

General Terms and Conditions of Smart City Service services

These General Terms and Conditions (hereinafter referred to as the **GTC**) govern the use of the services of the Smart City Service operated by Smart City Services s.r.o., with its registered office at Mlynské Nivy 16, 821 09 Bratislava, Slovak Republic, ID 44 489 650, legal form: limited liability company registered in the Commercial Register of the District Court Bratislava I, Section: Sro, file No.: 55375/B, email: concierge@twincity.sk, tel. No .: +421 908 800 575 (hereinafter referred to as the “**Company**”).

Definition of terms:

Client	A natural person who is in an employment or other contractual relationship with the Employer
Employer	A natural or legal person who owns, has leased or subleased premises in the Twin City B, Twin City C or Twin City Tower buildings if the Company does not specify otherwise
Membership	Membership in a program operated by the Company, the subject of which is the provision of SCS Services
SCS Services	A set of services provided by the Company to the Client - HI.BIKE, SCOOTER and CONCIERGE
Twin City B	The building of Twin City B with the property registration number 7788, built on plot of "C" register with plot No. 9095/16, located on Mlynské Nivy Street in Bratislava, in the district of Bratislava I, Bratislava - Staré Mesto municipality, cadastral area of Staré Mesto, which is registered on title deed No. 9743 maintained by the Bratislava District Office, the cadastral department as the "Mlynské Nivy 12" construction
Twin City C	The building of Twin City C with the property registration number 7816, built on plot of "C" register with plot No. 9095/20, located on Mlynské

Nivy Street in Bratislava, in the district of Bratislava I, Bratislava - Staré Mesto municipality, cadastral area of Staré Mesto, which is registered on title deed No. 9744 maintained by the Bratislava District Office, the cadastral department as the "Mlynské Nivy 14,16" construction

Twin City Tower

The Twin City building, object A1, with the registration number 7894, located on plot of "C" register, registered on cadastral map, plot No. 9095/7 with an area of 436 m², type of land: built-up areas and courtyards and 9095/14 with an area of 5,365 m², type of land: built-up areas and courtyards, located on Karadžičova Street in Bratislava, district of Bratislava I, municipality of Bratislava - city district Staré Mesto, cadastral area of Staré Mesto, which is registered on title deed No. 9682 maintained by the District Office Bratislava, Cadastral Department.

HI. BIKE

The Brompton bicycle rental service operated by the Company, the special conditions of which form Annex No. 1

SCOOTER

The XIAOMI scooter rental service operated by the Company, the special conditions of which form Annex No. 2

CONCIERGE

The service of providing services and supplying goods through third parties operated by the Company, whose special conditions form Annex No. 3

Unforeseeable event

An event whose occurrence, course and termination cannot be objectively influenced by the Client or the Company and is irreversible. Such events include, but are not limited to, strikes, lockouts, labor disputes, force majeure, acts of terror, riots, deliberate damage, abuse by command, (regulation, directive) law or government, destruction of business operations,

fire, flood, storm, and other circumstances affecting the provision of SCS Services

Complaints procedure Complaints procedure issued by the Company for SCS Services, which form Annex No. 4

Form Form for withdrawal from the contract concluded under Act No. 102/2014 Coll. on consumer protection in the sale of goods or provision of services on the basis of a distance contract or contracts concluded outside the Seller's premises and on amendments and supplements to certain acts in connection with the SCS Services, which form Annex No. 5

1. General terms of use of SCS Services

1.1. Registration

1.1.1. Before using the SCS Services, the Client is obliged to create an account by registering on the website concierge.twincity.sk. By registering and creating an account, Membership is created for the Client and he/she is then authorized to use the SCS services.

1.1.2. The Client is obliged to provide the following information when registering:

- a) an e-mail address whose domain must match that of its Employer, unless the Company specifies otherwise,
- b) name and surname,
- c) any password.

1.1.3. The Client is obliged to provide correct and complete information when registering. If the Client fails to provide correct or complete information, the Company is not obliged to deliver the SCS Services to the Client and at the same time is entitled to cancel his/her Membership. The Client is responsible for the accuracy and completeness of the data for the entire duration of its Membership. In the event of a change of data, the Client is obliged to inform the Company of this fact without undue delay, or to update the data in his/her account.

1.1.4. All registrations are subject to control by the Company which is authorized to monitor and assess whether the registered natural person complies with the terms of SCS services. The Company reserves the right not to accept registration or to cancel Membership without giving any reason.

1.2. Membership

1.2.1. Upon successful registration, an activation e-mail will be delivered to the Client at the e-mail address specified by the Client upon registration, by which the Client activates their Membership. By activating the Membership, the account will automatically be created for the Client on the website concierge.twincity.sk. Upon activation of the Membership and fulfillment of other conditions in accordance with these GTC and special conditions for the use of SCS Services, the Client is entitled to use the SCS Services.

1.2.2. Membership is bound exclusively to a specific Client and the Client is not authorized to transfer or assign it to another Client or any other natural or legal person.

1.2.3. The Client undertakes not to provide access data to his/her account to another individual and to take all necessary steps to protect such data.

1.2.4. In the event that the Client breaches any obligation arising from these GTC, the Company is entitled to cancel its membership. The Company is entitled to cancel the Client's Membership without giving any reason with immediate effect.

1.2.5. The access and use of the client section on the website concierge.twincity.sk is secured by a combination of username and password and is accessible only to the Client. The Client is responsible for his/her username and password and is obliged to notify the Company without undue delay of any suspected breach of security (e.g. through unauthorized use of username and password).

1.2.6. Membership expires:

- a) when the natural person ceases to fulfill the conditions for being considered a Client under these GTC,
- b) voluntary cancellation of the Membership by the Client,
- c) termination of Membership by the Company,

- d) the death of the Client,
- e) at the moment of the termination of the provision of CCT Services.

2. Protection of personal data

- 2.1. When providing the SCS Services, the Company processes the personal data of the Client and other natural persons. More information about personal data protection is available at <https://concierge.twincity.sk/zasady-ochrany-osobnych-udajov> .

3. Withdrawal from contract and complaint

3.1. Complaints

- 3.1.1. All rights and obligations of the Client and the Company arising from the exercise of the right to complaint shall be governed by the relevant legal regulations of the Slovak Republic and the Complaints procedure.

3.2. Right of withdrawal from the contract

- 3.2.1. The Client has the right to withdraw from the Contract concluded with the Company, whose subject matter is the provision of any of the SCS Services within 14 days from the date of conclusion of the Contract, even without giving any reason.
- 3.2.2. In the event that the Client exercises the right to withdraw from the contract, the Client is obliged to do so by a clear statement sent to the Company at the Company's registered office or by e-mail. For this purpose, it may use the Form or may choose any other appropriate and provable form.
- 3.2.3. The Client is also entitled to withdraw from the contract via the Company's website <https://concierge.twincity.sk/files/sample-form-of-contract-withdrawal.docx>
- 3.2.4. The Client shall retain the withdrawal period if he/she sends his/her express notice of the exercise of the right of withdrawal before the withdrawal period expires.
- 3.2.5. The Client shall not be entitled to withdraw from the contract if its provision commenced with the explicit consent of the Client and the Client has declared that he/she has been duly informed that by

expressing this consent, he/she loses the right of withdrawal upon full provision of the SCS Services, and if the SCS Services have been fully provided.

3.3. Consequences of withdrawal

- 3.3.1. Upon withdrawal from the contract, the Company shall return to the Client all payments made in connection with the conclusion of the contract under the terms and conditions set forth in the GTC, or special terms of the SCS Services.
- 3.3.2. Payments will be refunded in the same way as they were made if the Client did not expressly agree to any other payment method, without charging any additional fees.
- 3.3.3. If the Client has withdrawn from the contract during the provision of SCS Services, the Client is obliged to pay the Company the price for the performance actually provided up to the day the Client notifies the Company of the decision to withdraw from the contract. The amount of such payment will be calculated aliquotly to the scope of SCS Services provided, taking into account all costs related to the delivery of the SCS Services.

4. Alternative dispute resolution

- 4.1. The Client has the right to submit a proposal to initiate an alternative dispute resolution pursuant to Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes and on Amendments and Supplements to Certain Acts, as amended.
- 4.2. The Client has the right to apply to the Company for a remedy if it is not satisfied with the manner in which the Company has handled the Client's complaint or if the Client believes that the Company has violated his/her rights.
- 4.3. The Client has the right to submit a proposal to initiate an alternative dispute resolution to the alternative dispute resolution entity if the Company has responded to his/her request as defined in previous paragraph negatively or did not reply to it within 30 days of the date of sending the request.

4.4. The list of alternative dispute resolution entities can be found on the website of the Ministry of Economy of the Slovak Republic <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>

4.5. The client can also lodge a complaint electronically via the European Commission website <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

5. Unforeseeable events

5.1. The Company is not liable to the Client or third parties in the event of delayed provision of the SCS Services or in the event of refusal to provide SCS Services due to Unforeseeable events. In such a case, the Company will inform the Client of the existence of an Unforeseeable event if it is objectively possible and shall provide the delayed or refused SCS Services immediately after it is objectively possible.

6. Delivery service

6.1. Correspondence between the Client and the Company is in writing and all documents will be delivered:

- a) in person,
- b) by registered mail, or
- c) electronically to the email address.

6.2. When sending by post, it is delivered to the address of the Client or Company's postal contact.

6.3. The postal address and email address may be changed by written notice.

6.4. The document is deemed delivered upon:

- a) the personal handing over of the documents,
- b) its receipt or the date of refusal of acceptance in the case of a postal item or the last day of the expiry of the storage period with the postal service provider or other authority pursuant to para. 6.5 below;
- c) the next business day after the date of sending the email.

- 6.5. If the Client or the Company fails to collect the document deposited with the postal service provider (Slovenská pošta, a.s.) or any other body that is obliged to store the document within the storage period or in case of any doubt about delivery, the document shall be deemed delivered on the last day of the expiry of the storage period with the postal service provider or other authority.
- 6.6. In the event of the depositing of a document at the postal service provider, the irrefutable legal presumption is applied that such a document is deemed to have been delivered to the third day following the deposit of the document with the postal service provider if it cannot be delivered due to the absence of the addressee.

7. Final provisions

- 7.1. The Client is obliged to familiarize himself/herself with the GTC as well as with the special terms and conditions of the SCS Services before using the SCS Services.
- 7.2. The Client expresses his/her express consent to the GTC and the special terms and conditions of the SCS Services, including all attachments at the moment of its registration and undertakes to comply with them.
- 7.3. Any communication between the Client and the Company shall be in Slovak language unless otherwise agreed between the Client and the Company.
- 7.4. The Company reserves the right to change the GTC or the special terms and conditions of the SCS Services, always in writing, and it is obliged to publish the change on the website concierge.twincity.sk and to notify the Client of this change via e-mail communication. Changes in the GTC or in the special conditions of the SCS Services shall take effect at the earliest on the first day of the calendar month following the month in which these changes were published and announced, unless otherwise specified in the amended GTC or in the notice.
- 7.5. Membership, the GTC as well as special terms and conditions of the SCS Services are governed by the applicable laws of the Slovak Republic, and disputes arising from them, as the case may be, belong to the exclusive jurisdiction of the courts of the Slovak Republic.

- 7.6. The Client is not entitled to assign or otherwise transfer liabilities, receivables, entitlements, rights or obligations related to SCS services to a third party without the Company's prior written consent.
- 7.7. The Client grants the Company consent to the assignment or transfer of liabilities, receivables, entitlements, rights or obligations related to the SCS services to a third party.
- 7.8. Nothing contained in the GTC or special terms and conditions of the SCS Services excludes or limits any right of the Client arising from Act No. 40/1964 Coll. the Civil Code, as amended, Act No. 250/2007 Coll. on Consumer Protection and on the amendment of the Act of the Slovak National Council No. 372/1990 Coll. on offenses as amended, Act No. 102/2014 Coll. on consumer protection in the sale of goods or provision of services on the basis of a distance contract or contracts concluded outside the premises of the seller and amending and supplementing certain acts and other provisions of the applicable Slovak consumer protection legislation.
- 7.9. The supervisory authority in consumer matters is the Slovak Trade Inspection, the STI Inspectorate for the Bratislava Region, with its registered office at Prievozská 32, 8 27 99 Bratislava, Slovak Republic, P. O. Box 29.
- 7.10. In the event of conflict between the provisions of the GTC and the special terms and conditions of the SCS Services, the special terms and conditions of the SCS Services shall prevail.
- 7.11. The GTC and special terms and conditions of SCS Services will come into effect on 1 May 2019.

Special conditions for the HI.BIKE service

(Annex No. 1)

These special conditions govern the use of the HI.BIKE service operated by Smart City Services s.r.o. , with its registered office at Mlynské Nivy 16, 821 09 Bratislava, Slovak Republic, ID: 44 489 650, legal form: limited liability company registered in the Commercial Register of the District Court Bratislava I, Section: Sro, file No.: 55375/B, email: concierge@twincity.sk, tel. no.: +421 908 800 575, the subject of which is the rental of Brompton brand bicycles.

These special conditions of the HI.BIKE service form Annex No. 1 to the General Terms and Conditions of Smart City Service services and are an integral part thereof. All definitions below have the meaning given in the Smart City Service General Terms and Conditions.

1. General provisions

- 1.1. HI.BIKE means the Brompton bicycle rental service to the Client by the Company pursuant to Section 659 et seq. of Act No. 40/1964 Coll., the Civil Code, as amended.
- 1.2. The standard operating time of HI.BIKE is 07:00 am - 7:00 pm from Monday to Friday apart from public holidays.
- 1.3. The Company will not provide HI.BIKE outside the standard operating time apart from pre-agreed exceptions.

2. The use of HI.BIKE

- 2.1. By renting a Brompton bicycle, the Client, as the rentee, concludes a rental agreement with the Company, as the renter, under Section 659 et seq. of Act No. 40/1964 Coll., the Civil Code, as amended.
- 2.2. The Client can ask the Company for the rental of a Brompton bicycle at the reception in the Twin City B, Twin City C or Twin City Tower building.
- 2.3. The Client is obliged to prove his/her identity with a valid identity document when renting a bike.
- 2.4. The Company will not unreasonably refuse to rent a Brompton Bicycle to a Client upon fulfillment of all conditions.

- 2.5. The Client acknowledges that the Company has a limited number of Brompton bicycles and rental within the meaning of paragraph 2.1. is only possible if a Brompton bicycle is currently available. The Client is only entitled to rent Brompton bicycles placed in a designated location, otherwise a Brompton bicycle not located in such a designated location is considered unfit for rental.

3. The rights and obligations of the Client

- 3.1. The Client is obliged to undergo instruction on the folding and unfolding of the Brompton bicycle with the Company representative before the first rental. The Client is obliged to notify the Company representative that he/she has not yet received instruction on folding and unfolding a Brompton Bicycle and at the same time ask it to perform the instruction. A violation of this obligation is considered a substantial breach of the contractual relationship and the Company is entitled to claim a contractual penalty of EUR 50.
- 3.2. The Company is entitled to invite the Client and the Client is obliged to demonstrate the ability to fold and unfold Brompton brand bikes. If the Client fails to demonstrate a sufficient level of technical handling of the Brompton bicycle or the ability to use it properly, the Company may refuse to rent a Brompton bicycle to the Client.
- 3.3. By renting a Brompton bicycle, the Client confirms that he/she has undergone instruction on its folding and unfolding and is aware of how to handle the Brompton bicycle to avoid any damage to third party health and property or damage to Brompton brand bicycles.
- 3.4. The Client is only allowed to borrow one Brompton bicycle at given time.
- 3.5. The Client undertakes that at the time of renting the Brompton bicycle, the Client is fully qualified regarding its health and meets all other conditions for cycling on public roads, in particular under Act No. 8/2009 Coll. on Road Traffic and on amendments and supplements to certain acts, as well as other relevant generally binding legal regulations.
- 3.6. The client is obliged to make sure that the Brompton bicycle, which is the subject of the rental, is in good technical condition (brakes, tires, etc.) and is fit for proper and safe use before using the Brompton bicycle. If the Client discovers any defect in accordance with the first

sentence of this clause, he may not use the Brompton bicycle and is obliged to notify the Company immediately of this fact in person at the appropriate reception or tel. no. +421 908 800 575.

- 3.7. The Client is obliged to comply with all generally binding legal regulations when riding a Brompton bicycle.
- 3.8. Should any defect occur at the time of rental, the Client is obliged to terminate the use of the Brompton bicycle without undue delay and return it to the Company without delay and notify the Company of the defect.
- 3.9. The Client is not entitled to carry out any interventions or repairs to the Brompton bicycle, except for routine maintenance (e.g. putting on a fallen chain or blowing up a tire), and the Client is not entitled to reimbursement of costs incurred from the Company.
- 3.10. The Client is obliged to use the Brompton bicycle properly, safely and in accordance with the normal use, while protecting it from damage, loss or theft.
- 3.11. The Client is not authorized to allow the use of a Brompton bicycle to a third party.
- 3.12. The Client is obliged to return the rented Brompton bicycle no later than two hours after the rental, but no later than until the end of the standard operating time, whichever comes first. If the Client breaches the obligation under this clause, the Company is entitled to claim a contractual penalty in the amount of EUR 50.00 for each day of delay, whereas for these purposes, the first day of delay is the day following the day of the rental.
- 3.13. If the circumstances do not allow the Client to return the Brompton bicycle according to the previous paragraph, he/she is obliged to contact the Company immediately on tel. no. +421 908 800 575 or in person and follow the Company's instructions and commands.
- 3.14. In case of theft, the Client is obliged to immediately report this fact to the Police Force of the Slovak Republic and the Company on tel. no. +421 908 800 575.

- 3.15. The Client shall promptly notify the Company of any damage to the Brompton bicycle or any third-party health or property related to the Brompton bicycle rental.

4. Liability

- 4.1. The risk of damage to the Brompton bicycle passes to the Client at the moment of the takeover of the Brompton bicycle and is borne by the Client until its proper return to the Company.
- 4.2. The Company shall not be liable for any damage to health or the property of third parties or the Brompton bicycle caused during the Client's rental period.
- 4.3. The Client is liable to the Company for any damage to the Brompton bicycle caused by its theft or use in violation of the GTC or HI.BIKE special conditions or other circumstances on the part of the Client for the duration of the rental of the Brompton bicycle.
- 4.4. If the Brompton bicycle is stolen or lost or damaged, the Client is obliged to pay the Company any damages incurred up to the amount of any costs actually incurred by the Company for damages compensation.
- 4.5. The Client is not entitled to interfere in any way with the Brompton bicycle or its individual parts, except for activities that are part of normal use or routine maintenance. Any interventions, modifications, or changes made by the Client shall be deemed to constitute a material breach of the contractual relationship with the Company and, in addition to the Company's entitlement to revoke the Client's Membership, the Company is also entitled to full compensation.

Special conditions for the SCOOTER service

(Annex No. 2)

These special conditions govern the use of the SCOOTER service operated by Smart City Services s.r.o. , with its registered office at Mlynské Nivy 16, 821 09 Bratislava, Slovak Republic, ID: 44 489 650, legal form: limited liability company registered in the Commercial Register of the District Court Bratislava I, Section: Sro, file No.: 55375/B, email: conciierge@twincity.sk, tel. no.: +421 908 800 575, the subject of which is the rental of XIAOMI brand scooters.

These special conditions of the SCOOTER service form Annex No. 2 to the General Terms and Conditions of Smart City Service and are an integral part thereof. All definitions below have the meaning given in the Smart City Service General Terms and Conditions.

1. General provisions

- 1.1. SCOOTER means the service of the rental of a scooter of the XIAOMI brand by the Client from the Company pursuant to Section 659 et seq. of Act No. 40/1964 Coll., the Civil Code, as amended.
- 1.2. The SCOOTER standard operating time is 07:00 am - 7:00 pm Monday to Friday excluding public holidays.
- 1.3. The Company will not provide SCOOTERS outside the standard operating time apart from pre-agreed exceptions.

2. The use of SCOOTER

- 2.1. By renting a XIAOMI scooter, the Client, as the rentee, concludes a rental agreement with the Company, as the renter, under Article 659 et seq. of Act No. 40/1964 Coll., the Civil Code, as amended.
- 2.2. The Client can ask the Company for the rental of a XIAOMI scooter at the reception in the Twin City B, Twin City C or Twin City Tower building.
- 2.3. The Client is obliged to prove his/her identity with a valid identity document when renting a scooter.
- 2.4. The Company shall not refuse to rent out the XIAOMI scooter to the Client after all conditions have been met for no reason.

- 2.5. The Client acknowledges that the Company has a limited number of XIAOMI scooters and rental within the meaning of paragraph 2.1. is only possible if a XIAOMI scooter is currently available. The Client is only allowed to borrow XIAOMI scooters located in a designated location, otherwise a XIAOMI scooter, which is not located in such a designated location, is considered unfit for rental.

3. The rights and obligations of the Client

- 3.1. The Client is obliged to undergo instruction on the folding and unfolding of the XIAOMI scooter with the Company representative before the first rental. The Client is obliged to notify the Company representative that he/she has not yet received instruction on folding and unfolding a XIAOMI scooter and at the same time asks it to perform the instruction. A violation of this obligation is considered a substantial breach of the contractual relationship and the Company is entitled to claim a contractual penalty of EUR 50.
- 3.2. The Company is entitled to invite the Client and the Client is obliged to demonstrate the ability to fold and unfold the XIAOMI scooter. In the event that the Client fails to demonstrate a sufficient level of technical handling of the XIAOMI scooter or the ability to use it properly and safely, the Company is entitled to refuse to rent the XIAOMI scooter to the Client.
- 3.3. By renting the XIAOMI scooter, the Client confirms that he has passed the instruction on its folding and unfolding and is aware of the manner in which he should handle the XIAOMI scooter in order to avoid any damage to the health and property of third parties or damage to the XIAOMI scooter.
- 3.4. The Client is entitled to borrow only one XIAOMI scooter at given time.
- 3.5. The Client undertakes that at the time of rental of a XIAOMI scooter, the Client is fully qualified regarding the health, and meets all other conditions for riding the XIAOMI scooter on public roads, in particular pursuant to Act No. 8/2009 Coll. on Road Traffic and on amendments and supplements to certain acts, as well as other relevant generally binding legal regulations.

- 3.6. The Client is obliged to convince himself before using the XIAOMI scooter that the XIAOMI scooter, which is the subject of the rental, is in good technical condition (brakes, tires, etc.) and is suitable for proper and safe use. If the Client finds any defect according to the first sentence of this paragraph, he may not use the XIAOMI scooter and is obliged to immediately notify the Company of this fact in person at the relevant reception or tel. no. +421 908 800 575.
- 3.7. The Client is obliged to comply with all generally binding legal regulations when riding on a XIAOMI scooter.
- 3.8. If any defect occurs at the time of rental, the Client is obliged to terminate the use of the XIAOMI scooter without undue delay and return it to the Company without delay and notify the Company of the defect.
- 3.9. The Client is not entitled to carry out any interventions or other repairs on the XIAOMI brand scooter, while the Client is not entitled to the reimbursement of the costs thus incurred by the Company.
- 3.10. The Client is obliged to use the XIAOMI scooter properly, safely and in accordance with the normal use, while protecting it from damage, loss or theft.
- 3.11. The Client is not authorized to allow the use of the XIAOMI scooter by a third party.
- 3.12. The Client is obliged to return the rented scooter of the XIAOMI brand within two hours of the rental at the latest, but not later than until the end of the standard operating time, whichever comes first. If the Client breaches the obligation under this clause, the Company is entitled to claim a contractual penalty in the amount of EUR 50.00 for each day of delay, whereas for these purposes, the first day of delay is the day following the day of the rental.
- 3.13. If the circumstances do not allow the Client to return the XIAOMI scooter according to the previous paragraph, he/she is obliged to contact the Company immediately at tel. no. +421 908 800 575 or in person and follow the Company's instructions and commands.
- 3.14. In case of theft, the Client is obliged to immediately report this fact to the Police Force of the Slovak Republic and the Company at tel. no. +421 908 800 575

3.15. The Client is obliged to immediately notify the Company of any damage to the XIAOMI brand scooter or to the health or property of third parties in connection with the rental of the XIAOMI scooter.

4. Liability

4.1. The risk of damage to the XIAOMI brand scooter is transferred to the Client at the moment of taking over the XIAOMI scooter and the Client bears it until properly returning it to the Company.

4.2. The Company bears no responsibility for damage to health or property of third parties or on the XIAOMI brand scooter incurred by the Client at the time of rental.

4.3. The Client is liable to the Company for any damage to the XIAOMI brand scooter caused by its theft or use in violation of the GTC or the special conditions of the SCOOTER or other circumstances on the part of the Client during the rental of the XIAOMI scooter.

4.4. In the event that the XIAOMI scooter is stolen or lost or damaged, the Client is obliged to pay the Company any damage incurred up to the amount of all the costs actually incurred by the Company for damages.

4.5. The Client is not entitled to interfere in any way with the XIAOMI brand scooter or its individual parts, except for activities that are part of normal use or routine maintenance. Any interventions, modifications, or changes made by the Client shall be deemed to constitute a material breach of the contractual relationship with the Company and, in addition to the Company's entitlement to revoke the Client's Membership, the Company is also entitled to full compensation.

Special conditions of the CONCIERGE service

(Annex No. 3)

These special conditions govern the use of the CONCIERGE service operated by Smart City Services s.r.o. , with its registered office at Mlynské Nivy 16, 821 09 Bratislava, Slovak Republic, ID: 44 489 650, legal form: limited liability company registered in the Commercial Register of the District Court Bratislava I, Section: Sro, file No.: 55375/B, e-mail: concierge@twincity.sk, tel. No.: +421 908 800 575.

These special conditions of the CONCIERGE service form Annex No. 3 to the General Terms and Conditions of Smart City Service and are an integral part thereof. All definitions below have the meaning given in the Smart City Service General Terms and Conditions.

1. General provisions

- 1.1. CONCIERGE means the acquisition of an item or performance of an activity for the Client by the Company pursuant to Section 724 et seq. of Act No. 40/1964 Coll. the Civil Code, as amended, which seeks, in particular, to identify information relating to the purchase of goods and the provision of services and to ensure the purchase of goods and services from third parties acting as suppliers of goods and services.
- 1.2. The standard CONCIERGE operating time is 07:00 am - 7:00 pm Monday to Friday excluding public holidays.
- 1.3. The Company will not provide CONCIERGE outside the standard operating time apart from pre-agreed exceptions.
- 1.4. Additional fees may be charged to the Client for providing CONCIERGE outside the standard operating time. The Client will be informed of the amount of the additional charge before the start of the provision.

2. The use of CONCIERGE

- 2.1. Activation of CONCIERGE begins by entering a Client Order to procure a particular item or perform an activity, either:

- a) personally to the Company's representative at the Twin City B, Twin City C or Twin City Tower reception
 - b) by phone at + 421 908 800 575,
 - c) by email at the email address concierge@twincity.sk, or
 - d) electronically through your account at concierge.twincity.sk
- 2.2. The Company procures items and performs activities solely on the basis of the Client's order, on behalf of the Client and on the Client's account. All rights and obligations relating to the item being procured or the activity performed arise directly between the Client and the supplier of the procured item or the result of the activity performed.
- 2.3. The Company is obliged to give the Client all benefit from the executed order, including accompanying documentation, instructions, and all other things and information obtained in connection with the acquisition of the item or performance of the activity.
- 2.4. The Company undertakes to act solely according to the Client's order and, in case of deviation from the Client's order, to perform such acts that will be directed in favor of the Client, according to the best abilities and knowledge of the Company's representatives.
- 2.5. The Company is also entitled to deviate from the Client's order in the event that it fails to obtain the Client's consent to procure an item or to perform an activity in a timely manner, and immediate consent of the Client is required to complete the acquisition of such an item or to perform such an activity. The Company will act without the Client's consent if it follows the best interest of the Client by its conduct and at the same time does not significantly exceed the anticipated and pre-agreed by the Client costs of procuring the item or performing the activity.
- 2.6. The Client expressly agrees that other persons than the representatives of the Company may execute the Order under the same terms as agreed between the Client and the Company.

3. Activities within CONCIERGE

- 3.1. The company within CONCIERGE provides:
- a) the activities listed on the website concierge.twincity.sk, and
 - b) the activities according to the Client's order (request)

- 3.2. The Company ensures the provision of only such activities that do not contradict the general valid legal regulations of the Slovak Republic and do not contradict good morals.
- 3.3. The Company reserves the right to reject the Client's order or not to complete the execution of the Client's already initiated order, even without giving any reason.
- 3.4. The Company does not provide activities the subject of which is the mediation of gambling within the meaning of Act No. 30/2019 Coll. on gambling and on amendments and supplements to certain acts, procuring tobacco products under Act No. 89/2016 Coll. on the manufacture, labeling and sale of tobacco products and related products and on the amendment of certain acts or the procurement of medicines, medical devices and dietetic foodstuffs in accordance with Act No. 362/2011 Coll. on medicinal products and medical devices, and on amendments to certain acts other than prescription-only medicines, medical devices that are not bound to a medical certificate, and non-prescription dietetic foods.
- 3.5. If the Company refuses the Client's order, does not complete the execution of the Client's already initiated order or will not be able to execute the Client's order at the agreed time and, if the time has not been agreed, at the time adequate to the availability and complexity of the order, the Company shall immediately inform the Client of this fact.
- 3.6. The Company reserves the right to change the scope of activities provided at concierge.twincity.sk at any time.
- 3.7. The Company provides activities within the territory displayed on the website concierge.twincity.sk, and on the basis of an agreement with the Client, it may provide activities outside the defined territory.

4. Contractual relations

4.1. General provisions

- 4.1.1. The Company procures items and performs activities based on the Client's order pursuant to Section 724 et seq. of Act No. 40/1964 Coll. the Civil Code, as amended, by third parties acting as suppliers of goods or services.

- 4.1.2. If the Client does not expressly state in the order a particular supplier of goods or services from which the Company is to procure the item or through which it is to ensure the activity, the Company is entitled to choose the supplier at its discretion.
- 4.1.3. The Client agrees to observe the general terms and conditions of third parties from which the Company procures the item or through which it ensures the performed activity. Suppliers are responsible for providing complete and truthful information regarding their general terms and conditions, contractual conditions, method of work and price conditions.
- 4.1.4. The Company is not liable to the Client for the actions and performance of third parties or for any damage caused by them.
- 4.1.5. If the Client submits an order to the Company and the Membership of the Client is subsequently terminated by the Company prior to executing the order, such a Client's order shall not be terminated and the Company shall execute the order, whereas such an order is governed by the GTC and the CONCIERGE special conditions.
- 4.1.6. The order is deemed to have been executed by the Company by performing all actions by the Company required to procure an item or perform an activity that can be fairly demanded from the Company, but regardless of whether or not the result requested by the Client has arrived.
- 4.1.7. The Company is entitled to determine the minimum or maximum number of items to be purchased, which the Client is obliged to comply with when placing the order. Otherwise, the Company is entitled to refuse to execute the order, or to carry it out only in terms of a minimum or a maximum number of procured goods.

4.2. Direct representation

- 4.2.1. The contractual relationship between the Client and the Company is entered into by placing an order by the Client and accepting the Order by the Company.
- 4.2.2. The Client and the Company have explicitly agreed that, in addition to the order, the Client grants the Company an oral power of attorney for its direct representation, i.e. the Company acts in the name of and on

behalf of the Client for an indefinite period of time and to the extent necessary to fulfill the Client's order. The power of attorney ceases at the moment of execution of the order.

4.2.3. In the case of direct representation, the contractual relationship is concluded directly between the supplier and the Client, while the Company is not a party to the contractual relationship.

4.3. Indirect representation

4.3.1. The Client and the Company have expressly agreed that the Company is authorized to represent the Client in carrying out the order even indirectly, i.e. on the account of the Company and on behalf of the Client and regardless of the fact of whether it has the Client's power of attorney for direct representation pursuant to paragraph 4.2.2.

4.3.2. The Company is entitled, at its sole discretion, to determine whether it will represent the Client directly, when executing a specific order of the Client, i.e. on behalf and account of the Client or indirectly, i.e. on behalf of the Client and on the account of the Company.

4.3.3. In the case of indirect representation, the contractual relationship is concluded directly between the supplier and the Company.

5. Fees, payments and invoicing

5.1. General provisions

5.1.1. Registration on the Company's website as well as the Membership management is free of charge.

5.1.2. The prices and fees of the procured things or activities are listed in the CONCIERGE price list, which is published on the concierge.twincity.sk website or at the reception in the Twin City B, Twin City C or Twin City Tower building. All prices and fees include VAT and are in Euros (EUR) unless otherwise stated.

5.1.3. In addition to the price of the procured item or the activity being performed, the Company is entitled to demand payment of all the purposefully incurred costs associated with their acquisition, respectively their performing. The Client will be informed in a timely manner about the amount of such costs incurred. These costs may be in particular:

- a) travel costs,
- b) costs of the working time of the representative of the Company,
- c) other objectively incurred costs of the Company.

5.1.4. All payments for the Company may be increased by the processing fee for processing the payment. Details in relation to the processing fee are regulated by the price list.

5.1.5. The Company, within the scope of CONCIERGE, also ensures the provision of “tailor-made services”, which are available on the concierge.twincity.sk website, for which the Company may charge increased fees and costs. The amount of fees and costs for which the Company will procure items or perform activities must be approved in advance by the Client.

5.1.6. The Client is obliged to pay all due payments and reimbursement to the supplier in the amount agreed at the time of the order. The Client will be informed of any changes in the price.

5.1.7. The concierge.twincity.sk website contains a map of the zones where the Company provides its services differentiating the costs incurred by the Company when procuring items or performing activities within each zone. The procurement of items or performing activities within the given zone will be provided to the Client only if he/she agrees to the price conditions of the Company. The procurement of items or performing activities outside the territory in question is possible by agreement between the Client and the Company, whereby the Company determines the costs incurred in connection therewith.

5.1.8. The Client must express his/her consent to the amount for which the item or activity is to be procured if he/she is interested in obtaining the item or performing the activity, while if this amount exceeds EUR 50 including VAT, this consent must be in writing.

5.1.9. The Company is entitled to demand the payment of the amount of the item to be procured or the activity performed in advance.

- 5.1.10. In the event that the Company requires payment of the amount in advance and the Client does not pay the required amount, the Company is entitled not to execute the Client's order.
- 5.1.11. The Company reserves the right to refuse the performance of other orders of the Client in the event that the Company records a receivable not paid within the maturity period against the Client.

5.2. Payment

- 5.2.1. At the Company's sole discretion, payments for the acquisition of the items and the performance of activities may be initially paid by the Company. In such a case, the Client is obliged to reimburse the Company for the costs incurred to it and the price of acquiring the item or performing the activity by any of the following methods specified by the Company:
- a) In advance - the Client is obliged to pay the advance payment invoice for the provision of the item or the performance of the activity. If the order is not executed, the Client will be refunded the full amount of the funds. In case of a difference in the final amount for the item acquired or the activity performed, the surplus will be returned to the Client
 - b) Reservation on the Client Card - in the event that the Client uses the payment gateway on the concierge.twincity.sk website, the amount of the estimated value of the acquisition of the item or the performance of the activity may be blocked. After the Company pays for the provision of the item or the performance of the activity and issues an invoice to the Client, the Client will automatically be charged the required amount stated on the invoice from the card,
 - c) In addition - in the case of the procurement of an item or the performance of an activity, the Company may require payment from the Client only after the reimbursement of the payment to a third party for the item procured or activity performed.
- 5.2.2. In order to ensure the protection of the Client, all funds received from the Client intended to procure the item or perform the activity will be deposited on the bank account of the Company until the time of their payment to third parties.
- 5.2.3. Payments for invoices issued by the Company may be paid as follows:

- a) by the POS terminal at the Twin City B, Twin City C or Twin City Tower reception
- b) through the payment gateway at the concierge.twincity.sk website

5.2.4. The company does not accept cash payments.

5.3. Invoicing

5.3.1. The Company shall issue an invoice for the item acquired or an activity performed within 10 days of the day the order was executed.

5.3.2. The Client hereby expressly agrees with the sending of electronic invoices (including their attachments) in accordance with Section para. point b) of Act No. 222/2004 Coll. on Value Added Tax, as amended, to the Client's e-mail that he/she entered at registration.

5.3.3. The invoice maturity is 14 days from the date of delivery to the Client. The date of delivery of the electronic invoice shall be the date of sending the electronic invoice to the e-mail of the Client entered at registration.

5.3.4. The Client is obliged to inform the Company in writing of any change of the e-mail address without delay. The Company shall not be liable for any damage that may arise in connection with the Client's failure to notify the Company in due time of any change to the email address.

5.3.5. The Client confirms that he/she has exclusive access to the email address provided at registration.

5.3.6. The Company is not responsible for any leakage of information from the Client's email address.

5.3.7. The Company is not liable for the damage or incompleteness of data caused by a failure during delivery via the Internet, for damage caused due to poor internet connection or for any damage caused by any inability of the Client to connect to the Internet.

5.3.8. If the electronic invoice is not delivered within 5 working days from the date the Company is obliged to issue an invoice in accordance with the CONCIERGE special conditions, the Client shall immediately inform the Company of this fact. In the event of a breach of this notification obligation, the Client bears full responsibility for any damage incurred as a result of the violation of this notification obligation.

5.3.9. The Client and the Company have agreed that the interest on late payment for each and even commenced day of delay of the invoice due is 0.05% per day from the due amount.

6. Some specific cases of procuring items or performing an activity

6.1. Procurement of items or performing an activity in the field of travel

6.1.1. The Client is aware of the fact that any travel services, including ticket and holiday booking services ordered through the Company, are governed by the terms and conditions of travel agencies and other suppliers.

6.1.2. The Client may assert all rights and obligations of the Client only to third parties.

6.2. Procurement of items or performing an activity in the field of gastronomy

6.2.1. If the Client's order relates to gastronomy, such as a reservation in a restaurant, the Company is entitled to pay a deposit on behalf of the Client that is used as security in the event of cancellation of the Client's reservation if the given restaurant requires it.

6.2.2. The explicit consent of the Client is required to cover such a security deposit.

6.2.3. The amount of the deposit will be added to the other fees and costs related to the acquisition of the item or the performance of the activity that the Client will be obliged to pay to the Company.

6.2.4. If the Client cancels its reservation, the Company has the right to require the Client to pay all costs and fees incurred by the Client with the provision of the item or by performing the activity until the Client cancels the order.

6.3. Obtaining event tickets

6.3.1. An event is a public performance, concert or other social or cultural event (e.g. theatrical, dramatic, musical, audiovisual, film and sports performances) for which the Company provides a ticket for the Client. The organizer is an entity, organization or facility organizing, running or

arranging events, or mediating their holding (e.g. theater, concert and cinema). The ticket is a voucher and a confirmation allowing its owner to enter the event for which it was purchased for a fee (usually a one-time). The ticket is only valid for the event for which it was purchased, it cannot be used to enter another event.

- 6.3.2. The Company represents the Client when purchasing tickets for events directly, i.e. in his/her name and on his/her behalf. The Client enters into a contractual relationship directly with the event organizer.
- 6.3.3. The ticket is procured based on the Client's order. The Company pays a ticket in the name and on behalf of the Client or the Client pays it directly.

7. Liability

- 7.1. The Company undertakes to make use of all available options to efficiently procure items and perform activities with the utmost care and in accordance with Client's instructions. The Company will make every effort to select the appropriate third party to meet the Client's requirements to the fullest extent possible.
- 7.2. All rights and obligations arising from the item acquired or the result of the activity performed shall be exercised exclusively between the third party and the Client. The Company acts solely as a principal and is solely responsible for procuring the item and performing the activity, but not for the desired result or defects.
- 7.3. The Company is not liable for the quality or defects of things and/or activities that the Company procures or performs. If necessary, the Company will assist the Client in communicating with third parties.
- 7.4. The Client agrees that any procured item or result of an activity performed by a third party is unique and independent of others. The Company assumes no responsibility for irresponsible conduct, or failure to act or for losses incurred by such action by a third party.
- 7.5. The Company assumes no liability for losses incurred in connection with the unavailability of the concierge.twincity.sk website, telephone number or email, for failure to make a payment made by any of the methods set forth in these CONCIERGE Special Conditions or any other losses it could not objectively prevent.

- 7.6. The Company assumes no liability for loss, damage, or other devaluation of the procured item or any performed activity or additional expenses caused by the Client's information and orders that are inadequate, incorrect, inaccurate, or delayed or completely absent.
- 7.7. The Company assumes no liability for loss, damage, additional costs or expenses on the part of the Client or a third party caused by requests made by the Client to a third party in connection with the acquisition of the object or performance of the activity.
- 7.8. The Company will make every effort to ensure that websites with malicious code or unsolicited content are not actively accessed at concierge.twincity.sk. However, the Company is not responsible for any defects or damages caused by malicious code or unsolicited content found on the website concierge.twincity.sk

8. **CONFIDENTIAL INFORMATION**

- 8.1. All information or requests provided or made by the Client to the Company or its representative in relation to the Order are confidential. Such information shall not be disclosed to third parties for any purpose other than ensuring the acquisition of the item or performance of the activity.

Complaints procedure

(Annex No. 4)

This Complaints procedure governs the manner, scope and terms of the complaint, as well as the rights and obligations of the Clients in connection with the complaint of the Smart City Service operated by Smart City Services s.r.o. , with its registered office at Mlynské Nivy 16, 821 09 Bratislava, Slovak Republic, ID: 44 489 650, legal form: limited liability company registered in the Commercial Register of the District Court Bratislava I, Section: Sro, file No.: 55375/B, e-mail: feedback@twincity.sk, tel .: +421 907 091 086.

The Complaints procedure forms Annex No. 4 to the Smart City Service General Terms and Conditions and is an integral part thereof. All definitions below have the meaning given in the Smart City Service General Terms and Conditions.

1. General provisions

- 1.1. The Complaints procedure is elaborated in accordance with generally binding legal regulations, especially Act No. 40/1964 Coll., Civil Code, as amended, Act No. 250/2007 Coll. on Consumer Protection and on the amendment of the Act of the Slovak National Council No. 372/1990 Coll. on offenses as amended and Act No. 102/2014 Coll. on consumer protection in the sale of goods or services on the basis of a distance contract or contracts concluded outside the premises of the seller and amending and supplementing certain acts as amended.
- 1.2. Complaint means the process of the application of defects in the HI.BIKE service, the SCOOTER service or the CONCIERGE service.
- 1.3. The Client shall always have the right to file a complaint for the defective provision of SCS services pursuant to this Complaints procedure.
- 1.4. The Complaints procedure is published on the concierge.twincity.sk website and at the Twin City B, Twin City C and Twin City Tower reception areas.

2. Liability for defects

- 2.1. The Company is liable for SCS service defects in accordance with generally binding legal regulations, the GTCs and SCS specific terms and conditions.
- 2.2. The Company is not liable to the Client or third parties in the event of delayed provision of the SCS Services or in the event of refusal to provide SCS Services due to Unforeseeable events.
- 2.3. The Company is not liable for defects in SCS Services caused by circumstances excluding liability.
- 2.4. The Company is not liable for defects in services and items provided by third parties. Third party services and matters are subject to the terms and conditions and the complaints procedure of these third parties.
- 2.5. The Company is not liable for the consequences of incorrectly identified Client ID or contact details specified during the application of a claim.
- 2.6. Given that the Company provides services under Section 620 et seq. of Act No. 40/1964 Coll., the Civil Code, as amended.

3. The conditions and method of application of complaints

- 3.1. The Client is obliged to file complaints regarding SCS services immediately after finding the defect, but no later than 15 days from the date of the claimed defect.
- 3.2. The Client is entitled to file a complaint regarding SCS services:
 - a) electronically to the email address conciierge@twincity.sk or on the website conciierge.twincity.sk,
 - b) by registered mail, or
 - c) personally at the appropriate reception at Twin City B, Twin City C or Twin City Tower, depending at which reception the SCS service was provided to the Client.
- 3.3. An authorized representative of the Company entitled to handle complaints is available at the reception desk in the Twin City B, Twin City C or Twin City Tower throughout the standard operating time of SCS services.
- 3.4. The complaint must include:

- a) the identification and contact details of the Client in the scope of the name, surname, permanent address, date of birth, email address and telephone number
 - b) a description of the claimed defect,
 - c) the date of the claimed defect,
 - d) proposed way of handling the complaint.
- 3.5. The Client is obliged to submit to the Company, together with the enforced complaint, a document proving the provision of SCS services, otherwise it is considered that the complaint is unjustified, except in the case of failure to provide the SCS service provision document.
- 3.6. The Company may require from the Client other relevant information necessary for proper handling of the complaint and the Client is obliged to provide the Company with cooperation for this purpose.

4. Handling of a complaint

- 4.1. If the Client makes a complaint, the Company or an authorized representative of the Company instructs the Client on his/her rights and, based on the Client's decision, determines the manner of handling the complaint immediately, in complex cases within 3 working days from the date of filing the complaint and in justified cases within 30 days from the date of exercising the complaint.
- 4.2. After determining the way of handling the complaint, the complaint will be handled immediately and in justified cases within 30 days from the date of exercising the claim. After this period, the Client has the right to withdraw from the contract.
- 4.3. The Company is obliged to issue to the Client a confirmation of the exercising of a complaint. If a complaint is made in the manner described in Section 3.1. point. a) or b), the Company is obliged to deliver the complaint confirmation to the Client immediately and in case it is not possible to deliver the confirmation immediately, without undue delay, however, at the latest along with the proof of handling the claim. A confirmation of exercising a complaint may not be delivered if the Client has the opportunity to prove the exercising of the complaint in another way.

- 4.4. The Company is obliged to issue a written proof of the handling of the complaint within 30 days from the date of exercising the complaint.
- 4.5. The handling of a complaint does not affect the Client's right to damages.
- 4.6. In the event of an unjustified complaint, the Client is obliged to reimburse the Company for the costs associated with the handling of such a claim.

Sample form of contract withdrawal
concluded under Act No. 102/2014 Coll. on consumer protection when selling goods or services on the basis of a distance contract or contracts concluded outside the premises of the seller and amending and supplementing certain acts

(Annex No. 5)

Please complete and submit this sample form only if you wish to withdraw from the contract under which any of the SCS Services is provided.

TO WHOM: Smart City Services s.r.o., with its registered office at Mlynské Nivy 16, 821 09 Bratislava, Slovak Republic, ID: 44 489 650, legal form: limited liability company registered in the Commercial Register of the District Court Bratislava I, Section: Sro, file No.: 55375/B

Signed below: _____ (name and surname)

Permanent residence: _____

Date of birth: _____

I hereby announce that I am withdrawing from the contract, the subject of which is the provision of the service (*circle the service concerned*)

HI. BIKE

SCOOTER

CONCIERGE

concluded on _____

In _____

Dated _____

(signature of the withdrawing party)