

CONDITIONS OF CARRIAGE FOR BUS SERVICES OPERATED BY SLOVAK LINES EXPRESS, A.S.

(Full wording effective from 16 July 2019)

Ing. Pavol Labant Chairman of the Board of Directors

Slovak Lines Express, a.s., Bottova 7, 811 09 Bratislava e-mail: <u>sekretariat@slovaklines.sk</u>, phone: + 421 2 5542 2919, fax: + 421 2 5556 9273 Company Registration No.: 44 667 345, VAT Registration No.: SK2022792464, Tax Registration No.: 2022792464, Bank details: VÚB SK240200000002582232053 The company is registered with the Business Register of the Bratislava I District Court, section: Sa, entry No. 4722/B

SLOVAK LINES

PART	A1	
REGU	LAR BUS SERVICES1	
(GENERAL PROVISIONS)1		
1.	Introductory and Common Provisions1	
2.	Definitions1	
3.	Types of Carriage and Scope of Bus Services2	
4.	Scope of the Services Provided2	
5.	Contract for Carriage of Passengers	
6.	The Carrier's Fundamental Obligations3	
7.	Carrier's Rights5	
8.	Passenger's Fundamental Rights and Obligations5	
9.	Rights of a Special Category of Passengers (Passengers with Reduced Mobility and Disabled Passengers)	
10.	Sale and Inspection of Tickets	
11.	Carriage of Luggage and Dogs1	
12.	Road-Traffic Accidents and Other Incidents	
13.	Exercise of Rights, Complaints Procedure	
14.	Wi-Fi4	
15.	Special Provisions1	
16.	Personal Data Protection1	
PART	В4	
TARIFF4		
1.	Basic Provisions4	
2.	Tariff and Carriage Conditions4	
3.	Carriage of Dogs7	

Slovak Lines Express, a.s., Bottova 7, 811 09 Bratislava e-mail: <u>sekretariat@slovaklines.sk</u>, phone: + 421 2 5542 2919, fax: + 421 2 5556 9273 Company Registration No.: 44 667 345, VAT Registration No.: SK2022792464, Tax Registration No.: 2022792464, Bank details: VÚB SK240200000002582232053 The company is registered with the Business Register of the Bratislava I District Court, section: Sa, entry No. 4722/B

SLOVAK LINES

4.	Free Carriage of Guide Dogs7	
5.	Fare Refunds, Change of Bus Service Departure Date7	
6.	Penalties	
7.	Some Other Payments9	
PART C		
FOUN	ID ITEMS	
PART	D11	
SPECI	AL REGULAR SERVICES	
1.	Basic Provisions	
2.	Passenger Rights and Obligations11	
PART	E13	
OCCASIONAL SERVICES		
1.	Basic Provisions	
2.	Contract for Carriage	
3.	The Customer	
4.	The Carrier14	
5.	Special Provisions	
6.	Price List and Cancellation Terms15	
7.	General Carriage Conditions and Cancellation Terms for Transport to Concerts	
PART	F17	
FINAL	PROVISIONS	

Part A Regular Bus Services (General Provisions)

1. Introductory and Common Provisions

- 1.1. The Conditions of Carriage are drawn up in accordance with and for the implementation of the relevant provisions of Act No. 56/2012 on Road Transport (hereinafter referred to as "Act No. 56/2012") and in accordance with Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport (hereinafter referred to as "Regulation No. 181/2011").
- 1.2. The Conditions of Carriage shall enter into force on the date of their publication on the Carrier's website.
- 1.3. The Conditions of Carriage, together with the Tariff and Timetables, constitute a proposal of the Carrier for the conclusion of a Transport Contract between the Carrier and a passenger.
- 1.4. The Conditions of Carriage regulate the conditions for the carriage of passengers, hand luggage, registered luggage and animals.
- 1.5. The Tariff and Timetables of the following bus lines form part of the Conditions of Carriage: 102806 Bratislava – Wien, 102958 Bratislava – Schwechat published on the Carrier's website www.slovaklines.sk and at the Carrier's registered office.

2. Definitions

2.1. "Carrier" means an operator of regular passenger transport services by road in the extent according to these Conditions of Carriage who holds a valid licence for the operation of passenger transport services by road issued in accordance with the relevant regulations of the Slovak Republic.

The Carrier is: Slovak Lines Express, a.s. Business name: Slovak Lines Express, a.s. Registered office: Bottova 7, 811 09 Bratislava Company Registration No.: 44667345 Registered with: the Business Register of the Bratislava I District Court, section: Sa, entry No. 4722/B

- 2.2. "**Passenger**" means a natural person making use of passenger transport services by road provided by the Carrier and, for this purpose, is obliged to enter into a Transport Contract with the Carrier.
- 2.3. "**Regular services**" are services which provide for the carriage of passengers by bus at specified intervals along specified routes, passengers being picked up and set down at predetermined stopping points.
- 2.4. **"Special regular services**" are services which provide for the carriage of specified categories of passengers to the exclusion of carriage of other passengers, in particular, the carriage of workers between home and work, the carriage of school pupils and students to and from the educational institution. Special regular services are provided on the basis of an agreement between the Carrier and a customer who ordered the services, namely along the agreed route with the agreed stopping points according to the agreed frequency.

- 2.5. "Occasional services" are provided on the basis of an agreement with the customer who ordered occasional services as one-time contracted carriage of the specified category of passengers along the specified route with the specified stopping points.
- 2.6. **"Transport Contract**" means a contract for carriage of passengers made between the Carrier and a passenger for the purposes of carriage of the passenger. A Transport Contract is deemed concluded upon the acceptance of these Conditions of Carriage by the passenger which is the purchase of a ticket.
- 2.7. **"Ticket**" means a document proving the payment of the fare for the carriage and the conclusion of the Transport Contract. The Carrier may issue the ticket as a document in a paper or electronic format.
- 2.8. **"Timetable**" means a document stipulating the departure and arrival times of the bus line. The Carrier is obliged to publish the Timetable and any changes thereof on its website well in advance, however, not later than 10 (ten) days before the Timetable becomes valid, and request its publication at terminals or bus stops, or inform the public in any other suitable manner.
- 2.9. "Tariff" means a document issued by the Carrier regulating:
 - a) standard fare rates and additional charges to standard fare rates;
 - b) fare rates for all categories of passengers;
 - c) the carriage of luggage and a dog transported together with the passenger;
 - d) penalty rates;
 - e) additional services rates;
 - f) the conditions under which the fare rates and other price rates apply.
- 2.10. **"Obligation to provide carriage services**" means the obligation of the Carrier to conclude the contract for carriage of passengers with each passenger ready at a bus stop along the route of the bus line at the departure time according to the Timetable; this shall not apply if the passenger capacity of the bus according to the vehicle registration certificate has been reached, the passenger is not eligible for carriage according to the Conditions of Carriage, or if the carriage along the route of the bus line is temporarily precluded by the current technical condition of the road, traffic congestion or the road traffic safety and traffic flow situation.
- 2.11. "**Disabled person**" or "person with reduced mobility" means any person whose mobility when using transport is reduced as a result of any physical disability (sensory or locomotory, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or as a result of age, and whose situation needs appropriate attention and adaptation to his or her particular needs of the services made available to all passengers.

3. Types of Carriage and Scope of Bus Services

3.1. In accordance with these Conditions of Carriage, the Carrier operates regular international public services, special regular services and occasional services.

4. Scope of the Services Provided

- 4.1. The Carrier provides passengers with regular international public services according to the applicable Timetables from the boarding point to the alighting point, occasional services and special regular services.
- 4.2. As part of the regular international public services, the Carrier also provides for the carriage of hand luggage, registered luggage, excess luggage, extra luggage, and dogs.
- 4.3. The Carrier also provides other services to passengers which are related to the carriage of passengers and referred to in these Conditions of Carriage, in particular the services related to:

- a) the rights of passengers;
- b) the entitlements of passengers to compensation for damage, if any;
- c) the rights resulting from not provided or not completed carriage;
- d) special rights of a selected category of passengers;
- e) the exercise of passenger rights against the Carrier.

5. Contract for Carriage of Passengers

- 5.1. A contract for carriage of passengers is deemed concluded upon the payment of fare by the passenger according to the relevant Tariff. A ticket is the evidence of conclusion of the contract for carriage of passengers and payment of the fare.
- 5.2. The contract for carriage of passengers gives rise to the passenger's right to be carried to his or her destination by the Carrier duly and in time in accordance with these Conditions of Carriage.
- 5.3. If the permitted passenger capacity of a vehicle does not allow for the carriage of all passengers who are ready at the bus stop along the bus service route at the bus departure time set in the Timetable, the Carrier is entitled to give priority to board to passengers with tickets purchased in advance and to passengers eligible for priority seats on the bus according to the Conditions of Carriage, i.e. to disabled persons and persons with reduced mobility, and also to seniors, pregnant women and parents with young children.
- 5.4. The Carrier has the obligation to give priority to board to passengers who:
 - a) have a valid ticket purchased in advance, before boarding the bus, at a ticket counter, at points of sale or electronically via the Internet or mobile application;
 - b) have a changed ticket for the given bus service.

The Carrier may allow passengers who do not have a ticket purchased in advance or a changed ticket to board at the boarding stop provided that the bus is not fully occupied by passengers who have a ticket purchased in advance or a changed ticket, and that all the advance tickets have not been sold and the passenger pays the fare to the driver. These passengers may start to board not sooner than 5 (five) minutes before the scheduled departure of the bus service.

6. The Carrier's Fundamental Obligations

- 6.1. The Carrier operates carriage of passengers in accordance with the granted licences, transport service licences, EC licences and in compliance with Act No. 56/2012 and Regulation No 181/2011.
- 6.2. The Carrier is obliged:
 - a) to operate transport services by road according to the Conditions of Carriage;
 - b) to mark each operated vehicle with its business name;
 - c) to provide for a technical base fitted for operation, maintenance, technical inspections, parking and garaging of vehicles, support of vehicle crews, passenger attendance and cargo handling within the scope of the provided transport services;
 - d) to ensure that there is, aboard each of the operated vehicles, a record of the granted authorisation or Community Licence in accordance with Act No. 56/2012;
 - e) to ensure that the operated vehicles are parked and garaged in the premises of the technical base or in the premises designated for such a purpose by the municipality;
 - f) to employ as a transport manager only a person who holds a certificate of professional competence;
 - g) to be insured against the liability for damage caused to passengers and third parties in respect of the operation of transport services by road and the activity of vehicle crews.
- 6.3. The Carrier is obliged to publish the Conditions of Carriage, an integral part of which is the company's Tariff (hereinafter referred to as the "Conditions of Carriage"), on its web site and to ensure that at least basic information is made available to the public in the Timetable, and,

if possible, also in the premises of terminals and aboard buses, and that bus crews and ticket inspectors are able to inform passengers about the rates and other prices prior to the commencement of and throughout the carriage.

- 6.4. The Carrier is obliged to fulfil the obligation to provide carriage services.
- 6.5. The Carrier is obliged to publish the Timetable and any changes thereof on its website, at terminals or bus stops, or also in any other suitable manner well in advance, however, not later than 10 (ten) days before the Timetable becomes valid.
- 6.6. The Carrier is obliged to issue a ticket for the passenger, or, where applicable, to register the passenger in the electronic system if an electronic medium has been used to pay for the ticket.
- 6.7. The Carrier is further obliged:
 - a) to operate the transport services through persons with specialist knowledge, who are medically fit and hold a valid driving licence for the respective type of vehicle;
 - b) to use vehicles that have the prescribed technical condition;
 - c) to mark, properly and clearly, each vehicle designated for the carriage of passengers with the Carrier's business name and display on the front and on the side of the vehicle the name of the alighting (and, if necessary, also the boarding) station (bus stop) of the vehicle;
 - d) to make clearly identifiable the persons authorised to give passengers instructions concerning safety and continuity of service (bus driver, dispatcher, ticket inspector);
 - e) to ensure to the maximum extent possible safe, comfortable and undisturbed carriage of passengers, hand luggage, registered luggage and animals in accordance with these Conditions of Carriage;
 - f) in the event of a road-traffic accident, to immediately ensure safety of passengers and their maximum comfort in accordance with these Conditions of Carriage;
 - g) to create the conditions for continuous and comfortable carriage of disabled persons and persons with reduced mobility in accordance with these Conditions of Carriage;
 - h) to ensure accessibility of the Conditions of Carriage, Timetables, an extract from these Conditions of Carriage concerning rights of passengers, as well as of other information needed by passengers at the Carrier's registered office, on the Carrier's website and at the Carrier's information points;
 - i) to allow passengers to exercise their rights ensuing from any delay of a bus service, interruption or non-completion of their journey in accordance with these Conditions of Carriage;
 - j) to mark each permanent bus stop with the name of the bus stop, providing a list of vehicles that service that particular bus stop and a Timetable applicable to that bus stop (with the exception of the final alighting stop);
 - k) to ensure that the driver calls out the name of the bus stop, not later than upon stopping the vehicle, unless the vehicle is equipped with an electronic announcer of bus stops, and that the driver informs passengers about any prolonged stoppage time of the vehicle at a bus stop in excess of 5 (five) minutes and about the shortening of the stoppage time set out in the Timetable;
 - to ensure that the vehicle crew or other persons authorised by the Carrier provide passengers with necessary information concerning the conditions of their carriage, in particular, passenger rights and obligations during the carriage, the course of the carriage, fares, bus service arrivals and departures, possibilities of transferring to other bus services or other types of transport;
 - m) if the need arises for medical attention to a passenger during carriage and if the passenger is unable to seek medical assistance on his or her own, the Carrier shall ensure the transfer of the passenger from the vehicle;
 - n) in the case of shortage of seats in a vehicle, the Carrier is:
 - i. obliged to give priority to board to passengers included in the category of passengers who are guaranteed preferential carriage services by the Conditions of Carriage;
 - ii. obliged to give priority to board to passengers who purchased their valid ticket in advance; booking is required in the case of a carnet;
 - iii. entitled to give priority to board to passengers who demonstrate serious reasons for which they should be given the priority to board or who travel to remoter bus stops or to places which are not serviced by any other means of public transport;

- obliged to give priority to board to passengers eligible for priority seats (physically disabled persons, visually and mobility impaired persons, invalids TZP and TZP-S card holders and the like);
- v. the right to preferential carriage does not apply if the permitted passenger capacity of the vehicle has been reached.

7. Carrier's Rights

- 7.1. The Carrier is entitled to require passengers to pay for their ticket for the provision of carriage services in the amount and in accordance with the applicable Tariff set forth in Part B in these Conditions of Carriage and in the form stipulated by these Conditions of Carriage.
- 7.2. The Carrier is entitled to give instructions and orders to passengers through the driver or other member of the bus crew, a ticket inspector or an employee in charge of management of carriage (hereinafter referred to as the "dispatcher") in order to ensure safety of passengers or road traffic safety and continuity, and passengers are obliged to comply with such instructions and orders.
- 7.3. The Carrier is entitled to refuse to provide carriage services to a passenger and exclude the passenger from the carriage through a bus driver or other authorised person of the Carrier if:
 - a) the passenger refuses to pay the required fare or fails to produce, during ticket inspection, a valid ticket or an evidence of his or her entitlement to a discount;
 - b) the passenger has no travel document required for international carriage (ID card, passport);
 - c) the passenger's behaviour raises concerns about the safety, life or health of the driver or other passengers;
 - d) the passenger is soiling or damaging the Carrier's vehicle;
 - e) the passenger intends to carry such luggage or animal whose carriage is excluded under these Conditions of Carriage;
 - f) the passenger is smoking or consuming alcoholic beverages in the vehicle, or appears to be under the influence of alcohol, addictive or psychotropic substances;
 - g) the passenger is consuming any food, drinks, ice-cream, etc. when boarding the vehicle;
 - h) the passenger is distracting the driver or other passengers by loud noise, whistling, reproduced music or other sounds or other forms of misconduct;
 - i) the passenger in any other way jeopardises traffic continuity or safety, especially by entering the driver's compartment or boarding/alighting from the vehicle outside the designated bus stops, or by any other type of misconduct;
 - j) the Passenger fails to comply with any of the provisions of these Conditions of Carriage in spite of being warned by the driver.
- 7.4. In the cases referred to in Section 7.3 in Part A hereof, the Carrier is entitled to interrupt the provided carriage services until the passenger, whose behaviour entitles the Carrier to refuse the carriage of the passenger, leaves the vehicle. The passenger who is excluded from or refused carriage according to Section 7.3 in Part A hereof is not entitled to any refund of the fare for the part of the journey not undertaken or the fare paid.
- 7.5. The Carrier is also entitled to refuse to provide carriage services to a passenger waiting at a bus stop if the permitted passenger capacity of the vehicle has been reached.
- 7.6. At any time during the carriage, the Carrier is entitled inspect whether the passengers have paid the fare through its authorised persons who shall demonstrate their authorisation by a licence containing the Carrier's details, namely ticket inspectors. If a passenger fails to pay the fare by purchasing a ticket in accordance with these Conditions of Carriage or fails to produce, during a ticket inspection, a valid ticket or a valid proof of his or her entitlement to a discount, the Carrier is entitled to require such passenger to pay the fare according to the applicable Tariff and a penalty set forth in Article 6 (6.2) and (6.3) in Part B hereof.

8. Passenger's Fundamental Rights and Obligations

- 8.1. A passenger who complies with the conditions stipulated by these Conditions of Carriage is entitled to be carried by the Carrier to his or her final stop safely, duly and on time according to the Timetable.
- 8.2. When buying tickets, passengers may not be discriminated on grounds of their nationality, sex, skin colour or religion.
- 8.3. A passenger has the right to be informed of the terms and conditions of carriage; the bus driver or any other authorised employee of the Carrier is obliged to provide the passenger with such information.
- 8.4. Minors (persons under the age of 18) must not travel on someone's lap or knees during the carriage. Where generally binding legal regulations require fulfilment of a specific obligation in respect of carriage of minors (for instance, carriage in a child car seat or a similar child restraint), the passenger or the person accompanying the minor is obliged to ensure fulfilment of the obligation. Child car seats or child restraints are not part of usual and compulsory bus equipment. If the accompanying person fails to ensure the fulfilment of the obligation in respect of carriage of a child, the Carrier is entitled to refuse to provide carriage services to such a person without entitlement to a fare refund. The Carrier is not responsible for the failure to fulfil the above-mentioned obligations, unless it derives directly from the generally binding legal regulations.
- 8.5. Minors under the age of 12 may not sit on the vehicle's front seats during carriage.
- 8.6. Children up to the age of 16 (sixteen) are not allowed to travel without an accompanying adult person over the age of 18 (eighteen), except for regular travel from/to an educational institution. These children can only travel with a prepaid carnet. The parent/statutory representative of the child shall hand over the prescribed Consent of Parent or Statutory Representative in person at a ticket counter at Bratislava Main Bus Terminal and the child shall carry a confirmed copy of the Full Powers. The Consent is valid for 1 (one) school year.
- 8.7. A minor from the age of 16 (sixteen) is carried to another country without his or her parent/statutory representative only with completed and signed Consent of Parent or Statutory Representative. When the legal regulations of the given country require fulfilment of certain obligations, in particular, issuance of a consent or full powers, or providing other papers or official documents, the parent/statutory representative of the minor is obliged to procure such documents so that the minor could present them to the Carrier when embarking on the carriage. Failing that, the Carrier is entitled to refuse to provide carriage services to such a minor.
- 8.8. Passengers are entitled to carry hand luggage and, where the conditions for carriage allow it, also registered luggage, excess luggage, extra luggage and a dog according to these Conditions of Carriage.
- 8.9. A passenger with ticket purchased in advance is obliged to be at the boarding stop 15 (fifteen) minutes before the scheduled departure time of the service.
- 8.10. A passenger may change his or her ticket (15 minutes before departure) to the next service by phone, calling the Contact Centre at +421 2 55 422 734 every day from 6.30 a.m. to 6.30 p.m.
- 8.11. Unless otherwise provided hereinafter, if the carriage does not take place by fault of the Carrier, passengers are entitled to a refund of the fare they paid. If carriage is delayed by more than 120 (hundred and twenty) minutes, passengers are entitled to a reasonable discount on the price of the fare they paid. The Carrier has the right to determine the amount of the discount on a case-by-case basis.
- 8.12. The Carrier is obliged to compensate the damage suffered by the passenger due to delayed (delay of more than 120 (hundred and twenty) minutes by fault of the Carrier) or not performed carriage, however, up to the amount of the price paid to the Carrier for the ticket.
- 8.13. Unless otherwise provided hereinafter, if any bus service is cancelled or carriage by that bus service is interrupted or stopped, passengers who have a valid ticket have a priority right to an alternative carriage to the bus stop for which they paid the fare by another bus service of

the same bus line. If that is not possible on the same day, the passenger is entitled to free carriage back to the boarding stop and to a refund of the fare paid.

- 8.14. Passengers are obliged to comply with the provisions of these Conditions of Carriage and the instructions given by the Carrier's authorised employees. Passengers are obliged to follow the instructions given by the Carrier in the form of signs or pictograms on board/on the vehicle (instructions for boarding and alighting, for the use of handrails, and the like).
- 8.15. Passengers are obliged to pay the fare using an appropriate amount of the valid currency.
- 8.16. Passengers are obliged to keep buses and bus terminals, bus stops and shelters clean and in order.
- 8.17. Smoking and consumption of addictive substances on board buses, at bus stops and in bus shelters is strictly forbidden.
- 8.18. If passenger's actions result in damage to the Carrier's property, the passenger is obliged to compensate the Carrier for the damage in accordance with the provisions of Article 420 et seq. of Act No. 40/1964 Coll. Civil Code. If damage is caused to the Carrier, the passenger is obliged to present his or her ID card at the request of the Carrier's authorised employee and allow the Carrier to put down his or her personal data needed by the Carrier to claim compensation for such damage.
- 8.19. Passengers are obliged to behave in a way that they don't jeopardise by their actions the safety and continuity of carriage, and the safety, life and health of the driver and other passengers, not to damage the vehicle and the area of bus terminal, bus stop or shelter while waiting for the bus. During carriage on board the Carrier's vehicle, passengers are forbidden from:
 - a) disturbing and talking to the driver while the vehicle is in motion;
 - b) staying in a place where they inhibit the driver's external view;
 - c) entering the driver's compartment;
 - d) whistling, singing, behaving noisily or playing a musical instrument on board the vehicle (including playing reproduced music and speech);
 - e) opening the vehicle door by force and throwing litter and other objects out of the vehicle;
 - f) smoking, consuming alcoholic beverages and other addictive substances on board the vehicle and in other facilities intended for passengers;
 - g) to board a fully occupied vehicle or a vehicle declared by the driver as occupied;
 - h) staying in the driver's compartment and in a place where they inhibit the driver's external view;
 - i) carrying objects on board the vehicle in conflict with the Conditions of Carriage;
 - j) boarding and alighting outside designated bus stops.
- 8.20. Passengers are only allowed to board and alight through the doors designed for boarding or alighting. The alighting passengers take priority over boarding passengers in the doors that are used both for boarding and alighting. If the vehicle seats are equipped with safety belts, passengers are obliged to use the safety belts in accordance with valid regulations.
- 8.21. Carriage of standing passengers is not allowed on the following bus lines: 102806 Bratislava Wien, 102958 Bratislava Schwechat.

9. Rights of a Special Category of Passengers (Passengers with Reduced Mobility and Disabled Passengers)

9.1. Disabled persons (for instance, physically disabled persons, people with hearing, visual and/or any other disability), holders of a severely disabled person card (the so-called TZP card) and a card of severely disabled person requiring assistance of another person – a guide due to the nature or severity of their disability (the so-called TZP-S card) have special rights during carriage. A person over the age of 15 (fifteen) is deemed competent to be a guide to a severely disabled person. Also, a guide dog or a child over the age of 6 (six) can guide a person with visual disability. A priority seat marked appropriately with a pictogram is reserved in a bus for persons with reduced mobility. Priority seats marked appropriately with a pictogram are reserved in a bus for physically disabled persons who meet other criteria

stipulated in this Article. That shall be without prejudice to the right of priority for the use of these seats by persons with reduced mobility, unless these seats are occupied by severely disabled persons. Priority seats marked appropriately with a pictogram are reserved in a bus for persons with visual disability who are assisted by a guide dog. When several persons who meet the criteria set forth in this Section travel with a single bus, the driver is entitled to ask passengers who do not have these special rights to give up their seats.

- 9.2. The Carrier is obliged to ensure that a minimum of two seats in each vehicle are reserved and clearly marked for passengers with special rights in respect of carriage.
- 9.3. A driver shall allow safe priority boarding and alighting to a passenger who has special rights in respect of carriage according to Article 9 (9.1) in Part A hereof, provided the driver has been informed thereof by the passenger or his or her guide, or by another passenger.
- 9.4. A bus driver may in no case refuse to carry passengers with special rights, except for the case that the maximum passenger capacity of the vehicle has been reached and such passengers cannot be seated on the designated seats.
- 9.5. Unless otherwise provided hereinafter, disabled persons assisted by a guide dog have the right to travel together with the guide dog marked for that purpose with a white service dog vest featuring a red cross or orange safety stripes. The carriage of a guide dog is free of charge.
- 9.6. Unless otherwise provided hereinafter, the Carrier is not entitled to refuse to issue or otherwise provide a ticket to or to take on board a person on the grounds of disability or reduced mobility and is not entitled to request any additional cost for tickets for disabled persons and persons with reduced mobility.
- 9.7. The Carrier may refuse to issue or otherwise provide a ticket to or to take on board a person on the grounds of disability or reduced mobility:
 - a) in order to meet applicable safety requirements established by international, Union or national law, or in order to meet health and safety requirements established by the competent authorities;
 - b) where the design of the vehicle or the infrastructure, including bus stops and terminals, makes it physically impossible to take on board, alight or carry the disabled person or person with reduced mobility in a safe and operationally feasible manner.
- 9.8. In the event that the Carrier refuses to issue or otherwise provide a ticket to or to take on board a person on the grounds of disability or reduced mobility for reasons referred to in Section 9.7 in Part A hereof, the person concerned may request to be accompanied by another person of his or her choice who is capable of providing assistance needed by the disabled person or person with reduced mobility, so that the reasons referred to in Section 9.7 in Part hereof will not apply. Where feasible, the accompanying person shall be seated next to the disabled person or the person with reduced mobility.
- 9.9. When the Carrier applies Section 9.7 in Part A hereof, the Carrier shall immediately inform the disabled person or the person with reduced mobility of the reasons therefor, and, upon request, inform the person in question in writing within five working days of the request.

10. Sale and Inspection of Tickets

- 10.1. A ticket is the evidence of conclusion of the contract for carriage of passengers and payment of the fare. A ticket in a paper or an electronic format contains the Carrier's business name, Company Registration No. and Tax Registration No., type of ticket, validity period, scope of service and the amount of the fare paid.
- 10.2. Carriers who operate regular bus services issue tickets. The types of tickets and the entitlement to a discount are specified in Part B Tariff of these Conditions of Carriage.
- 10.3. A ticket may be purchased in cash from the driver directly on board the bus prior to the performance of carriage, at all the Carrier's contracted points of sale, electronically via the Carrier's website or mobile application, or in the form of a cashless payment when the price of the ticket is deducted from the chip card that was purchased in advance and then issued.

Tickets for bus lines 102806 Bratislava – Wien and 102958 Bratislava – Schwechat can also be purchased using a contact-less payment card. The sale of tickets (except for the purchase from a driver) is only possible in a period of more than 5 minutes before the departure time of the bus service.

- 10.4. When a passenger has purchased the ticket in advance, the passenger is obliged to produce the ticket or a proof of discount when boarding the bus without being prompted by the Carrier to do so.
- 10.5. One-way tickets entitle passengers to one journey from the boarding stop to the alighting stop.
- 10.6. Return tickets entitle passengers to one outward journey and one return journey.
- 10.7. A season ticket (carnet) entitles the passenger to carry out the number of journeys on the route specified in the season ticket within a time span stated on the season.
- 10.8. A one-way ticket issued without stating the passenger's name is non-transferable after the passenger boards the vehicle. After boarding the bus, the passenger is not entitled to pass the ticket to another person. The Carrier is entitled to refuse to recognise validity of a damaged ticket if the data on the ticket are not clearly legible.
- 10.9. A reduced-fare ticket is only deemed valid together with a valid card entitling its holder to the reduced fare. The passenger shall demonstrate to the driver his or her eligibility for the reduced fare by producing a special card. In case of any doubts as to the eligibility for the reduced fare, the Carrier or the Carrier's authorised employee is entitled to request the passenger to produce additional documents proving the passenger is eligible for the discount. If the passenger fails to demonstrate his or her eligibility for the discount, the passenger is obliged to pay the standard fare in full amount.
- 10.10. Upon receipt of a ticket, the passenger is obliged to make sure that the ticket is issued as requested by the passenger, in particular, that the data, date of travel, route and the fare paid correspond with the price indicated on the ticket. The Carrier will disregard any later complaints made by the passenger.
- 10.11. Passengers are responsible for any loss of or damage to their tickets. The Carrier does not provide any refund for lost or damaged tickets which have become unusable. No refund is provided for tickets lost during carriage and, in such a case, the ticket inspector deems the passenger to be a person travelling without a valid ticket.
- 10.12. An authorised employee of the Carrier the bus driver or a manager in charge of departures of bus services from Bratislava Main Bus Terminal or any other authorised person a ticket inspector who proves his or her identity with an identification card are entitled to inspect whether the payment for a ticket purchased in advance has been made. QR code readers are used to inspect the validity of tickets purchased in advance. When a ticket is invalid according to the QR code reader, the passenger is obliged to buy a new ticket and then file a complaint with the Carrier requesting refund of a duplicate payment of fare.
- 10.13. At the request of the Carrier's authorised employee, passengers are obliged to produce their valid ticket and a proof of eligibility for a reduced fare at any time during the carriage and when alighting from the bus.
- 10.14. A passenger who, at the request of the Carrier's authorised employee according to the previous Section, fails to produce a valid ticket or a proof of eligibility for a reduced fare is obliged to pay the Carrier the fare and the penalty for travelling without a valid ticket. The terms and conditions for the payment and the amount of such a payment for travelling without a valid ticket are stipulated in Article 6 (6.2) and (6.3) in Part B Tariff hereof.
- 10.15. In the case that the passenger fails to pay the requested fare and/or penalty on the spot to the Carrier's authorised employee, the passenger is obliged to provide and demonstrate to the Carrier's authorised employee his or her personal data needed to recover the fare and the penalty. Only an ID card, a passport or an alien resident card are an evidence proving the holder's personal data. When a passenger cannot or refuses to prove his or her personal

data, the passenger is obliged to tolerate the acts connected with the involvement of police and establishment of his or her identity.

10.16. The Carrier is entitled to request the passenger to provide the following personal data needed to recover the fare and the penalty for travelling without a valid ticket: first name and surname, date of birth, permanent address, ID card No., passport No., or No. of any other identity document, and if the passenger is a minor, also personal data of his or her statutory representative in the extent mentioned above.

11. Carriage of Luggage and Dogs

- 11.1. When a passenger travels with luggage, the Carrier transports the luggage together with the passenger under the passenger's attention (hand luggage) or separately (registered luggage) in the luggage compartment of the bus under the terms and conditions stipulated by these Conditions of Carriage, the Tariff or the Timetable.
- 11.2. Hand luggage is transported together with the passenger under the passenger's attendance and responsibility in an overhead locker or under the seat provided that the luggage does not jeopardise the safety, prevent the driver from performing the service and obstruct boarding and alighting of passengers. When required for the reasons of safety and comfort of passengers, luggage must be stored according to the driver's instructions.
- 11.3. As a rule, registered luggage is transported separately from passengers. Separate transport means transport of luggage placed in an area determined by the Carrier or instructed by the driver, outside the area intended for the carriage of passengers or in that area, but in a place not allowing passengers to control their luggage.
- 11.4. Carriage of excess luggage is subject to space availability. It is at the driver's discretion to refuse the carriage of excess luggage.
- 11.5. Passengers are entitled to take as luggage only items which, given their size, design, length or weight, can be swiftly and easily loaded onto and placed in the vehicle or in a special luggage compartment and a dog provided that the special conditions for the carriage of dogs are met.
- 11.6. The following is excluded from carriage:
 - a) items that are prohibited for carriage by legal regulations, charged weapons, except for firearms carried by members of the armed forces and police the carriage of which is subject to special regulations;
 - b) items that might jeopardise the safety of operation, damage or soil passengers or the vehicle, in particular, due to their inappropriate packaging;
 - c) items which due to their odour, repugnant appearance and the like might be a nuisance to passengers;
 - d) animals other than dogs.
- 11.7. Registered luggage may not contain jewellery, artefacts, precious metals, stamps, collections, cash or other means of payment (bank cards, securities), mobile phone, notebook, tablet, weapons, passport and other documents, expensive furs or accessories.
- 11.8. A passenger may carry a four-wheel baby stroller as luggage transported as registered luggage. Only baby strollers carrying a child are permitted for carriage if operational conditions on the route allow it. The carriage of such a baby stroller is free of charge.
- 11.9. Persons authorised to carry a firearm may take on board the vehicle, together with their firearm, also a reasonable quantity of cartridges, if they are kept in cartridge belts, hunting bags, cases and similar containers.
- 11.10. Passengers may take on board a dog, unless special regulations preclude that and provided that the transport of a dog is not causing nuisance to other passengers, does not jeopardise their health and the dog is placed in a locked travel cage, basket or in other suitable crate with a leak-tight bottom. Only one dog can be transported in one vehicle. The driver may refuse to allow carriage of a dog during peak hours. The provisions of this Section do not apply to dogs assisting blind or disabled persons. The conditions for the carriage of a dog are stipulated hereinafter. It is not permitted to transport any animals other than a dog. The carriage of animals in travel cages is regulated by the provisions for the carriage of luggage.
- 11.11. Passengers may carry as luggage only 1 (one) pair of skis with 1 (one) pair of ski poles, a snowboard (if properly packed) if operational conditions of the Carrier allow it.
- 11.12. Passengers may carry on board the vehicle not more than 2 (two) pieces of registered luggage; outside peak hours, a passenger may carry more pieces of registered luggage on

board the vehicle with consent of the driver; such luggage is considered extra luggage and the carriage of such luggage is subject to a charge according to the valid price list.

- 11.13. When luggage is transported outside the passenger compartment, the passenger is obliged to reclaim the luggage immediately after the completion of carriage.
- 11.14. If the driver has any doubts as to whether the passenger's luggage meets the conditions stipulated by these Conditions of Carriage, the driver is entitled to inspect the nature and contents of the luggage in the presence of the passenger.
- 11.15. If the passenger refuses to allow the inspection of the luggage or if the inspection finds out that the items (animals) carried by the passenger are excluded from carriage, the passenger is obliged to remove them from the bus. If the passenger fails to follow the instruction, the authorised person will ensure the removal of the luggage. In such a case, the authorised person may exclude the passenger from continuing in his or her journey without refund of the fare paid.
- 11.16. The driver will report any luggage found to be left in the vehicle to the Carrier's competent employee (dispatching) and ensure handover of the unattended luggage to the to the lost and found office at the Carrier's registered office against a proof of receipt of the luggage.
- 11.17. The Carrier is liable for loss or theft of hand luggage carried together with the passenger and under the passenger's attendance in the extent of the provisions of Article 427 et seq. of the Civil Code.
- 11.18. The Carrier is liable for damage to registered luggage carried separately from passengers between the time of taking over and the time of delivery of the luggage to the passenger after the carriage was completed. The Carrier is not liable for any damage caused by the passenger, defects of the luggage, packaging or wrapping of the luggage, special nature of the luggage or by circumstances which the Carrier was unable to prevent or by reason of the fact that the passenger has failed to mention to the driver that the luggage needs to be handled with a special care. The Carrier is also not liable for damage to any luggage left behind.
- 11.19. The driver of the vehicle will decide whether the luggage is to be carried as hand luggage or as registered luggage outside the passenger compartment. If the driver has decided that the luggage is to be carried in the luggage compartment, the passenger is obliged to inform the driver of the special nature of the luggage, in particular, of its contents and value, and whether he or she requires special handling of the luggage or placing of the luggage in a certain position.
- 11.20. The driver will label each piece of registered luggage with a luggage registration voucher. Only the driver, assisted where necessary by the passenger, may place the luggage into and take it out from the luggage compartment. Prior to the delivery of the luggage from the luggage compartment, the passenger is obliged to present the driver the luggage registration voucher received by the passenger from the driver at the time of handing over the luggage to be placed in the luggage compartment. The driver is only entitled to deliver luggage to the passenger based on the presented valid stub of the luggage registration voucher. After the luggage was delivered to the passenger, the driver will discard the stub of the luggage registration voucher. The passenger will keep the part of the luggage registration voucher affixed to the luggage.
- 11.21. When luggage carried separately from passengers is lost or destroyed, the Carrier is obliged to reimburse the value which the lost or destroyed luggage had at the time of taking over for carriage, however, up to the maximum amount of EUR 332 (three hundred and thirty-two) per one piece of luggage.

12. Road-Traffic Accidents and Other Incidents

12.1. Incidents occurring during carriage include, in particular:

- a) a road-traffic accident with the involvement of a vehicle;
- b) fire on board a vehicle;
- c) an accident or a sudden illness when the life or health of a passenger, Carrier's employee or other persons is at risk.
- 12.2. When a passenger finds out that the safety, life or health of passengers is at risk, the passenger is obliged to bring the matter to the attention of the driver.
- 12.3. In the case of an incident, the driver is obliged to stop the vehicle and take measures to ensure traffic safety at the incident site.
- 12.4. The driver is obliged to immediately report the incident to the Carrier in accordance with the Carrier's internal regulations and provide the necessary assistance to passengers, take care of their safety and, when needed, call an ambulance and remain on the site until arrival of a traffic dispatcher or other authorised representative of the Carrier.
- 12.5. If an accident, injury, damage to health or death of people, damage to the vehicle or vehicle's equipment, or damage to any other property of the Carrier or passengers occurs during an incident, the person concerned is obliged to provide the Carrier with all data needed for due investigation of the incident.
- 12.6. A passenger who has suffered damage is obliged to immediately inform the bus driver of the occurrence and estimated amount of damage and provide the driver with the data needed to investigate the occurrence of the damage, including the extent of the damage and the passenger's identification data.
- 12.7. The Carrier will secure an alternative transport by another vehicle to the final stop free of charge
- 12.8. Passengers who suffered injury due to the specific nature of transport are entitled to compensation for the caused damage to health according to the provisions of Article 427 et seq. of the Civil Code and Act No. 437/2004 Coll. on Compensations for Pain and Compensation for Reduced Social Opportunities (hereinafter referred to as "Act No. 437/2004").
- 12.9. In accordance with the relevant applicable provisions of the Civil Code, survivors of deceased passengers whose death was caused by the specific nature of transport operation are entitled to compensation for death, including reasonable funeral expenses.
- 12.10. Passengers who sustained damage to the carried hand luggage due to the specific nature of transport are entitled to compensation according to the provisions of Article 427 et seq. of the Civil Code. When passengers sustain damage to the carried registered luggage, they are entitled to compensation according to Sections 11.20 in Part A hereof.
- 12.11. The amount of compensation shall be calculated in accordance with the relevant provisions of the Civil Code and Act No. 437/2004.
- 12.12. In the event of a road-traffic accident arising out of the operation of the bus, the Carrier will provide reasonable and proportionate assistance with regard to the passengers' immediate practical needs following the road-traffic accident.

13. Exercise of Rights, Complaints Procedure

13.1. Passengers shall exercise their rights and claim their entitlements ensuing from these Conditions of Carriage with the Carrier without undue delay. If passengers fail to exercise their rights not later than within 3 (three) months after the date of alleged origin of the claimed entitlement, the rights shall expire. That shall not apply to the entitlements to compensation for damage to passenger's luggage which the passenger can claim from the Carrier not later than within 6 (six) months after the date when the damage occurred and, in the case of entitlements to compensation for damage to compensation for damage to health which the passenger can claim directly at a court within the limitation period according to the relevant provisions of the Civil Code. Passengers may file complaints with the Carrier in person, by mail addressed to the Carrier or by e-mail to: staznosti@slovaklines.sk or info@slovaklines.sk.

- Passengers are obliged to exercise their rights and claim their entitlements in the form of a 13.2. written complaint exactly and clearly specifying the passenger's rights affected, how they were affected and what compensation the passenger requests, including a reasonable justification as to the origin of the entitlements. The passenger is entitled to serve his or her complaint to the Carrier by mail to the address of the Carrier's registered office or in person at Carrier's ticket offices and information centres. The passenger is obliged to attach to the complaint also the original ticket or, if the complaint is sent by electronic mail, the original ticket needs to be additionally delivered to the Carrier. If the passenger fails to deliver the original ticket, the fare cannot be refunded if the fare refund is the subject-matter of the passenger's complaint. Where the complaint concerns services provided by the driver of the vehicle during the performance of carriage, the passenger is entitled to file a complaint directly with the driver concerned using the form Customer Sheet available from the driver. Where the passenger purchased the ticket from an agent, the passenger is also entitled to file the complaint at the registered office of the agent the passenger purchased the ticket from.
- 13.3. When a passenger files the complaint orally, the Carrier's authorised employee will draw up a report on the filed complaint the complaining passenger is obliged to sign.
- 13.4. In the case that a complaint does not have the particulars referred to in Section 13.2 in Part A hereof, the Carrier will ask the complaining passenger to supplement the complaint within a deadline not shorter than 7 (seven) working days. If the complaining passenger supplements the complaint within the specified deadline, the complaint is considered to have been filed in time. If the passenger fails to supplement the complaint with the specified deadline and the filed complaint does not imply a reason for the recognition of the complaining passenger's claims, the Carrier will reject or postpone the complaint and inform the passenger thereof.
- 13.5. Within 1 (one) month of receiving the complaint, the Carrier shall give a notice to the complaining passenger that his or her complaint has been substantiated, rejected or is still being considered. The Carrier must deliver a notice on the settlement of the complaint to the complaining passenger not later than within 3 (three) months after the date of receiving the complaint.

14. Wi-Fi

- 14.1. The Internet network provided through Wi-Fi on board the Carrier's buses is public and does not have an additional security for the transmission of data (data encryption). The Carrier does not guarantee the amount of data transmitted or the data transmission speed.
- 14.2. Users of the Wi-Fi network are fully informed that the confidentiality and completeness of the information transmitted are not in any way secured and protected. The passenger must secure the confidentiality and security of data transmitted using his or her own means (for instance, using encryption, secured communication protocols, such as https, imaps, ssh and the like). The Carrier has no responsibility for any misuse of the data transmitted in the Wi-Fi network.

15. Special Provisions

- 15.1. Passengers are obliged to find out what types of personal documents are required for entering their destination country (ID card, identification card, passport, entry visa...). The obligation to carry own valid travel document (passport) also applies to children from birth and also to dogs. The passenger is obliged to produce these documents for inspection at the driver's request when boarding the vehicle. The Carrier is entitled to refuse carriage of a passenger travelling without a travel document. In such a case, the passenger is not entitled to a refund of the fare.
- 15.2. Every passenger is personally responsible for the compliance with passport and customs regulations. The passenger shall bear the costs arising from the failure to comply with these regulations.
- 15.3. In the case that customs or police authorities do not allow the passenger to continue in his or her journey, the passenger is not entitled to any refund of the fare or an aliquot part of the fare, or to any other compensation.

16. Personal Data Protection

- 16.1. Personal data are only being processed by the Carrier in a lawful, professional and sensitive manner.
- 16.2. The personal data of passengers are contained in a secured filing system.
- 16.3. All the persons on the part of the Carrier who come in contact with personal data of passengers have been properly instructed regarding the lawful handling of personal data and are bound by confidentiality.
- 16.4. The Carrier only collects data required for fulfilling the purpose and under the terms and conditions stipulated by valid legal regulations.
- 16.5. When buying tickets online through the web portal <u>www.slovaklines.sk</u> or the mobile application, the buyer is obliged to provide the Carrier with the following personal data for the purpose of processing and confirmation of the order, as well as for further communication between the Carrier and the buyer as passenger:
 - a) first name, surname and title;
 - b) telephone number;
 - c) e-mail address.
- 16.6. The purpose of personal data processing is processing of a request for ticket purchase, subsequent confirmation of the request, allowing communication between the Carrier and the passenger regarding the purchased ticket and performing the corresponding transport. The provision of passenger's personal data is a necessary contractual condition for the processing of the request for ticket purchase. The Carrier is entitled to process personal data of passengers in the extent according to Section 16.5 in Part A hereof for purposes other than the purpose specified in Section 16.6 in Part A hereof and under specifically determined conditions only with the passenger's specific consent for, for example, marketing and advertising purposes; the purchase of the ticket is not conditioned by granting such consent.
- 16.7. Under Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the buyer acknowledges that the Carrier will process and retain personal data according to Section 16.5 in Part A hereof for the purposes of processing a request for ticket purchase, subsequent confirmation of the request, allowing subsequent communication between the Carrier and the passenger regarding the purchased ticket and for the purpose of performing the corresponding transport. The legal basis for the processing of passenger's personal data is Article 6(1)(b) of GDPR Regulation No 2016/679 GDPR on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

- 16.8. The Carrier processes personal data of passengers in the extent according to Section 16.5 in Part A hereof only for the period necessary for fulfilling the purpose referred to in Section 16.6 in Part A hereof, namely for the maximum period of 5 (five) years if the ticket is purchased via the web portal or for the period of validity of user account registration if the ticket is purchased via the mobile application.
- 16.9. The Carrier declares that if passenger's personal data are processed by the Carrier based on the passenger's consent and the passenger requests in writing that the Carrier terminates the processing before the above-mentioned period, the passenger's personal data will be erased without undue delay after the delivery of the withdrawal of consent.
- 16.10. In order to comply with all statutory and contractual obligations of the Carrier, personal data may also be disclosed to the extent necessary to third parties involved in ensuring the Carrier's activity in respect of which the personal data are being processed.
- 16.11. The Carrier does not publish or disclose the collected personal data to any persons, except for the case when the Carrier has such an obligation according to a general legal regulation or in specific cases with consent of the passenger whose personal data are concerned.
- 16.12. Passengers are obliged to provide complete and accurate personal data.
- 16.13. The Carrier undertakes to treat and handle passengers' personal data in compliance with valid legal regulations of the Slovak Republic and EU regulations.
- 16.14. After fulfilling the purpose of processing, the Carrier will ensure the destruction of passenger's personal data without undue delay.
- 16.15. The Carrier represents that it has taken appropriate technical and organisational measures corresponding with the method of personal data processing, taking into account, in particular, the available technical means, the confidential nature and importance of the personal data processed, and also the extent of potential risks which are likely to undermine the security or functioning of the Carrier's filing systems.
- 16.16. Rights of the data subject
 - a) The right to withdraw consent when passenger's personal data are processed by the Carrier on the basis of the passenger's consent, the passenger has the right to withdraw the consent at any time. The passenger can withdraw his or her consent
 - i. by electronic mail sent to the e-mail address <u>dpo@slovaklines.sk;</u>
 - ii. in writing, by sending his or her withdrawal to the address of the Carrier's registered office: Slovak Lines, a.s. Bottova 7, 811 09 Bratislava;
 - iii. in person at the Carrier's registered office.

The withdrawal of consent will not affect the lawfulness of processing of your personal data based on the consent.

- b) The right of access the passenger has the right to be provided with a copy of his or her personal data processed by the Carrier and also with information on how these personal data are used by the Carrier. In majority of cases, the information will be provided in a written paper form, unless the passenger requests it to be provided otherwise. When the passenger requests the provision of such information by electronic means, the information will be provided by electronic means, where technically feasible.
- c) Right to rectification the Carrier takes reasonable measures to secure the accuracy, completeness and timeliness of information about passengers available to the Carrier. If the passenger considers that the data are inaccurate, incomplete or out of date, the passenger shall immediately request rectification, update or completion of the data from the Carrier.
- d) Right to erasure (right to be forgotten) the passenger has the right to request from the Carrier erasure of his or her personal data, for instance in the case that the collected personal data are no longer necessary for fulfilling the original purpose of processing. However, the right to erasure needs to be assessed taking into account all the relevant aspects. The Carrier might have some legal and regulatory obligations which do not allow the Carrier to comply with the request.
- e) Right to restriction of processing under certain circumstances, the passenger is entitled to request that the Carrier ceases the use of the passenger's personal data. For instance, where the passenger believes that his or her personal data might be inaccurate or that the Carrier does not need to use them.

- f) Right to data portability under certain circumstances, the passenger has the right to request that the Carrier transmits his or her personal data to another third party chosen by the passenger. However, the right to data portability only applies to the personal data which the Carrier collected from the passenger on the basis of consent or a contract to which the passenger is a party.
- g) Right to object the passenger has the right to object to the processing of data based on legitimate interests of the Carrier. When the Carrier does not have a convincing legitimate reason to process the personal data and the passenger objects, the passenger's personal data will not be further processed.
- 16.17. If a passenger wishes to exercise his or her rights according to Section 16.16 in Part A hereof, the passenger shall contact the Carrier's data protection officer at the e-mail address dpo@slovaklines.sk or in writing by sending his or her request to the address: Slovak Lines, a.s. Bottova 7, 811 09 Bratislava.

Part B Tariff

1. Basic Provisions

- 1.1. This Tariff regulates, in particular, the Carrier's standard fare rates, fare surcharges and discounts, and other charges in respect of carriage of passengers, their luggage or dogs, and also the conditions of the Carrier under which such rates and charges are applied (hereinafter referred to as "tariff conditions").
- 1.2. The Tariff applies to the following bus lines operated by the Carrier: 102806 Bratislava Wien and 102958 Bratislava Schwechat.

2. Tariff and Carriage Conditions

- 2.1. Fare means a price for the carriage of a passenger determined by the Carrier depending on the tariff distance, the type of discount and the nature of carriage (carriage of persons). The fare is set based on the price list for the respective distance between individual bus stops, irrespective of the kilometres travelled.
- 2.2. The price list of fares and charges for the carriage of luggage issued by the Carrier applies to bus lines 102806 Bratislava Wien and 102958 Bratislava Schwechat.
- 2.3. The Carrier is entitled to change the operation and prices for carriage during the period of validity of this type of carriage. The Carrier is entitled to determine various types of discounted tickets for passengers who are frequent travellers on this route.
- 2.4. The fare rates are:
 - a) standard fare;
 - b) reduced fare.
- 2.5. Standard fare means the price for the carriage of passengers who do not claim the entitlement to a reduced fare.
- 2.6. The fares for bus lines 102806 and 102958 are:
 - a) Standard fare for passengers over to the age of 16 (sixteen);
 - b) Discount for children from 0 (zero) years up to the age of 16 (sixteen) per journey.
- 2.7. The following carriage charges are applied on bus lines 102806 and 102958:
 - a) a charge for a dog, except for a guide dog which is transported free of charge;
 - b) a charge for excess luggage, as defined in Article 2 (2.27) in Part B hereof;
 - :) a charge for extra luggage as, defined in Article 2 (2.28) in Part B hereof.
- 2.8. The passenger shall prove the entitlement to discount depending on age, as referred to in Section 2.6 in Part B hereof, by producing his or her ID card or passport. The reduced fare, as referred to in Section 2.6 in Part B hereof, applies to all passengers (not restricted to individuals who are Slovak nationals).
- 2.9. The standard fare and reduced fare rates are set in the price list for the respective bus line published on the Carrier's website <u>www.slovaklines.sk</u>. The Carrier is entitled to change the price list of fares (types of discounts and discount rates, discount for online purchases and purchases via mobile application, PROMO prices, promotional tickets, group tickets, discounts for selected departure days, seasonal surcharges or seasonal discounts, and the like). The Carrier is entitled to set a different fare for tickets purchased directly from the driver at the time of boarding. For more information, passengers can visit any of the Carrier's points of sale or contact the Carrier's Contact Centre at the phone number +4212 55422734 every day between 6.30 am and 6.30 pm or by e-mail sent to: <u>info@slovaklines.sk</u>.

- 2.10. Standard fare tickets and reduced fare tickets are available as one-way and return tickets. A one-way ticket is issued for a specific date and departure time of the given bus service. A return ticket is issued for a specific date and departure time of the outward and return journeys.
- 2.11. Tickets can be purchased at a ticket counter at the Bratislava Main Bus Terminal or at points of sale. Tickets can also be purchased online; passengers can make online orders at <u>www.slovaklines.sk</u>. Tickets for 102806 Bratislava Wien and 102958 Bratislava Schwechat bus lines can be purchased online and via the mobile application.
- 2.12. The Carrier sells through its reservation system also tickets for bus lines operated by other carriers (not only the bus lines 102806 Bratislava Wien and 102958 Bratislava Schwechat). For bus lines operated by other carriers, passengers must print out all parts of their ticket and present the purchased ticket to the driver at the time of boarding. The passenger must keep the portion of the ticket (featuring the text: Not valid as a ticket (Neplatí ako cestovný lístok)) throughout the carriage. Passengers who purchased their ticket with a discount in advance are obliged to present the evidence of their entitlement to the discount to the driver at the time of boarding.
- 2.13. By purchasing a ticket for bus lines operated by other carriers, the passenger agrees to the Conditions of Carriage and General Business Terms and Conditions of that carrier.
- 2.14. Passengers travelling on 102806 Bratislava Wien and 102958 Bratislava Schwechat bus lines may present at the time of boarding:
 - a) their ticket stored on an electronic device (mobile phone, tablet, notebook....);
 - b) printed ticket;
 - c) valid QR code;
 - d) the ticket reservation number.

When the passenger is not able to present the ticket purchased in advance in any of the forms mentioned above, the passenger is obliged to purchase a new ticket and may subsequently file a complaint at the Carrier's registered office. Passengers who purchased their ticket with a discount in advance are obliged to present the evidence of their entitlement to the discount to the driver at the time of boarding.

- 2.15. National carriage within Slovakia and also within Austria is excluded on 102806 Bratislava Wien and 102958 Bratislava Schwechat bus lines.
- 2.16. Ticket selling agents are only responsible for the correctness of sale and issuing of tickets. The carrier concerned is responsible for any problems occurring during the operation of the given bus service for which the passenger purchased the ticket.
- 2.17. The Carrier may also offer discounts other than those mentioned in these Conditions of Carriage. Information on these discounts are published on the Carrier's website.
- 2.18. Buses are fitted with safety belts. Passengers are obliged to use the safety belts to ensure safe carriage.
- 2.19. In addition to the standard and reduced fares, also promotional tickets, carnet tickets, Bratislava Ticket and Wien Ticket VOR Zone 100 can be used on the 102806 Bratislava – Wien bus line. The conditions for the use of these tickets are provided during the purchase process, as well as indicated on the ticket.
- 2.20. A ticket is valid for the journey between the bus stops for the date and departure time of the given bus service indicated on the ticket.
- 2.21. A carnet ticket for 102806 Bratislava Wien bus line is issued for the journey to Wien bus stop and is valid for the journey to Schwechat and Wien Centrum bus stops. There are 10 (ten) journeys indicated on a carnet ticket; each of the ten ticket sections allowing the passenger to undertake one journey which the passenger always has to reserve for the given bus service. A carnet ticket can be purchased at a ticket counter at the Bratislava Main Bus Terminal or from the driver. It is issued in the passenger's name and cannot be transferred to another person. An issued carnet ticket is valid half a year (6 months) from the date of issue and its price is fixed. A carnet ticket cannot be cancelled and its validity period cannot be extended. Individual parts of the carnet ticket may not be separated; the ticket is only valid

together with the part indicating the first name and surname of the passenger. No duplicate carnet ticket is issued for lost or damaged carnet ticket.

- 2.22. Passengers travelling from Austria who purchase a one-way ticket on the route Wien Bratislava or a return ticket on the route Wien – Bratislava – Wien can also purchase a BRATISLAVA TICKET which entitles them to use public urban transport in Bratislava on the given day for which they have purchased the ticket. Tickets are issued at a uniform rate without any age limitations.
- 2.23. Passengers travelling from Slovakia who purchase a one-way ticket on the route Bratislava Wien or a return ticket on the route Bratislava Wien Bratislava can also purchase a WIEN TICKET which entitles them to one-day use of public urban transport in Vienna city in the Wien VOR Zone 100 zone only. Passengers with a one-way ticket may use the one-day WIEN TICKET on the day of their journey from Bratislava for which they have purchased the ticket. Passengers with a return ticket may only use the one-day WIEN TICKET for public transport on the first day of the journey indicated on the return ticket. Standard fare tickets are issued for passengers over to the age of 16 (sixteen) and without any further age limitations. Reduced fare tickets are issued for passengers between the age of 0 (zero) and 16 (sixteen).
- 2.24. Hand luggage with the maximum dimensions of 20cm x 30cm x 50cm is carried free of charge, together with the passenger. Passengers are obliged to place their luggage in such a manner that it does not interfere with boarding/alighting or obstruct the gangway. Passengers are responsible for the safe placement of their luggage.
- 2.25. Maximum 2 (two) pieces of registered luggage (suitcase, bag, backpack) can be carried free of change on 102806 Bratislava Wien and 102958 Bratislava Schwechat bus lines. The maximum permitted dimensions of 1 (one) piece of luggage are 30cm x 60cm x 80cm. The maximum permitted total weight of the carried luggage is 40 (forty) kg. Registered luggage is carried separately from passengers in the luggage compartment or on board the bus under the passenger's attendance. The driver must label the luggage to be carried in the luggage compartment with a luggage registration voucher. The passenger will receive from the driver a stub of the voucher as an evidence the passenger must present for delivery of the luggage in the final stop.
- 2.26. Luggage with dimensions exceeding 30cm x 60cm x 80cm and/or weight above 25 (twentyfive) kg is excess luggage. Excess luggage is carried subject to space availability in the luggage compartment and must be properly packed and tied together. Excess luggage includes skis, snowboard (to be carried on the condition that they are firmly tied together and packed in a special packaging), surf, baby stroller, musical instruments (provided that they are placed in a hard packaging to prevent damage) and other excess luggage. Baby strollers must be folded and accompanied by passengers; the carriage of a baby stroller is free of charge. A bus can carry maximum 1 (one) piece of excess luggage, otherwise at the discretion of the driver and subject to space availability in the luggage compartment. Carriage of excess luggage is subject to a carriage tariff (as defined in Article 2 (2.7) in Part B hereof) set out in the valid price list.
- 2.27. Extra luggage is every next piece of luggage carried extra to the permitted pieces of luggage (1 (one) piece of hand luggage according to Section 2.25 in Part B hereof and 2 (two) piece of registered luggage according to Section 2.26 in Part B hereof). Carriage of extra luggage is subject to a carriage tariff (as defined in Article 2 (2.7) in Part B hereof) set out in the valid price list.
- 2.28. Carriage of luggage not accompanied by a passenger is not permitted.
- 2.29. Delivery of luggage from the luggage compartment is available at all bus stops, except for Bratislava Petržalka Einsteinova stop. The driver will only deliver the luggage at Bratislava Petržalka Einsteinova stop if the passenger notified the driver, at the time when the luggage was placed in the luggage compartment, of his or her intention to alight at Bratislava Petržalka stop. For reasons of safety, the driver will place such luggage on the right side of the bus to be able to unload it swiftly, safety and without any complications. Otherwise the

luggage cannot be unloaded at Bratislava – Petržalka stop and the passenger must continue with his or her journey to the next stop.

3. Carriage of Dogs

- 3.1. A dog can be carried provided that it is placed in a suitable cage (for instance, a crate, special case, special bag and the like) with a leak-tight bottom. The maximum permitted dimensions of a cage are 30x60x80 cm and the maximum permitted weight of a dog is 10 (ten) kg. That does not apply to guide dogs.
- 3.2. Carriage of a dog that is muzzled and leashed, but not placed in a travel cage is not permitted.
- 3.3. At the time of boarding the vehicle, the passenger is obliged to present all the documents required for carriage of the dog abroad. When the documents required for carriage of the dog are missing or incorrect, the Carrier is entitled to refuse carriage and the passenger is liable for any damage arising as a result thereof.
- 3.4. If a dog causes damage or soils the vehicle, the accompanying person is obliged to provide personal data needed to claim a compensation for the damage sustained.
- 3.5. Carriage of a dog is subject to a carriage tariff (as defined in Article 2 (2.7) in Part B hereof) set out in the valid price list.
- 3.6. When carriage of a dog could, in the driver's opinion, jeopardize the safety of operation, limit, soil or damage passengers or the vehicle, the driver is entitled to exclude the dog from carriage.

4. Free Carriage of Guide Dogs

- 4.1. Where a visually impaired person who is holder of TZP-S card is accompanied by a guide dog, the carriage of the guide dog is free of charge.
- 4.2. Disabled persons assisted by a guide dog have the right to travel together with the guide dog marked for that purpose with a white service dog vest featuring a red cross or orange safety stripes.
- 4.3. Carriage of a guide dog is permitted provided the guide dog is on a short leash. The accompanying person (a holder of ŤZP card or a dog trainer) is responsible for the guide dog and obliged to ensure that the guide dog does not endanger passengers, soil or damage the vehicle.
- 4.4. Holders of TZP-S card demonstrate their entitlement to carriage of a guide dog by presenting the original of their TZP-S card which is only valid together with their ID card.
- 4.5. The passenger must carry the relevant documents and confirmations needed for carriage of the dog abroad. When the documents required for carriage of the dog are incorrect, the passenger is liable for any damage arising as a result thereof.

5. Fare Refunds, Change of Bus Service Departure Date

- 5.1. The cancellation terms if the passenger wishes to return a one-way ticket are as follows:
 - a) if the ticket is cancelled more than 15 minutes before service departure from the initial stop, the ticket is cancelled free of charge;

- b) if the ticket is to be cancelled less than 15 minutes before service departure from the initial stop, the ticket cancellation is not possible.
- 5.2. A ticket can be cancelled according to Section 5.1 in Part B hereof as follows:
 - e) by returning the ticket at the point of sale where it was purchased;
 - f) at the website www.slovaklines.sk;
 - g) in the mobile application;
 - h) by phone calling the Carrier's Contact Centre at the phone number +421 2 55 422 734 every day from 6.30 a.m. to 6.30 p.m..
- 5.3. It is not possible to cancel tickets for luggage, dog and additional services.
- 5.4. In the case of a return-ticket, it is not possible to cancel just one journey.
- 5.5. Carnets cannot be cancelled; no replacement carnets are provided for lost carnets.
- 5.6. Provided that the cancellation terms have been fulfilled, a voucher (coupon) will be issued for the passenger for the amount refunded for the unused ticket. The voucher can be used to purchase a new ticket and as a valid method of payment. The voucher will be sent to the passenger's e-mail address. The voucher validity period is six months since the date it was issued.
- 5.7. In the case the Carrier fails to comply with the carriage conditions, the Carrier will refund the fare or an aliquot portion of the fare to the passenger in cash at the Bratislava Main Bus Terminal or by crediting the funds to the passenger's account.
- 5.8. If the passenger has lost the ticket, the passenger is obliged to purchase a new ticket without any compensation.
- 5.9. Illness of the passenger does not entitle the passenger to a fare refund.
- 5.10. No fare refunds are provided in the event the passenger was excluded from carriage or detained by customs or passport control authorities during the journey.
- 5.11. Where tickets are issued with special discounts PROMO PRICES (for instance, promotional ticket, group ticket and the like), such tickets cannot be cancelled, fare cannot be refunded, no compensation is provided, and no change of the departure date or any other change is permitted. Such tickets can only be used for the specific date and time of departure of the service for which they are issued. Such tickets cannot be used in the case of delay of a connection line or flight. The passenger is obliged to purchase a new ticket.

6. Penalties

- 6.1. The persons entitled to inspect tickets are the driver, other member of the bus crew or a ticket inspector who shall present his or her inspection licence to passengers (hereinafter referred to as the "authorised person").
- 6.2. At the request of the authorised person, the passenger is obliged to present his or her ticket for inspection or a document demonstrating entitlement to a reduced fare at any time during the carriage or when alighting the vehicle.
- 6.3. A passenger who fails to present a valid ticket to and at the request of the driver, other member of the bus crew or the ticket inspector during inspection of tickets on board the bus or immediately after the passenger has alighted the bus is obliged to pay on the spot a penalty of EUR 40 (forty) plus the fare from the initial stop of the bus service to the passenger's final stop.
- 6.4. If a passenger presents during the inspection of tickets a ticket purchased for part of the route and the ticket is no longer valid in the point where the inspection is carried out (a ticket purchased for a shorter route than the route travelled by the passenger), the passenger is obliged to pay a penalty of EUR 40 (forty) plus a supplementary fare for the route travelled beyond the part of the route for which the ticket was purchased.
- 6.5. Subsequent presentation of a ticket will be disregarded.

6.6. A passenger who will refuse to pay or cannot pay the fare and the penalty according to Article 6 (6.3) and (6.4) in Part B hereof is obliged to provide the authorised person with his or her identification data needed to recover the fare and the penalty, namely in the following scope: first name and surname, date of birth, permanent address, ID card No. or other identify card No.. Where the passenger is minor (up to the age of 15 (fifteen)), also identification data of the minor's statutory representative need to be requested. At the same time, the passenger loses the right to be carried and may be excluded from carriage. The exclusion from carriage due to the failure to pay the above-mentioned charges is without prejudice to the passenger's obligation to pay these charges to the Carrier.

7. Some Other Payments

- 7.1. A passenger who has damaged or soiled the bus or its interior is obliged to fully compensate the Carrier for the damage.
- 7.2. An accompanying person of a dog that has damaged or soiled the bus or its interior is obliged to fully compensate the Carrier for the damage.
- 7.3. The obligation to provide identification data in the scope referred to in Article 10 (10.6) hereof also apply to a passenger who has damaged or soiled the bus or its interior and failed to pay on the spot the assessed damages or a compensation for cleaning the bus.

Part C Found Items

- 1.1 The driver or other member of the bus crew will hand over any items found in the vehicle after all passengers have left the vehicle and unattended luggage to the left-luggage office at the Carrier's registered office.
- 1.2 When an ID card or a passport is among the items found, the Carrier is obliged to ensure immediate delivery of the ID card or passport to the nearest police department.

Part D Special Regular Services

1. Basic Provisions

- 1.1. The provisions of these Conditions of Carriage shall apply accordingly to special regular services unless otherwise provided herein.
- 1.2. Special regular services are services which provide for the carriage of specified categories of passengers to the exclusion of carriage of other passengers, in particular, the carriage of workers between home and work, the carriage of school pupils and students to and from the educational institution. Special regular services are provided on the basis of an agreement between the Carrier and a customer who ordered the services, namely along the agreed route with the agreed stopping points according to the agreed frequency.
- 1.3. The route of special regular services may be concurrent with routes of bus lines of regular services, using stops and shelters for regular services according to an agreement with the regular services operator, or independent using own route with own stops.
- 1.4. In addition to the Carrier's business name, the buses used must also display, at the front and rear, the name of the final stop and the special regular services involved, for instance, School Bus, Contracted Carriage or the business name of the customer who ordered the services.
- 1.5. The Carrier has the obligation to provide carriage services and the Carrier's obligations only in relation to the specified category of passengers.
- 1.6. The Carrier does not have operational and tariff obligations.
- 1.7. Carriage of bus shipments, registered luggage and standing passengers is excluded from special regular services. That shall not apply to carriage only performed within in the territory of a municipality.
- 1.8. A contract for carriage of passengers within special regular services may be withdrawn under the terms and conditions stipulated in the concluded written contract or under the terms and conditions set forth by the relevant provisions of the Commercial Code.

2. Passenger Rights and Obligations

- 2.1. If the need arises for medical attention to a passenger during carriage and if the passenger is unable to seek medical assistance on his or her own, the Carrier shall ensure the transfer of the passenger from the vehicle.
- 2.2. Passengers must make sure to board the vehicle at the boarding stop in time and alight from the vehicle at the final stop in time. Where operation at the stop allows it, passengers shall board the vehicle in the order they have arrived at the stop.
- 2.3. Where operational or other serious reasons so require, passengers are obliged to alight from the vehicle on the driver's instruction.
- 2.4. Passengers are not permitted, in particular:
 - a) to jump in and out of the vehicle when the vehicle is in motion, open external door, lean out of the vehicle and stay on the steps;
 - b) to board a fully occupied vehicle or a vehicle declared by the driver as occupied;
 - c) to stay in the driver's compartment, in the area intended for boarding and alighting where they might obstruct smooth boarding and alighting of other passengers, and in the vehicles and in the area where they inhibit the driver's external view;
 - d) to give or mimic any of the Carrier's signals used for the operation;
 - e) to talk to the driver while the vehicle is in motion;
 - f) to smoke and use addictive substances on board of vehicles;

- g) to let children to stand or kneel on seats if they might soil the seats or if such manner of carriage causes inconvenience to passengers;
- h) to throw litter and other objects out of the vehicle and let objects to stick out of the vehicle;
- i) to leave objects and animals on seats;
- j) to whistle, sing, behave in a noisy manner or play a music instrument, play reproduced music or speech in the vehicle;
- k) to verify the passenger's eligibility for special regular services, the passenger is obliged to show, at the request of the authorised person, a proof of his or her identity and a document proving that he or she is an employee of the customer who ordered the services or a pupil of the school for which the services are operated. The manner of demonstrating person's identity is, in principle, stipulated in contractual terms and conditions. A passenger who fails to show the above-mentioned documents will be excluded from carriage.
- 2.5. Any failure to perform the carriage by fault of the Carrier or for reasons not caused by the Carrier is regulated in a contract for the provision of special regular services.

Part E Occasional Services

1. Basic Provisions

- 1.1. Occasional services are provided on the basis of an agreement with the customer who ordered occasional services as one-time contracted carriage of the specified category of passengers along the specified route with the specified stopping points.
- 1.2. The Carrier that provides occasional services has the obligation to provide carriage services and the Carrier's obligations only in relation to the specified category of passengers. The Carrier does not have operational and tariff obligations.
- 1.3. Carriage of bus shipments and standing passengers is excluded from occasional services.
- 1.4. The buses and coaches used must be labelled with the business name of the Carrier that provides the occasional services, as well as with the inscription "Tour" (Zájazd) on the front of the bus or coach.
- 1.5. Holder of a transport licence for regular service may perform national occasional services and, based on a journey form, also international occasional services.
- 1.6. The Carrier provides occasional services to passengers from the specified boarding point to the specified alighting point or on the route specified in advance.
- 1.7. As part of the occasional services, the Carrier also provides for the carriage of hand luggage and registered luggage the carriage of which is not expressly prohibited by the Carrier under these Conditions of Carriage. The luggage is not labelled by the Carrier and is carried on the condition of Customer's personal attendance and responsibility. The Carrier is at no time during the service responsible for hand or registered luggage.

2. Contract for Carriage

- 2.1. A contract for carriage of passengers is concluded between the Carrier and the Customer:
 - a) By signing the contractual document titled "Contract for Carriage of Passengers" or a document with a similar title referring to the same legal act in terms of contents and stipulating specific conditions of carriage of passengers different from these Conditions of Carriage and the Tariff; these Conditions of Carriage form an integral part of such a contract.
 - b) By acceptance, effected by the Carrier in writing, of the Customer's written binding order for carriage of passengers delivered to the Carrier in accordance with the Conditions of Carriage. The contract for carriage of passengers is deemed to have been concluded if the written acceptance of the Customer's order has been confirmed by the Carrier and delivered to the Customer.
- 2.2. The provisions of these Conditions of Carriage in the wording published on the Carrier's website apply to all contracts concluded between the Carrier and the Customer.

3. The Customer

- 3.1. The Customer is entitled to deliver the Carrier one written order for occasional services:
 - a) to the Carrier's registered office specified in the Business Register using services of a postal courier or in any other suitable way;
 - b) by fax to the Carrier's fax number provided on the Carrier's website;

- c) by electronic mail to the e-mail address: <u>bus@slovaklines.sk</u> intended for the receipt of transport orders.
- 3.2. The Customer is obliged to specify in the order:
 - a) the date and the exact time when the transport is requested to be carried out;
 - b) the boarding stop and the alighting stop, the exact route of the requested carriage, or any other requested stops;
 - c) if the Customer wishes to order a return journey or a tour with several stops along the route, the requested bus waiting interval between the arrival to and departure from the designated point to the next designated point;
 - d) the number of passengers who are to be carried and the number of buses for the carriage if the number of passengers exceeds the standard passenger capacity of a bus;
 - e) to specify and send the data (first name, surname, phone number) of the person responsible for addressing the Customer's requirements, but also of the contact person for Carrier's needs where the requirements need to be addressed throughout the carriage;
 - f) the Customer's correspondence address and data for billing purposes, including Company Registration No. and Tax Registration No.;
 - g) the requested equipment of the bus or coach according to the description provided on the Carrier's website; if the Customer fails to specify the requested equipment, it is deemed that the Carrier is entitled to perform the carriage by a bus with standard equipment.

4. The Carrier

- 4.1. The Carrier is entitled to accept the delivered order by a written acceptance with an express reference to these Conditions of Carriage delivered to the Customer:
 - a) to the Customer's address provided in the order using services of a postal courier or in any other suitable way;
 - b) by fax to the Customer's fax number provided in the order;
 - c) by electronic mail to the Customer's e-mail address provided in the order.
- 4.2. The Carrier is entitled to request an advance payment for the performance of the ordered carriage up to the amount of 100 (hundred) % of the preliminary price calculated for the ordered carriage.
- 4.3. For this purpose, the Carrier is entitled to issue an advance invoice for the Customer to be sent to the Customer together with the order acceptance or within the time limit specified in the order acceptance. If the Customer fails to pay the advance invoice within 72 (seventy-two) hours before the commencement of carriage, the contract for carriage of passengers shall become null and void. Where the order is sent less than 72 (seventy-two) hours before the commencement of carriage, the Customer is obliged to pay the advance invoice by return.
- 4.4. If the Carrier does not send an advance invoice for carriage ordered well in advance, it is deemed that the Carrier does not require an advance for the payment of the fare and will perform the ordered carriage in accordance with the Transport Contract.
- 4.5. The Transport Contract can only be terminated before the performance of carriage of passengers, namely by a written agreement made between the Customer and the Carrier or by means of withdrawal from the Transport Contract by the Carrier or the Customer in accordance with this Article.
- 4.6. The Carrier is entitled to withdraw from the Transport Contract in writing if:
 - a) The Customer has failed to pay the advance invoice and bankruptcy or restructuring proceedings for the assets of the Customer have been initiated, or the Customer has been put into liquidation;
 - b) The Customer has only paid part of the advance invoice and failed to pay the remaining part of the advance invoice after being requested to do so by the Customer (Carrier);
 - c) For objective reasons which are beyond the Carrier's control (force majeure), the Carrier is not capable of providing the agreed carriage on the specified date and time.

5. Special Provisions

- 5.1. The Customer is entitled to withdraw from the contract if bankruptcy or restructuring proceedings for the assets of the Carrier have been initiated, or the Carrier has been put into liquidation. The withdrawal from the contract must be justified and delivered to the other party:
 - a) to the address of its registered office specified in the Business Register using services of a postal courier or in any other suitable way. The withdrawal from the contract is deemed to have been delivered on the date when the addressee received the mail and, where the mail is not delivered, on the date when the undelivered mail was returned to its sender.
 - b) to the e-mail address specified in the order if the withdrawal from the contract is addressed to the Customer, or to the e-mail address published on the Carrier's website or to the e-mail address of the person specified in the Carrier's acceptance if the withdrawal from the contract is addressed to the Carrier; the date when the electronic mail was sent is deemed to be the date of its delivery.
- 5.2. After the carriage was performed, the person responsible for addressing Customer's requirements will confirm, by signing the SCL (a single ticket (spoločný cestovný lístok) submitted to that person by the driver), the termination of the contractual relationship and acceptance of the completed data (dates, times, route, travelled km, duration of the journey, extraordinary costs and other data).
- 5.3. The Carrier will issue for the Customer a final invoice with the final price reflecting all the data provided in the SCL and in the preliminary price calculation.
- 5.4. In the case of an underpayment, the Customer is obliged to pay the Carrier the difference arisen not later than by the maturity date specified in the final invoice.
- 5.5. In the case of an overpayment, the Carrier is obliged to return the difference to the Customer not later than by the maturity date specified in the final invoice.

6. Price List and Cancellation Terms

- 6.1. The price for transport is determined:
 - 6.1.1. according to the individual categories, depending on the capacity of vehicles and types of means of transport:
 - a) bus with 30 (thirty) to 65 (sixty-five) seats;
 - b) minibus with 15 (fifteen) to 28 (twenty-eight) seats;
 - c) minivan with 8 (eight) seats;
 - d) passenger car with 1 (one) to 4 (four) seats.

6.1.2. depending on the seasonality of the provided carriage:

- a) season 1 = June, September
- b) season 2 = March, April, May, July, August, October
- c) season 3 = January, February, November, December.
- 6.2. Fare from EUR 0.60 (sixty) per 1 (one) km.
- 6.3. Waiting charges from EUR 10 (ten) per 1 (one) hour.
- 6.4. Within Bratislava and its surrounding areas up to 60 (sixty) km, from EUR 75 (seventy-five) per 1 (one) hour.
- 6.5. For transport within Slovakia, also a lodging fee is added to the multiple of the fare and waiting charges if the transport lasts more than 24 (twenty-four) hours, as well as a salary for a second driver if the second driver needs to take part in the carriage, parking fees, VAT, motorway tolls and other charges.
- 6.6. For transport performed abroad, also a lodging fee is added to the multiple of the fare and waiting charges if the transport lasts more than 24 (twenty-four) hours, as well as a salary for a second driver if the second driver needs to take part in the carriage, subsistence expenses,

differences in respect of fuel spent, parking fees, turnover tax, fees for entering cities and other charges.

- 6.7. The final price will reflect all the objective factors, such as, actually travelled km, waiting charges, fees and other charges, or on the basis of the price offer presented by the Carrier to the Customer following the order placement.
- 6.8. The cancellation terms for the cancellation of an order are as follows:
 - a) 0 (zero) % cancellation fee if cancelled 8 (eight) days before the carriage;
 - b) 10 (ten) % cancellation fee if cancelled between 7 (seven) and 5 (five) days before the carriage;
 - c) 40 (forty) % cancellation fee if cancelled between 4 (four) and 2 (two) days before the carriage;
 - d) 60 (sixty) % cancellation fee if cancelled between 48 (forty-eight) and 24 (twenty-four) hours before the carriage;
 - e) 100 (hundred) % cancellation fee of the price of carriage if cancelled 24 (twenty-four) and less hours before the carriage.

7. General Carriage Conditions and Cancellation Terms for Transport to Concerts

- 7.1. Passengers shall only board a bus whose number and name of event are indicated on the ticket, or as instructed by the driver or the Carrier's authorised employee.
- 7.2. The bus will leave for the event at the time indicated on the ticket. Passengers are not entitled to any refund, not even partial if they miss the bus departure.
- 7.3. The bus will depart from the venue 30 (thirty) minutes after the end of the concert. If the duration of the event is extended, the bus will leave 10 minutes after 75 (seventy-five) % of all participants boarded the bus.
- 7.4. Passengers are not entitled to any refund of fare, not even partial if they miss the bus departure.
- 7.5. If the bus is damaged or soiled, the repair or cleaning costs will be covered by the person who has caused the damage or soiling.
- 7.6. It is prohibited to smoke, consume alcoholic beverages and addictive substances during carriage.
- 7.7. Tickets for carriage cannot be bought from the bus driver before departure.
- 7.8. Cancellation terms for transport to concerts:
 - a) a cancellation fee of 10 (ten) % of the fare is charged if cancellation is made 6 (six) or more days before the departure;
 - b) the ticket cannot be cancelled 5 (five) days or less before the departure.
 - c) If the transport to concert is cancelled by the Carrier by reason of not reaching the minimum passenger capacity, the fare will be fully refunded to the passenger without any cancellation fee.

Part F Final Provisions

- 1.1 These Conditions of Carriage shall take effect towards passengers since the date of their publication on the Carrier's website and since that date are considered to form part of the proposal to conclude a contract for carriage of passengers.
- 1.2 Any amendments and supplements to these Conditions of Carriage shall take effect on the date of their publication on the Carrier's website.