason or without stating a reason. Contract cancellation shall be carried out by clicking the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this Clause of the GTCs, the purchase price paid by the Main User for the Service shall be reduced by an administrative fee of one hundred and fifty (150) CZK and subsequently credited to the Main User's goX Credit balance. Where the Main User exercises the right to cancel the contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.6. Withdrawal from a Contract in respect of the purchase of Services of Selected Business Partners used/redeemed in Poland:

10.6.1. **Amusement Park Admission:** In the event of the purchase of any Amusement Park Service offered through the Gopass System at www.gopass.travel, **Gopass Programme Members shall not have the right to withdraw from their contracts pursuant to Section 27 of the Consumer Rights Act** of 30 April 2014 (consolidated text: Journal of Laws 2024, item 1796), with reference to Section 38(12) of the Consumer Rights Act of 30 April 2014 (consolidated text: Journal of Laws 2024, item 1796).

10.6.1.1. Every Main User may cancel their contract, except where the purchased Service is a season pass, from the moment the contractual relationship is established until 11:59 p.m. on the day preceding the day on which the purchased Service (admission) is to be used, for any reason or without stating a reason. Cancellation of the contract shall be effected by clicking the **"CANCEL FOR goX CREDIT"** button. In the event of cancellation of the contract pursuant to this Clause of the GTCs, the purchase price paid by the Main User for the Service (admission) shall be reduced by an administrative fee of five (5) PLN, and the remaining amount shall subsequently be credited to the Main User's goX Credit balance in the goX Wallet. Where the Main User exercises the right to cancel their contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.6.1.2. Every Main User may cancel their contract, except where the purchased Service is a season pass, from the moment the contractual relationship is established until the commencement of use of the purchased Service (admission) or until 12:00 noon on the day on which the Service is to be used, whichever occurs first, for any reason or without stating a reason. Cancellation of the contract shall be effected by clicking the **"CANCEL FOR goX CREDIT"** button. In the event of cancellation of the contract pursuant to this Clause of the GTCs, the purchase price paid by the Main User for the Service (admission) shall be reduced by an administrative fee of twenty-five (25) PLN, and the remaining amount shall subsequently be credited to the Main User's goX Credit balance. Where the Main User exercises the right to cancel their contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.6.2. **Cable Cars – Ticket/Ski Pass:** In the event of the purchase of any cable car Service offered through the Gopass System at www.gopass.travel, **Gopass Programme Members shall not have the right to withdraw from their contracts pursuant to Section 27 of the Consumer Rights Act** of 30 April 2014 (consolidated text: Journal of Laws 2024, item 1796), with reference to Section 38(12) of the Consumer Rights Act of 30 April 2014 (consolidated text: Journal of Laws 2024, item 1796)**.**

10.6.2.1. Every Main User may cancel their contract, except for contracts relating to the **FRESH TRACK Service** and **season ski pass/ticket Services**, from the moment the contract is concluded until

11:59 p.m. on the day preceding the day on which the cable car Service is to be used, for any reason or without stating a reason. Cancellation of the contract shall be effected by clicking the **"CANCEL FOR goX CREDIT"** button. In the event of cancellation of the contract pursuant to this Clause of the GTCs, the purchase price paid by the Gopass Programme Member for the cable car Service shall be reduced by an administrative fee of five (5) PLN, and the remaining amount shall subsequently be credited to the Main User's goX Credit balance. Where the Main User exercises the right to cancel their contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.6.2.2. Every Main User may cancel their contract, except for contracts relating to the **FRESH TRACK Service**, the **Lomnický štít Cable Car Ticket Service,** and **season ski pass/ticket Services**, from the moment the contract is concluded until the commencement of use of the cable car Service or until 12:00 noon on the day on which the Service is to be used, whichever occurs first, for any reason or without stating a reason. Cancellation of the contract shall be effected by clicking the **"CANCEL FOR goX CREDIT"** button. In the event of cancellation of the contract pursuant to this Clause of the GTCs, the purchase price paid by the Gopass Programme Member for the cable car Service shall be reduced by an administrative fee of twenty-five (25) PLN, and the remaining amount shall subsequently be credited to the Main User's goX Credit balance. Where the Main User exercises the right to cancel the contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.6.3. **Events/Experiences:** In the event of the purchase of any Event/Experience Services offered through the Gopass System at www.gopass.travel, every Gopass Programme Member **shall not have the right to withdraw from the contract pursuant to Section 27 of the Consumer Rights Act** of 30 April 2014 (consolidated text: Journal of Laws 2024, item 1796), with reference to Section 38(12) of the Consumer Rights Act of 30 April 2014 (consolidated text: Journal of Laws 2024, item 1796).

10.6.4. **Ski School/Rental Service:** In the event of the purchase of any Ski School/Rental Service offered through the Gopass System at www.gopass.travel, every Gopass Programme Member **shall not have the right to withdraw from the contract pursuant to Section 27 of the Consumer Rights Act** of 30 April 2014 (consolidated text: Journal of Laws 2024, item 1796), with reference to Section 38(12) of the Consumer Rights Act of 30 April 2014 (consolidated text: Journal of Laws 2024, item 1796).

10.6.4.1. Every Main User may cancel their Ski School or Rental Service contract from the moment the contract is concluded until 11:59 p.m. on the day preceding the day on which the purchased Ski School or Rental Service is to be provided, for any reason or without stating a reason. Cancellation of the contract shall be effected by clicking the **"CANCEL FOR goX CREDIT"** button. In the event of cancellation of the contract pursuant to this Clause of the GTCs, the purchase price paid by the Gopass Programme Member for the purchased Ski School or Rental Service shall be reduced by an administrative fee of five (5) PLN, and the remaining amount shall subsequently be credited to the Main User's goX Credit balance. Where the Main User exercises the right to cancel their contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.6.5. **Accommodation:** Every Main User who has purchased Accommodation Services through the Gopass System at www.gopass.travel **shall not have the right to withdraw from their contract pursuant to Section 27 of the Consumer Rights Act** of 30 April 2014 (consolidated text: Journal of Laws 2024, item 1796), with reference to Section 38(12) of the Consumer Rights Act of 30 April 2014 (consolidated text: Journal of Laws 2024, item 1796).

10.6.5.1. In the event of cancellation of a confirmed reservation of ordered Accommodation Services, or partial cancellation of such confirmed reservation, the relevant Gopass Programme Member shall be obliged to pay the relevant Selected Business Partner cancellation charges in the amount and subject to the conditions stated in the general terms and conditions of the relevant accommodation establishment, available at www.tmrhotels.com or on the websites of the relevant accommodation establishments of the Selected Business Partners.

10.7. Withdrawal from a Contract in respect of the purchase of Services of Business Partners through the Gopass System used/redeemed in Poland:

10.7.1 The provisions of Clauses 10.6.1, 10.6.2, 10.6.3, 10.6.4 and 10.6.5 of these GTCs shall apply mutatis mutandis to withdrawal from contracts for the purchase of Business Partners' Services through the Gopass System which are used or redeemed in Slovakia, depending on the type of Business Partner Service

purchased, including the provisions governing exceptions to the consumer's right of withdrawal under the Consumer Rights Act of 30 April 2014 (consolidated text: Journal of Laws 2024, item 1796).

10.7.2 In the event of the purchase of Business Partners' Services through the Gopass System at www.gopass.travel for which withdrawal from the contract is not possible / to which the statutory right of withdrawal under the Consumer Rights Act of 30 April 2014 (consolidated text: Journal of Laws 2024, item 1796) does not apply, and where the relevant Business Partner nevertheless permits the Gopass Programme Member to cancel the contract for the purchase of the Service, every Main User may cancel their contract from the moment the contractual relationship is established until 11:59 p.m. on the day preceding the day on which the purchased Service is to be provided, for any reason or without stating a reason. Contract cancellation shall be carried out by clicking the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this Clause of the GTCs, the purchase price paid by the Main User for the Service shall be reduced by an administrative fee of five (5) PLN and subsequently credited to the Main User's goX Credit balance in the goX Wallet. Where the Main User exercises the right to cancel the contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.7.3 In the event of the purchase of Business Partners' Services through the Gopass System at www.gopass.travel for which withdrawal from the contract is not possible / to which the statutory right of withdrawal under under the Consumer Rights Act of 30 April 2014 (consolidated text: Journal of Laws 2024, item 1796) does not apply, and where the relevant Business Partner nevertheless permits the Gopass Programme Member to cancel the contract for the purchase of the Service, the Main User may cancel their contract from the moment the contractual relationship is established until the commencement of the use of the purchased Service or until 12:00 noon on the day on which the Service is to be used, whichever occurs first, for any reason or without stating a reason. Contract cancellation shall be carried out by clicking the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this Clause of the GTCs, the purchase price paid by the Main User for the Service shall be reduced by an administrative fee of twenty-five (25) PLN and subsequently credited to the Main User's goX Credit balance. Where the Main User exercises the right to cancel the contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.8. Withdrawal from a Contract in respect of the purchase of Services of Selected Business Partners used/redeemed in Austria:

10.8.1. **Cable Cars – Ticket/Ski Pass:** In the event of the purchase of any of the Cable Car Services offered through the Gopass System at www.gopass.travel, **the right to withdraw from a leisure service contract concluded online pursuant to Section 18(10) of the FAGG shall be excluded.**

10.8.1.1. Every Main User may cancel their contract, except for contracts relating to the **FRESH TRACK Service** and **season ski pass/ticket Services**, from the moment the contract is concluded until 11:59 p.m. on the day preceding the day on which the cable car Service is to be used, for any reason or without stating a reason. Cancellation of the contract shall be effected by clicking the **"CANCEL FOR goX CREDIT"** button. In the event of cancellation of the contract pursuant to this Clause of the GTCs, the purchase price paid by the Gopass Programme Member for the cable car Service shall be reduced by an administrative fee of one (1) EUR, and the remaining amount shall subsequently be credited to the Main User's goX Credit balance. Where the Main User exercises the right to cancel their contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.8.1.2. Every Main User may cancel their contract, except for contracts relating to the **FRESH TRACK Service** and **season ski pass/ticket Services**, from the moment the contract is concluded until the commencement of use of the cable car Service or until 12:00 noon on the day on which the Service is to be used, whichever occurs first, for any reason or without stating a reason. Cancellation of the contract shall be effected by clicking the **"CANCEL FOR goX CREDIT"** button. In the event of cancellation of the contract pursuant to this Clause of the GTCs, the purchase price paid by the Gopass Programme Member for the cable car Service shall be reduced by an administrative fee of five (5) EUR, and the remaining amount shall subsequently be credited to the Main User's goX Credit balance. Where the Main User exercises the right to cancel the contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

10.9. Withdrawal from a Contract in respect of the purchase of Services of Business Partners through the Gopass System used/redeemed in Austria:

10.9.1. The provisions of Clause 10.8.1 of these GTCs shall apply mutatis mutandis to withdrawal from contracts for the purchase of Business Partners' Services through the Gopass System which are used or redeemed in Austria, including the provision governing the exception to the consumer's right to withdraw from a contract concluded online for leisure services pursuant to Section 18(10) of the FAGG.

10.9.2 In the event of the purchase of Business Partners' Services through the Gopass System at www.gopass.travel for which the right to withdraw from a contract concluded online for leisure services is excluded pursuant to Section 18(10) of the FAGG, and where the relevant Business Partner nevertheless permits the Gopass Programme Member to cancel the contract for the purchase of the Service, every Main User may cancel their contract from the moment the contractual relationship is established until 11:59 p.m. on the day preceding the day on which the purchased Service is to be provided, for any reason or without stating a reason. Contract cancellation shall be carried out by clicking the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this Clause of the GTCs, the purchase price paid by the Main User for the Service shall be reduced by an administrative fee of one (1) EUR and subsequently credited to the Main User's goX Credit balance in the goX Wallet. Where the Main User exercises the right to cancel the contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service

10.9.3 In the event of the purchase of Business Partners' Services through the Gopass System at www.gopass.travel for which the right to withdraw from a contract concluded online for leisure services is excluded pursuant to Section 18(10) of the FAGG, and where the relevant Business Partner nevertheless permits the Gopass Programme Member to cancel the contract for the purchase of the Service, the Main User may cancel their contract from the moment the contractual relationship is established until the commencement of the use of the purchased Service or until 12:00 noon on the day on which the Service is to be used, whichever occurs first, for any reason or without stating a reason. Contract cancellation shall be carried out by clicking the "CANCEL FOR goX CREDIT" button. In the event of cancellation under this Clause of the GTCs, the purchase price paid by the Main User for the Service shall be reduced by an administrative fee of five (5) EUR and subsequently credited to the Main User's goX Credit balance. Where the Main User exercises the right to cancel the contract under this Clause of the GTCs, the Main User shall not be entitled to receive goX Cashback in respect of the purchased and subsequently cancelled Service.

Withdrawal from a Contract by the Business Partner as the Seller

10.10 The Business Partner, as the seller, shall be entitled to withdraw from an order for a Service in the event of an obvious error in the purchase price of the Service (i.e. a purchase price that is clearly different from the price normally applicable to such type of Service). An obvious error in the purchase price of a Service shall include, in particular, but not exclusively: an incorrectly stated number of digits in the purchase price, a manifestly low purchase price for the given kind and type of Service (where the purchase price does not reflect the usual or acquisition price or is unusually low, provided that this is not part of a promotional offer), an error in the currency of the purchase price, an error on the part of the Business Partner caused by human error, as well as any technical errors of the Gopass System affecting the display of the purchase price of the Service in the Gopass System or during the ordering process. The Business Partner shall not be obliged to deliver/provide the Service to the Gopass Programme Member at such manifestly erroneous purchase price, even if an order confirmation has been sent to the Gopass Programme Member pursuant to these GTCs. Should such a situation arise, the Business Partner, through GOPASS SE, shall be obliged to contact the Gopass Programme Member without undue delay in order to agree on the further course of action. If the Gopass Programme Member has already paid the purchase price of the Service, the Business Partner may refund the purchase price by transfer back to the bank account (card) from which the payment was made as soon as possible, but no later than 14 days after the order is withdrawn from by the Business Partner. If, before the Business Partner withdraws from the order, the Gopass Programme Member pays the difference between the incorrect purchase price and the correct purchase price of the Service on the basis of an offer made by the relevant Business Partner (through GOPASS SE), the Business Partner shall not be entitled to withdraw from the order on the grounds of an error in the purchase price. The Gopass Programme Member shall receive confirmation of payment of the surcharge and/or proof of payment of the purchase price in the full correct amount.

10.11 The Business Partner shall also be entitled to withdraw from an order where the correct purchase price of the Service is stated, but a technical error of the Gopass System occurs during the processing of the order and the Gopass Programme Member receives an order confirmation containing an incorrect purchase price

10.12 The Business Partner shall be entitled to withdraw from an order where the Gopass Programme Member applies any discount code when placing the order, but a technical error of the Gopass System occurs during the processing of the order, resulting in the application of an incorrect discount code, and the Gopass Programme Member receives an order

confirmation reflecting a higher discount than that corresponding to the discount intended under the discount code as presented and provided to the Gopass Programme Member.

10.13 The Business Partner shall not be obliged to deliver/provide any Service to the Gopass Programme Member if the Service is advertised or presented in any form of advertising with a manifestly erroneous purchase price.

11 LOSS, THEFT AND DAMAGE OF GOPASS CARDS

11.1. Every Gopass Card shall be issued to a Gopass Programme Member (Main User/Subordinate User) upon request and shall be valid for an indefinite period.

11.2. Every Gopass Programme Member is obliged to protect their Gopass Card against loss, damage or destruction. Every Gopass Programme Member shall ensure that their Gopass Card does not come into the possession of any unauthorised person

11.3. Every Gopass Programme Member (or their legal representative) shall report any loss, theft or damage of their Gopass Card at the customer centres of the Business Partners or by telephone via the Gopass helpline: 0850 122 155 (international calls: +421 220 510 448) without undue delay, or Main Users may independently block a lost, stolen or damaged Gopass Card after logging into their Gopass account at www.gopass.travel, according to their registration (including the Gopass Cards of Subordinate Users). After receiving such notification, GOPASS SE shall immediately block the relevant Gopass Card.

11.4. In the event of loss, theft or damage of a Gopass Card, or if the issuance of a new Gopass Card is requested for any other reason, the relevant Main User/Subordinate User may apply for a new Gopass Card at the customer centres of the individual resorts of the Business Partners. To have a new Gopass Card issued, the Gopass Programme Member shall pay a fee of EUR 3.00 incl. VAT / CZK 75.00 incl. VAT / PLN 15.00 incl. VAT, and in the evebt of a Gopass Card used during the first visit to the Muttereralm resort in Austria, a fee of EUR 3.00 incl. VAT, together with a handling fee of EUR 5.00 incl. VAT / CZK 100.00 incl. VAT / PLN 20.00 incl. VAT per Gopass Card.

11.5. After a new Gopass Card is issued, all recorded data and settings associated with the Main User's Main Account shall remain valid, and the new card shall be linked to the Main Gopass Account as the only currently valid card of the Main User/Subordinate User.

11.6. If the Gopass Card contained a contactless chip with an uploaded ski pass, the Gopass Programme Member shall receive a new card only with the corresponding number of unused days remaining as of the date on which the card was blocked.

11.7. No Gopass Programme Member shall be entitled to a refund of the amount paid, or to any proportional part of the ski pass price, to any other form of compensation for days already used or in the event of misuse of a lost Gopass Card resulting from a delayed report of the loss or theft of the Gopass Card. The Gopass Programme Member shall not be entitled to any financial or non-financial compensation in respect of goX cashback that was redeemed or used by unauthorised persons prior to the date on which the Gopass Card was blocked.

12 TERMINATION OF GOPASS PROGRAMME MEMBERSHIP

12.1. **Membership in the Gopass Programme shall terminate**:

12.1.1 with immediate effect for the reasons stated in Clause 12.2 of these GTCs;

12.1.2 by termination of Gopass Programme membership pursuant to Clause 12.4 of these GTCs;

12.1.3 upon discontinuation of the Gopass Programme if decided by GOPASS SE;

12.1.4 due to inactivity:

12.1.4.1 If a Main User and no Subordinate User have carried out any purchase at acceptance points or through the Gopass System, nor earned or redeemed any goX cashback at acceptance points or through the Gopass System, during a period of three (3) consecutive years (hereinafter referred to as a "**Transaction**"), GOPASS SE shall be entitled to notify the Main User in writing, via the e-mail address provided during registration for the Gopass Programme, that their membership in the Gopass Programme may be terminated due to inactivity if neither the Main User nor any Subordinate User carries out any Transaction within 30 days of delivery of such notice. If no Transaction is carried out within the 30-day period referred to above, **membership in the Gopass Programme shall automatically terminate for the Main User and simultaneously for each and every Subordinate User linked to the Main User's Main Account**. The three-year period referred to in the first sentence of this clause shall commence on the date the Main Gopass Account is created and shall be renewed (i.e. restart from the beginning) upon completion of any Transaction. The foregoing shall also apply where the Main Gopass Account was created or the last Transaction was completed prior to the effective date of these GTCs.

12.1.4.2 If a Subordinate User has not completed any Transaction during a period of three (3) consecutive years, GOPASS SE shall be entitled to notify the relevant Main User in writing, via the e-mail address provided during registration for the Gopass Programme, that the specific Subordinate User's membership in the Gopass Programme may be terminated due to inactivity if that Subordinate User does not complete any Transaction within 30 days of delivery of such notice. If no Transaction is completed within the 30-day period referred to above, the **membership of the relevant Subordinate User in the Gopass Programme shall automatically terminate**. The three-year period referred to in the first sentence of this clause shall commence on the date the Subordinate Gopass Account is created and shall be renewed (i.e. restart from the beginning) upon completion of any Transaction. The foregoing shall also apply where the Subordinate Gopass Account was created or the last Transaction was completed prior to the effective date of these GTCs.

12.1.4.3 If a Subordinate User has not completed any Transaction within ninety (90) consecutive calendar days from the date of creation of the Subordinate Gopass Account, GOPASS SE shall be entitled to notify the relevant Main User in writing, via the e-mail address provided during registration for the Gopass Programme, that the specific Subordinate User's membership in the Gopass Programme may be terminated due to inactivity if that Subordinate User does not complete any Transaction within 30 days of delivery of such notice. If no Transaction is completed within the 30-day period referred to above, the **membership of the relevant Subordinate User in the Gopass Programme shall automatically terminate**. The foregoing shall also apply where the Subordinate Gopass Account was created or the last Transaction was completed prior to the effective date of these GTCs.

12.1.5 for a Subordinate User, upon removal from the Main Account by the Main User by clicking the "Delete a Member" button in the Main User's account.

12.2. Membership in the Gopass Programme shall terminate immediately if:

12.2.1 a Gopass Programme Member has abused the benefits provided by the Gopass Programme;

12.2.2 a Gopass Programme Member has otherwise breached these GTCs or the terms and conditions governing any Service of Business Partners purchased through the Gopass System;

12.2.3 a Gopass Programme Member provided false information in the registration application;

12.2.4 a Gopass Programme Member uses their Gopass Card in breach of these GTCs or has allowed their Gopass Card to be used by a person other than the person for whom the Gopass Card was registered;

12.2.5 a Gopass Programme Member notifies GOPASS SE in writing that they do not agree with an amendment to these GTCs pursuant to Article 14, Clause 14.5 of these GTCs.

12.3. If GOPASS SE determines that grounds for immediate termination of membership under Clauses 12.2.1 to 12.2.4 of these GTCs have arisen, GOPASS SE shall be entitled to block the Main Account/Subordinate Account of the relevant Gopass Programme Member, even without prior notice, and membership in the Programme shall terminate on the date such grounds for immediate termination are identified. In the event of termination pursuant to Clause 12.2.5 of these GTCs, membership shall terminate on the date GOPASS SE receives the written notice from the Gopass Programme Member stating that they do not agree with the amendment to these GTCs.

12.4. Every Gopass Programme Member shall be entitled to terminate their membership in the Gopass Programme at any time and without giving any reason by sending written notice of termination to: GOPASS SE, Bernolákova 14, 031 05 Liptovský Mikuláš, Slovak Republic. In the event of termination of membership under this clause of these GTCs, membership in the Gopass Programme shall always terminate on the last day of the month in which the notice of termination was delivered to GOPASS SE. If the Gopass Programme Member has purchased a Service that is due to be used after the expiry of the notice period, membership in the Programme shall terminate only on the day following the use of the Service or following the expiry of the period during which the purchased Service may be or have been used.

12.5. Upon termination of membership in the Gopass Programme for any reason and in any manner, the relevant Gopass Programme Member shall lose all rights and entitlements associated with membership in the Gopass Programme, in particular any entitlement to all goX cashback credited to the Main User's goX Wallet and any discounts and benefits arising from membership in the Gopass Programme. In the event of termination of membership for the reasons stated in Clauses 12.2.1 to 12.2.4 of these GTCs, the relevant Gopass Programme Member shall not be entitled to any financial or non-financial compensation for the inability to use Services purchased through the Gopass System, nor to a refund of the price paid by the Gopass Programme Member or any proportional part thereof. In the event of termination of membership for the reason stated in Clause 12.2.5 of these GTCs, the relevant Gopass Programme member shall be entitled to a refund of the proportional part of the price paid for any Services not used as of the date of termination of membership in the Gopass Programme.

12.6. In the event of termination of membership in the Gopass Programme for any reason and in any manner, any remaining goX credit balance as at the date of termination shall be refunded to the relevant Gopass Programme Member within 30 working days from the date of termination of membership in the Gopass Programme. Any goX cashback not redeemed by the date of termination of membership in the Gopass Programme shall expire, and the Gopass Programme Member shall not be entitled to any financial or non-financial compensation in respect of any unused goX cashback remaining as at the date of termination of membership in the Gopass Programme.

13 PROCESSING OF PERSONAL DATA

13.1. Information regarding the protection of personal data is stated in the TMR Group Privacy and Personal Data Processing Policy, which is published on the website at www.tmr.sk/o-nas/gdpr/.

14 FINAL PROVISIONS

14.1. These General Terms and Conditions shall become valid on the date of publication and effective as of **19/06/2026**. As of their effective date, these GTCs shall replace the General Terms and Conditions of the Gopass Programme effective until **18/06/2026**.

14.2. Discounted prices, discounts, goX cashback, rewards and all other benefits provided to Gopass Programme Members are not legally enforceable.

14.3. Every Programme Member is obliged to familiarise themselves with the current version of these GTCs when registering for membership in the Gopass Programme and prior to the binding confirmation of a Service purchase through the Gopass System at www.gopass.travel.

14.4. GOPASS SE shall be entitled to unilaterally amend these GTCs or replace them in their entirety with a new version. GOPASS SE shall also be entitled to amend the amount of goX cashback for individual cashback levels, the cashback levels themselves, other conditions governing goX cashback, the Services for which goX cashback cannot be used, the Business Partners with whom goX cashback may be earned or redeemed, and the Business Partners with whom the purchase price of a Service may be paid using goX credit. GOPASS SE shall inform Gopass Programme Members of any such changes sufficiently in advance by publishing the new GTCs at www.gopass.travel.

14.5. If a Gopass Programme Member does not agree with an amendment to these GTCs, they shall be entitled, with effect from the date of publication of the amended GTCs, to terminate their membership in the Gopass Programme with immediate effect by sending a written notice of termination to: info@gopass.sk, info@gopass.at, info@gopass.cz, info@gopass.pl. Immediate termination of membership shall not affect the use of Services already purchased, and the manner in which such Services may be used up shall be agreed individually with the Gopass Programme Member. If any Gopass Programme Member does not terminate their membership in accordance with the preceding sentence, it shall be deemed that they agree with the amendment to these GTCs. In particular, the Gopass Programme Member's consent to the amendment of these GTCs shall be deemed to be expressed through implied conduct consisting of factual or legal acts by which the member continues to purchase Services through the Gopass System or earns/redeems goX cashback at the acceptance points of Selected Business Partners.

14.6. Any legal relationships not governed by these GTCs shall be governed by generally binding legal regulations applicable in the territory of the **Czech Republic** and by the specific terms and conditions of the Business Partners relating to the provision of individual Services.

15 GOPASS PROGRAMME CONTACT DETAILS

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

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

Gopass Helpline: 0850 122 155
International Helpline: +421 220 510 448
Gopass Helpline Špindlerův Mlýn: +420 499 467 101
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SUPERVISORY AUTHORITY
Czech Trade Inspection Authority
Inspectorate for the Central Bohemian Region and the Capital City of Prague
Gorazdova 1969/24
120 00 Prague 2
Czech Republic