



BUSINESS TERMS FOR PURCHASE OF AN E-SKI PASS

of the MONÍNEC s.r.o. Company, with registered office in Sedlec-Prčice, Moníneć 7, 257 91, Reg No. 257 70 659, registered under File No. C 68679 with the Municipal Court in Prague (hereinafter the “Operator”), for the “E-skipas” on-line shop on the website at <https://eskipas.moninec.cz/en> (hereinafter the “business terms”).

1. INTRODUCTORY PROVISIONS

1.1. These business terms regulate the mutual rights and duties of the contracting parties, arising in relation to conclusion of a sales contract by means of the “E-skipas” on-line shop, which the Operator operates on the website at eskipas.moninec.cz (hereinafter the “website”).

1.2. Customers may purchase an on-line tariff in the “E-skipas” on-line shop on the Operator’s website, the purchase price of the on-line tariff is paid using the GoPay payment system.

1.3. By purchasing an on-line tariff, the Moníneć Complex customer undertakes to respect and adhere to these business terms, as well as the valid and effective operating rules of the Moníneć Complex issued by the Operator. Sale of an on-line tariff is realised in compliance with the provisions of the valid legal regulations, particularly Act No. 89/2012 Sb., of the Civil Code as amended (hereinafter also the “NCC”) and Act No. 101/2000 Sb., of the Act on Protection of Personal Data as amended.

2. PURCHASE OF THE ON-LINE TARIFF

2.1. In compliance with these business terms any natural or legal person may purchase on-line tariffs using the “E-skipas” internet shop under the terms set out below.

2.2. Only owners of a Moníneć Complex plastic chip card (hereinafter the “chip card”), which has a legible WTP number given on the reverse side of this chip card, may purchase an on-line tariff. The on-line tariff cannot be purchased without a chip card with a WTP number. The Operator issues chip cards with a WTP number at its ticket offices and at other distribution points, against payment of a refundable deposit of CZK 100. The customer enters the assigned WTP number to log-on to the “E-skipas” internet shop, which is accessible through the www.moninec.cz website in the “E-skipas” section, in which the options for selection of an on-line tariff are displayed. After selection and identification of the chosen on-line tariff, the customer is required to fill in the displayed electronic form and enter all the required information, particularly determine the type of person (adult, child, senior).

After filling in all the required information, the total sales price according to the valid e-shop price list (also given on <https://zima.moninec.cz/en/ski-pricelist>) is displayed and the customer is required to pay this after confirming the order. Binding confirmation of the order is considered the moment of conclusion of a sales contract. The aforementioned sales price is the end price, i.e. including all fees.

2.3. A detailed description and instructions with pictures for executing the transaction and how to proceed are available

on the Operator's website at www.moninec.cz in the "E-skipas" section. The customer is required to follow the instructions given on the Operator's website when using this service.

2.4. Only one on-line tariff can be activated on one chip card. Another on-line tariff can only be activated after the previously activated on-line tariff has been fully utilised.

2.5. Use of the chip card and on-line tariff is governed by the current operating rules for the Moníneć Complex, which are available at the main ticket office of the Moníneć complex, and also on the Operator's website at <https://zima.moninec.cz/en/10-commandments-fis>.

2.6. The on-line tariff only applies to a specific period chosen by the customer, which is a specific day for which the on-line tariff was purchased or a specific part of this specific day in the event of two, or four-hour on-line tariffs (hereinafter the "period"). Multi-day tariffs cannot be purchased on-line using the procedure according to these business terms, but only at ticket offices at the Moníneć Complex. The on-line tariff cannot be utilised during a period other than for which it was purchased. Failure to utilise the on-line tariff in this specific period, without the customer withdrawing from the sales contract according to Article 4 of these business terms, results in the on-line tariff expiring without a right to compensation of the purchase price.

2.7. The chip card is tied to the type of person (adult, child, senior) but not tied to a specific person and it can be transferred without any restrictions to the same type of person for whom the specific chip card is validly issued. In compliance with Article 3(3.1) of these business terms, the types of persons and individual prices of on-line tariffs applying to them are defined in more detail in the valid price list, which is available on the Operator's website or at the main ticket office at Moníneć Complex. In order to prove the legitimacy of a claim to the discounted price of the on-line tariff for a specific type of person (adult, child, senior), the customer is required to submit a valid document at the Operator's request, at any time, which clearly shows the right to be classified in the specific price category depending on the type of person (ID card, insurance payer's card, etc.). If the customer does not submit proof of the right to a discounted price for the on-line tariff to the Operator by procedure according to the preceding sentence, the Operator is entitled to refuse to provide the customer with transport without the customer being entitled to compensation of the purchase price for the on-line tariff.

2.8. The purchased on-line tariff will be activated the first time the customer passes through the tourniquet for the Operator's chairlift. After activation of the on-line tariff, the customer is not able to withdraw from the sales contract.

2.9. The chip card only serves as a travel document after activation of the on-line tariff by the method described in Article 2(2.8) of these business terms. Until this time, the chip card does not entitle its holder to travel on the chair-lift.

3. PRICE

3.1. The purchase prices of on-line tariffs are identical to the prices according to the currently valid price list for the specific season, which is published on the Operator's website or at the Moníneć Complex ticket offices. The prices of on-line tariffs are different to the sales prices at the Moníneć Complex ticket office.

3.2. No discounts can be applied when purchasing an on-line tariff, the customer is charged the full price according to the currently valid price list published on the Operator's website.

3.3. Payment for a selected on-line tariff (hereinafter "payment of the sales price") takes place using the GoPay payment system, to which the customer is transferred after confirming the order for the on-line tariff. After the order has been successfully sent, the customer is sent a confirmation e-mail to the e-mail address given in the order, which serves as confirmation of payment (hereinafter the "confirmation e-mail"). Execution of payment in the GoPay payment system is confirmed and certified by this confirmation e-mail sent to the customer to the e-mail address given in the order. The customer has the option of obtaining more detailed information about the payment after logging-on to his GoPay account by procedure described in the confirmation e-mail. The purchase price is paid when it is credited to the Operator's account given in the confirmation e-mail. If the amount representing the purchase price for the on-line tariff was debited from the customer's relevant bank account during the process of payment of the sales price using the GoPay system, without a confirmation e-mail being generated or if a similar technical error occurred, as a result of which the amount representing the purchase price for the on-line tariff was debited from the customer's account without the purchase

price being paid, the customer is only entitled to apply this claim against the bank that issued the card by means of which the unrealised transaction took place. Claims applied against the operator shall be disregarded.

3.4. Purchases made using the GoPay payment system can be realised at any time, the system is operational non-stop, apart from service breaks. The Operator's customers will be notified of planned service breaks in the system and the resulting inability to make payments during this time period, without unnecessary delay on the Operator's website.

3.5. The customer receives the tax document of payment of the purchase price on request, against submission of the confirmation e-mail from the GoPay system, at the Operator's ticket office. The customer may also request that a tax document be sent to him, by e-mail sent to the Operator's e-mail address eskipas@moninec.cz. The tax document according to the preceding sentence shall be sent to the customer on receipt of the confirmation e-mail from the GoPay system to the customer's e-mail address.

4. WITHDRAWAL FROM THE SALES CONTRACT FOR PURCHASE OF AN ON-LINE TARIFF

4.1. Customer's who purchase an on-line tariff more than 14 days before commencing use of the service, are entitled to withdraw from the sales contract without giving a reason during these 14 days, by e-mail sent to the Operator's e-mail address, or personally at ticket offices at the Moníneć Complex or by calling the Operator's telephone number published on its website. When withdrawing from the sales contract, the amount representing the purchase price of the on-line tariff is refunded by bank transfer to the bank account from which the payment was made.

4.2. Customers who purchase an on-line tariff less than 14 days before commencing use of the service are entitled to withdraw from the sales contract without giving a reason, in the same manner, but only until commencement of provision of the service (i.e. before the calendar day on which the period for which the tariff was purchased begins). Withdrawal according to this article is therefore only possible until the end of the calendar day preceding the date of required commencement of provision of the service, i.e. personally at the ticket office by the end of the ticket office's opening hours on the preceding day, by e-mail or by telephone by 24.00 on the day preceding the date of provision of the service. By purchasing a tariff for a specific period, the customer consents to the fact that the service will be provided on the specific date (regardless of whether the customer actually uses this service or not) and will not be entitled to withdraw from the sales contract for purchase of an on-line tariff after this service is provided, and that the paid sales price for the on-line tariff is therefore non-refundable even if the service is not utilised.

4.3. Withdrawal from the sales contract takes place as follows.

4.3.1. If the sales contract is withdrawn from by e-mail or by telephone, the customer gives the WTP number of the chip card, the purchase price of the on-line tariff and other required information from the e-mail confirming the order, such as the customer's name and surname and the order number. If the customer withdraws from the sales contract by e-mail, he also submits the confirmation e-mail from the GoPay system, he also provides this document physically at the Operator's request in cases when he withdraws from the sales contract by telephone. On the basis of this data, the Operator verifies that the order was duly sent, the purchase price paid and subsequently deletes the purchased on-line tariff from the chip card and transfers the money back to the specified customer's account.

4.3.2. If the customer withdraws from the sales contract personally at the Moníneć Complex ticket office, he submits the confirmation e-mail of payment from the GoPay system, which states for what period and when the on-line tariff was purchased (by procedure complying with item 4.1 of these business terms).

5. CLAIM RULES

If the delivered service (hereinafter the "E-skipas") is defective (i.e. does not contain the ordered services, is damaged, etc.), the customer is required to apply any claims on the basis of defects without undue delay in the following manner:

- after he establishes the reasons for application of a claim, i.e. on the day on which the service was not provided in the arranged or normal scope, quality, quantity and time, otherwise the right to a claim expires,
- personally depend on the claimed service, at the Moníneć Complex ticket office or by sending an e-mail to info@moninec.cz.

Subsequently established defects will not be acceptable. After examining the applied claims, Moníneć s.r.o. will decide on the method by which the claim is settled within 30 days from the date it is applied. The customer is required to provide

documents related to purchase of the service and additional assistance required by the Moníneć s.r.o. Company during settlement of the claim. The Operator will send a statement regarding the claim and the manner of removal of defects in the service on which the claim is based, to the customer by e-mail or by postal service.

6. FINAL PROVISIONS

6.1. If any of the provisions of these business terms is invalid or ineffective or becomes invalid or ineffective, the provision according to the relevant legal regulations, which is the closest to this invalid or ineffective provision, shall be used instead of the invalid or ineffective provision. The remaining provisions are not affected by the invalidity or ineffectiveness of such a provision.

6.2. The rights and duties of the parties in matters not regulated by these business terms are governed by the relevant provisions of Act No. 89/2012 Sb., Civil Code as amended.

6.3. The Operator is entitled to amend or supplement the wording of these business terms. However, this provision does not affect the rights and duties arising while the previous wording of the business terms was in effect.

6.4. By concluding a sales contract the customer gives his consent to the Operator to the processing of his personal data provided to the Operator during conclusion of the sales contract, for the purpose of the customer's due identification as a contracting party to the sales contract and for the purpose of assuring due performance of the duties of the contracting parties arising from the sales contract and also for the purpose of further provision of services by the Operator to the customer. The customer grants this consent for an unlimited period, for at least the duration of the contractual relationship and until it withdraws this consent at the latest. After termination of the contractual relationship, the customer may withdraw his consent, in compliance with Act No. 101/200 Sb. on Protection of Personal Data as amended, at any time, by using a verifiable method. The Operator shall use the provided personal data for the purpose of providing services to the customer. By concluding a sales contract, the customer confirms that he has been duly informed of all the duties of the Operator, as the controller of personal data, within the meaning of Act No. 101/2000 Sb. on Protection of Personal Data as amended, and of all the circumstances of which the Operator, as the controller, is required to inform the customer.

6.5. By purchasing an on-line tariff, the customer accepts all the provisions of these business terms by which he is bound during conclusion of the sales contract, without any reservations, and by ticking the "I agree to the business terms" field in the order form for the on-line tariff in the Operator's "E-skipas" on-line shop, the customer gives his explicit consent to these business terms.

6.6. The wording of the business terms that is available on the Operator's website site in the "E-skipas" on-line shop as of the date the specific sales contract is concluded, is considered valid and effective.