



GENERAL TERMS AND CONDITIONS

I.

Definition of terms and introductory provisions

1. The purpose of these General Terms and Conditions ("T&C") is to create a legal framework and to define the rights and obligations of the parties in the provisioning of the Services (as defined below). The T&C are prepared in accordance with §273 (1) of Act No. 513/1991 Coll., the Commercial Code as amended (the "Commercial Code").
2. The T&C comprise an integral part of every Contract and/or Reservation based on which the Hotel provides the Client with any Service and the Client pays the agreed remuneration for such Service(s). Agreements deviating from a Contract and/or Reservation and any addendum thereto take priority over the text hereof. The Client's Terms and Conditions may only be accepted when the Parties specifically agree to do so in writing.
3. The terms beginning with capital letters have the meaning attributed herein or as specified in the Contract, and include both singular and plural versions.
4. The Hotel is defined as the facility providing accommodations designated at Hotel Mamas at the following address:
Chorvátska 2, 811 08 Bratislava, phone: reception: +421 2/5026 9100, repcia@hotelmamas.sk, the owner and operator of which is Hotel Mamas a.s., with registered office at Chorvátska 2, 811 08 Bratislava, ID No.: 47 22 17 21, Tax ID: 2023825507, VAT ID: SK2023825507, registered in the Commercial Register at Bratislava III Municipal Court, section: Sa, file no.: 6838/B (the "Company").
5. The Client is defined as a natural person or legal entity, which concludes a service agreement with the Hotel or sends the Hotel a binding Reservation, or on whose behalf an Organiser concludes a service level agreement or on whose behalf an Organiser sends the Hotel a binding Reservation.
6. An Organiser is a natural person or legal entity who organisationally, technically, or otherwise arranges an event or reservation for a group under Article I (17) and (18) herein on behalf of or for a Client and for such purposes enters into a contractual relationship with the Hotel.
7. The Hotel and the Client are the Parties.
8. Early check out means the Client's early departure and end of their stay at the Hotel prior to the agreed date of departure from the Hotel.
9. Early check in means early check-in of the Client for their stay in the Hotel prior to 3:00 PM on the agreed date of arrival at the Hotel.
10. Late check means the Client's late departure and end of their stay at the Hotel after 11:00 AM

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on the agreed date of departure from the Hotel.

11. No show means the failure of the Client to arrive for their stay in the Hotel without the Client cancelling its reservation for the Services.

12. Pre-authorisation means withholding funds on the Client's payment card pursuant to Article III (9) and (10) herein.

13. ResDiary – online reservation platform

14. Service means any service provided by the Hotel, but primarily accommodations, catering, congress services and wellness services.

15. The Contractual Relationship between the Hotel and Client related to the provisioning of a Service or Services may be concluded in the following forms:

a) conclusion of a written Service Level Agreement ("Contract") between the Hotel and Client, or

b) the Hotel's confirmation of a Reservation made in writing or via email.

16. Vis major refers to any event occurring independent of the will of the hotel and which prevents the Hotel from providing a Service or Services to the Client if the Hotel cannot be reasonably expected to avert or overcome such event or its consequences, or if it could have foreseen such event at the time its commitment to the Client was established.

17. A Group is a group of 10 (ten) or more persons (or a reservation for at least 10 (ten) rooms occupied by 1 (one) person each or 5 rooms with 2 (two) persons each) who collectively reserve the Hotel's

Services or who reserve the Hotel's Services at the same time

18. An Event is a gathering attended by a larger number of Clients, i.e.

10 (ten) or more people, and which is associated with the provision of multiple types of Services by the Hotel.

19. A MICE event is an Event within which a Client orders 10 (ten) rooms occupied by 1 (one) person or 5 (five) rooms occupied by 2 (two) persons in the Hotel with ancillary services or without them.

20. The Hotel's Price List is the price list for Hotel rooms and other Services valid at the time a Contract is concluded and/or at the time the Services are provided.

21. A Voucher authorises the holder of the Voucher to redeem it for specific purposed Services. The Hotel issues all Vouchers and each has a specific validity shown on its reverse side from the purchase date, and no extension thereof is permitted. The Hotel reserves the right to define the period during a calendar year when a specific Voucher may be redeemed. The Client reserves the Service from a Voucher at reception over the phone by calling +421 2/5026 9100 or via email at recepacia@hotelmamas.sk.

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22. The T&C comprise an integral part of every Contract, Order and/or Reservation based on which the

Hotel provides the Client with any Service and the Client pays the agreed remuneration for such Service(s). Agreements deviating

from a Contract, Order and/or Reservation and any addendum thereto take

priority over the text hereof. The Client's Terms and Conditions may only be accepted when the Parties specifically agree to do so in writing.

23. The Accommodation Regulations are the Hotel's document stipulating the conditions for accommodation in the Hotel which is

available at the Hotel's reception desk, in the Hotel's rooms, and on the Hotel's website and is binding for all Clients of the Hotel at the moment they register for their stay at the Hotel.

24. The Claims Procedure is the Hotel's documents which stipulate the conditions for claims involving Services provided by the Hotel which is available at the Hotel's reception desk, in the Hotel's rooms, and on the Hotel's website and is binding for all Clients of the Hotel at the moment they register for their stay at the Hotel.

25. A Reservation is the Client's binding reservation for Services made via the Hotel's website www.hotelmamas.sk, or in another reservation system (e.g. booking.com, expedia.com etc.).

26. These T&C (version 1) are binding for the Hotel on the date of their publication on the Hotel's website

www.hotelmamas.sk and for the Client at the moment of the conclusion of a Contract pursuant to Article I (15)

(a) herein or at the moment the Reservation is sent to the Hotel pursuant to Article I (15) (b) and (21) herein.

27. When making a reservation, the Client confirms their agreement with the T&C.

28. The Hotel reserves the right to amend the T&C. The requirement to post a written version of the T&C

is met upon their posting on the Hotel's website.

II.

Services

1. Upon conclusion of a Contract, the Hotel commits to provide the Client with Services in the agreed scope, in particular

in the scope specified in the Contract and the agreed quality, whereby the Client has the obligation to pay the Hotel the agreed price

for such Service(s) and to provide reimbursement for any damage caused in connection with the use of such Service(s).

2. The Hotel provides accommodation services under the following conditions:

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- a) The Hotel shall make the reserved type of room for the Client available by 3:00 PM on the agreed date of the Client's arrival for their stay. The Client is only entitled to Early check in when specifically agreed upon with the Hotel at the conclusion of the Contract per the valid Price List;
- b) The Client is entitled to use a specific category of room, but a specific type of room will only be provided when approved by the Hotel in writing;
- c) The Client shall leave and vacate the room on the agreed date of departure by 11:00 AM on the agreed date of departure from the Hotel unless otherwise agreed by the Parties in advance;
- d) in the case of Late check out, the Hotel may charge the Client a fee in the amount of
- (i) €10 (ten euros) per hour for departure from the Hotel between 11:01 AM and 2:00 PM on the agreed date of departure;
 - (ii) 100 % (one hundred percent) of the price of the room specified in the Hotel's Price List for departure from the Hotel after 6:01 PM and later on the agreed date of departure, whereby the Client shall pay such fees without the Client having any entitlement to any other Hotel Services associated with accommodation;
- e) in the case of Early check in prior to 7:00 AM, the Client shall pay the Hotel the price of accommodation for the entire preceding night;
- f) if the Client does not register at the Hotel by 12:00 AM (midnight) on the agreed date of arrival at the Hotel, the Hotel may provide the reserved room to another Client unless otherwise agreed by the Parties and failure to register at the Hotel is considered a no show for which the no show cancellation fee applies per the conditions specified in the reservation confirmation;
- g) The Client shall promptly upon receiving their room from Hotel staff examine the room and report any deficiencies, irregularities or defects immediately upon their discovery to the Hotel's reception desk. The Client shall likewise proceed if they identify any damage to a room or its contents. If the Hotel identifies damage to a room or its contents after a Client's stay ends without the Client notifying the Hotel's reception desk of such fact, the Client shall reimburse the Hotel for damage to the room and its contents in full;
- h) The Client commits to comply with the Hotel's Accommodation Regulations.
3. The Hotel is not liable for failure to deliver any Service or Services ordered by the Client due to vis major circumstances.

III.

Prices for Services and payment terms

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1. The Client shall pay the Hotel the agreed price for any provided Service, including any Service the Hotel provided to any third parties at the specific request of the Client.
2. If no price for a Service is agreed upon by the Parties in the Contract, the Client shall pay the price specified in the Hotel's Price List for individual Service and which is valid at the the Service(s) are provided.
3. Prices for Services specified in the Hotel's Price List are final and include value added tax, but do not include local taxes, which are paid by the Client during final billing upon departure from the Hotel.
4. The Hotel may change the prices for Services compared to the Hotel's Price List if the Client changes the number of reserved rooms, the scope of services, the length of their stay or other conditions with the Hotel's approval.
5. The Hotel may seek payment in advance from the Client during conclusion of the Contract.
6. Unless the Parties agree otherwise in advance, the basis for invoicing Services reserved and used by a Client is either (a) an invoice, or (b) a final bill with a cash register receipt for any payment by card or in cash and which will be issued on the date of the Client's departure from the Hotel or the date on which the Client used the reserved Service.
7. An invoice shall contain all pertinent details as required by valid Slovak law. Invoice payment terms may be 14 (fourteen) days from the date of issuance, if not paid by card or in cash; in case of a bank transfer, the invoice is considered paid on the date the Hotel may dispose of the paid amount, i.e. the date on which the relevant amount was credited to the Hotel's invoice specified on the invoice.
8. A card payment may be made prior to or after the Client uses a Service based on the details provided by the Client as required to complete payment, i.e. the authorisation form. By providing payment card details, the Client expressly agrees to their use.
9. The Hotel may demand a security deposit from the Client in the amount of €50 (fifty euros) for the purpose specified in Article III (10) herein in the form of a Pre-authorisation on the Client's payment card. By acknowledging the security deposit on the registration form, the Client agrees to the Hotel's deposit and its usage hereunder.
10. The Hotel may satisfy its receivables involving the Client from the Client's security deposit as identified during the use of any Service at the Hotel, or during or after the Client's departure from the Hotel, such as for payment for usage of the mini bar, reimbursement for damages, any fine or other Client liability to the Hotel.
11. In the case of Pre-authorisation under Article III (13) herein, the Hotel may withhold funds for a maximum of 14 (fourteen) days from the date of entering the request to withhold

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funds on the Client's payment card. If the Client uses Services for a period of more than 14 (fourteen) days, the Client shall be called upon by the Hotel to come to the Hotel's reception desk, including repeatedly, to provide their cooperation to complete such Pre-authorisation.

12. If the Hotel's receivable against the Client exceeds €50 (fifty euros) the Hotel shall issue an invoice for payment of such receivable pursuant to Article III (10) herein, in which the security deposit of €50 (fifty euros) shall be deducted, and in which the balance due shall be provided with a 14 (fourteen) day payment term.

If the invoice is not paid in full in a timely manner, the Hotel shall collect payment from the Client as specified by relevant laws for any outstanding balance over and above the security deposit.

13. If the Hotel's receivable against the Client is less than €50 (fifty euros) the Hotel shall refund the remainder of the security deposit to the Client by releasing the balance of the retained security deposit after the Service has been provided, but at the latest on the date when the withholding of the funds ends pursuant to Article III (11) herein, whereby the Hotel shall provide the Client with a final billing statement after the Service is provided or shall send it to the address (mailing or email address) which the Client provided on the registration form.

14. If the Client does not have any receivable against the Client pursuant to Article III (10) herein, the Hotel shall refund the security deposit by releasing the withheld security deposit on the date the Service is provided, or on the latest on the date when the withholding of the funds ends pursuant to Article III (11) herein at the latest, whereby the Hotel shall provide the Client with a final billing statement after the Service is provided or shall send it to the address (mailing or email address) which the Client provided on the registration form.

15. The Hotel shall inform the Client of any additional use of the security deposit to pay their receivables against the Client pursuant to Article III (10) herein and the reasons for such additional billing after the Client's departure from the Hotel.

16. If the Client is in default with payment for any provided Service, the Hotel may charge the Client default interest as specified in Slovak law.

IV.

Additional provisions

1. The Client is not authorised to make any changes or otherwise alter any parts of the Hotel without the prior written approval of the Hotel.
2. The Client is fully responsible for any damage to the interior furnishings of the Hotel. The above

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applies if a Client brings a dog to the hotel, and they are fully responsible for all Hotel property caused by any dog or other pet. The dog (pet) fee is set at €10 per night. Additional conditions related to accommodation in the Hotel with a dog or other pet are specified in the Accommodation Regulations.

3. The Client shall protect Hotel premises, the Hotel, and the property located therein from damage or destruction. If such damage is imminent, the Client commits to intervene to prevent such damage in a manner appropriate to the circumstances of the threat.

4. If the Client leaves Hotel premises dirty or leaves other rubbish behind (boxes, bags, decorations, etc.) they shall pay the Hotel a minimum fee of €50 (fifty euros) for cleaning every such used space, or depending on the scope of such rubbish.

25. The Hotel is not liable for Client injuries suffered during leisure activities of any kind, and only if such injury resulted from the gross negligence or deliberate action on the part of the Hotel.

V.

Hotel withdrawal from the Contract

1. The Hotel may withdraw from the Contract if:

a) such right was agreed upon with the Client in writing for reasons specified in the Contract,

b) the Client no longer seeks fulfilment from the Hotel,

c) the Client has due and unpaid liabilities to the Hotel,

d) payment in advance or a deposit payment was agreed in the Reservation, and the Client did not provide it in a timely manner, whereby the Hotel may withdraw from the Contract until the moment the Client fulfils such commitment at the latest,

e) circumstances occur for which the Hotel is not responsible (e.g. vis major) which render it impossible

to fulfil the Contract,

f) Services were reserved with false, misleading or incorrect information from the Client or other material facts,

g) the Hotel has a justified reason to believe that the use of its Services could threaten the proper operation, safety or respectability of the Hotel with respect to the public, or

h) the Client violates and/or breaches the provisions hereof and/or the Accommodation Regulations.

VI.

Liability for damage caused to items brought in or left behind

1. The Hotel is liable for damage caused to items brought in or left behind which were brought in by or for Clients

unless the damage would have occurred otherwise. This covers items that were brought into Hotel premises reserved for accommodation or the storage of specific items and which were turned over

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to Hotel staff for such purposes and about which an official document was prepared.

2. The Hotel is only liable for damage to items including jewels, money and other valuables up to the limits specified in regulations implementing Act No. 40/1964 Coll., the Civil Code, as amended. There is no limit on reimbursement for damages for items turned over to the Hotel for special safekeeping. The Client must seek such reimbursement in the Hotel without undue delay after discovering such damage; this right expires if not applied by the 15th (fifteenth) day after the date on which the injured Client learned of such damage.

3. Provision of a parking space in the car park does not establish any storage agreement between the Hotel and Client and therefore the Hotel is not liable for any theft from or damage to a motor vehicle and/or its accessories.

VII.

Wellness area entry conditions

1. Persons under the influence of alcohol or other narcotic and psychotropic substances, as well as persons with obvious symptoms of an acute illness (fever, cough, etc.) and infectious skin disease are not allowed to enter the Wellness areas located on the Hotel premises.

2. When using Wellness services, the Client shall comply with the Wellness area entry conditions. The entry conditions are also posted at the entrances to Wellness areas.

3. Clients shall conduct themselves in the Wellness area in such a way so as to prevent injury and property damage. Inappropriate or rude behaviour on the part of the Client towards other clients will result in the immediate termination of the Client's visit to the Wellness area, without the right to a refund of the entrance fee, or the end of their stay in the Hotel.

4. When leaving the Wellness area, the Client shall return all borrowed items (towels, sheets, bathrobe, etc.). For non-returned items, Wellness will request compensation in their acquisition value.

5. The Client must make any claims involving improper billing immediately after they are presented with their bill for provided Wellness services or other services, as no other claim will be honoured.

6. The Client acknowledges that

- use of the Wellness services and Wellness facilities presents a potential risk for injury or property damage for the Client.
- activities in the Wellness area may be physically demanding and pose a risk of physical injury;
- the Client's health must be appropriate for the safe use of Wellness services and Wellness facilities as defined in Article VII (1) herein;
- The Hotel is not liable for any injury suffered by the Client as a result of other contraindications

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known only to the Client, which preclude the use of some Wellness services;

- The Hotel is not liable for injury or damage caused to the Client as a result of their health not permitting the safe use of Wellness services and Wellness facilities or caused by inappropriate use of the equipment located in the Wellness area.

7. Neither the Hotel, nor its staff or other persons involved in providing Wellness services are liable:

- for damage to property kept outside of the designated storage area;
- for the death, injury or illness of the Client, which occurred in the Wellness area, except such a consequence was caused by the Hotel, its staff, or other persons involved in providing Wellness services as a result of breach or neglect of their duties.

8. The Client is responsible for proper use of Wellness facilities (including setting the level of difficulty and adjusting sports and relaxation equipment). If the Client has any doubts as to the proper adjustment of any equipment, they must consult this question with a hotel employee.

9. Legal guardians are solely responsible for any minors.

10. If a Client needs to cancel or reschedule a Wellness appointment, they must give at least 24 (twenty four) hours advance notice, if not, the Client will be charged 100% (one hundred percent) of their Wellness visit / procedure.

11. By signing the Hotel Mamas Wellness Waiver, the Client confirms they have reviewed the personal data protection policy posted at www.hotelmamas.sk ochrana-osobnych-udajov or the paper version of this policy available at Hotel Mamas.

12. Personal data are processed for the necessary period and for the purposes of providing Wellness services.

VIII.

Vouchers

1. Vouchers are only valid for a single purchase of selected Services depending on the selected type of Voucher, and only up to the expiration date shown on the individual Voucher. The expiration date on the Voucher only applies to the moment of payment for an ordered Service and not the actual delivery of such Service based on a Voucher. Payment for an ordered Service may be

completed using a payment gateway or authorisation form, or via the online reservation system in the case of a Voucher for a stay.

2. After the expiration of a Voucher, the Client is no longer entitled to the rights granted under the Voucher itself or to any refund of the price for the given Service. The same applies in kind if the Client fails to appear at the place of Service delivery.

3. In the case of a Voucher for a stay, the Client acknowledges that the price of the Voucher does not include the local fee in the amount specified in the currently valid Bratislava city ordinance.

4. If a stay reserved using a Voucher is cancelled less than

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48 (forty eight) hours before the agreed date (of arrival), a cancellation fee of 100% (one hundred percent) of the value of the Voucher (for the ordered Service) is applied. The Voucher is then invalidated and can no longer be redeemed.

IX.

Final provisions

1. These T&C and all legal relationships established on their basis are governed by Slovak law.
2. Any disputes related to the T&C and the Contract shall be settled by the competent court in Slovakia.
3. The Hotel's Claims Procedure is used to resolve claims made by Clients in relation to Services provided by the Hotel. If a Client, who is a consumer, is not satisfied in the manner in which the Hotel handled their claim, or believes the Hotel violates their rights, the Client has the right to appeal to the Hotel as the seller with a request for remedy.
4. If the Hotel responds negatively to the Client's request pursuant to the previous sentence or fails to respond to such request within 30 (thirty) days from the date sent by the Client, the Client has the right to petition to begin alternative dispute resolution with an alternative dispute resolution body pursuant to §12 of Act No. 391/2015 Coll. on Alternative Dispute Resolution in Consumer Complaints, and on amendment of certain acts.
5. The relevant alternative dispute resolution body for consumer complaints involving the Hotel as the seller is:
 - a) Slovenská obchodná inšpekcia (Slovak Trade Inspection), which may be contacted at the following address:
Ústredný inšpektorát SOI (Central Inspectorate), Odbor medzinárodných vzťahov a ARS (Department of International Relations and Alternative Dispute Resolution), Prievozská 32, poštový priechod 29, 827 99 Bratislava, or via email at ars@soi.sk, or adr@soi.sk, or
 - b) another relevant and authorised legal entity registered in the list of alternative dispute resolution bodies maintained by the Ministry of Economy of the Slovak Republic (the list is available online at <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>)
whereby the Client has the right to select which alternative dispute resolution body to contact.
6. The Client may file their petition for alternative resolution of their consumer complaint using the on-line alternative dispute resolution platform accessible at:
<https://ec.europa.eu/consumers/odr/main/?event=main.complaints.screeningphase>. More

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information about alternative dispute resolution for consumer complaints is available online on the Slovak Trade Inspection website: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>.

7. If the individual provisions hereof are or become ineffective or invalid, such fact does not impact the validity or efficacy of the remaining provisions hereof.

8. Unless otherwise agreed upon by the Parties and/or herein, any written correspondence between the Parties shall be exchanged in person, via registered mail with delivery confirmation or courier, or via another agreed form to the address specified in the Contract, a Reservation, or other reported address. In case of unsuccessful delivery, including rejection of the shipment, the day of return of the shipment to the sender will be considered as the day of proper delivery.

9. When using a Hotel Service or Services, the Client commits to respect the intellectual property rights of the Hotel and/or third parties. The Hotel is not liable for any violation of third-party intellectual property rights by the Client. The Client shall provide reimbursement for any damage caused to the Hotel or third parties in connection with violation of intellectual property rights.

10. Personal data provided by the Client in the process of reserving Services or in the process of using Services or in connection with the use of Services shall be processed pursuant to relevant personal data protection, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR"). The provided personal data shall be processed in the "Ellipse – hotelový systém" information system for the purposes of reserving Services, preparing Contracts, the use of services, and their related billing.

11. Personal data shall only be provided or disclosed in accordance with GDPR to recipients, third parties and other processors (who administer, operate or service individual systems used by the Hotel to provide Services).

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