

IntercityHotel Budapest – General Terms and Conditions (effective as of 01.07.2021)

I. Introduction

The operator of INTERCITYHOTEL BUDAPEST (hereinafter: IntercityHotel Budapest) hereby draws the attention of all its visitors to the fact that if they wish to be the customers of IntercityHotel Budapest, they shall carefully read the General Terms and Conditions in force at any time (hereinafter: GTC), as well as the Rules on Data Protection and Data Security, and they shall order our services only if they agree with all the points of the GTC and consider those points as binding on themselves, and if they have understood and accepted the Rules on Data Protection and Data Security.

Welcome our dear guest! We wish you a nice rest, a pleasant recreation and a relaxation rich in experiences.

All the staff of our hotel do their best to achieve these goals, but the cooperation of guests is also essential in this respect. To this end, we consider it necessary to take into account and adhere to the standards set out below.

II. Definitions

The terms and concepts used in the GTC have the following meaning:

Service Provider: STAG Hotels Hungary Kft.
registered seat: H-1087 Budapest, Baross tér 7–8.
address of service: IntercityHotel Budapest
H-1087 Budapest, Baross tér 7–8.
company registration number: 01-09-381174
tax identification number: 27904158-2-42
(VAT ID number: HU27904158)
website address: www.intercityhotel.com
Telephone: +36 1 279 9000
E-mail: budapest@intercityhotel.com

Independent representative: Steffen Nachtmann, Executive Manager Tibor Polgár, Head of Company/Director

Guest: the party concluding the Service Contract with the Service Provider, who in practice is the natural person using the Services of the Service Provider and does not fall under the definition of the Person Staying with the Guest.

Person(s) Staying with the Guest or Person(s) Staying in a Room Together: person(s) arriving with the Guest and staying in the Room with the Guest, who use(es) the Accommodation Service and/or the Additional Service(s) together with the Guest.

Cost-bearing Party: the natural or legal person or unincorporated company who or which pays the Service Provider the Consideration due to the Service Provider for the use of the Service. Cost-bearing Party may be the Guest, the Person Staying with the Guest or a third party.

Parties: The Guest or Cost-bearing Party, as well as the Service Provider.

Consideration or Price or Fee: the fee, expressed in currency, due to the Service Provider for the use of the Service, which the Guest or the Cost-bearing Party is obliged to pay.

Part of Consideration: a specific part of the Consideration.

Pre-authorization: A bank card authorization operation which is not directly followed by conducting the financial transaction. This authorization is done for the expected amount of the transaction to the extent of which the bank or credit account balance is blocked; blocking does not mean debiting, it only intends to secure coverage of the actual amount of the transaction. It lasts for the period determined by the issuing

bank, but no later than the end of the settlement stage of the transaction (debiting the actual amount of the transaction), or until the failure of the transaction, which may be unique and different according to the specific regulations of the credit institutions providing bank cards.

Additional Service: Other service provided by the Service Provider to the Guest for spending a meaningful leisure time, maintaining health and improving well-being, which is not part of the particular type of Accommodation Service, provided that the Service Provider offers or provides this service to the Guest at the time of the Service (e.g. consumption from the in-room minibar, massage and/or body treatments etc.). The range of and Consideration for the different types of Additional Services that may be used by the Guests in a given period are published by the Service Provider on the website, or the Service Provider separately informs the Guest(s) thereof at the request of the Guest(s) before or during the provision of the Accommodation Service, depending on when the demand for the Additional Service(s) arises, but in all cases before its/their use. The range of Additional Services changes or may change in different times of the year.

Accommodation Service: providing accommodation in the Hotel for non-long-term stays, including overnight stays and rest, providing other services directly connected to the provision of this accommodation, i.e. restaurant services, e.g. providing breakfast, which are not part of the Additional Services.

Room: a single, twin or triple room in the Hotel. The types of rooms available at any time can be found on the website.

Hotel: IntercityHotel Budapest which is located under the address of H-1087 Budapest, Baross tér 7–8, and the operator of which is the Service Provider, STAG Hotels Hungary Kft.

Service: the summary name of the Accommodation Service and the Additional Service(s).

Website: the www.intercityhotel.com portal and all if its sub-pages the operator of which is Intercityhotel GmbH.

Bank Card: means of payment replacing cash which a bank can give to its customers keeping an account with said bank. The definition of bank card covers both credit cards and debit cards. The list of bank cards accepted by the Service Provider can be found on its Website or at the reception desk of the Hotel.

III. Governing legislation

Below is a non-exclusive list of laws regulating the legal relationship between the Service Provider and the Guest, whether said relationship was specifically defined in the GTC or not:

- Act V of 2013 on the Civil Code (hereinafter: the Civil Code),
- Act CLXIV of 2005 on trade (hereinafter: Act CLXIV),
- Act LXXVI of 2009 on the general rules of commencement and performance of service activities (hereinafter: Act LXXVI),
- Act CLV of 1997 on consumer protection (hereinafter: Act CLV),
- Act XLVII of 2008 on the prohibition of unfair commercial practices against consumers (hereinafter: Act XLVII),
- Act CXII of 2011 on informational self-determination and freedom of information (hereinafter: Act CXII),
- Act C of 1990 on local taxes (hereinafter: Act C),
- Government Decree 239/2009 of 20 October 2009 on the detailed conditions for pursuing accommodation service activities and on the issuing of accommodation-operating licences (hereinafter: Government Decree 239/2009),
- 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,

- in addition to the above, legislation in effect at all times regarding the economic activities performed by the Service Provider and the legal relationship between the Parties.

IV. The scope and amendment of these GTC

These GTC will be published on 01.07. 2021. and shall remain in effect until amended.

The personal scope of these GTC extends to the Service Provider, the Guest and/or the Cost-bearing Party, as well as the Person(s) Staying with the Guest.

The Guest and the Cost-bearing Party acknowledge that based on Section 6:191(4) of the Civil Code, the Service Provider is entitled to unilaterally amend the provisions of these GTC with effect for the future, in which case Service Provider shall inform those concerned of the fact of the amendment and its content by publishing it on the website, provided that the provisions of the Service Contracts concluded before the amendment but not yet terminated are not covered by the amendment.

V. General Terms and Conditions

1. The conclusion of the Service Contract

The Service Contract may be concluded between the Service Provider and the Guest and/or the Cost-bearing Party in different forms:

- If the Service Contract is concluded orally, it shall be deemed concluded when one Party orally (even through telephone) accepts the offer of the other Party (hereinafter: Offer). The oral Offer shall be accepted immediately, otherwise the Service Contract is not concluded. The Service Provider in each case shall send confirmation (hereinafter: Confirmation) to the Guest on the acceptance of the oral Offer.
- If the Service Contract is concluded in written form, e.g. via e-mail or fax, it shall be deemed concluded if the Guest accepts in writing the Offer to establish a Service Contract sent in written form by the Service Provider, or the Guest orally accepts the Offer to establish a Service Contract sent in written form by the Service Provider, and the Service Provider sends a written confirmation to the Guest on the acceptance of the Offer by the Guest.
- Any holiday offer or other offer, special offer, discount published on the website of the Service Provider and available at the reception desk of the Hotel shall be considered an Offer even if it is not an individual offer made for the Guest.

The Guest or the Cost-bearing Party expressly accepts the provisions of these GTC with the conclusion of the Service Contract, and the GTC take effect as part of the Service Contract and remain in force for the entire duration of the Contract.

The Service Provider specifies the other services directly connected to the provision of accommodation (e.g. breakfast, half board, etc.) in the Offer. If there are Additional Services that may be ordered by the Guest, Service Provider shall provide information on their conditions in the Offer.

The Guest may also ask the Service Provider for personalized special Offer in writing or in oral form.

If the Guest wishes to accept Service Provider's Offer with

different content, that must be deemed a call for Offer, and the Service Provider is entitled to send a new Offer or to accept the call for Offer.

In case of clear administrative error that may be recognized by anyone (e.g. the difference in magnitude between the price in the Offer and the reasonable and market price recognizable by anyone), the Offer is considered null and void, and the Guest is obliged to indicate to the Service Provider if he/she experiences such a circumstance. The above provision is governing for all the stages of communication between the Parties relating to the Offer (giving Offer, confirmation, etc.).

If the Service Provider sends a confirmation with content different from what the Guest accepted – including the case of a possible and minor administrative error –, that must be considered a new Offer, and the Guest has the right to either accept or reject it. If the Guest accepts the Confirmation to be considered as new Offer, the Service Provider is obliged to send a written confirmation to the Guest thereof.

In general and in practice, the content of the Service Contract may be learned from the combination of the Offer sent by the Service Provider or available on the website and at the reception desk of the Hotel, the relevant order, the Confirmation and the GTC.

An exception to this is when the Contracting Parties enter into a Service Contract with each other for a specifically defined service.

The minimum conditions for the content of the simplified Service Contract are contained in the GTC.

If a possible dispute arises between the Contracting Parties regarding the conclusion and/or content of the Service Contract or the termination of the Service Contract with contractual performance or without performance, the said conclusion and/or content of the Service Contract or the termination of the Service Contract with contractual performance or without performance shall be verified or, in case of possible dispute, proven by the Contracting Party which refers to the conclusion and/or specified content of the Service Contract and the termination of the Service Contract with contractual performance or without performance, regardless of whether the Contract was concluded orally or in writing (including e-mail and fax).

If the Parties conclude a special Service Contract in a separate document (hereinafter: Special Service Contract), they also regard the content of the GTC as governing concerning the legal relationship created between them, provided that in case of possible differences or contradictions, the content of the Special Service Contract concluded in a separate document – as the content of an individual agreement between the Parties – shall prevail.

2. Minimum conditions for the content of the Service Contract

Unless otherwise specified, the Service Contract shall contain at least the following:

- the time or the duration of the Accommodation Service, i.e. the date of arrival (hereinafter: the Date of Arrival) and the date of departure (hereinafter: Date of Departure),
- the name of the Guest,

- the e-mail address and/or address and/or telephone number of the Guest,
- the number of Persons Staying with the Guest,
- the type of Accommodation Service, including the type of the Room wanted and the style of service, or in case more Accommodation Services are used, the number of Accommodation Services, and in case of using different types of Accommodation Services, the number of Accommodation Services broken down individually by the types of Accommodation Service,
- the amount of Consideration and the method of payment chosen by the Guest,
- the indication if there is a non-refundable consideration to be paid,
- and if the Guest and the Cost-bearing Party are different persons, the (company) name, home address or registered seat of the Cost-bearing Party, and in case of company, the tax ID number of the Cost-bearing Party, in which case the Service Provider concludes the Service Contract with the Cost-bearing Party,
- required Additional Service(s), if the Guest learned the Additional Service(s) before the commencement of the Accommodation Service.

The Service Contract is for a defined period of time (for the time between the Date of Arrival and the Date of Departure, including the said two days).

With the conclusion of the Service Contract, the Service Provider undertakes to provide the Accommodation Service specified in the Service Contract and these GTC, as well as the Additional Service(s) as per the Service Contract, if this/these is/are defined in the Service Contract, according to the Service Contract to the Guest and the Person(s) Staying with the Guest.

The Guest undertakes to use the Service with the Person(s) Staying with the Guest (if there are any), to take responsibility for the behaviour of the Person(s) Staying with the Guest, to pay the Consideration for the Service used by said person(s) to the Service Provider in time, and to compensate Service Provider for any damages that may be caused, even in case the Cost-bearing Party is different from the Guest, but the Cost-bearing Party fails to meet the deadline. The Guest acknowledges that he/she undertakes joint and several guarantee based on the provisions of Sections 6:416–6:430 of the Civil Code for the payment obligations of the Person(s) Staying with the Guest that may arise against the Service Provider, and thus acknowledges that by doing so, he/she expressly waives his/her right of interpleader complaint.

The Guest and the Cost-bearing Party expressly undertake that based on Section 6:427 of the Civil Code they are liable for joint and several guarantee against the Service Provider for payment obligations incurred towards the Service Provider.

The Guest (Cost-bearing Party) acknowledges that the provisions of this point of the GTC also comply with the provisions of Section 6:430 of the Civil Code, which lay out the obligation of the Service Provider as the right holder to inform the consumer.

The Service Provider and the Guest are entitled to amend the content of the Service Contract in writing based on their mutual and consensual will.

3. The termination of the Service Contract

The Service Contract is terminated with the contractual performance thereof, and the contracting Parties have the right to terminate the Service Contract by mutual consent in writing at any time.

The Service Contract may not be terminated by ordinary notice. The cases of termination by extraordinary notice:

- The Guest or Cost-bearing Party has the right to terminate the Service Contract by extraordinary notice with immediate effect, if
- the Service Provider provides the Service under the Service Contract to the Guest (and the Person Staying with the Guest) in a manner that seriously violates the provisions of the contract, and does not ensure the contractual condition within a reasonable time, despite the Guest's notice,
- the Service Provider, or the person acting in the interest of or for the benefit of the Service Provider, or another Guest behaves in a manner against the Guest (and/or the Person Staying with the Guest) that is manifestly contrary to the requirements of a peaceful stay and peaceful rest in the Hotel or of coexistence, is outrageous or intolerable, and the Service Provider does not remedy it despite the Guest's request,
- the Service Provider, or the person acting in the interest of or for the benefit of the Service Provider, or another Guest suffers from an infectious disease that endangers the health of the Guest (and the Person Staying with the Guest). In case of an infectious disease, the Hotel is obliged to act in accordance with the provisions of Decree No 18/1998 of 3 June 1998 of the Minister for National Economy.

- The Service Provider has the right to terminate the Service Contract by extraordinary notice with immediate effect, if
- the Guest or the Cost-bearing Party does not provide or refuses to provide the information necessary for the contractual performance of the service undertaken by the Service Provider by the agreed deadline, or seriously breaches his/her obligation of information provision and cooperation in any other way, causing legal disadvantage to the Service Provider,
- The Guest (and/or the Person Staying with the Guest) causes damage to the Hotel (including the Room), the furnishings, the accessories, other goods and property owned by or being in the possession of the Service Provider, or uses them contrary to their intended use, and does not stop when given warning,
- the Guest (and/or the Person Staying with the Guest) does not comply with the safety regulations and rules of the Service Provider, and the provisions of the GTC, behaves reprehensibly and rudely with the employees of the Service Provider, is under the influence of alcohol or narcotics, behaves in a threatening, abusive or other unacceptable way, or behaves in a manner against other Guests or any other persons staying in the Hotel that is manifestly contrary to the requirements of a peaceful stay and peaceful rest in the Hotel or of coexistence, is outrageous or intolerable, and does not stop when given warning,
- the Guest (and/or the Person Staying with the Guest) commits a crime,
- provided that the behaviour complained of is so serious that it cannot be expected from the Service Provider to sustain the Service Contract, the termination with immediate effect shall not be preceded by prior notice,
- the Guest (and/or the Person Staying with the Guest) suffers from an infectious disease that endangers the health of another

Guest and/or a Person Staying with that Guest or the persons acting in the interest of and for the benefit of the Service Provider, in which case the Guest must leave the Hotel with his/her luggage at his/her own expense within the period specified in the termination by the Hotel. In case of an infectious disease, the Hotel is obliged to act in accordance with the provisions of Decree No 18/1998 of 3 June 1998 of the Minister for National Economy. (Under the Decree, if the Guest is suspected of being infected, the Service Provider has the right to call a physician who establishes the fact of infection, which procedure the Guest is obliged to tolerate.),

- the Guest or the Cost-bearing Party refuses to fulfil the Payment Guarantee or the Security Deposit,
- the Guest or the Cost-bearing Party fails to fulfil the obligation to pay advances and to supplement advances,
- the Guest (and/or the Person Staying with the Guest) does not comply with the legislation in force at any time, in particular, but not limited to, the obligations and standards of behaviour regarding epidemiological standards and measures in effect specified by the State and the Service Provider, in which case the Service Provider has the right to terminate the Service Contract with immediate effect without prior and further notice.

In any of the cases of termination by extraordinary notice specified above, the obligation of payment by the Guest or the Cost-bearing Party begins at the same time as the termination by extraordinary notice.

In case the Service Contract is terminated by the Guest or the Cost-bearing Party by extraordinary notice for any of the reasons above, he/she is obliged to pay Service Provider the Consideration for the Services already used. The payment obligation shall be due at the time of the termination by extraordinary notice. In this case, the Guest or the Cost-bearing Party is not obliged to pay the Consideration for Services not yet used. If the Guest or the Cost-bearing Party already paid the Consideration for the Services not yet used (by way of prepayment), the amount in question shall be returned to him/her by the same method of payment as the prepayment was made.

If the Service Contract was terminated by extraordinary notice by the Service Provider for reasons attributable to the Guest or the Cost-bearing Party, the Service Provider may claim the total amount of Consideration under the Service Contract, but may waive this right in whole or in part, acting at its own discretion.

These regulations do not affect the obligation of the Service Provider or the Guest / Cost-bearing Party to pay compensation in accordance with the law.

The Service Contract shall terminate upon the death or termination of the Guest without a successor.

In case the Guest falls ill during the use of the Accommodation Service and is unable to act in his/her own interest, the Hotel offers the help of a physician. The Guest uses the help of the physician at his/her own risk and responsibility. The physician is not the employee, agent, contributor of the Service Provider, the Service Provider excludes liability for the diagnosis, the applied therapy and its consequences. In case the Guest dies/falls ill, the Service Provider shall claim reimbursement of its costs from the relative, heir or bill payer of the ill/deceased

person, regarding the consideration for any medical and procedural costs or the services used before death, as well as regarding any damages to the equipment or furnishings that were caused in relation to the illness/death.

In case the Service Contract between the Parties is not fulfilled due to reasons of 'force majeure', the Service Contract shall be terminated.

'Force majeure' is any reason or circumstance (e.g. occurrence of war, fire, flood, adverse weather conditions, power outage, strike) over which neither Party has control, therefore, either Contracting Party is released from his/her obligation under the Service Contract for as long as this reason or circumstance exists. The Service Provider and the Guest (Cost-bearing Party) agree that they will do everything in their power and cooperate with each other in order to keep the possibility of these reasons and circumstances to a minimum and to repair the damage or delay caused as soon as possible.

4. Disorderly behaviour

For the peace of the Guests, after 10:00 p.m. – except in the case of events and programmes organized or authorized by the Hotel – loudness, music, activities causing noise, sound effects, as well as watching television or listening to the radio in the Room at disturbing volume, etc., are prohibited.

Irrespective of the time and date, all behaviours and conduct that disturb the peace, security, sense of security and privacy of others, and which are or may be considered harassment and are suitable for intimidating others are prohibited on the Hotel premises.

The employee of the Hotel is entitled to warn the disruptive and/or loud Guest (and/or the Person Staying with the Guest). The first warning is free of charge, for the second and third warnings the Hotel shall debit the room bill of the warned Guest (and/or the Person Staying with the Guest) with the amount of HUF 10 000 each. After the third warning, the Hotel has the right to unilaterally terminate the Service Contract with immediate effect, and to immediately expel the Guest (or the Person Staying with the Guest) from the Hotel without the obligation of refund and/or paying compensation.

The Hotel excludes its liability for any harm caused to another guest by the conduct or behaviour of the Guest (and/or the Person Staying with the Guest).

Furthermore, it is considered disorderly behaviour, if the Guest brings not the usual things to the territory of the Hotel, in particular, but not exclusively, if he/she brings the following things into the territory of the Hotel that specifically cannot be brought into the Hotel:

- goods exceeding the value limit of HUF 1 000 000,
- articles classified as corrosive, flammable chemicals or substances in the legislation in force,
- materials classified as flammable and/or potentially explosive in the legislation in force,
- food and drinks bought not in the Hotel's store or service area (including alcoholic drinks),
- particularly expensive, high-value valuables, historic objects,
- fireworks, firecrackers, parts and components thereof,
- waste, things harmful to the environment and health,

- psychotropic substance,
- any object/article the possession of which violates the law and/or constitutes a crime.

Animals may only be taken into the territory of the Hotel with the prior permission of the Service Provider.

The Hotel may permit in writing for the Guest (and the Person Staying with the Guest) to take something not permitted into the territory of the Hotel if the Guest submits a prior written request to that effect.

If the Guest (and the Person Staying with the Guest) takes something not permitted into the territory of the Hotel without the prior written permission of the Hotel, the Hotel may remove it or have it removed at the expense of the Guest (and the Person Staying with the Guest).

The Hotel excludes all liability for any damage caused to the object/article taken into the Hotel without permission.

The Guest (and the Person Staying with the Guest) is fully and legally liable for any damage and harm caused to another guest, a third party or the Hotel by anything taken in without permission.

5. The rights and obligations of the Parties – The contractual rights and obligations of the Service Provider

The Service Provider reserves the unilateral right to request a payment guarantee – Bank Card Pre-authorization or cash deposit – from the Guest or the Cost-bearing Party upon arrival for basic and extra services not paid in advance (hereinafter collectively: Payment Guarantee). The Service Provider informs the Guest of the fact of a need for Payment Guarantee and its amount, who shall accept the amount and conditions of the Payment Guarantee in writing. The daily amount of the Payment Guarantee may not exceed the amount of the daily room price specified in the Service Contract, and the Service Provider reserves the unilateral right to request additional security deposit (hereinafter: Security Deposit) from the Guest or the Cost-bearing Party in excess of the amount of the Payment Guarantee. The Service Provider reserves the right to terminate the Service Contract with immediate effect if the Guest or Cost-bearing Party refuses to provide Payment Guarantee and/or Security Deposit.

The purpose of both the Payment Guarantee and the Security Deposit is to serve as guarantees for the Service Provider in case the Party providing the guarantee fails to fulfil his/her obligation undertaken in the GTC and/or the Special Service Contract, because then the Service Provider may satisfy its claims under the GTC and/or the Special Service Contract from the Payment Guarantee and/or the Security Deposit. In view of the above, both the Payment Guarantee and the Security Deposit are bail-type guarantees under the Civil Code.

If the Guest or the Cost-bearing Party fails to fulfil the obligation to pay the fee for the used extra services or the services ordered in the Service Contract at the expense of the Guest or the Cost-bearing Party, the Service Provider has the right to enforce this claim directly against the Guest or the Cost-bearing Party as the guarantor.

The security service of the Service Provider has the right to remove any persons from the premises who endangers the peace and security of any activity of the Service Provider, while respecting personality rights. In the event of such action by the security service of the Service Provider, the Service Provider shall not be liable for damages against the Guest or the Cost-bearing Party, nor against the person concerned.

The Service Provider is obliged:

- to perform the accommodation, catering and other services ordered on the basis of the Service Contract with personnel with appropriate expertise, in accordance with the valid regulations and service standards,
- to investigate the written complaint made by the Guest (and/or the Person Staying with the Guest), to take the steps necessary for handling the problem, and to document the results and measures of the investigation.

6. The rights and obligations of the Parties – The contractual rights and obligations of the Guest

Under the Service Contract, the Guest (and the Person Staying with the Guest) is entitled to the intended use of those facilities of the Service Provider which are included in the usual range of services specified in the Service Contract and do not fall under the scope of special conditions.

The Guest (Cost-bearing Party) is obliged to pay the Consideration for the ordered services by the deadline and in the way specified in the Service Contract, also taking into account the regulations detailed in point 2 of The GTC.

Throughout his/her stay, the Guest (and the Person Staying with the Guest) is obliged to comply with the rules of the Hotel regarding the use of services and the provisions of the GTC in force, throughout the territory of the Hotel.

Smoking is only allowed in the designated spots in the facilities of the Service Provider, damages resulting from the breach of this rule and from intentional damage shall give rise to liability for damages against the violator or the offender.

Upon the express request of the Guest (and the Person Staying with the Guest), the Service Provider may, on the basis of a separate agreement, provide a parking space in a garage operated by an external third party under the territory of Hotel for a fee, depending on the current capacity. The Service Provider shall inform the Guest that the parking area is open to public traffic and is outside of the Service Provider's scope of operation. The parking area is monitored by camera, but not guarded, the Rules of Road Traffic are governing when being on the premises. The Service Provider expressly excludes its liability related to damages arising in the parking area.

The costs related to the pre- and post-storage and transport of materials and equipment not owned by the Service Provider shall be borne by the Guest (and/or the Person Staying with the Guest).

7. Accommodation guarantee

In case the Service Provider is unable to provide the Services under the Service Contract through its own fault (e.g. overbooking, temporary operating issues, etc.), it is obliged to arrange the accommodation of the Guest immediately.

The Service Provider is obliged:

- to provide/offer the Services under the Service Contract at the price and for the period specified in the Service Contract (or until the obstruction has ceased to exist) at another accommodation unit of the same or of higher category. All additional costs of providing alternative accommodation shall be borne by the Service Provider;
- to provide the Guest with a free telephone call to communicate the change of accommodation;
- to pay for the price difference between the room in the alternative accommodation offered to the Guest and the Hotel room booked;
- if the Service Provider fully complies with these obligations and the Guest has accepted the alternative accommodation offered to him/her, neither the Guest nor the Cost-bearing Party shall be entitled to a subsequent claim for damages.

8. Terms and conditions of cancellation

Simultaneously with the confirmation of the service ordered by the Guest, the Service Provider shall inform the Guest individually about the terms and conditions of cancellation of the service ordered by him/her. If the Service Provider has not specified any other condition in the confirmation of the order of the Guest, or the Contracting Parties have not provided any other terms and conditions in the Special Service Contract, the Service may be cancelled before 6:00 p.m. (Budapest local time) on the day preceding the Date of Arrival. In such case, the Consideration paid shall be refunded to the Guest (Cost-bearing Party) in its entirety, and the Service Provider shall pay it back to the Guest through the same means by which it was paid to the Service Provider, but in case the cancellation happens after the said deadline, the Guest or the Cost-bearing Party is obliged to pay a penalty for failure to the Service Provider in the amount equal to the fee of the ordered service.

If the Guest ordered the Service with payment of non-refundable Consideration, the Guest does not get the already paid Consideration back, even if he/she cancelled the Service. In case of ordering non-refundable price, the terms and conditions of the use of service (Date of Arrival and Date of Departure) cannot be modified, either.

The Service Provider accepts cancellation, termination or withdrawal only in an express written statement.

9. Compensation provisions

The Service Provider's liability for damages:

The Hotel is only liable for damages caused to items (not excluded from range of articles/objects permitted into the territory of the Hotel) which the Guest (and the Person Staying with the Guest) placed in the designated spot of the Hotel, i.e. only in the closed safe in the room, or if he/she gave it to the designated employee of the Service Provider to be placed in the safe provided in the lobby. If the Service Provider is liable for damages, the amount of compensation regarding the above items is at most fifty times the daily price of the room. The liability of the Service Provider is subject to the general compensation rules, with the exceptions included in these GTC.

The Service Provider's liability for securities, cash and other high-value valuables exceeding the value limit of HUF 1 000 000 only prevails if the Service Provider has expressly taken over the item from the Guest for safekeeping, and the Service

Provider's liability for the items placed in this way is unlimited. If the Guest (or the Person Staying with the Guest) does not hand the items specified in this paragraph over to the Service Provider for safekeeping, the Guest (or the Person Staying with the Guest) shall be liable for the loss of, damage to and destruction of such items, and the Service Provider cannot be held liable in any way.

The Service Provider may refuse to take over securities, cash and other high-value valuables exceeding the value limit of HUF 1 000 000 without justification, and at the request of the Guest (or the Person Staying with the Guest) the Service Provider checks the available options for the safekeeping of valuables, which the Guest may use at his/her own expense.

The Service Provider undertakes liability for all damages caused to the Guest at the location of the service, due to fault of the Service Provider or person(s) acting in the interest of the Service Provider.

The Service Provider's liability does not extend to damages that occurred due to an unavoidable cause outside the control of Service Provider's employees, or if said damages were caused by the Guest (and the Person Staying with the Guest) or his/her guests or employees.

The Service Provider may designate places at the location of service that the Guest (and the Person Staying with the Guest) or his/her guests and employees may not enter. For possible damages and injuries happening at the above-mentioned places the Service Provider assumes no liability; said damages and injuries shall be considered damages and injuries caused by the Guest (and the Person Staying with the Guest) himself/herself.

The Guest (and the Person Staying with the Guest) or his/her guests and employees are obliged to immediately report the damage caused to them to the Service Provider, and provide the Service Provider with all information necessary for the clarification of the circumstances of the incident or for the draw-up of any possible police minutes or for proceedings by the police.

The Guest's liability for damages:

Unless otherwise provided by these GTC, the Guest is liable for (i) the fulfilment of the payment obligation arising under the Service Contract (e.g. payment of Consideration or payment for the use of Additional Services or any other Hotel services) and for (ii) the payment of any damages caused by the Guest to the Service Provider (in this point hereinafter jointly referred to as 'Payment Obligation').

The Guest is liable for the Payment Obligations of (i) the Person(s) Staying with the Guest and (ii) the persons visiting the Guest or the Person(s) Staying with the Guest who do not belong to the previous category (in this point hereinafter referred to as 'Persons Concerned').

The Guest expressly undertakes joint and several guarantee based on the provisions of Sections 6:416–6:430 of the Civil Code for the Payment Obligations of the Persons Concerned that may arise against the Service Provider, and thus acknowledges that by doing so, he/she expressly waives his/her right of interpleader complaint.

If the Consideration is borne by the Cost-bearing Party, the Guest and the Cost-bearing Party undertake joint and several guarantee based on the provisions of Section 6:427 of the Civil Code for the Payment Obligation of the Persons Concerned against the Service Provider (in case of company event, Persons Concerned also include persons being at the premises of the Hotel at the invitation of the Cost-bearing Party, e.g. performer). The Guest and the Cost-bearing Party expressly acknowledge that with regard to the joint and several guarantee, neither of them may exercise the right of interpleader complaint.

The Guest (and Cost-bearing Party) acknowledges that the provisions of this point of the GTC also comply with the provisions of Section 6:430 of the Civil Code, which lay out the obligation of the Service Provider as the right holder to inform the consumer.

In case after the final departure of the Guest or the Persons Concerned it turns out that the Guest or the Persons Concerned have undoubtedly caused property damage to the Service Provider or other Guests or other Persons Concerned or any third party, the Service Provider has the right to enforce the amount of damage against the Guest, even at the expense of the Payment Guarantee and/or the Security Deposit. In this case, the Service Provider is obliged to keep the evidence beyond reasonable doubt for 3 years in its original condition and, if necessary, make it available to the determining authority.

In cases specified in this point, the Service Provider is entitled to initiate appropriate civil, infringement or criminal proceedings (depending on the facts, these jointly) against the Guest and/or the Cost-bearing Party (if any).

The Service Provider is entitled to determine the level of the property damage caused by the Guest (and/or the Person Staying with the Guest) or his/her guests and employees. In case the Guest (and/or the Person Staying with the Guest) or his/her guests and employees dispute the level of the damage they caused, they may seek redress from the supervisor of the employee who determined the level of damage. If the Guest (and/or the Person Staying with the Guest) or his/her guests and employees still do not accept the level of damage determined, they may take legal steps under the legislation in force at any time.

If either of the Contracting Parties communicates data to the other Party on digital storage media or via the internet, said Party is obliged to ensure the security, safety and virus-free nature of the data with appropriate anti-virus means. In case either Party fails to satisfy this obligation, thus causing damage to the computer or system of the other Party, full liability for damages shall be borne by the Party in breach of this obligation.

10. Occupying the Rooms and departure

Check-in

Guests will receive a card as a room key, which requires registration of the guest(s) staying in the room. Registration means the correct completion of the application form and proof of identity of the guest. The presentation of an identity document is a condition of the contract that is considered essential for the Hotel. In case of stateless persons or persons who are not European Union nationals, the presentation and hand over of

the certificate of identity of stateless persons and the passport are obligatory under legislation.

Rooms can be occupied from 2:00 p.m. on the day of arrival.

In case of occupying the room before the said time, the Hotel is entitled to charge extra as specified in the Service Contract or in the confirmation.

Upon request, the Service Provider ensures free of charge usage of a luggage room in the room provided for this purpose, depending on capacity.

In the event of unforeseen technical obstacles due to reasons outside the control of the Hotel, the Service Provider reserves the right to change accommodation.

Unlimited use of the wellness services included in the room price is valid from 2:00 p.m. on the day of arrival to 12:00 p.m. (midday) on the day of departure within its official opening hours.

Checkout

On the day of departure, the Guest (and the Person Staying with the Guest) is obliged to leave the room with his/her luggage and possessions by 12:00 p.m. (midday), and to hand over the key he/she got at check-in at the reception desk.

In case of leaving the room after the said time, the Hotel is entitled to charge extra as specified in the Service Contract or in the confirmation.

The Hotel has the right to resell the room which was left before the Date of Departure.

The Guest or the Cost-bearing Party is obliged to pay the price of his/her stay at the Hotel no later than before his/her final departure from the Hotel in the way specified in the Service Contract.

If payment is refused for any reason, the Hotel reserves the right to withhold the possessions of the Guest (and the Person Staying with the Guest) brought into the Hotel and to enforce its lien on said possessions.

In case the Guest leaves the Hotel without payment, the Hotel shall enforce its legal claims against the Guest or the Cost-bearing Party in addition to filing a police report, the cost of which will be charged on the Guest.

The Hotel shall debit the bank card of the Guest or the Cost-bearing Party for any subsequent charges that have not been paid.

Visitors

Only Guests (and the Person Staying with the Guest) registered at the reception desk may stay in the Hotel rooms. The Guest (and the Person Staying with the Guest) has joint and several liability for the behaviour (including any damage caused) of his/her visitors. The Hotel excludes liability for damages caused to the Guest (and/or the Person Staying with the Guest) and/or any third party by the visitor.

The Hotel will charge an additional fee for guests not listed among the guests of the room booked.

Guests under 18

Children under 14 may only stay in the room under the continuous supervision of a parent or any other capable person authorized by the parent. The attendants of a child are responsible for the safety of the child and any damage caused by the child.

Children under 14 may only use the services of the Hotel in the company of their parent(s) or any other capable person authorized by their parent(s).

Persons under 18 are not allowed to drink alcohol at the events and on the premises of the Hotel. Compliance with this obligation is the responsibility of the parent of the person under 18 or the capable person authorized by the parent. The parent or the capable person authorized by the parent shall be fully liable for the legal, moral and material consequences of the breach of this obligation.

Extension

Extension means the increase by at least 1 night of the Service Contract.

The prior approval of the Service Provider is required in each case for the extension of the use of the Service initiated by the Guest. In case of extension, the Service Provider may stipulate the payment of the fee for the already performed Service.

The Service Provider has no obligation to fulfil the request for extension. The Service Provider makes the extension dependent on the availability of rooms and services.

The Room and the Service(s) requested to be extended are subject to the prices without discount in effect on the original Date of Departure. The Service Provider may deviate from this rule in the interests of fairness, to the benefit of the Guest.

The Guest is obliged to notify the employee working at the reception desk of the Hotel of his/her request for extension of the use of the Service no later than 12:00 p.m. (midday) on the Date of Departure.

11. Failure of using the Service

In case a Guest fails to arrive without giving prior notification, if the Guest ensured the use of the Service as per the Service Contract, then the total amount of the Consideration for the Service ordered and indicated in the Offer accepted and confirmed by the Guest shall be charged.

In such case, the Guest (Cost-bearing Party) is obliged to pay the Service Provider the Part of Consideration not yet paid.

If the Guest guaranteed the reservation with a Payment Guarantee (including Pre-authorization by Bank Card details), the Service Provider is entitled to debit the account belonging to the Bank Card up to the total amount of the Consideration.

If the Guest (Cost-bearing Party) used the Service in non-refundable form and ordered it by payment of Consideration, the Guest (Cost-bearing Party) does not get the paid Consideration

on back in case he/she fails to arrive, i.e. fails to use the Service; the Service Provider shall not refund said Consideration to the Guest.

In case of ordering Offers subject to special conditions, the Service Provider may establish conditions different from the above, specified in a special Service Contract.

12. The Consideration due to the Service Provider for the Service, and the payment thereof

The Guest or the Cost-bearing Party is obliged to pay the Consideration of the Service by advance bank transfer, in cash on the spot, with bank card on the spot, with SZÉP card or using a combination thereof.

The types of Bank Cards accepted by the Service Provider are posted by the Service Provider on the Website or at the reception desk of the Hotel.

The Guest is entitled to pay the Consideration or Part of the Consideration to the Service Provider in euro, provided that in such case, at the unilateral decision of the Service Provider, the foreign exchange central rate of the account-holding bank of the Service Provider is governing during the exchange of the Consideration expressed in Hungarian forints into euro at the time of payment at the reception desk.

The Service Provider basically differentiates the Consideration arising from the Service Contract (i.e. the Consideration of the Accommodation Service and the Additional Service) according to age in the case of accommodating 2 adults in the same room as follows:

- from 0 to under 6 years of age, no payment obligation arises from the Service Contract for the person concerned in case of using extra bed;
- for children between the ages of 6 and 12, in case of using extra bed, the person concerned is obliged to pay Service Provider 50% of the current price for an adult;
- for children who have already turned 12, in case of using extra bed, the person concerned is obliged to pay Service Provider 100% of the current price for an adult.

The Consideration consists of three parts:

- The Consideration for the Accommodation Service
- The Consideration for the Additional Service
- The amount of taxes (VAT and tax on tourism)

The currency of the invoice issued by the Service Provider for the services performed, in accordance with the Hungarian legislation, for the settlement of the consideration for the services fulfilled under the Service Contract, and for the settlement of consideration for the extra consumptions by the Guest (Person Staying with the Guest), containing the details of the services and consumptions, is HUF.

The Service Provider shall record in each case the use of consumption specified in the Service Contract or any extra consumption in its computer system, of which the Service Provider shall prepare a written certificate of performance. The person(s) specified in the Service Contract by the Guest (the Person Staying with the Guest) is/are obliged to confirm the consumption by signing the certificate prepared on the consumption.

If the currency of the price specified in the confirmation by the Service Provider is not HUF, the consideration to be paid shall be indicated in the invoice issued by the Service Provider both in the foreign currency of the confirmation and in HUF, while also indicating the exchange rate. The conversion shall be made at the value of the foreign exchange central rate of the account-holding bank of the Service Provider valid on the last day of the period specified in the Service Contract.

The invoice issued by the Service Provider shall be settled by the Guest (Cost-bearing Party) in the currency of the confirmation. If the transfer is not in the currency indicated in the confirmation, the conversion shall be made based on the foreign currency exchange rate of the Service Provider's account-holding bank valid on the day of crediting the amount to the Service Provider's bank account.

When settling the invoice, the bank costs related to the transfer of the final amount of the invoice shall be borne by the Guest (Cost-bearing Party).

After the invoice is issued, the Service Provider is not able to change the billing name and address.

To guarantee the use of the Service, Service Provider:

- requests an advance payment of 50%, which may be done by advance transfer or providing Bank Card details, and by Pre-authorization by the Service Provider making up 50% of the Consideration of the Services ordered and confirmed, or
- in case of special offer, i.e. a so-called non-refundable order, it shall charge at the moment of the order the total amount of Consideration of each Service specified in the Confirmation or the Offer accepted and confirmed by the Guest, which may not be refunded to the Guest (Cost-bearing Party).
- The Service Provider reserves the right that if the Guest's reservation falls within a time interval that is subsequently established by the Service Provider as a priority period, the Service Provider may ask for further advance payment on the details of which the Service Provider shall inform the Guest in writing. The Guest is obliged to fulfil the obligation of advance payment or confirm the Pre-authorization in writing within 5 days of receiving the information, otherwise the Service Provider is entitled to terminate the Service Contract with immediate effect and cancel the Guest's reservation. Furthermore, the Guest has the right to cancel his/her reservation within 5 days of receiving the information without legal consequences.

In case provisions different from the above appear in the confirmation of the Guest's order sent by the Service Provider or in the Special Service Contract, the content of the confirmation and the Special Service Contract shall prevail.

The Service Provider establishes the Consideration regarding the Service in the Offer, as well as the tax components specified by law and valid at the time of offer.

The Contracting Parties are bound by the Consideration(s) specified in the Offer accepted and confirmed by the Guest, and they may not change the Consideration of the Service unilaterally.

The Service Provider names a few Additional Services below by listing examples, in view of the fact that they deviate from

normal contractual practice and are available at an additional cost.

- Compulsory cleaning service in case of non-intended use of the Room
If the Guest(s) or the Person(s) Staying with the Guest smoke(s) in a non-smoking Room, or perform(s) an activity in the Room that is incompatible with the Accommodation Service or the Additional Service and which significantly exceeds the normal extent of room cleaning, the Service Provider is entitled to charge extra fee.

The current fees regarding the Consideration connected to the compulsory cleaning service can be found at the reception desk of the Hotel.

- Excess use
In case the Guest (and the Person(s) Staying with the Guest) do(es) not leave the Room by the deadline, the Service Provider is entitled to enforce a fee against the Guest for the further use of the Room (hereinafter: Excess Use Fee).

The Guest (Cost-bearing Party) is obliged to pay the Service Provider the Excess Use Fee as part of the Consideration, if the obligation to pay the said fee arises.

The prices regarding the Room valid at all times are posted at the reception desk of the Hotel.

The prices for the Additional Services are available at the place of use of said Services.

Prices of the catering services of the Service Provider not mentioned in the Service Contract appear in the menus and drink menus found in the individual catering units. The service fee applied and indicated on the invoice is 15% of the value of à la carte food and beverage consumption.

The Room price contains:

- Accommodation with basic package;

The basic package contains:

- rich breakfast and dinner buffet,

Other services:

free wi-fi internet connection in the entire territory of the Hotel,

The Service Provider is obliged to issue invoice(s) on the Consideration due, according to the provisions of the legislation in force.

The Guest and the Cost-bearing Party acknowledge that based on Section 6:427 of the Civil Code they are liable for joint and several guarantee against the Service Provider for payment obligations incurred towards the Service Provider.

13. Complaint handling

The Guest or the Person(s) Staying with the Guest (hereinafter: the Complainant) may notify the Service Provider of possible complaints arising during the Accommodation Service regarding the behaviour, acts or omission of a person acting in the interest of or for the benefit of the Service Provider, regarding the quality or cancellation of a given Service, or the quality, furnishings of the Room, as well as regarding the quality of the Hotel (hereinafter: Complaint), at the reception desk of the Hotel no later than on the Date of Departure, either in writing or in oral form.

The Service Provider is obliged to investigate the Complaint and reply within 30 days.

The Service Provider is obliged to justify its position rejecting the Complaint. The Service Provider shall keep the minutes drawn up of the Complaint and a copy of the reply, and present them to the control authorities upon request. In case the Complaint is rejected, the Complainant may initiate an official procedure or proceedings before a conciliation panel with his/her complaint. The Complainant consumer (hereinafter: Consumer) may turn to the authority for consumer protection: According to Government Decree 387/2016 of 2 December 2016 on the designation of the authority for consumer protection, in administrative authority matters the district office or the county seat district office has competence in the first instance, while the Pest County Local Government Office has national competence in the second instance. Contact details of the district offices: <http://jarasinfo.gov.hu>

In case of consumer Complaint, the Complainant may turn to a conciliation panel. Settling consumer disputes outside of court belong to the powers of the conciliation panel. The task of the conciliation panel is to try to reach an agreement between the Parties in order to settle the consumer dispute, and in case it is not successful, the panel makes a decision in the matter to ensure that consumer rights are enforced easily, quickly, efficiently and cost-effectively. At the request of the Consumer or the Service Provider, the conciliation panel gives advice regarding the rights and obligations of the Consumer.

In case of cross-border consumer disputes concerning an online Sale Contract or an online Service Contract, only the conciliation panel operating alongside the Budapest Chamber of Commerce and Industry has jurisdiction over the procedure.

If the Guest or the Consumer does not turn to the conciliation panel, or the procedure has not reached its goal, the Guest is entitled to go to court in order to settle the dispute. The court proceedings must be initiated by submitting an application.

14. Data processing

The Privacy Policy of the Service Provider is available on the www.intercityhotel.com website and at the reception desk. Furthermore, we provide information on data processing on each form to be completed.

15. Confidentiality

The Service Provider declares that it shall treat all information and data it learns in connection with the Guest and/or the Persons Staying with the Guest as confidential data and assumes obligation of secrecy in accordance with the legislation in force at any time.

16. Joint and several guarantee

The Guest and the Cost-bearing Party acknowledge that in cases when the provisions of the GTC involve joint and several guarantee, it means in each case the joint and several guaran-

tee undertaken by the obligated guarantor under the provision based on the provisions of Sections 6:416–6:430 of the Civil Code, according to which the obligated guarantor is not entitled to the right of interpleader complaint.

VI. Other miscellaneous provisions

In matters related to the Service Contract, the Parties shall primarily communicate via e-mail and make statements via e-mail. If either Party so requests, the substantive statements relating to the Service Contract must be reinforced in a private document of full probative value.

If these GTC confer a right or obligation on the Service Provider, the right-holder thereof or the person fulfilling the obligation shall be primarily an employee of the Service Provider holding at least a middle management position, such as Front Office Manager, Sales Manager, and only secondarily the Executive Director of the Service Provider.

The employee holding such a position is obliged to explore in detail the circumstances of the given case and to exercise the right and fulfil the obligation on the basis thereof.

In case the Guest or the Person Staying with the Guest does not agree with the decision of the above-mentioned employee, he/she may turn to the supervisor of the employee with his/her complaint.

If the Service Contract is concluded with the Service Provider by the persons together using the Service as Guests at the right-holder side, these Guests shall be deemed to be jointly liable with respect to the concluded Contract.

Should certain provisions of the Service Contract and/or the GTC forming an integral part thereof become invalid in whole or in part, this shall not affect the validity of the other provisions. By means of interpretation or supplementation, a regulation must be found which achieves the economic objective sought by the invalid provision within the limits permitted by law.

With regard to issues not regulated herein, the Hungarian legislation and official regulations in force at any time concerning the activities of the Service Provider, as well as the provisions contained in the Civil Code shall apply without any special stipulation.

Disputes arising from a contract shall be settled by negotiation between the Parties, and in case of failing to do so, they shall submit themselves to the competence of the court specified in Act CXXX of 2016 on civil procedural law for the settlement of any dispute, regardless of the amount in dispute.

Budapest, 01.07. 2021
STAG Hotels Hungary Kft.