GENERAL TERMS AND CONDITIONS OF THE GOPASS PROGRAMME

1 PREAMBLE

1.1 The General Terms and Conditions of the Gopass programme are defined by the **GOPASS SE** company with the registered office at Komořanská 326/63, Modřany, 143 00 Prague 4, Company reg. number: 171 07 148, registered in the Commercial Register of Municipal Court Prague, Section: H, Insertion No.: 2546 (hereinafter referred to as "**GOPASS SE**") in accordance with regulations and laws that are in force in the Czech Republic.

1.2 The General Terms and Conditions of the Gopass programme (hereinafter referred to as the "**GTC**") govern the legal relations between members of the Gopass programme and GOPASS SE within the Gopass programme, in particular the terms and conditions of membership in the Gopass programme, the terms and conditions of earning and redeeming discounts (goX cashback) within the Gopass sales system at www.gopass.travel and in the Gopass mobile application, and at facilities and establishments operated by Selected Business Partners, as well as the terms and conditions of distance purchase agreements concluded at www.gopass.travel/in the Gopass mobile application between GOPASS SE as the seller and individual members of the Gopass programme as the buyers when purchasing goX credit.

1.3 The General Terms and Conditions of the Gopass programme also govern the relations between individual members of the Gopass programme as the buyers and Business Partners as the sellers, on whose behalf and for whose account GOPASS SE, under separate contractual arrangements, brokers the sale of the Business Partners' services, goods, products and tickets, or acts as the merchant in respect of such services, goods, products and tickets, through the Gopass System at www.gopass.travel/in the Gopass mobile application, and carries out all related activities.

1.4 As far as these GTC are concerned, the **Gopass System** is a sales and information system in the form of a computer programme operated by GOPASS SE, designed for the reservation and sale of Services provided by Business Partners and GOPASS SE, with its access interface available at www.gopass.travel and in the Gopass mobile application.

1.5 As far as these GTC are concerned, **goX cashback** means a rebate granted on the value (purchase price) of selected Services purchased through the Gopass System or at the acceptance points of Selected Business Partners. GoX cashback may subsequently be redeemed as a goX payment towards the purchase price of selected Services through the Gopass System or at the acceptance points of Selected Business Partners.

1.6 As far as these GTC are concerned, **goX credit** means (i) funds purchased in the Gopass System in EUR, PLN or CZK, and (ii) funds received as a result of the cancellation of Services provided by Selected Business Partners and purchased through the Gopass System, where, under the terms and conditions applicable to the relevant Service, the purchase price of the cancelled Service is credited in the form of goX credit. GoX credit may be used to pay the purchase price of Services provided by Selected Business Partners through the Gopass System or at the acceptance points of Selected Business Partners.

1.7 As far as these GTC are concerned, **goX** is the collective term for goX cashback as defined in Clause 1.5 of the GTC and goX credit as defined in Clause 1.6 of the GTC, both of which are recorded in the Main User's goX Wallet.

1.8 As far as these GTC are concerned, **Acceptance Points** are the business premises of Selected Business Partners where members of the Gopass programme can earn and redeem goX and which are marked with the **"goX ACCEPTED HERE"** symbol.

1.9 As far as these GTC are concerned, **Business Partners** are legal entities on whose behalf and for whose account GOPASS SE, under a separate contractual arrangement, brokers the sale of their services, products, goods and tickets, or which act as merchants in respect of such services, products, goods and tickets, and carries out all related activities (hereinafter referred to as "**Business Partner(s)**"). Information about Business Partners (name, registered office and Company ID No.) is provided on the tax document received by individual members of the Gopass programme when purchasing the relevant service, goods, product or ticket. Individual agreements concluded between GOPASS SE and Business Partners are not available to members of the Gopass programme or the public, and all information contained therein is confidential.

1.10 As far as these GTC are concerned, **Selected Business Partners** are Business Partners from whom members can earn and/or with whom they can redeem goX (hereinafter referred to as "**Selected Business Partner(s)**"). Information about Business Partners (name, registered office and Company ID No.) is provided on the tax document received by individual members of the Gopass programme when purchasing the relevant service, goods, product or ticket. The current list of Selected Business Partners is set out in Appendix No. 1 to these GTC and is also available at www.gopass.travel. Individual agreements concluded between GOPASS SE and Selected Business Partners are not available to members of the Gopass programme or the public, and all information contained therein is confidential. The

list of Selected Business Partners set out in Appendix No. 1 may be amended. Any amendments to Appendix No. 1 shall not be considered amendments to these GTC, and members of the Gopass programme shall be informed of any such changes at www.gopass.travel.

1.11 As far as these GTC are concerned, **Services** means cableway products and services at resorts operated by Business Partners; products and services offered by water parks and amusement parks; golf products and services; products and services offered by ski schools and ski rental services; products and services related to events, concerts and experiences; other leisure services; accommodation services; goods and services provided at food and beverage outlets; and other products and services 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 "**Service(s)**").

2 GOPASS PROGRAMME MEMBERSHIP AND GOPASS PROGRAMME MEMBERS

2.1 Only natural persons who meet the terms and conditions of the programme membership specified below may register as Gopass programme members. Gopass membership is not available to legal entities (e.g. trading companies) or entrepreneurs who perform their business or job activities based on a special legal regulation (e.g. Act No. 455/1991 Coll. on Trade Licencing (Trade Licencing Act) as subsequently amended).

2.2 **Partial membership** in the Gopass programme results from purchasing a Service via automated sales points (Gopass Tickets) at selected resorts of Business partners

2.3 **Regular membership** in the Gopass programme results from registering for the programme at www.gopass.travel, agreeing to the General Terms and Conditions and to the processing of their personal data entered in the registration form for the purpose of Gopass membership administration.

2.4 For the purposes of these GTC, **Gopass programme members** are specified as follows**:**

2.4.1 **Main User –** each natural person older than 15 years who is a regular/partial member of the Gopass programme and has a "main account" in the Gopass programme;

2.4.2 **Gopass Community/Family member –** each natural person who is a regular/partial member of the Gopass programme, has been registered for the Gopass programme by a Main User and has been added by them to the Gopass Community/Family of the Main User who had registered them

(The Main User(s) and Gopass Community/Family Member(s) collectively hereinafter referred to as "**Gopass programme member(s)"**).

3 GOPASS CARD

3.1 Every customer who registers for partial membership or full membership at www.gopass.travel receives a Gopass card in the form of a digital Gopass card for use on their mobile phone. Members of the Gopass programme receive their digital Gopass cards in the format of their choice via www.gopass.travel (e.g. by email, for download to Apple Wallet or goX Wallet). Once they have downloaded their digital Gopass cards to their mobile phones, members of the Gopass programme can use them to earn and redeem goX cashback and make payments using goX credit at selected premises of Selected Business Partners. The digital Gopass cards also serve to identify members when they use purchased Services (e.g. water park tickets). The digital Gopass cards cannot be used to load ski passes.

3.2 The Gopass card is an electronic identification medium (a contactless smart card) issued by Business Partners for the recording, activation and use of purchased Services. The Gopass card does not in itself constitute a Service or represent a store of monetary value; it serves as a technical means of identifying members of the Gopass programme and enabling them to use the Services loaded on it (the digital Gopass card and the contactless smart card are hereinafter collectively referred to as the "**Gopass Card**").

3.3 By purchasing a Gopass Card, the relevant member of the Gopass programme acquires the right to use the Service(s) to the extent purchased. A one-off fee is charged for the issuance and activation of the Gopass Card in accordance with the current price list, which forms Appendix No. 3 to the GTC. The fee covers the costs associated with issuing, activating and administering the Gopass Card and is non-refundable; it does not constitute a refundable deposit. The amount of the fee may change from time to time, and any such change shall not be considered an amendment requiring a revision of these GTC. Members of the Gopass programme will be informed of any change to the fee for issuing and activating the Gopass Card sufficiently in advance at www.gopass.travel.

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

3.5 Every member of the Gopass programme who makes their first purchase of cableway Services at resorts through the Gopass System and has not yet been issued with a Gopass Card in the form of a contactless smart card (as referred to in Clause 3.2 of the GTC) is required to request the issuance of a Gopass Card in the form of a contactless smart card through the Gopass System at the same time.

3.6 The relevant Business Partner/GOPASS SE shall deliver the Gopass Card referred to in Clause 3.5 of the GTC to the member of the Gopass programme at the client centre in the Business Partner's resort for which the member purchased their first cableway Service.

3.7 Members of the Gopass programme are required to use their Gopass Cards in accordance with the GTC.

3.8 The validity of every Gopass Card expires on the date on which the respective member's membership of the Gopass programme terminates.

3.9 Following the termination of their membership of the Gopass programme, every member remains liable for any damage caused as a result of the unauthorised use of their Gopass Card and undertakes to compensate GOPASS SE and the Business Partners in full for any such damage.

3.10 Every Gopass Card is non-transferable and is valid only when presented together with an identity document belonging to the member of the Gopass programme in whose name it was issued. Only the member of the Gopass programme in whose name the Gopass Card was issued is authorised to use it. This does not affect the Main User's right to share the QR code for their goX Wallet in accordance with Clause 6.32 of the GTC. Every member of the Gopass programme with whom the QR code has been shared is authorised to use it to the extent specified in Clause 6.32 of the GTC. For the purposes of checks, members of the Gopass programme undertake to cooperate with Business Partners, in particular by presenting their identity documents (ID cards or passports) to the relevant employee of the Business Partner so that their identity can be verified. The identity of a child under the age of 15 may be verified by presenting a health insurance card or another document confirming the child's age.

3.11 Valid Gopass Cards are accepted at designated Gopass acceptance points operated by Business Partners if presented (either a contactless smart card or a digital Gopass card).

3.12 If a member of the Gopass programme does not have their Gopass Card in their possession, they are not entitled to earn or redeem goX offline, including retroactively.

3.13 If authorised employees of Business Partners discover that a Gopass Card is being used to access Services or benefits by a person other than the person named as the holder of the Gopass Card presented, they are entitled to refuse to provide Services to that person.

4 GOPASS ACCOUNT

4.1 Every individually registered member of the Gopass programme – Main User pursuant to Clause 2.4.1 of the GTC – is provided with their own personal Gopass account within the Gopass programme (hereinafter referred to as the "**Main Account**").

4.2 Every member of the Gopass Community/Family pursuant to Clause 2.4.2 of the GTC is assigned to the Main User's Gopass Community/Family within the Gopass programme (hereinafter referred to as the "**Gopass Community/Family**").

4.3 At their own discretion and in accordance with the procedure set out in Clause 4.5 of the GTC, every Main User is entitled to add another member of the Gopass programme to their **Gopass Community/Friends**.

4.4 Every Main User is entitled to add a maximum of 10 (ten) members to their Gopass Community/Family.

4.5 Every Main User is entitled to invite an unlimited number of members of the Gopass programme to their Gopass Community/Friends by entering the email address or Gopass Card number of the member being invited. Once the invited member of the Gopass programme accepts the invitation, they will be added to the Main User's Gopass Community/Friends.

4.6 Every Main User is entitled, at their own discretion, to remove a member of their Gopass Community/Family from their Gopass Community/Family by means of a process known as "separation", while simultaneously entering the email address of the relevant member of the Gopass Community/Family. Once a member of the Gopass Community/Family is removed, their registration in the Main User's Gopass Community/Family is terminated. All Services recorded as purchased by that member within the Main User's Gopass Community/Family remain available to them, but any goX cashback earned by that member remains in the Main User's goX Wallet.

4.7 Every member of the Gopass Community/Family may request to be removed from the Main User's Gopass Community/Family by submitting a separate request to GOPASS SE by email to: info@gopass.sk, info@gopass.at, info@gopass.cz, info@gopass.pl. All Services recorded as purchased by that member within the Gopass Community/Family remain available to them, but any goX cashback earned by that member remains in the Main User's goX Wallet.

4.8 Every Main User is entitled, at their own discretion, to remove any member of the Gopass programme registered in their Gopass Community/Friends. Similarly, any member of the Gopass programme registered in another Main User's

Gopass Community/Friends is entitled to leave that Gopass Community/Friends at any time, regardless of whether they previously accepted an invitation to join it.

4.9 Every member of the Gopass programme – Main User – can access their Main Account at www.gopass.travel/Gopass mobile app by entering their correct login email address and password.

4.10 Every Main User sets their own login email address and password, which remain valid for the duration of their membership of the Gopass programme.

4.11 Every Main User is entitled to change the password for their Main Account, their telephone number and their address themselves at any time. The login email address for the Main Account or any other details, as well as the telephone number and address of members of the Gopass Community/Family provided during registration for the Gopass programme, may only be changed at the request of the Main User. The request must include the original login email address and/or Gopass Card number and must be sent to: info@gopass.sk, info@gopass.at, info@gopass.cz, info@gopass.pl

4.12 The goX Wallet is set up exclusively within individual Main Users' Main Accounts.

4.13 Only the Main User is entitled to download and use the separate mobile application operated by GOPASS SE for iOS and Android platforms (hereinafter referred to as the "**goX Wallet app**"). Through the goX Wallet app, the Main User can access their goX Wallet, approve goX payments, share the QR code for their goX Wallet subject to the conditions set out in Clause 6.32 of the GTC, and receive notifications. The Main User logs in to the goX Wallet app using the same login details as for their Main Account. GoX payments are approved using the biometric authentication supported by the relevant iOS or Android platform.

4.14 Every Main User can manage Gopass vouchers and Gopass Cards purchased for their Main Account within their Main Account, and manage their goX within their goX Wallet.

4.15 GOPASS SE shall not be liable for any damage arising in connection with access to the Main Accounts at www.gopass.travel/Gopass mobile app. Every Main User is required to keep their Main Account login details confidential and protect them against misuse. GOPASS SE shall not be liable for any damage or other consequences resulting from the falsification or incorrect entry of information when membership of the Gopass programme is created, amended or terminated.

5 OFFERED BENEFITS

5.1 Gopass programme members (Main Users/members of the Gopass Community/Family) can make purchases at discounted rates by presenting their Gopass Cards at Gopass acceptance points, at automated sales points (Gopass Tickets), and/or, in the case of Main Users, through the Gopass System, at prices in EUR/CZK/PLN determined by GOPASS SE and the Business Partners and valid at the time of purchase.

5.2 If a Gopass programme member holds an ISIC, ITIC, EURO26 or GO26 card and wishes to claim a discounted price for a Service specifically offered to holders of these cards, they must enter the number of the relevant ISIC, ITIC, EURO26 or GO26 card into their Main Account at www.gopass.travel as the first step, before entering any regional or other discount code and before purchasing the Service. This is because an ISIC, ITIC, EURO26 or GO26 card is not a one-time discount card; a valid ISIC, ITIC, EURO26 or GO26 card changes the cardholder's status to student status, even if, based on their age, they would otherwise be considered an adult. Discounted prices for Services based on holding one of these cards are not available when purchasing Services at automated sales points (Gopass Tickets). It is not possible to enter the number of an ISIC, ITIC, EURO26 or GO26 card retrospectively (after payment), and the cardholder is not entitled to a discounted price for a Service already purchased. If an accommodation provider arranges the purchase of a Service through the Gopass System on behalf of an ISIC, ITIC, EURO26 or GO26 cardholder, the discounted prices for Services associated with these cards cannot be applied.

5.3 If a Gopass programme member holds a disability ID card for a person with a severe disability or a disability ID card for a person with a severe disability requiring assistance (ŤZP-S) and wishes to claim a discounted price for a Service specifically offered to holders of such cards, they must upload the relevant disability ID card to their Main Account under Profile Settings/Discount Cards before purchasing the Service and complete the required details. The discounted price for the Service does not apply to a person accompanying the person with a severe disability. Within 30 days of the disability ID card being uploaded and the required details being completed, GOPASS SE will assess the validity and completeness of the uploaded disability ID card and the information provided. If the submitted card or the information provided does not meet the required conditions, the Gopass programme member will not be granted entitlement to a discounted price for the Service on the grounds of disability. The member will be notified of this by email at the address registered to their Main Account. If the member does not receive notification that their entitlement has been refused within the above period, they shall be deemed to have been granted entitlement to the discounted price for the Service on the grounds of disability. They will then be entitled to use the Gopass System to purchase

Services for which a discounted price on the grounds of disability is available under the relevant price list. Linking a disability ID card to a Gopass programme member's account changes the cardholder's price category from adult to the discounted disability category. If the disability ID cardholder is a child or a student, their price category remains unchanged and the applicable child or student price continues to apply. If an accommodation provider arranges the purchase of a Service through the Gopass System on behalf of a holder of a disability ID card or a disability ID card for a person with a severe disability requiring assistance (ŤZP-S), the discounted price for the Service on the grounds of disability cannot be applied.

6 GoX, goX WALLET

GoX cashback

6.1 The amount of goX cashback is determined for each Main User based on the value of selected Services purchased by the Gopass programme member (Main User) through the Gopass System and the value of selected Services purchased by Gopass programme members (Main User and members of the Gopass Community/Family) at the acceptance points of Selected Business Partners.

6.2 Depending on their purchases of selected Services (online/offline), Gopass programme members may reach different cashback levels. At each cashback level, Gopass programme members (Main Users and members of the Gopass Community/Family) receive a specific amount of goX cashback assigned to that cashback level.

Cashback level	Value of completed Service purchases (online/offline)	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 to PLN 2,700/CZK 2,501 to CZK 15,000	1st November of the respective year + 2 years*
SILVER	More than EUR 600 up to and including EUR 2,500/PLN 2,700 to PLN 11,250/CZK 15,000 to CZK 62,500	1st November of the respective year + 2 years*
GOLD	More than EUR 2,500 up to and including EUR 10,000/PLN 11,250 to PLN 45,000/CZK 62,500 to CZK 250,000	1st November of the respective year + 2 years*
PLATINUM	More than EUR 10,000/PLN 45,000/CZK 250,000	1st November of the respective year + 2 years*

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

6.3 The current goX cashback rate for each cashback level is published on the website www.gopass.travel. The goX cashback rate for each cashback level, as well as the purchase value required to reach each cashback level, may change from time to time, and any such change shall not be considered an amendment requiring a revision of these GTC. Gopass programme members will be informed of any changes to the goX cashback rate/purchase values sufficiently in advance at www.gopass.travel.

6.4 Regardless of their cashback level, Gopass programme members are entitled to special goX cashback of 5% of the purchase value, exclusively when purchasing accommodation Services provided by Selected Business Partners online through the Gopass System or through the booking processes of TMR Hotels (https://booking.tmrhotels.com). The goX cashback rate may change from time to time, and any such change shall not be considered an amendment requiring a revision of these GTC. Gopass programme members will be informed of any changes to the goX cashback rate sufficiently in advance at www.gopass.travel.

6.5 Gopass programme members may earn additional special goX cashback when purchasing Services for which such cashback is offered by Selected Business Partners and/or GOPASS SE. The Selected Business Partners and/or Business Partners shall determine the amount and conditions for earning such special goX cashback, which shall be specified in the specific terms and conditions applicable to the relevant Service. If a Gopass programme member earns special goX cashback pursuant to this Clause of the GTC, they shall not also be entitled to earn the goX cashback determined by their cashback level for the Service in respect of which they have claimed the special cashback under this Clause of the GTC.

6.6 On 1st November 2024, each Gopass programme member was assigned to a cashback level determined by GOPASS SE on the basis of the value of purchases made by the Gopass programme member (Main User and members of the Gopass Community/Family, formerly Subordinate Users) up to 31st October 2024. The assigned cashback level is displayed in the Main User's goX Wallet.

6.7 From 1st November 2024, every new Gopass programme member is automatically assigned to the START cashback level.

6.8 Every Gopass programme member moves up to the next cashback level during the relevant Level Validity Period once they reach the purchase value specified for that cashback level in Clause 6.2. The upgrade takes effect on the day following the date on which the required purchase value is reached. If a Gopass programme member cancels a contract pursuant to Article 9 of the GTC, the value of the purchased and subsequently cancelled Service shall not be included in the purchase value used to determine their cashback level.

6.9 Once the relevant Level Validity Period expires, each Gopass programme member shall be assigned, on 1st November following the expiry of that period, to the cashback level corresponding to the value of the Service purchases made during the previous Level Validity Period. The tracking of the value of Service purchases (online/offline) shall then start again.

Example:

A Gopass programme member was assigned to the SILVER level on 1st November 2024. Between 1st November 2024 and 31st October 2026, the Gopass programme member (the Main User together with the members of their Gopass Community/Family) purchased Services with a total value of EUR 3,000. During this period, the member was upgraded to the GOLD level and, from 1st November 2026, remains at the GOLD cashback level.

A Gopass programme member was assigned to the SILVER level on 1st November 2024. Between 1st November 2024 and 31st October 2026, the Gopass programme member (the Main User together with the members of their Gopass Community/Family) purchased Services with a total value of EUR 500. From 1st November 2026, the member will be downgraded to the lower BRONZE cashback level.

GOPASS SE is entitled, at its own discretion, to decide that, after the expiry of the Level Validity Period, any Gopass programme member shall temporarily remain at the cashback level to which they were assigned on the date of expiry of their Level Validity Period, even if the value of the Service purchases made during the previous Level Validity Period corresponds to a lower cashback level. GOPASS SE shall determine the period during which the Gopass programme member may remain at their existing cashback level; such period shall not exceed 12 (twelve) months from the date of expiry of their Level Validity Period. GOPASS SE may decide under this paragraph in respect of all Gopass programme members or a specific group of Gopass programme members. The current cashback level of the relevant Gopass programme member and the period during which they remain at that level shall be displayed in the Main User's goX Wallet.

Earning goX Cashback

6.10 Each Gopass programme member – Main User – can **earn goX cashback** on purchases of selected Services of Selected Business Partners made through the Gopass System, while each Main User and members of the Gopass Community/Family can earn goX cashback on purchases of selected Services of Selected Business Partners made at acceptance points.

6.11 The list of Services on which goX cashback cannot be earned at Selected Business Partners is set out in Appendix 2 to these GTC and is also available at www.gopass.travel. The list of Services set out in Appendix 2 may change. Any changes to Appendix 2 shall not be considered amendments to these GTC, and Gopass programme members will be informed of such changes at www.gopass.travel.

6.12 If a Gopass programme member (Main User/member of the Gopass Community/Family) wishes to earn goX cashback on offline purchases of Services from Selected Business Partners, including purchases made at automated sales points (Gopass Tickets), they must present a valid and registered Gopass Card when purchasing the Services.

6.13 If a Gopass programme member does not present a valid and registered Gopass Card when purchasing Services at the acceptance points of Selected Business Partners, GOPASS SE and the respective Selected Business Partner reserve the right not to credit goX cashback to the Gopass programme member, including retroactively, for purchases of Services made at Gopass acceptance points without presenting a valid and registered Gopass Card.

6.14 The goX cashback earned by the Main User (on purchases made by the Main User and members of the Gopass Community/Family) will be credited to the Main User's goX Wallet on the day the ordered Service is paid for. In the case of accommodation Services, goX cashback will be credited on the day when checking in at the hotel, including goX cashback under Clause 6.4 of these GTC. GOPASS SE and the respective Selected Business Partners reserve

the right to credit the goX cashback earned to the Main User no later than 30 days from the date of payment for the Service/check-in, in the event of technical issues in the production systems and at the premises of Selected Business Partners (e.g. Skidata, BlueGastro, cash registers), in connection with purchases of Services on which the Gopass programme member was eligible to earn goX cashback.

6.15 If a Gopass programme member (Main User) chooses to purchase an ordered Service as a business customer rather than as a consumer within the meaning of the applicable consumer protection legislation of the country in which the member is registered in the Gopass programme, by clicking the "Purchase as a business" button, for Services where this option is made available by the respective Selected Business Partner, goX cashback corresponding to the Main User's cashback level will be credited to the goX Wallet of the Main User who is logged in to the Gopass programme and from whose Main Account the Service was ordered, including goX cashback earned under Clause 6.4 of these GTC. For the purposes of these GTC, a person purchasing a Service other than as a consumer shall mean a legal entity or a natural person who is an entrepreneur and purchases the Service in the course of their business activities or professional practice, as defined under the applicable legislation of the country in which they have their registered office/place of business (hereinafter referred to as the "**Business Customer**").

6.16 GOPASS SE reserves the right to assess and decline the crediting of goX cashback to any Main User if the goX cashback is claimed under conditions not set out in this Article of the GTC. If GOPASS SE determines that goX cashback has been credited to a Main User in breach of these GTC, GOPASS SE shall be entitled to delete the goX cashback credited without entitlement from the Main User's goX Wallet and shall notify the Main User accordingly.

6.17 If the respective Selected Business Partner accepts a Gopass programme member's complaint regarding a Service provided and refunds the purchase price paid for the Service subject to the complaint, the Main User's goX cashback balance will be reduced by the amount of goX cashback earned on the purchase of that Service.

6.18 If Gopass programme membership terminates for any reason, the Gopass programme member shall not be entitled to any financial or non-financial compensation for unused goX cashback remaining on the date of termination of their Gopass programme membership.

Validity of goX Cashback

6.19 The validity of earned goX cashback is time-limited. Earned goX cashback expires on 31st October (at 24:00) of each calendar year if the respective Main User and/or member of the Gopass Community/Family has not earned any goX cashback, i.e. has not made any purchases of Services at the acceptance points of Selected Business Partners and/or through the Gopass System, during the 2 (two) years preceding the goX cashback expiry date, including the expiry date itself (hereinafter referred to as the "**Period under Review**"). In such a case, the goX cashback earned up to the first day of the Period under Review expires without any compensation.

Example:

If a Gopass programme member has not earned any goX cashback on purchases of Services made at the acceptance points of Selected Business Partners or through the Gopass System between 31st October 2025 and 31st October 2027, inclusive, the goX cashback earned up to and including 31st October 2025 will expire on 31st October 2027 (at 24:00), without any compensation.

GoX CREDIT

6.20 Every Main User may purchase goX credit in the form of funds at www.gopass.travel, in the Gopass mobile application or in the goX Wallet app, in EUR, PLN or CZK. The goX credit may be used to pay for purchases of Services provided by Selected Business Partners through the Gopass System and at the acceptance points of Selected Business Partners.

6.21 By paying the price corresponding to the amount of goX credit ordered at www.gopass.travel, in the Gopass mobile application or in the goX Wallet app, the Gopass programme member enters into a legal relationship directly with GOPASS SE in respect of the goX credit purchased. This means that payment of the purchase price constitutes the conclusion of a distance purchase agreement between the Gopass programme member as the buyer and GOPASS SE as the seller.

6.22 The maximum total amount of goX credit that any Main User may purchase is EUR 10,000 (the cumulative amount of goX credit held in EUR, PLN and CZK). Where goX credit is purchased in PLN, the maximum amount is PLN 10,000. The amount of goX credit must be expressed as a positive whole number. Every Main User is entitled to top up their goX credit at any time, up to the maximum amount specified in this Clause of the GTC.

6.23 When paying for Services at the acceptance points of Selected Business Partners, Gopass programme members may pay using goX credit only if they have purchased goX credit in the currency applicable in the country of the respective

Selected Business Partner whose Service they wish to pay for using goX credit, and the payment is made directly at the time of purchasing the Service.

6.24 GoX credit may be purchased at www.gopass.travel, in the Gopass mobile application or in the goX Wallet app in accordance with the procedure set out in Clauses 7.7.1/7.8.1/7.9.1/7.10.1 of these GTC.

6.25 If Gopass programme membership terminates for any reason, the respective Main User will be refunded the remaining balance of their goX credit as at the date of termination of membership, within the period specified in Clause 11.6 of these GTC.

6.26 Every Gopass programme member may also purchase goX credit in the form of a credit voucher (gift voucher) for any Main User. The Main User receiving the gift will be notified that they have received goX credit in the form of a credit voucher in their Gopass account or by email. By first using the goX credit, even partially, the Main User for whose benefit the goX credit was purchased as a credit voucher expresses their acceptance of the agreement for the purchase of goX credit. If the Main User for whose benefit the goX credit was purchased as a credit voucher does not wish to use the goX credit received or does not wish to accept it, they must contact GOPASS SE without delay by email at reklamacia@gopass.sk, stating that they do not accept the acquisition of goX credit in the form of a credit voucher. Such refusal of acceptance may apply only to the entire amount of goX credit received as a gift, and not to part of it, and may be made only before acceptance is expressed in accordance with this Clause, i.e. before the gifted goX credit is first used. If the Main User for whose benefit the goX credit was purchased as a credit voucher refuses to accept the gifted credit, the goX credit purchased in this way will be returned to the goX Wallet of the Main User who purchased the credit voucher for the benefit of another person.

Using goX

6.27 Every Gopass programme member (Main User or member of the Gopass Community/Family) may use earned goX as a means of payment. The Main User may use it to purchase selected Services provided by Selected Business Partners through the Gopass System (online purchases), while the Main User and members of the Gopass Community/Family may use it to purchase selected Services provided by Selected Business Partners at Gopass acceptance points, in accordance with Clause 6.32 of these GTC (offline purchases).

6.28 The list of Services for which goX cashback cannot be used is set out in Appendix 2 to these GTC and is also available at www.gopass.travel. The list of Services set out in Appendix 2 may change. Any changes to Appendix 2 shall not be considered amendments to these GTC, and Gopass programme members will be informed of such changes at www.gopass.travel.

6.29 When purchasing a Service through the Gopass System, goX may be used exclusively by Main Users.

6.30 If a Gopass programme member has purchased goX credit and also has goX cashback available, and wishes to use the goX cashback when purchasing a Service, the goX credit will be used first to pay for the Service, followed by the goX currency obtained through goX cashback. This means that **goX cashback cannot be used first when paying for a Service if the Gopass programme member has purchased goX credit.**

6.31 If a Gopass programme member (Main User) wishes to use goX as a means of payment when purchasing selected Services from Selected Business Partners at acceptance points (offline purchases), they must authorise the payment in advance in the goX Wallet app using the biometric authentication supported by the relevant iOS or Android platform.

6.32 At their own discretion, every Main User may allow a Gopass programme member designated by them, including members of the Gopass Community/Family/Friends, to use goX from their goX Wallet to pay for purchases of Services from Selected Business Partners at acceptance points (offline purchases). For this purpose, the Main User must activate goX sharing from their goX Wallet in the goX Wallet app. Once sharing has been activated, a unique QR code is generated, which the Main User may share with the Gopass programme member they have designated. The Gopass programme member with whom the QR code has been shared is entitled to use goX from the Main User's goX Wallet without having to authorise the payment using biometric authentication, for a maximum of 4 (four) hours from the time sharing is activated or until the Main User deactivates sharing, whichever occurs first. When purchasing Services using the shared QR code, the Gopass programme member must also present a valid Gopass Card at the acceptance points. The Main User may deactivate QR code sharing in the goX Wallet app at any time while sharing is active. Once sharing is deactivated, the Gopass programme member with whom the QR code was shared is no longer entitled to use goX from the Main User's goX Wallet.

6.33 Every Main User is responsible for all payments made using the QR code they have shared until the QR code is deactivated.

6.34 Every Main User will receive a push notification in the goX Wallet app for every transaction made using goX from their goX Wallet, including transactions made by a person with whom they have shared their QR code.

6.35 Every Main User can view their current goX balance, including information on goX credited or debited in connection with completed Service purchases and goX credit purchases, in the goX Wallet in their Main Account at www.gopass.travel after logging in with their email address and password, in the Gopass mobile application or in the goX Wallet app.

6.36 Every Gopass programme member acknowledges that the service provided through goX credit is intended exclusively for use within the limited scope specified in these GTC and, pursuant to the relevant exemption under the 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 to the deposit guarantee scheme applicable to regulated payment services, and is not covered by the protection afforded to users of regulated payment services under the 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 Regarding the goX Account Status and Gopass Programme Member Contact Details

6.37 Every Gopass programme member acknowledges that, in connection with their membership in the Gopass programme and the provision of services within the Gopass programme, including the goX account, GOPASS SE will send the member mandatory notification messages relating to their participation in the Gopass programme and the status of their goX account. These will include, in particular, information on the account balance, account transactions, use of funds, changes, restrictions or any other matters related to the operation of the goX account.

6.38 The notification messages referred to in Clause 6.37 of these GTC form part of the proper provision of services within the Gopass programme, including the goX account, and serve exclusively to inform Gopass programme members about matters related to their participation in the Gopass programme and use of the services provided within the programme. These messages do not constitute marketing or commercial communication.

6.39 The sending of notification messages in accordance with Clause 6.37 of these GTC is linked to the provision and use of services within the Gopass programme and the goX account, and enables Gopass programme members to maintain an appropriate overview of the status and operation of their goX account. The scope and form of such notifications correspond to the nature of the services provided and are limited to information necessary for their proper functioning.

6.40 Notification messages in accordance with Clause 6.37 of these GTC will be sent to Gopass programme members primarily by email to the email address provided by the Main User, or, where applicable, through other communication channels designated by GOPASS SE, in particular via the user account, mobile application or other electronic and digital channels.

6.41 Every Gopass programme member is obliged to ensure that the contact details provided in their user account, in particular their email address, are true, accurate, complete and up to date, and must update them without delay in the event of any change. GOPASS SE shall not be liable for any consequences arising from a failure to comply with this obligation, in particular non-delivery, delayed delivery or inability to deliver notification messages due to outdated or incorrect contact details on the part of the Gopass programme member.

6.42 Personal data processed for the purpose of sending notification messages in accordance with Clause 6.37 of these GTC 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 processing is a necessary part of providing services within the Gopass programme and the goX account.

6.43 Detailed information on the processing of personal data, including the scope of the data processed, retention periods, the rights of data subjects and how these rights may be exercised, is set out in the Privacy Policy and Personal Data Processing Policy, available at: https://www.gopass.travel/SK/co-je-gopass/vseobecne-pravidla.html.

7 PURCHASING SERVICES OF BUSINESS PARTNERS

7.1 Based on specific contractual relationships with individual Business Partners, GOPASS SE acts as an intermediary in arranging the sale of Services provided by Business Partners or, where a Business Partner acts as the merchant for the relevant Service, arranges the sale of such Services in the name of the Business Partner. GOPASS SE also accepts, on behalf of the Business Partners, payments from Gopass programme members (prospective customers) corresponding to the purchase price of the selected Service. By paying for a Service through the Gopass System at www.gopass.travel, the respective Gopass programme member enters into a legal relationship directly with the specific Business Partner providing the selected Service. In other words, payment of the purchase price constitutes the conclusion of a distance sales contract between the Gopass programme member as the buyer and the Business Partner as the seller.

7.2 Services may be purchased at www.gopass.travel exclusively by Main Users through their Main Accounts. Main Users may also purchase Services on behalf of members of the Gopass Community/Family who will use the Service.

7.3 All Services offered in the Gopass System are purchased by placing an order subject to an obligation to pay. Orders become binding once confirmed by the relevant Business Partner as the seller by sending an order acceptance confirmation to the Main User's email address provided during registration.

7.4 Where the relevant Business Partner allows a Service to be purchased by a Business Customer, the Main User may select this option when placing the order, provided they are authorised to act on behalf of the Business Customer. In such cases, the Main User shall enter the Business Customer's identification and billing details in the order and place the order on their behalf. The distance contract for the provision of the Service is concluded between the Business Partner as the seller of the Service and the Business Customer as the buyer upon payment of the price of the Service. The invoice for the purchased Service shall be issued to the Business Customer and made available electronically in the Main Account of the Main User through which the order was placed. The Business Customer agrees to the invoice being issued and made available in this way and authorises the Main User to receive it.

7.5 Once payment has been made using one of the methods specified in Clauses 7.7 to 7.10 of the GTC, the respective Main User will receive an order acceptance and payment confirmation by email at the address provided during registration. The confirmation will specify the type and nature of the Service ordered, the period during which the Service will be provided and the duration of the contract. It will also include a statement of the goX cashback earned through the purchase of the ordered Service. The tax document and confirmation of the amount of goX cashback earned will be sent directly to the Main User's Main Account.

7.6 Information about individual Services is available at www.gopass.travel and, where applicable, on the Business Partners' websites. When providing information about individual Services, GOPASS SE relies on information supplied by the Business Partners.

7.7 Every Main User shall pay for Services ordered through the Gopass System and **used in Slovakia** in accordance with the terms and conditions of the relevant seller, using the following methods:

7.7.1 Services provided by Business Partners: payment by funds using PayU, Google Pay or Blik, or by online card payment. The payment will be debited from the bank account of the bank card holder (in accordance with the terms and conditions of the interbank or intrabank transfer of funds applied by the respective banks) and, depending on the type of Service purchased, transferred to the bank account of the relevant seller;

7.7.2 Services provided by Selected Business Partners: payment using goX (goX credit/goX cashback) by clicking on the "PAY WITH goX" button. The Main User may pay for the purchased Service by combining goX credit in EUR with goX cashback in EUR. If the Main User does not have sufficient goX credit or goX cashback, they will be prompted to purchase additional goX credit to cover the full purchase price of the ordered Service. With this payment method, goX credit is used first, followed by goX cashback. To use this payment method, the payment must first be authorised in the goX Wallet mobile application using biometric authentication supported by the relevant iOS or Android platform.

7.8 Every Main User shall pay for Services ordered through the Gopass System and **used in the Czech Republic** in accordance with the terms and conditions of the relevant seller, using the following methods:

7.8.1 Services provided by Business Partners: payment by funds using PayU, Google Pay or Blik, by online card payment or by clicking on the "PAY VIA INTERNET BANKING" button (available exclusively for Services to be used more than 48 hours after payment). The payment will be debited from the bank account of the bank card holder (in accordance with the terms and conditions of the interbank or intrabank transfer of funds applied by the respective banks) and, depending on the type of Service purchased, transferred to the bank account of the relevant seller;

7.8.2 Services provided by Business Partners: payment by funds using the PayU-Twisto service by clicking on the "PAY THROUGH TWISTO" button. Depending on the type of Service purchased, the payment will be transferred to the bank account of the relevant seller directly by PayU S.A., with its registered office at 60-166 Poznań, 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, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. B 19085 (hereinafter referred to as the "**Twisto company**"). The PayU-Twisto payment method allows the Main User to defer, on a one-off basis, their obligation to pay the amount due under the contract concluded with the relevant seller by using the services of the Twisto company. When this payment method is used, the claim is assigned to the Twisto company at the request of the Main User, who is then obliged to pay the claim (the purchase price and delivery costs) within 14 days of the date on which the purchased goods are dispatched or the Service is provided. If the Main User has an account with the Twisto company, payment must be made within 45 days of the date on which the purchased goods are dispatched or the Service is provided. By using the PayU-Twisto service, the Main User directly enters into a service agreement with the Twisto company in accordance with the general

terms and conditions of the Twisto Pay service and agrees to the assignment of the claim to the Twisto company;

7.8.3 Services provided by Selected Business Partners: payment using goX (goX credit/goX cashback) by clicking on the "PAY WITH goX" button. The Main User may pay for the purchased Service by combining goX credit in CZK with goX cashback in CZK. If the Main User does not have sufficient goX credit or goX cashback, they will be prompted to purchase additional goX credit to cover the full purchase price of the ordered Service. With this payment method, goX credit is used first, followed by goX cashback. To use this payment method, the payment must first be authorised in the goX Wallet mobile application using biometric authentication supported by the relevant iOS or Android platform.

7.9 Every Main User shall pay for Services ordered through the Gopass System and **used in Poland** in accordance with the terms and conditions of the relevant seller, using the following methods:

7.9.1 Services provided by Business Partners: payment by funds using PayU, Google Pay or Blik, or by online card payment. The payment will be debited from the bank account of the bank card holder (in accordance with the terms and conditions of the interbank or intrabank transfer of funds applied by the respective banks) and, depending on the type of Service purchased, transferred to the bank account of the relevant seller;

7.9.2 Services provided by Selected Business Partners: payment using goX (goX credit/goX cashback) by clicking on the "PAY WITH goX" button. The Main User may pay for the purchased Service by combining goX credit in PLN with goX cashback in PLN. If the Main User does not have sufficient goX credit or goX cashback, they will be prompted to purchase additional goX credit to cover the full purchase price of the ordered Service. With this payment method, goX credit is used first, followed by goX cashback. To use this payment method, the payment must first be authorised in the goX Wallet mobile application using biometric authentication supported by the relevant iOS or Android platform.

7.10 Every Main User shall pay for Services ordered through the Gopass System and **used in Austria** in accordance with the terms and conditions of the relevant seller, using the following methods:

7.10.1 Services provided by Business Partners: payment by funds using PayU, Google Pay or Blik, or by online card payment. The payment will be debited from the bank account of the bank card holder (in accordance with the terms and conditions of the interbank or intrabank transfer of funds applied by the respective banks) and, depending on the type of Service purchased, transferred to the bank account of the relevant seller;

7.10.2 Services provided by Selected Business Partners: payment using goX (goX credit/goX cashback) by clicking on the "PAY WITH goX" button. The Main User may pay for the purchased Service by combining goX credit in EUR with goX cashback in EUR. If the Main User does not have sufficient goX credit or goX cashback, they will be prompted to purchase additional goX credit to cover the full purchase price of the ordered Service. With this payment method, goX credit is used first, followed by goX cashback. To use this payment method, the payment must first be authorised in the goX Wallet mobile application using biometric authentication supported by the relevant iOS or Android platform.

7.11 GOPASS SE and the relevant Business Partners reserve the right to expand or restrict the payment methods available for individual Services offered in the Gopass System.

7.12 All Services offered in the Gopass System at www.gopass.travel are displayed with their current purchase prices in EUR/CZK/PLN, depending on the country in which the Business Partner acting as the seller has its registered office. The prices are valid at the time the respective Main User submits the order. All purchase prices include VAT. The purchase prices of selected Services are subject to time limits (offer validity periods). Discounts offered to Gopass programme members cannot be combined, except for the "Early Purchase Discount" when purchasing accommodation Services.

8 SCOPE OF SERVICES, goX CREDIT, COMPLAINTS POLICY

8.1 The Services are not services of GOPASS SE. Individual Services are governed by the general terms and conditions of the respective Business Partners. GOPASS SE exclusively arranges the sale of Services on behalf of Business Partners and performs other related activities within the scope agreed in a separate contractual relationship with the Business Partner. GOPASS SE shall not be liable for the content, nature, quality or any other parameters of the Services, or for any violation of the rights of a Gopass programme member in connection with the provision of a Service, e.g. failure to provide a Service. Any such claim shall be a claim against the relevant Business Partner.

8.2 If a purchased Service or goX credit is defective (i.e. the scope of the Service differs from that specified in the order, the date of use of the Service differs from that specified in the order, or the amount of goX credit does not correspond to the amount purchased), the respective Gopass programme member is obliged to submit a claim (complaint) without undue delay after discovering the grounds for the complaint. The complaint must be submitted by email to

reklamacia@gopass.sk for purchases in Slovakia in respect of Services used/consumed in Slovakia, info@gopass.at in respect of Services used/consumed in Austria, reklamacje@gopass.pl in respect of Services used/consumed in Poland, or reklamace@gopass.cz in respect of Services used/consumed in the Czech Republic, or in writing by post to GOPASS SE, Bernolákova 14, Liptovský Mikuláš 031 05, Slovak Republic. Defects discovered at a later date will not be accepted. After examining the complaint, GOPASS SE shall record it in a complaints report, stating the circumstances of the complaint and the defects reported by the Gopass programme member. GOPASS SE shall issue the Gopass programme member with confirmation of the complaint submission. If the complaint is submitted by means of distance communication (email), GOPASS SE shall send the confirmation to the Gopass programme member without undue delay by email to the email address provided when registering for the Gopass programme. After carefully examining the complaint, GOPASS SE shall decide immediately how the complaint is to be resolved. If the nature of the complaint does not allow it to be resolved immediately, GOPASS SE shall inform the Gopass programme member of the time limit for resolving the complaint, which shall be stated in the confirmation. The time limit for resolving the complaint shall not exceed 30 days from the date on which it was submitted, unless objective circumstances beyond the control of GOPASS SE make it impossible to meet this deadline. In such a case, GOPASS SE shall inform the Gopass programme member of the time limit for resolving the complaint. For the purposes of resolving the complaint, the Gopass programme member is obliged to provide contact details through which they can be notified of how the complaint has been resolved if it cannot be resolved immediately upon submission.

8.3 If the relevant Business Partner does not accept the merits of a Gopass programme member's complaint (i.e. rejects the grounds for the complaint), it shall inform the member in writing of the reasons for rejecting the complaint.

8.4 Every Gopass programme member is entitled to reimbursement of the necessary costs incurred in connection with submitting a complaint. This right must be exercised with GOPASS SE no later than two months after a justified complaint has been resolved, otherwise the right shall expire.

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

8.6 When a complaint is being resolved, the Gopass programme member is obliged to provide GOPASS SE with the necessary cooperation as requested by GOPASS SE. Within the time limit for resolving the complaint, GOPASS SE shall send the Gopass programme member its response to the complaint and information on how the defects will be remedied, either by email or by post.

8.7 Complaints concerning GOPASS SE may relate only to defects or discrepancies in the scope of a Service or the amount of goX credit compared with the Service/goX credit order, and not to the Service itself. Any complaint concerning the provision of a Service purchased by a Gopass programme member through the Gopass System must be submitted directly to the Business Partner with whom the Gopass programme member has a contractual relationship.

8.8 If a Gopass programme member – a consumer who is a natural person and who, when entering into and performing a consumer contract, does not act within the scope of their business, employment or profession – is not satisfied with the way in which GOPASS SE, as the seller, has handled their complaint, or believes that GOPASS SE has violated their rights, the member is entitled to submit a request to GOPASS SE, as the seller, for redress. If GOPASS SE rejects the Gopass programme member's request referred to in the preceding sentence, or fails to respond to it within 30 days of the date on which the member sent it, the Gopass programme member is entitled to submit a proposal to initiate out-of-court consumer dispute resolution, known as ADR (alternative dispute resolution). The competent bodies for out-of-court resolution of consumer disputes with GOPASS SE as the relevant seller are: a) the Czech Trade Inspection Authority, Štěpánská 796/44, 110 00 Prague 1, which may be contacted for this purpose at the following address: Česká obchodní inspekce, Oddělení mimosoudního řešení spotřebitelských sporů, Štěpánská 796/44, 110 00 Praha 1, or via the online form at https://www.coi.cz/mimosoudni-reseni-spotrebitelskych-sporu-adr/; b) any other competent authorised legal entity included in the list of out-of-court dispute resolution bodies maintained by the Ministry of Industry and Trade of the Czech Republic (the list is available at List of Alternative Dispute Resolution (ADR) Bodies – Consumer Redress in the EU). Every Gopass programme member is entitled to choose which of the above-mentioned out-of-court dispute resolution bodies to contact. For more information about out-of-court consumer dispute resolution, please visit the Czech Trade Inspection Authority's website: https://www.coi.cz/informace-o-adr/.

9 CONTRACT WITHDRAWAL

Contract withdrawal by Gopass programme members as buyers

9.1 **Contract withdrawal** related to Services of **Selected Business Partners** purchased in the Gopass system and **used in Slovakia:**

9.1.1 **Water park/amusement park ticket**: Where a Gopass programme member purchases any of the water park/amusement park Services offered in the Gopass System at www.gopass.travel, the Gopass programme

member acting as a consumer **is not entitled to withdraw from their distance contract** or contract concluded away from the trader's business premises **without giving a reason**, pursuant to Section 19(1)(l) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts. Business Customers are not granted a contractual right to withdraw from the contract without giving a reason, except for the option to cancel the contract under the conditions set out below.

9.1.1.1 The Main User and the Business Customer may cancel a contract for water park/amusement park Services, except where a seasonal admission Service has been purchased, as follows:

(i) at any time from the moment the contractual relationship arises until 11:59 pm on the day preceding the day on which the purchased Service (ticket) was to be provided, for any reason or without giving a reason. The contract is cancelled by clicking on the "CANCEL FOR goX CREDIT" button. If the contract is cancelled under this Clause of the GTC, the purchase price of the cancelled Service (ticket) will be reduced by an administrative fee of EUR one (1);

(ii) at any time from the moment the contractual relationship arises until the purchased Service (ticket) starts to be used or until 12:00 noon on the day on which the Service was to be used, whichever occurs first, for any reason or without giving a reason. The contract is cancelled by clicking on the "CANCEL FOR goX CREDIT" button. If the contract is cancelled under this Clause of the GTC, the purchase price of the Service (ticket) will be reduced by an administrative fee of EUR five (5).

9.1.1.2 If a contract for water park/amusement park Services purchased by a Main User is cancelled pursuant to Clause 9.1.1.1 of the GTC, GOPASS SE, acting on behalf of the Selected Business Partner, will refund the Main User the purchase price of the cancelled Service, less the applicable administrative fee and subject to settlement in accordance with Clause 9.1.1.5, by crediting the amount in the form of goX credit to the Main User's goX Wallet.

9.1.1.3 If a contract for water park/amusement park Services purchased by a Business Customer is cancelled, the cancellation pursuant to Clause 9.1.1.1 of the GTC must be carried out through the Main User authorised to act on behalf of the Business Customer (i.e. the Main User who entered the Business Customer's details in the Main Account). The Business Customer agrees that the amount of the purchase price of the cancelled Service to be refunded, less the applicable administrative fee and subject to settlement in accordance with Clause 9.1.1.5, will be credited in the form of goX credit to the goX Wallet of the Main User from whose Main Account the order was placed. Upon crediting this amount, the Selected Business Partner's obligation to the Business Customer arising from the cancellation of the contract will be deemed fulfilled to the corresponding extent.

9.1.1.4 Cancellation of the contract pursuant to Clause 9.1.1.1 of the GTC results in the loss of entitlement to the goX cashback awarded for the purchase of the cancelled Service. If this goX cashback has already been credited to the Main User's goX Wallet, GOPASS SE is entitled to debit it, but only up to the amount of the available goX cashback balance in the goX Wallet. If the full amount of goX cashback credited for the purchase of the cancelled Service is not settled in the manner described in the preceding sentence, the Main User is obliged to settle the remaining outstanding amount of goX cashback credited for the purchase of the cancelled Service with GOPASS SE in accordance with Clause 9.1.1.5.

9.1.1.5 The Buyer, being either the Main User or the Business Customer, agrees and instructs GOPASS SE, when refunding the purchase price of the cancelled Service on behalf of the Selected Business Partner, to use part of the amount to be refunded for the settlement described above in favour of GOPASS SE. If the Buyer is a Business Customer, this payment will be made on behalf of the Main User to whose goX Wallet the goX cashback was credited. If the Buyer is the Main User, the settlement will be made from the amount paid for the cancelled Service by the Main User to whose goX Wallet the goX cashback was credited. The amount used in this way may not exceed either the outstanding portion of the goX cashback or the amount of the purchase price to be refunded after deduction of the applicable administrative fee. The remaining amount will be credited in the form of goX credit in accordance with Clauses 9.1.1.2 to 9.1.1.4 of these GTC. To the extent of the amount actually used for settlement under this Clause, the Selected Business Partner's obligation to refund the relevant part of the purchase price to the Buyer (Main User/Business Customer) and the Main User's obligation to settle the corresponding part of the goX cashback will be deemed fulfilled. This part of the goX cashback may not be debited again or claimed as a payment. GOPASS SE will inform the Main User of the settlement carried out and, where the Buyer is a Business Customer, the Business Customer will also be informed.

9.1.2 **Cableways – tickets/ski passes:** Where a Gopass programme member purchases any of the cableway Services offered in the Gopass System at www.gopass.travel, the consumer's right to **withdraw from their distance contract** or contract concluded away from the trader's business premises without giving a reason **does not apply**, pursuant to Section 14(6)(m) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts, **and the contract may not be withdrawn from.** Business Customers are not granted a contractual right to withdraw from the contract without giving a reason, except for the option to cancel the contract under the conditions set out below.

9.1.2.1 The Main User and the Business Customer may cancel a contract for cableway Services, except where the FRESH TRACK Service or a seasonal ski pass/ticket Service has been purchased, as follows:

(i) at any time from the moment the contractual relationship arises until 11:59 pm on the day preceding the day on which the purchased Service was to be provided, for any reason or without giving a reason. The contract is cancelled by clicking on the "CANCEL FOR goX CREDIT" button. If the contract is cancelled under this Clause of the GTC, the purchase price of the cancelled Service (ticket) will be reduced by an administrative fee of EUR one (1);

(ii) at any time from the moment the contractual relationship arises until the purchased Service starts to be used or until 12:00 noon on the day on which the Service was to be used, whichever occurs first, for any reason or without giving a reason. This option does not apply to tickets for the cableway running to Mt Lomnický štít. The contract is cancelled by clicking on the "CANCEL FOR goX CREDIT" button. If the contract is cancelled under this Clause of the GTC, the purchase price of the Service will be reduced by an administrative fee of EUR five (5).

9.1.2.2 If a contract for cableway Services purchased by a Main User is cancelled pursuant to Clause 9.1.2.1 of the GTC, GOPASS SE, acting on behalf of the Selected Business Partner, will refund the Main User the purchase price of the cancelled Service, less the applicable administrative fee and subject to settlement in accordance with Clause 9.1.2.5, by crediting the amount in the form of goX credit to the Main User's goX Wallet.

9.1.2.3 If a contract for cableway Services purchased by a Business Customer is cancelled, the cancellation pursuant to Clause 9.1.2.1 of the GTC must be carried out through the Main User authorised to act on behalf of the Business Customer (i.e. the Main User who entered the Business Customer's details in the Main Account). The Business Customer agrees that the amount of the purchase price of the cancelled Service to be refunded, less the applicable administrative fee and subject to settlement in accordance with Clause 9.1.2.5, will be credited in the form of goX credit to the goX Wallet of the Main User from whose Main Account the order was placed. Upon crediting this amount, the Selected Business Partner's obligation to the Business Customer arising from the cancellation of the contract will be deemed fulfilled to the corresponding extent.

9.1.2.4 Cancellation of the contract pursuant to Clause 9.1.2.1 of the GTC results in the loss of entitlement to the goX cashback awarded for the purchase of the cancelled Service. If this goX cashback has already been credited to the Main User's goX Wallet, GOPASS SE is entitled to debit it, but only up to the amount of the available goX cashback balance in the goX Wallet. If the full amount of goX cashback credited for the purchase of the cancelled Service is not settled in the manner described in the preceding sentence, the Main User is obliged to settle the remaining outstanding amount of goX cashback credited for the purchase of the cancelled Service with GOPASS SE in accordance with Clause 9.1.2.5.

9.1.2.5 The Buyer, being either the Main User or the Business Customer, agrees and instructs GOPASS SE, when refunding the purchase price of the cancelled Service on behalf of the Selected Business Partner, to use part of the amount to be refunded for the settlement described above in favour of GOPASS SE. If the Buyer is a Business Customer, this payment will be made on behalf of the Main User to whose goX Wallet the goX cashback was credited. If the Buyer is the Main User, the settlement will be made from the amount paid for the cancelled Service by the Main User to whose goX Wallet the goX cashback was credited. The amount used in this way may not exceed either the outstanding portion of the goX cashback or the amount of the purchase price to be refunded after deduction of the applicable administrative fee. The remaining amount will be credited in the form of goX credit in accordance with Clauses 9.1.2.2 to 9.1.2.4 of these GTC. To the extent of the amount actually used for settlement under this Clause, the Selected Business Partner's obligation to refund the relevant part of the purchase price to the Buyer (Main User/Business Customer) and the Main User's obligation to settle the corresponding part of the goX cashback will be deemed fulfilled. This

part of the goX cashback may not be debited again or claimed as a payment. GOPASS SE will inform the Main User of the settlement carried out and, where the Buyer is a Business Customer, the Business Customer will also be informed.

9.1.3 **Events/experiences:** Where a Gopass programme member purchases any of the event/experience Services offered in the Gopass System at www.gopass.travel, the Gopass programme member acting as a consumer **is not entitled to withdraw from their distance contract or** contract concluded away from the trader's business premises **without giving a reason**, pursuant to Section 19(1)(l) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts. Business Customers are not granted a contractual right to withdraw from the contract without giving a reason.

9.1.4 **Golf:** Where a Gopass programme member purchases any of the golf Services offered in the Gopass System at www.gopass.travel, **the Gopass programme member is entitled to withdraw from their distance contract** or contract concluded away from the trader's business premises **within fourteen (14) days** of the date of conclusion of the contract for the provision of the Service, pursuant to Section 19(1) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts. Business Customers are not granted a contractual right to withdraw from the contract without giving a reason. For the purposes of withdrawal from the contract under this Clause of the GTC, the contract shall be deemed to have been concluded at the moment when the Gopass programme member pays the purchase price for the selected Service. In relation to withdrawal by a Gopass programme member from a distance contract or a contract concluded away from the trader's business premises, the Selected Business Partners have authorised GOPASS SE to represent them in full, including receiving notices of withdrawal from the contract from Gopass programme members.

9.1.4.1 To exercise the right to withdraw from the contract pursuant to Clause 9.1.4 of the GTC, the Gopass programme member (consumer) shall inform GOPASS SE of their decision to withdraw from the contract by: (i) sending an unequivocal statement to the correspondence address: GOPASS SE, Bernolákova 14, Liptovský Mikuláš 031 05, Slovak Republic, or to reklamacia@gopass.sk. For this purpose, the Gopass programme member may use the model withdrawal form attached to these GTC; or (ii) they can submit the notice online at www.gopass.travel by clicking on the "WITHDRAW FROM THE CONTRACT HERE" button. If a Gopass programme member exercises their right to withdraw from the contract under this Clause of the GTC, GOPASS SE, acting under a special power of attorney granted by the Selected Business Partners, shall promptly provide the Gopass programme member with confirmation of receipt of the notice of withdrawal, including its content and the date and time of its submission, on a durable medium (by email). The withdrawal period shall be deemed to have been observed if the notice of withdrawal is sent to GOPASS SE no later than on the last day of the withdrawal period. The burden of proof in respect of exercising the right to withdraw from the contract shall rest with the Gopass programme member.

9.1.4.2 Withdrawal from the contract pursuant to Clause 9.1.4 of the GTC shall result in the contract between the relevant Selected Business Partner and the Gopass programme member being cancelled with effect from the outset. On behalf of the relevant Selected Business Partner, GOPASS SE shall refund all payments received from the Gopass programme member under or in connection with the contract (including delivery costs) without undue delay and, in any event, no later than fourteen (14) days from the date on which the notice of withdrawal is received. The payments shall be refunded to the Gopass programme member using the same payment method as that used by the Gopass programme member for the original payment.

9.1.4.3 If a Gopass programme member withdraws from a contract and the Selected Business Partner, acting as the seller, has commenced performance before the 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 of the agreed price corresponding to the performance provided up to the moment of withdrawal from the contract.

9.1.4.4 Information on the exercise of the right of a Gopass programme member, acting as a consumer, to withdraw from a distance contract or a contract concluded away from the trader's business premises is attached to these GTC.

9.1.5 **Ski schools/ski equipment rental:** Where a Gopass programme member purchases any of the ski school/ski equipment rental Services offered in the Gopass System at www.gopass.travel, the Gopass programme member acting as a consumer **is not entitled to withdraw from their distance contract** or contract concluded away from the trader's business premises **without giving a reason**, pursuant to Section 19(1)(l) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts. Business

Customers are not granted a contractual right to withdraw from the contract without giving a reason, except for the option to cancel the contract under the conditions set out below.

9.1.5.1 The Main User and the Business Customer may cancel a contract for ski school/ski equipment rental Services at any time from the moment the contractual relationship arises until 11:59 pm on the day preceding the day on which the purchased Service was to be provided, for any reason or without giving a reason. The contract is cancelled by clicking on the "CANCEL FOR goX CREDIT" button. If the contract is cancelled under this Clause of the GTC, the purchase price of the cancelled Service (ticket) will be reduced by an administrative fee of EUR one (1);

9.1.5.2 If a contract for ski school/ski equipment rental Services purchased by a Main User is cancelled pursuant to Clause 9.1.5.1 of the GTC, GOPASS SE, acting on behalf of the Selected Business Partner, will refund the Main User the purchase price of the cancelled Service, less the applicable administrative fee and subject to settlement in accordance with Clause 9.1.5.5, by crediting the amount in the form of goX credit to the Main User's goX Wallet.

9.1.5.3 If a contract for ski school/ski equipment rental Services purchased by a Business Customer is cancelled, the cancellation pursuant to Clause 9.1.5.1 of the GTC must be carried out through the Main User authorised to act on behalf of the Business Customer (i.e. the Main User who entered the Business Customer's details in the Main Account). The Business Customer agrees that the amount of the purchase price of the cancelled Service to be refunded, less the applicable administrative fee and subject to settlement in accordance with Clause 9.1.5.5, will be credited in the form of goX credit to the goX Wallet of the Main User from whose Main Account the order was placed. Upon crediting this amount, the Selected Business Partner's obligation to the Business Customer arising from the cancellation of the contract will be deemed fulfilled to the corresponding extent.

9.1.5.4 Cancellation of the contract pursuant to Clause 9.1.5.1 of the GTC results in the loss of entitlement to the goX cashback awarded for the purchase of the cancelled Service. If this goX cashback has already been credited to the Main User's goX Wallet, GOPASS SE is entitled to debit it, but only up to the amount of the available goX cashback balance in the goX Wallet. If the full amount of goX cashback credited for the purchase of the cancelled Service is not settled in the manner described in the preceding sentence, the Main User is obliged to settle the remaining outstanding amount of goX cashback credited for the purchase of the cancelled Service with GOPASS SE in accordance with Clause 9.1.5.5.

9.1.5.5 The Buyer, being either the Main User or the Business Customer, agrees and instructs GOPASS SE, when refunding the purchase price of the cancelled Service on behalf of the Selected Business Partner, to use part of the amount to be refunded for the settlement described above in favour of GOPASS SE. If the Buyer is a Business Customer, this payment will be made on behalf of the Main User to whose goX Wallet the goX cashback was credited. If the Buyer is the Main User, the settlement will be made from the amount paid for the cancelled Service by the Main User to whose goX Wallet the goX cashback was credited. The amount used in this way may not exceed either the outstanding portion of the goX cashback or the amount of the purchase price to be refunded after deduction of the applicable administrative fee. The remaining amount will be credited in the form of goX credit in accordance with Clauses 9.1.5.2 to 9.1.5.4 of these GTC. To the extent of the amount actually used for settlement under this Clause, the Selected Business Partner's obligation to refund the relevant part of the purchase price to the Buyer (Main User/Business Customer) and the Main User's obligation to settle the corresponding part of the goX cashback will be deemed fulfilled. This part of the goX cashback may not be debited again or claimed as a payment. GOPASS SE will inform the Main User of the settlement carried out and, where the Buyer is a Business Customer, the Business Customer will also be informed.

9.1.6 **Accommodation:** Where a Main User purchases accommodation Services in the Gopass System at www.gopass.travel, **they are not entitled to withdraw from their distance contract** or contract concluded away from the trader's business premises **without stating a reason** pursuant to Section 19(1)(l) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts, as amended. Business Customers are not granted a contractual right to withdraw from the contract without stating a reason, except for the option to cancel a reservation under the conditions set out below.

9.1.6.1 In the event of cancellation of a confirmed reservation of booked accommodation Services, or partial cancellation of a confirmed reservation of booked accommodation Services, the Gopass programme member/Business Customer shall be obliged to pay the relevant Selected Business Partner cancellation fees in the amounts and subject to the conditions specified in the General Terms and

Conditions for Reservations of Accommodation and Related Services available at www.tmrhotels.com or on the websites of the relevant accommodation establishments of the Selected Business Partners. The cancellation of a confirmed reservation of booked accommodation Services, or partial cancellation of a confirmed reservation of booked accommodation Services, shall be governed by the relevant provisions of the General Terms and Conditions for Reservations of Accommodation and Related Services or by the conditions published on the websites of the relevant accommodation establishments of the Selected Business Partners.

9.2 Contract withdrawal in the case of goX credit purchase:

9.2.1 Where a **Gopass programme member** purchases goX credit in the Gopass System at www.gopass.travel, **they are entitled to withdraw from their contract** pursuant to Section 1829 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, **within fourteen (14) days** from the date on which the purchased goX credit is credited to the Main User's goX Wallet.

9.2.1.1 To exercise the right to withdraw from the contract pursuant to Clause 9.2.1 of the GTC, the Gopass programme member (consumer) shall inform GOPASS SE of their decision to withdraw from the contract by: (i) sending an unequivocal statement 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 GTC may be used, or (ii) they can submit the notice online at www.gopass.travel by clicking the "WITHDRAW FROM THE CONTRACT HERE" button. If a Gopass programme member exercises their right to withdraw from the contract under this Clause of the GTC, 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 submission, on a durable medium (by email). The withdrawal period shall be deemed to have been observed if the notice of withdrawal from the contract is sent to GOPASS SE no later than on the last day of the withdrawal period. The burden of proof in respect of exercising the right to withdraw from the contract shall rest with the Gopass programme member.

9.2.1.2 Withdrawal from the contract pursuant to Clause 9.2.1 of the GTC shall result in the contract between GOPASS SE and the Gopass programme member being cancelled with effect from the outset. 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 within 14 days from the date of receipt of the notice of withdrawal from the contract. The payments shall be refunded to the Gopass programme member using the same payment method as the one used by the Gopass programme member to make the payment. When withdrawing from the contract pursuant to Clause 9.2.1 of the GTC, the Gopass programme member shall bear the costs associated with returning the purchased goX credit.

9.3 **Contract withdrawal** related to Services of **Business Partners** purchased in the Gopass system and **used in Slovakia**:

9.3.1 The provisions of Clauses 9.1.1, 9.1.2, 9.1.3, 9.1.4, 9.1.5 and 9.1.6 of these GTC shall apply accordingly to withdrawal from a contract for the purchase of Services of Business Partners through the Gopass System where such Services are used or received in Slovakia, depending on the type of Service of the Business Partner purchased, including the provisions governing exceptions to the consumer's right to withdraw from the contract under Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts, as amended.

9.3.2 In the case of purchasing Services of Business Partners in the Gopass System at www.gopass.travel where withdrawal from the contract is not possible/where the statutory right to withdraw from the contract under Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts, as amended, does not apply, and provided that the relevant Business Partner allows the Gopass programme member to cancel the contract for the purchase of the Services, the provisions of Clauses 9.1.1.1 et seq., 9.1.2.1 et seq., 9.1.5.1 et seq. and 9.1.6.1 et seq. of these GTC shall apply accordingly, depending on the type of Service of the Business Partner purchased.

9.4 **Contract termination** related to Services of **Selected Business Partners** purchased in the Gopass system and **used in the Czech Republic:**

9.4.1 **Cableways – tickets/ski passes/Activities:** Where a Gopass programme member purchases any of the cableway Services offered, including Activities, in 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, do not apply to the contract concluded pursuant to Section 1840(h) of Act No. 89/2012 Coll., the Civil Code, as amended, **and the contract**

may not be withdrawn from. Business Customers are not granted a contractual right to withdraw from the contract without giving a reason, except for the option to cancel the contract under the conditions set out below.

9.4.1.1 The Main User and the Business Customer may cancel a contract for cableway Services, except where the FRESH TRACK Service, Activities Services, BIKE PASS 3 and 6 Services or seasonal ski pass/ticket Services have been purchased, as follows:

(i) at any time from the moment the contractual relationship arises until 11:59 pm on the day preceding the day on which the purchased Service was to be provided, for any reason or without giving a reason. The contract is cancelled by clicking on the "CANCEL FOR goX CREDIT" button. If the contract is cancelled under this Clause of the GTC, the purchase price of the cancelled Service will be reduced by an administrative fee of CZK thirty (30);

(ii) at any time from the moment the contractual relationship arises until the purchased Service starts to be used or until 12:00 noon on the day on which the Service was to be used, whichever occurs first, for any reason or without giving a reason. The contract is cancelled by clicking on the "CANCEL FOR goX CREDIT" button. If the contract is cancelled under this Clause of the GTC, the purchase price of the Service will be reduced by an administrative fee of CZK one hundred and fifty (150).

9.4.1.2 If a contract for cableway Services purchased by a Main User is cancelled pursuant to Clause 9.4.1.1 of the GTC, GOPASS SE, acting on behalf of the Selected Business Partner, will refund the Main User the purchase price of the cancelled Service, less the applicable administrative fee and subject to settlement in accordance with Clause 9.4.1.5, by crediting the amount in the form of goX credit to the Main User's goX Wallet.

9.4.1.3 If a contract for cableway Services purchased by a Business Customer is cancelled, the cancellation pursuant to Clause 9.4.1.1 of the GTC must be carried out through the Main User authorised to act on behalf of the Business Customer (i.e. the Main User who entered the Business Customer's details in the Main Account). The Business Customer agrees that the amount of the purchase price of the cancelled Service to be refunded, less the applicable administrative fee and subject to settlement in accordance with Clause 9.4.1.5, will be credited in the form of goX credit to the goX Wallet of the Main User from whose Main Account the order was placed. Upon crediting this amount, the Selected Business Partner's obligation to the Business Customer arising from the cancellation of the contract will be deemed fulfilled to the corresponding extent.

9.4.1.4 Cancellation of the contract pursuant to Clause 9.4.1.1 of the GTC results in the loss of entitlement to the goX cashback awarded for the purchase of the cancelled Service. If this goX cashback has already been credited to the Main User's goX Wallet, GOPASS SE is entitled to debit it, but only up to the amount of the available goX cashback balance in the goX Wallet. If the full amount of goX cashback credited for the purchase of the cancelled Service is not settled in the manner described in the preceding sentence, the Main User is obliged to settle the remaining outstanding amount of goX cashback credited for the purchase of the cancelled Service with GOPASS SE in accordance with Clause 9.4.1.5.

9.4.1.5 The Buyer, being either the Main User or the Business Customer, agrees and instructs GOPASS SE, when refunding the purchase price of the cancelled Service on behalf of the Selected Business Partner, to use part of the amount to be refunded for the settlement described above in favour of GOPASS SE. If the Buyer is a Business Customer, this payment will be made on behalf of the Main User to whose goX Wallet the goX cashback was credited. If the Buyer is the Main User, the settlement will be made from the amount paid for the cancelled Service by the Main User to whose goX Wallet the goX cashback was credited. The amount used in this way may not exceed either the outstanding portion of the goX cashback or the amount of the purchase price to be refunded after deduction of the applicable administrative fee. The remaining amount will be credited in the form of goX credit in accordance with Clauses 9.4.1.2 to 9.4.1.4 of these GTC. To the extent of the amount actually used for settlement under this Clause, the Selected Business Partner's obligation to refund the relevant part of the purchase price to the Buyer (Main User/Business Customer) and the Main User's obligation to settle the corresponding part of the goX cashback will be deemed fulfilled. This part of the goX cashback may not be debited again or claimed as a payment. GOPASS SE will inform the Main User of the settlement carried out and, where the Buyer is a Business Customer, the Business Customer will also be informed.

9.4.2 **Events/experiences:** Where a Gopass programme member purchases any of the event/experience Services offered in the Gopass System at www.gopass.travel, the Gopass programme member acting as a consumer

is not entitled to withdraw from their contract without giving a reason, pursuant to Section 1837(j) of Act No. 89/2012 Coll., the Civil Code, as amended. Business Customers are not granted a contractual right to withdraw from the contract without giving a reason.

9.4.3 **Golf:** Where a Gopass programme member purchases any of the golf Services offered in the Gopass System at www.gopass.travel, **the Gopass programme member is entitled to withdraw from their contract** pursuant to Sections 1820 to 1839 of Act No. 89/2012 Coll., the Civil Code, as amended, within fourteen (14) days from the date of conclusion of the contract for the provision of the Service. Business Customers are not granted a contractual right to withdraw from the contract without giving a reason. For the purposes of withdrawal from the contract pursuant to this Clause of the GTC, the contract is deemed to be concluded at the moment when the Gopass programme member pays the purchase price for the selected golf Service.

9.4.3.1 When exercising the right to withdraw from the contract pursuant to Clause 9.4.3 of the GTC, the Gopass programme member/consumer shall inform GOPASS SE of their decision to withdraw from the contract by: (i) sending an unequivocal statement to the correspondence address: GOPASS SE, Bernolákova 14, Liptovský Mikuláš 031 05, Slovak Republic, or to reklamace@gopass.cz. For this purpose, the model withdrawal form annexed to these GTC may be used, or (ii) online at www.gopass.travel by clicking on the "WITHDRAW FROM THE CONTRACT HERE" button. If a Gopass programme member exercises the right to withdraw from the contract in accordance with this Clause of the GTC, GOPASS SE, acting under a special power of attorney granted by the Selected Business Partners, will 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 email). The withdrawal period is considered to have been observed if the notice of withdrawal from the contract is sent to GOPASS SE no later than on the last day of the withdrawal period. The burden of proof in respect of exercising the right to withdraw from the contract rests with the Gopass programme member.

9.4.3.2 Withdrawal from the contract pursuant to Clause 9.4.3 of the GTC results in the contract being cancelled with effect from the outset. GOPASS SE, acting on behalf of the relevant Selected Business Partner, will refund all payments received from the Gopass programme member on behalf of the Selected Business Partner under and in connection with the contract (including delivery costs) without undue delay, but no later than within 14 days from the date of receipt of the notice of withdrawal from the contract. The payments will be refunded to the Gopass programme member using the same payment method as the one used by the Gopass programme member to make the payment. GOPASS SE is not obliged to reimburse the Gopass programme member for any additional costs if the Gopass programme member expressly chose a method of delivery other than the cheapest standard method of delivery offered by the seller. Additional costs mean the difference between the delivery costs incurred as a result of the method of delivery chosen by the consumer and the costs of the cheapest standard method of delivery offered by the seller.

9.4.3.3 If a Gopass programme member withdraws from a contract for the provision of Services and the Selected Business Partner has commenced performance before the expiry of the withdrawal period at the express request of the Gopass programme member, the Gopass programme member will pay GOPASS SE a proportionate amount of the agreed price for the performance provided up to the moment of withdrawal from the contract.

9.4.3.4 Information on the exercise of the Gopass programme member's right, as a consumer, to withdraw from a distance contract or a contract concluded away from the trader's business premises forms an annex to these GTC.

9.4.4 **Ski schools/ski equipment rental:** Where a Gopass programme member purchases any of the ski school/ski equipment rental Services offered in the Gopass System at www.gopass.travel, the Gopass programme member acting as a consumer **is not entitled to withdraw from their contract without giving a reason**, pursuant to Section 1837(j) of Act No. 89/2012 Coll., the Civil Code, as amended. Business Customers are not granted a contractual right to withdraw from the contract without giving a reason, except for the option to cancel the contract under the conditions set out below.

9.4.4.1 The Main User and the Business Customer may cancel a contract for ski school/ski equipment rental Services at any time from the moment the contractual relationship arises until 11:59 pm on the day preceding the day on which the purchased Service was to be provided, for any reason or without giving a reason. The contract is cancelled by clicking on the "CANCEL FOR goX CREDIT" button. If the contract is cancelled under this Clause of the GTC, the purchase price of the cancelled Service will be reduced by an administrative fee of CZK thirty (30).

9.4.4.2 If a contract for ski school/ski equipment rental Services purchased by a Main User is cancelled pursuant to Clause 9.4.4.1 of the GTC, GOPASS SE, acting on behalf of the Selected Business Partner, will refund the Main User the purchase price of the cancelled Service, less the applicable administrative fee and subject to settlement in accordance with Clause 9.4.4.5, by crediting the amount in the form of goX credit to the Main User's goX Wallet.

9.4.4.3 If a contract for ski school/ski equipment rental Services purchased by a Business Customer is cancelled, the cancellation pursuant to Clause 9.4.4.1 of the GTC must be carried out through the Main User authorised to act on behalf of the Business Customer (i.e. the Main User who entered the Business Customer's details in the Main Account). The Business Customer agrees that the amount of the purchase price of the cancelled Service to be refunded, less the applicable administrative fee and subject to settlement in accordance with Clause 9.4.4.5, will be credited in the form of goX credit to the goX Wallet of the Main User from whose Main Account the order was placed. Upon crediting this amount, the Selected Business Partner's obligation to the Business Customer arising from the cancellation of the contract will be deemed fulfilled to the corresponding extent.

9.4.4.4 Cancellation of the contract pursuant to Clause 9.4.4.1 of the GTC results in the loss of entitlement to the goX cashback awarded for the purchase of the cancelled Service. If this goX cashback has already been credited to the Main User's goX Wallet, GOPASS SE is entitled to debit it, but only up to the amount of the available goX cashback balance in the goX Wallet. If the full amount of goX cashback credited for the purchase of the cancelled Service is not settled in the manner described in the preceding sentence, the Main User is obliged to settle the remaining outstanding amount of goX cashback credited for the purchase of the cancelled Service with GOPASS SE in accordance with Clause 9.4.4.5.

9.4.4.5 The Buyer, being either the Main User or the Business Customer, agrees and instructs GOPASS SE, when refunding the purchase price of the cancelled Service on behalf of the Selected Business Partner, to use part of the amount to be refunded for the settlement described above in favour of GOPASS SE. If the Buyer is a Business Customer, this payment will be made on behalf of the Main User to whose goX Wallet the goX cashback was credited. If the Buyer is the Main User, the settlement will be made from the amount paid for the cancelled Service by the Main User to whose goX Wallet the goX cashback was credited. The amount used in this way may not exceed either the outstanding portion of the goX cashback or the amount of the purchase price to be refunded after deduction of the applicable administrative fee. The remaining amount will be credited in the form of goX credit in accordance with Clauses 9.4.4.2 to 9.4.4.4 of these GTC. To the extent of the amount actually used for settlement under this Clause, the Selected Business Partner's obligation to refund the relevant part of the purchase price to the Buyer (Main User/Business Customer) and the Main User's obligation to settle the corresponding part of the goX cashback will be deemed fulfilled. This part of the goX cashback may not be debited again or claimed as a payment. GOPASS SE will inform the Main User of the settlement carried out and, where the Buyer is a Business Customer, the Business Customer will also be informed.

9.4.5 **Accommodation:** Where a Main User purchases accommodation Services in the Gopass System at www.gopass.travel, **they are not entitled to withdraw from their contract without stating a reason** pursuant to Section 1837(j) of Act No. 89/2012 Coll., the Civil Code, as amended. Business Customers are not granted a contractual right to withdraw from the contract without stating a reason, except for the option to cancel a reservation under the conditions set out below.

9.4.5.1 In the event of cancellation of a confirmed reservation of booked accommodation Services, or partial cancellation of a confirmed reservation of booked accommodation Services, the Gopass programme member/Business Customer shall be obliged to pay the relevant Selected Business Partner cancellation fees in the amounts and subject to the conditions specified in the General Terms and Conditions for Reservations of Accommodation and Related Services available at www.tmrhotels.com or on the websites of the relevant accommodation establishments of the Selected Business Partners. The cancellation of a confirmed reservation of booked accommodation Services, or partial cancellation of a confirmed reservation of booked accommodation Services, shall be governed by the relevant provisions of the General Terms and Conditions for Reservations of Accommodation and Related Services or by the conditions published on the websites of the relevant accommodation establishments of the Selected Business Partners.

9.5 Contract withdrawal related to Services of **Business Partners** purchased in the Gopass system and **used in the Czech Republic**:

9.5.1 The provisions of Clauses 9.4.1, 9.4.2, 9.4.3, 9.4.4 and 9.4.5 of these GTC shall apply accordingly to withdrawal from a contract for the purchase of Services of Business Partners through the Gopass System where such Services are used or received in the Czech Republic, depending on the type of Service of the Business Partner purchased, including the provisions governing exceptions to the consumer's right to withdraw from the contract under Act No. 89/2012 Coll., the Civil Code, as amended.

9.5.2 In the case of purchasing Services of Business Partners in the Gopass System at www.gopass.travel where withdrawal from the contract is not possible/where the statutory right to withdraw from the contract under Act No. 89/2012 Coll., the Civil Code, as amended, does not apply, and provided that the relevant Business Partner allows the Gopass programme member to cancel the contract for the purchase of the Services, the provisions of Clauses 9.4.1.1 et seq., 9.4.4.1 et seq. and 9.4.5.1 et seq. of these GTC shall apply accordingly, depending on the type of Service of the Business Partner purchased

9.6 Contract withdrawal related to Services of **Selected Business Partners** purchased in the Gopass system and **used in Poland:**

9.6.1 **Amusement park tickets:** Where a Gopass programme member purchases any of the amusement park admission Services offered in the Gopass System at www.gopass.travel, the Gopass programme member acting as a consumer **is not entitled to withdraw from their contract without giving a reason**, **pursuant to Article 27 of the Act on Consumer Rights** of 30 May 2014 (consolidated text: Journal of Laws of 2026, item 1244), with reference to Article 38(12) of the Act on Consumer Rights of 30 May 2014 (consolidated text: Journal of Laws of 2026, item 1244). Business Customers are not granted a contractual right to withdraw from the contract without giving a reason, except for the option to cancel the contract under the conditions set out below.

9.6.1.1 The Main User and the Business Customer may cancel a contract for amusement park Services, except where a seasonal admission Service has been purchased, as follows:

(i) at any time from the moment the contractual relationship arises until 11:59 pm on the day preceding the day on which the purchased Service (ticket) was to be provided, for any reason or without giving a reason. The contract is cancelled by clicking on the "CANCEL FOR goX CREDIT" button. If the contract is cancelled under this Clause of the GTC, the purchase price of the cancelled Service (ticket) will be reduced by an administrative fee of PLN five (5);

(ii) at any time from the moment the contractual relationship arises until the purchased Service (ticket) starts to be used or until 12:00 noon on the day on which the Service was to be used, whichever occurs first, for any reason or without giving a reason. The contract is cancelled by clicking on the "CANCEL FOR goX CREDIT" button. If the contract is cancelled under this Clause of the GTC, the purchase price of the Service (ticket) will be reduced by an administrative fee of PLN twenty-five (25).

9.6.1.2 If a contract for amusement park Services purchased by a Main User is cancelled pursuant to Clause 9.6.1.1 of the GTC, GOPASS SE, acting on behalf of the Selected Business Partner, will refund the Main User the purchase price of the cancelled Service, less the applicable administrative fee and subject to settlement in accordance with Clause 9.6.1.5, by crediting the amount in the form of goX credit to the Main User's goX Wallet.

9.6.1.3 If a contract for amusement park Services purchased by a Business Customer is cancelled, the cancellation pursuant to Clause 9.6.1.1 of the GTC must be carried out through the Main User authorised to act on behalf of the Business Customer (i.e. the Main User who entered the Business Customer's details in the Main Account). The Business Customer agrees that the amount of the purchase price of the cancelled Service to be refunded, less the applicable administrative fee and subject to settlement in accordance with Clause 9.6.1.5, will be credited in the form of goX credit to the goX Wallet of the Main User from whose Main Account the order was placed. Upon crediting this amount, the Selected Business Partner's obligation to the Business Customer arising from the cancellation of the contract will be deemed fulfilled to the corresponding extent.

9.6.1.4 Cancellation of the contract pursuant to Clause 9.6.1.1 of the GTC results in the loss of entitlement to the goX cashback awarded for the purchase of the cancelled Service. If this goX cashback has already been credited to the Main User's goX Wallet, GOPASS SE is entitled to debit it, but only up to the amount of the available goX cashback balance in the goX Wallet. If the full amount of goX cashback credited for the purchase of the cancelled Service is not settled in the manner described in the preceding sentence, the Main User is obliged to settle the remaining outstanding amount of goX

cashback credited for the purchase of the cancelled Service with GOPASS SE in accordance with Clause 9.6.1.5.

9.6.1.5 The Buyer, being either the Main User or the Business Customer, agrees and instructs GOPASS SE, when refunding the purchase price of the cancelled Service on behalf of the Selected Business Partner, to use part of the amount to be refunded for the settlement described above in favour of GOPASS SE. If the Buyer is a Business Customer, this payment will be made on behalf of the Main User to whose goX Wallet the goX cashback was credited. If the Buyer is the Main User, the settlement will be made from the amount paid for the cancelled Service by the Main User to whose goX Wallet the goX cashback was credited. The amount used in this way may not exceed either the outstanding portion of the goX cashback or the amount of the purchase price to be refunded after deduction of the applicable administrative fee. The remaining amount will be credited in the form of goX credit in accordance with Clauses 9.6.1.2 to 9.6.1.4 of these GTC. To the extent of the amount actually used for settlement under this Clause, the Selected Business Partner's obligation to refund the relevant part of the purchase price to the Buyer (Main User/Business Customer) and the Main User's obligation to settle the corresponding part of the goX cashback will be deemed fulfilled. This part of the goX cashback may not be debited again or claimed as a payment. GOPASS SE will inform the Main User of the settlement carried out and, where the Buyer is a Business Customer, the Business Customer will also be informed.

9.6.2 **Cableways – tickets/ski passes:** Where a Gopass programme member purchases any of the cableway Services offered in the Gopass System at www.gopass.travel, the Gopass programme member acting as a consumer **is not entitled to withdraw from their contract without giving a reason**, **pursuant to Article 27 of the Act on Consumer Rights** of 30 May 2014 (consolidated text: Journal of Laws of 2026, item 1244), with reference to Article 38(12) of the Act on Consumer Rights of 30 May 2014 (consolidated text: Journal of Laws of 2026, item 1244). Business Customers are not granted a contractual right to withdraw from the contract without giving a reason, except for the option to cancel the contract under the conditions set out below.

9.6.2.1 The Main User and the Business Customer may cancel a contract for cableway Services, except where the FRESH TRACK Service or a seasonal ski pass/ticket Service has been purchased, as follows:

(i) at any time from the moment the contractual relationship arises until 11:59 pm on the day preceding the day on which the purchased Service was to be provided, for any reason or without giving a reason. The contract is cancelled by clicking on the "CANCEL FOR goX CREDIT" button. If the contract is cancelled under this Clause of the GTC, the purchase price of the cancelled Service will be reduced by an administrative fee of PLN five (5);

(ii) at any time from the moment the contractual relationship arises until the purchased Service starts to be used or until 12:00 noon on the day on which the Service was to be used, whichever occurs first, for any reason or without giving a reason. The contract is cancelled by clicking on the "CANCEL FOR goX CREDIT" button. If the contract is cancelled under this Clause of the GTC, the purchase price of the Service will be reduced by an administrative fee of PLN twenty-five (25).

9.6.2.2 If a contract for cableway Services purchased by a Main User is cancelled pursuant to Clause 9.6.2.1 of the GTC, GOPASS SE, acting on behalf of the Selected Business Partner, will refund the Main User the purchase price of the cancelled Service, less the applicable administrative fee and subject to settlement in accordance with Clause 9.6.2.5, by crediting the amount in the form of goX credit to the Main User's goX Wallet.

9.6.2.3 If a contract for cableway Services purchased by a Business Customer is cancelled, the cancellation pursuant to Clause 9.6.2.1 of the GTC must be carried out through the Main User authorised to act on behalf of the Business Customer (i.e. the Main User who entered the Business Customer's details in the Main Account). The Business Customer agrees that the amount of the purchase price of the cancelled Service to be refunded, less the applicable administrative fee and subject to settlement in accordance with Clause 9.6.2.5, will be credited in the form of goX credit to the goX Wallet of the Main User from whose Main Account the order was placed. Upon crediting this amount, the Selected Business Partner's obligation to the Business Customer arising from the cancellation of the contract will be deemed fulfilled to the corresponding extent.

9.6.2.4 Cancellation of the contract pursuant to Clause 9.6.2.1 of the GTC results in the loss of entitlement to the goX cashback awarded for the purchase of the cancelled Service. If this goX cashback has already been credited to the Main User's goX Wallet, GOPASS SE is entitled to debit it, but only up to the amount of the available goX cashback balance in the goX Wallet. If the full amount of goX

cashback credited for the purchase of the cancelled Service is not settled in the manner described in the preceding sentence, the Main User is obliged to settle the remaining outstanding amount of goX cashback credited for the purchase of the cancelled Service with GOPASS SE in accordance with Clause 9.6.2.5.

9.6.2.5 The Buyer, being either the Main User or the Business Customer, agrees and instructs GOPASS SE, when refunding the purchase price of the cancelled Service on behalf of the Selected Business Partner, to use part of the amount to be refunded for the settlement described above in favour of GOPASS SE. If the Buyer is a Business Customer, this payment will be made on behalf of the Main User to whose goX Wallet the goX cashback was credited. If the Buyer is the Main User, the settlement will be made from the amount paid for the cancelled Service by the Main User to whose goX Wallet the goX cashback was credited. The amount used in this way may not exceed either the outstanding portion of the goX cashback or the amount of the purchase price to be refunded after deduction of the applicable administrative fee. The remaining amount will be credited in the form of goX credit in accordance with Clauses 9.6.2.2 to 9.6.2.4 of these GTC. To the extent of the amount actually used for settlement under this Clause, the Selected Business Partner's obligation to refund the relevant part of the purchase price to the Buyer (Main User/Business Customer) and the Main User's obligation to settle the corresponding part of the goX cashback will be deemed fulfilled. This part of the goX cashback may not be debited again or claimed as a payment. GOPASS SE will inform the Main User of the settlement carried out and, where the Buyer is a Business Customer, the Business Customer will also be informed.

9.6.3 **Events/experiences:** Where a Gopass programme member purchases any of the event/experience Services offered in the Gopass System at www.gopass.travel, the Gopass programme member acting as a consumer **is not entitled to withdraw from their contract without giving a reason**, **pursuant to Article 27 of the Act on Consumer Rights** of 30 May 2014 (consolidated text: Journal of Laws of 2026, item 1244), with reference to Article 38(12) of the Act on Consumer Rights of 30 May 2014 (consolidated text: Journal of Laws of 2026, item 1244). Business Customers are not granted a contractual right to withdraw from the contract without giving a reason.

9.6.4 **Ski schools/ski equipment rental:** Where a Gopass programme member purchases any of the ski school/ski equipment rental Services offered in the Gopass System at www.gopass.travel, the Gopass programme member acting as a consumer **is not entitled to withdraw from their contract without giving a reason**, **pursuant to Article 27 of the Act on Consumer Rights** of 30 May 2014 (consolidated text: Journal of Laws of 2026, item 1244), with reference to Article 38(12) of the Act on Consumer Rights of 30 May 2014 (consolidated text: Journal of Laws of 2026, item 1244). Business Customers are not granted a contractual right to withdraw from the contract without giving a reason, except for the option to cancel the contract under the conditions set out below

9.6.4.1 The Main User and the Business Customer may cancel a contract for ski school/ski equipment rental Services at any time from the moment the contractual relationship arises until 11:59 pm on the day preceding the day on which the purchased Service was to be provided, for any reason or without giving a reason. The contract is cancelled by clicking on the "CANCEL FOR goX CREDIT" button. If the contract is cancelled under this Clause of the GTC, the purchase price of the cancelled Service will be reduced by an administrative fee of PLN five (5).

9.6.4.2 If a contract for ski school/ski equipment rental Services purchased by a Main User is cancelled pursuant to Clause 9.6.4.1 of the GTC, GOPASS SE, acting on behalf of the Selected Business Partner, will refund the Main User the purchase price of the cancelled Service, less the applicable administrative fee and subject to settlement in accordance with Clause 9.6.4.5, by crediting the amount in the form of goX credit to the Main User's goX Wallet.

9.6.4.3 If a contract for ski school/ski equipment rental Services purchased by a Business Customer is cancelled, the cancellation pursuant to Clause 9.6.4.1 of the GTC must be carried out through the Main User authorised to act on behalf of the Business Customer (i.e. the Main User who entered the Business Customer's details in the Main Account). The Business Customer agrees that the amount of the purchase price of the cancelled Service to be refunded, less the applicable administrative fee and subject to settlement in accordance with Clause 9.6.4.5, will be credited in the form of goX credit to the goX Wallet of the Main User from whose Main Account the order was placed. Upon crediting this amount, the Selected Business Partner's obligation to the Business Customer arising from the cancellation of the contract will be deemed fulfilled to the corresponding extent.

9.6.4.4 Cancellation of the contract pursuant to Clause 9.6.4.1 of the GTC results in the loss of entitlement to the goX cashback awarded for the purchase of the cancelled Service. If this goX cashback has already been credited to the Main User's goX Wallet, GOPASS SE is entitled to debit it, but only up to the amount of the available goX cashback balance in the goX Wallet. If the full amount of goX cashback credited for the purchase of the cancelled Service is not settled in the manner described in the preceding sentence, the Main User is obliged to settle the remaining outstanding amount of goX cashback credited for the purchase of the cancelled Service with GOPASS SE in accordance with Clause 9.6.4.5.

9.6.4.5 The Buyer, being either the Main User or the Business Customer, agrees and instructs GOPASS SE, when refunding the purchase price of the cancelled Service on behalf of the Selected Business Partner, to use part of the amount to be refunded for the settlement described above in favour of GOPASS SE. If the Buyer is a Business Customer, this payment will be made on behalf of the Main User to whose goX Wallet the goX cashback was credited. If the Buyer is the Main User, the settlement will be made from the amount paid for the cancelled Service by the Main User to whose goX Wallet the goX cashback was credited. The amount used in this way may not exceed either the outstanding portion of the goX cashback or the amount of the purchase price to be refunded after deduction of the applicable administrative fee. The remaining amount will be credited in the form of goX credit in accordance with Clauses 9.6.4.2 to 9.6.4.4 of these GTC. To the extent of the amount actually used for settlement under this Clause, the Selected Business Partner's obligation to refund the relevant part of the purchase price to the Buyer (Main User/Business Customer) and the Main User's obligation to settle the corresponding part of the goX cashback will be deemed fulfilled. This part of the goX cashback may not be debited again or claimed as a payment. GOPASS SE will inform the Main User of the settlement carried out and, where the Buyer is a Business Customer, the Business Customer will also be informed.

9.6.5 **Accommodation:** Where a Main User purchases accommodation Services in the Gopass System at www.gopass.travel, **they are not entitled to withdraw from their contract pursuant to Article 27 of the Act on Consumer Rights** of 30 May 2014 (consolidated text: Journal of Laws of 2026, item 1244), with reference to Article 38(12) of the Act on Consumer Rights of 30 May 2014 (consolidated text: Journal of Laws of 2026, item 1244). Business Customers are not granted a contractual right to withdraw from the contract without giving a reason, except for the option to cancel a reservation under the conditions set out below.

9.6.5.1 In the event of cancellation of a confirmed reservation of booked accommodation Services, or partial cancellation of a confirmed reservation of booked accommodation Services, the Gopass programme member/Business Customer shall be obliged to pay the relevant Selected Business Partner cancellation fees in the amounts and subject to the conditions specified in the General Terms and Conditions for Reservations of Accommodation and Related Services available at www.tmrhotels.com or on the websites of the relevant accommodation establishments of the Selected Business Partners. The cancellation of a confirmed reservation of booked accommodation Services, or partial cancellation of a confirmed reservation of booked accommodation Services, shall be governed by the relevant provisions of the General Terms and Conditions for Reservations of Accommodation and Related Services or by the conditions published on the websites of the relevant accommodation establishments of the Selected Business Partners.

9.7 Contract withdrawal related to Services of **Business Partners** purchased in the Gopass system and **used in Poland**:

9.7.1 The provisions of Clauses 9.6.1, 9.6.2, 9.6.3, 9.6.4 and 9.6.5 of these GTC shall apply accordingly to withdrawal from a contract for the purchase of Services of Business Partners through the Gopass System where such Services are used or received in Poland, depending on the type of Service of the Business Partner purchased, including the provisions governing exceptions to the consumer's right to withdraw from the contract under the Act on Consumer Rights of 30 May 2014 (consolidated text: Journal of Laws of 2026, item 1244).

9.7.2 In the case of purchasing Services of Business Partners in the Gopass System at www.gopass.travel where withdrawal from the contract is not possible/where the statutory right to withdraw from the contract under the Act on Consumer Rights of 30 May 2014 (consolidated text: Journal of Laws of 2026, item 1244) does not apply, and provided that the relevant Business Partner allows the Gopass programme member to cancel the contract for the purchase of the Services, the provisions of Clauses 9.6.1.1 et seq., 9.6.2.1 et seq., 9.6.4.1 et seq. and 9.6.5.1 of these GTC shall apply accordingly, depending on the type of Service of the Business Partner purchased.

9.8 **Contract withdrawal** related to Services of **Selected Business Partners** purchased in the Gopass system and **used in Austria:**

9.8.1 **Cableways – tickets/ski passes:** Where a Gopass programme member purchases any of the cableway Services offered in the Gopass System at www.gopass.travel, the Gopass programme member acting as a consumer **is not entitled to withdraw from their leisure time activity service contract concluded online without giving a reason, pursuant to Section 18(1)(10) of the Austrian Distance and Off-Premises Contracts Act (FAGG)**. Business Customers are not granted a contractual right to withdraw from the contract without giving a reason, except for the option to cancel the contract under the conditions set out below.

9.8.1.1 The Main User and the Business Customer may cancel a contract for cableway Services, except where the FRESH TRACK Service or a seasonal ski pass/ticket Service has been purchased, as follows:

(i) at any time from the moment the contractual relationship arises until 11:59 pm on the day preceding the day on which the purchased Service was to be provided, for any reason or without giving a reason. The contract is cancelled by clicking on the "CANCEL FOR goX CREDIT" button. If the contract is cancelled under this Clause of the GTC, the purchase price of the cancelled Service will be reduced by an administrative fee of EUR one (1);

(ii) at any time from the moment the contractual relationship arises until the purchased Service starts to be used or until 12:00 noon on the day on which the Service was to be used, whichever occurs first, for any reason or without giving a reason. The contract is cancelled by clicking on the "CANCEL FOR goX CREDIT" button. If the contract is cancelled under this Clause of the GTC, the purchase price of the Service will be reduced by an administrative fee of EUR five (5).

9.8.1.2 If a contract for cableway Services purchased by a Main User is cancelled pursuant to Clause 9.8.1.1 of the GTC, GOPASS SE, acting on behalf of the Selected Business Partner, will refund the Main User the purchase price of the cancelled Service, less the applicable administrative fee and subject to settlement in accordance with Clause 9.8.1.5, by crediting the amount in the form of goX credit to the Main User's goX Wallet.

9.8.1.3 If a contract for cableway Services purchased by a Business Customer is cancelled, the cancellation pursuant to Clause 9.8.1.1 of the GTC must be carried out through the Main User authorised to act on behalf of the Business Customer (i.e. the Main User who entered the Business Customer's details in the Main Account). The Business Customer agrees that the amount of the purchase price of the cancelled Service to be refunded, less the applicable administrative fee and subject to settlement in accordance with Clause 9.8.1.5, will be credited in the form of goX credit to the goX Wallet of the Main User from whose Main Account the order was placed. Upon crediting this amount, the Selected Business Partner's obligation to the Business Customer arising from the cancellation of the contract will be deemed fulfilled to the corresponding extent.

9.8.1.4 Cancellation of the contract pursuant to Clause 9.8.1.1 of the GTC results in the loss of entitlement to the goX cashback awarded for the purchase of the cancelled Service. If this goX cashback has already been credited to the Main User's goX Wallet, GOPASS SE is entitled to debit it, but only up to the amount of the available goX cashback balance in the goX Wallet. If the full amount of goX cashback credited for the purchase of the cancelled Service is not settled in the manner described in the preceding sentence, the Main User is obliged to settle the remaining outstanding amount of goX cashback credited for the purchase of the cancelled Service with GOPASS SE in accordance with Clause 9.8.1.5.

9.8.1.5 The Buyer, being either the Main User or the Business Customer, agrees and instructs GOPASS SE, when refunding the purchase price of the cancelled Service on behalf of the Selected Business Partner, to use part of the amount to be refunded for the settlement described above in favour of GOPASS SE. If the Buyer is a Business Customer, this payment will be made on behalf of the Main User to whose goX Wallet the goX cashback was credited. If the Buyer is the Main User, the settlement will be made from the amount paid for the cancelled Service by the Main User to whose goX Wallet the goX cashback was credited. The amount used in this way may not exceed either the outstanding portion of the goX cashback or the amount of the purchase price to be refunded after deduction of the applicable administrative fee. The remaining amount will be credited in the form of goX credit in accordance with Clauses 9.8.1.2 to 9.8.1.4 of these GTC. To the extent of the amount actually used for settlement under this Clause, the Selected Business Partner's obligation to refund the relevant part of the purchase price to the Buyer (Main User/Business Customer) and the Main User's obligation to settle the corresponding part of the goX cashback will be deemed fulfilled. This

part of the goX cashback may not be debited again or claimed as a payment. GOPASS SE will inform the Main User of the settlement carried out and, where the Buyer is a Business Customer, the Business Customer will also be informed.

9.9 **Contract withdrawal** related to Services of **Business Partners** purchased in the Gopass system and **used in Austria**:

9.9.1 The provisions of Clause 9.8.1 of these GTC shall apply accordingly to withdrawal from a contract for the purchase of Services of Business Partners through the Gopass System where such Services are used or received in Austria, including the provision governing the exception to the consumer's right to withdraw from an online leisure service contract under Section 18(1)(10) of the Austrian Distance and Off-Premises Contracts Act (FAGG).

9.9.2 In the case of purchasing Services of Business Partners in the Gopass System at www.gopass.travel where the right to withdraw from an online leisure service contract is excluded under Section 18(1)(10) of the Austrian Distance and Off-Premises Contracts Act (FAGG), and provided that the relevant Business Partner allows the Gopass programme member to cancel the contract for the purchase of the Services, the provisions of Clauses 9.8.1.1 et seq. of these GTC shall apply accordingly, depending on the type of Service of the Business Partner purchased.

Contract withdrawal by a Business Partner acting as the seller

9.10 Any Business Partner, acting as the seller, has the right to withdraw from an order for a Service in the event of an apparent error in the Service purchase price (i.e. a purchase price that is clearly different from the usual price for that type of Service). An apparent error in the Service purchase price includes, in particular, but is not limited to: an incorrect number of digits in the purchase price; an obviously low purchase price for the relevant type and category of Service (where the purchase price does not reflect the usual price or cost price, or is unusually low and is not part of a promotional offer); an error in the currency in which the purchase price is stated; an error on the part of the Business Partner caused by human error; or any technical error in the Gopass System when displaying the Service purchase price in the Gopass System or during the ordering process. The Business Partner is not obliged to provide the Service to Gopass programme members at such an obviously incorrect purchase price, even if the respective Gopass programme member has received an order confirmation in accordance with these GTC. If such a situation arises, the Business Partner must promptly contact the Gopass programme member through GOPASS SE to agree on how to proceed. If the Gopass programme member has already paid the purchase price of the Service, the Business Partner may refund the purchase price by transferring the amount back to the bank account or card from which the payment was made, as soon as possible and, in any event, no later than 14 days after the Business Partner withdraws from the order. If the Gopass programme member pays the difference required to bring the purchase price of the Service up to the correct amount, based on an offer from the relevant Business Partner (through GOPASS SE), before the Business Partner withdraws from the order, the Business Partner is no longer entitled to withdraw from the order on the grounds of the pricing error. The Gopass programme member will receive confirmation of the additional payment and/or proof of payment of the full and correct purchase price.

9.11 Any Business Partner is also entitled to withdraw from an order if the correct purchase price of the Service is displayed, but a technical error occurs in the Gopass System during order processing and the Gopass programme member consequently receives an order confirmation showing an incorrect purchase price.

9.12 Any Business Partner is entitled to withdraw from an order if a Gopass programme member applies any discount code when placing the order, but a technical error occurs in the Gopass System during the order processing, resulting in the discount code being applied incorrectly and the Gopass programme member receiving an order confirmation with a higher discount than the one corresponding to the discount intended when the code was presented and provided to the Gopass programme member.

9.13 Business Partners are not obliged to provide a Service to a Gopass programme member if the Service is displayed or advertised at an obviously incorrect purchase price in any advertisement.

10 LOST, STOLEN OR DAMAGED GOPASS CARDS

10.1 Gopass Cards are issued to Gopass programme members (Main Users/Gopass Community/Family members) at their request and remain valid for an indefinite period.

10.2 Every Gopass programme member is obliged to protect their Gopass Card against loss, damage or destruction. They must also ensure that their Gopass Card does not fall into the hands of an unauthorised person.

10.3 Every Gopass programme member (or their legal representative) must report the loss, theft or damage of their Gopass Card without undue delay at the client centres of the Business Partners or by calling the Gopass helpline on 0850 122 155 (for international calls: +421 220 510 448). Alternatively, Main Users may block a lost, stolen or damaged Gopass

Card themselves by logging in to their Gopass account at www.gopass.travel using their registered login details. Main Users may also block the Gopass Card of a Gopass Community/Family member. Upon receiving notification, GOPASS SE will block the relevant Gopass Card immediately.

10.4 In the event of loss, theft or damage, or if a new Gopass Card is required for any other reason, the respective Main User/Gopass Community/Family member may request a replacement Gopass Card at the client centres at the individual resorts of the Business Partners. To have a new Gopass Card issued, the Gopass programme member must pay a fee of EUR 3 incl. VAT / CZK 75 incl. VAT / PLN 15 incl. VAT per Gopass Card. For a Gopass Card used for the first time at the Muttereralm resort in Austria, the fee is EUR 3 incl. VAT, plus a handling fee of EUR 5 incl. VAT / CZK 100 incl. VAT / PLN 12 incl. VAT per Gopass Card.

10.5 When a new Gopass Card is issued, all records and settings stored in the Main User's Main Account remain unchanged, and the new card is linked to the Main Account as the only currently valid Gopass Card of the Main User/Gopass Community/Family member.

10.6 If the Gopass Card contained a contactless chip with a ski pass loaded onto it, the Gopass programme member will receive a new card with only the corresponding number of unused ski days remaining as at the date on which the card was blocked.

10.7 No Gopass programme member is entitled to a refund of any amount paid, or of any pro-rata part of the ski pass price, nor to any other form of compensation in respect of ski days already used or any misuse of a lost Gopass Card resulting from the loss or theft not being reported promptly. No Gopass programme member is entitled to any financial or non-financial compensation for any goX cashback used by unauthorised persons up to the date on which their Gopass Card is blocked.

11 EXPIRY OF GOPASS PROGRAMME MEMBERSHIP

11.1 Gopass programme membership expires:

11.1.1 Immediately, for the reasons set out in Clause 11.2 of these GTC;

11.1.2 By giving notice to terminate Gopass programme membership in accordance with Clause 11.4 of these GTC;

11.1.3 When GOPASS SE decides to discontinue the Gopass programme;

11.1.4 Due to inactivity:

11.1.4.1 If neither the Main User nor any member of the Gopass Community/Family has made any purchase at the Gopass acceptance points or in the Gopass System, or earned or redeemed any goX cashback at the Gopass acceptance points or in the Gopass System, over a period of three (3) consecutive years (hereinafter referred to as a "**Transaction**"), GOPASS SE is entitled to notify the Main User, by written notice sent to the email address provided by the Main User during registration for the Gopass programme, that their Gopass programme membership may expire due to inactivity if neither the Main User nor any member of the Gopass Community/Family makes any Transaction within 30 days of receiving the notice. Upon expiry of the 30-day period referred to in the preceding sentence without any Transaction having been made, **the Gopass programme membership of the Main User and each and every member of the Main User's Gopass Community/Family will expire**. The three-year period referred to in the first sentence of this Clause will begin to run for the first time on the date on which the Main Gopass Account is created and will be reset (i.e. will begin to run again from the start) whenever a Transaction is made. The above also applies where the Main Gopass Account was created or the last Transaction was made before 28 April 2023.

11.1.4.2 If a member of the Gopass Community/Family does not make any Transaction over a period of three (3) consecutive years, GOPASS SE is entitled to notify the Main User, by written notice sent to the email address provided by the Main User during registration for the Gopass programme, that the Gopass programme membership of the specific Gopass Community/Family member may expire due to inactivity if that member does not make any Transaction within 30 days of the Main User receiving the notice. Upon expiry of the 30-day period referred to in the preceding sentence without any Transaction having been made, **the Gopass programme membership of the specific Gopass Community/Family member will expire**. The three-year period referred to in the first sentence of this Clause will begin to run for the first time on the date on which the specific member is added to the Gopass Community/Family and will be reset (i.e. will begin to run again from the start) whenever a Transaction is made. The above also applies where the specific member was added to the Gopass Community/Family or the last Transaction was made before 28 April 2023.

11.1.4.3 If a member of the Gopass Community/Family does not make any Transaction within ninety (90) consecutive calendar days from the date on which their Subordinate Gopass Account is created, GOPASS SE is entitled to notify the Main User, by written notice sent to the email address provided

by the Main User during registration for the Gopass programme, that the Gopass programme membership of the specific Gopass Community/Family member may expire due to inactivity if that member does not make any Transaction within 30 days of the Main User receiving the notice. Upon expiry of the 30-day period referred to in the preceding sentence without any Transaction having been made, **the Gopass programme membership of the specific Gopass Community/Family member will expire**. The above also applies where the specific member was added to the Gopass Community/Family or the last Transaction was made before 28 April 2023.

11.1.5 The membership of a Gopass Community/Family member expires when the Main User removes that member from the Gopass Community/Family.

11.2 Gopass programme membership expires immediately if:

11.2.1 a Gopass programme member abuses the benefits provided by the Gopass programme;

11.2.2 a Gopass programme member otherwise breaches these GTC or breaches the terms and conditions applicable to any Service of Business Partners purchased through the Gopass System;

11.2.3 a Gopass programme member provides false information in their registration application;

11.2.4 a Gopass programme member uses their Gopass Card in breach of these GTC or allows a person other than the person in whose name the Gopass Card is registered to use it;

11.2.5 a Gopass programme member notifies GOPASS SE in writing that they do not agree to the amendment of these GTC pursuant to Article 13, Clause 13.5 of these GTC.

11.3 If GOPASS SE establishes that any of the grounds for immediate expiry of Gopass programme membership set out in Clauses 11.2.1 to 11.2.4 of these GTC apply to a Gopass programme member, GOPASS SE is entitled to block the respective Main Account and Gopass Community/Friends/Family without prior notice, and the membership will expire on the date on which the grounds for immediate expiry of the Gopass programme membership are established. Where membership expires under Clause 11.2.5 of these GTC, it will expire on the date on which GOPASS SE receives the Gopass programme member's written notice stating that they do not agree to the amendment of these GTC.

11.4 Every Gopass programme member is entitled to terminate their Gopass programme membership without giving a reason by sending a written notice of termination to the following correspondence address: GOPASS SE, Bernolákova 14, Liptovský Mikuláš 031 05, Slovak Republic. Where membership is terminated under this Clause of the GTC, it will always expire on the last day of the month in which GOPASS SE receives the notice of termination. If a Gopass programme member has purchased a Service that is due to be used after the notice period has expired, their Gopass programme membership will expire only on the day following the date on which the Service is used or, as applicable, the date on which the period during which the purchased Service may or could have been used expires.

11.5 Upon termination or expiry of Gopass programme membership for any reason and in any manner, the respective Gopass programme member loses all rights and entitlements associated with their Gopass programme membership, in particular the entitlement to all goX cashback credited to the Main User's goX Wallet and to any discounts and benefits arising from Gopass programme membership. If membership expires for any of the reasons set out in Clauses 11.2.1 to 11.2.4 of these GTC, the Gopass programme member is not entitled to any financial or non-financial compensation for being unable to use Services purchased through the Gopass System, nor to a refund of the price paid by the Gopass programme member or any pro-rata part thereof. If membership expires for the reason set out in Clause 11.2.5 of these GTC, the respective Gopass programme member is entitled to a refund of the pro-rata portion of the price paid for Services that have not been used as at the date on which their Gopass programme membership expires.

11.6 If Gopass programme membership is terminated or expires for any reason and in any manner, the respective Gopass programme member will be refunded the goX credit balance as at the date on which their membership expires, within 30 working days from that date. Any goX cashback not used by the date on which Gopass programme membership is terminated or expires will be forfeited, and the Gopass programme member will not be entitled to any financial or non-financial compensation for goX cashback that remains unused as at the date on which their Gopass programme membership ends.

12 PERSONAL DATA PROCESSING POLICY

12.1 Information on the protection of personal data is set out in the TMR Group Privacy and Personal Data Processing Policy, available online at www.tmr.sk/o-nas/gdpr/.

13 FINAL PROVISIONS

13.1 These General Terms and Conditions become valid on the date of publication and take effect on **23 October 2026**. From the date they take effect, these GTC replace the General Terms and Conditions of the Gopass programme that were in force until 22 October 2026.

13.2 Reduced prices, discounts, goX cashback, rewards and all other benefits available to Gopass programme members are not legally enforceable.

13.3 Every Gopass programme member is required to familiarise themselves with the current version of these GTC when registering for the Gopass programme and before finally confirming the purchase of a Service in the Gopass System at www.gopass.travel.

13.4 GOPASS SE is entitled to unilaterally amend these GTC or replace them in their entirety with a new version. GOPASS SE is also entitled to change the amount of goX cashback awarded at individual cashback levels, the cashback levels themselves or other goX cashback conditions, as well as the Services for which goX cashback cannot be used, the Business Partners at whose acceptance points 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 will inform Gopass programme members of each material change to these GTC sufficiently in advance by publishing the new version of the GTC at www.gopass.travel.

13.5 If any Gopass programme member does not agree to an amendment to these GTC, they are entitled, from the date on which the amended GTC are published, to terminate their Gopass programme membership with immediate effect by sending a written notice of termination to one of the following email addresses: info@gopass.sk, info@gopass.at, info@gopass.cz or info@gopass.pl. Immediate termination of membership will not affect the use of Services already purchased. The arrangements for using up any such Services will be agreed individually with the Gopass programme member. If the Gopass programme member does not terminate their membership as described in the preceding sentence, they will be deemed to have agreed to the amendment of these GTC. Consent to the amendment of these GTC will be deemed to have been given, in particular, through the Gopass programme member's conduct, including factual or legal acts by which the member continues to purchase Services in the Gopass System or earns or uses goX at the acceptance points of Selected Business Partners.

13.6 All matters not covered by these GTC shall be governed by the generally applicable laws and regulations in force in the Czech Republic and by the specific terms and conditions of the Business Partners applicable to the provision of individual Services.

14 GOPASS PROGRAMME CONTACT ADDRESS

GOPASS SE
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143 00 Prague 4
Czech Republic

Postal address:
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031 05 Liptovský Mikuláš 1
Slovak Republic

Gopass helpline: 0850 122 155
International helpline: +421 220 510 448
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Gopass helpline – Špindlerův Mlýn: +420 499 467 101
Email: info@gopass.cz, reklamace@gopass.cz
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SUPERVISORY AUTHORITY
Czech Trade Inspection Authority
Inspectorate for the Central Bohemian Region and the Capital City of Prague
Štěpánská 796/44
110 00 Prague 1
Czech Republic