

General Terms and Conditions

1. Preamble

1.1. These General Terms and Conditions of VILLA HOTELS govern all agreements between the Service Provider specified below and the Guest regarding the use of the accommodation and services provided by VILLA HOTELS operated by the Service Provider.

1.2. These VILLA HOTELS General Terms and Conditions apply to the use of all Services operated by the Service Provider, available on the website villahotels.degrassi-srls.com and used by the Guest.

1.3. The Services and other information displayed on the Website are for informational purposes only and are valid at the time the villahotels.degrassi-srls.com website was updated.

1.4. The latest, valid version of these VILLA HOTELS General Terms and Conditions is available at all times on the website leprimore.hu.

1.5. Special, individual conditions not regulated in these GTC do not form part of the published General Terms and Conditions, but do not preclude the conclusion of separate agreements with travel agents, organizers, etc., with different conditions depending on the type of business.

2. Service Provider Details

2.1. DeGrassi Srls. Registered office: Via della Lastra 12, Florence, 50139, Italy

VAT: IT06780200488

2.2. Service provider bank details:

Bank name: FINOM PAYMENTS BV

Bank address: JACHTHAVENWEG 109H, AMSTERDAM

Bank account holder name: **DeGrassi Srls.**

Bank account holder address: **Via Della Lastra 12., 50139, Firenze, Italy**

Bank account number: **IT04 2181 0301 6000 6631 3698 140**

SFIWT/BIC Code: **FNOMNL22**

3. Website hosting provider details

- **Name:** Websupport

4. General provisions

5. Definitions

5.1. Quote: The price sent by the Service Provider to the Guest or an individually tailored offer for the Service.

5.2. Price: The price indicated on the Website, which is the consideration for the service provided by the Service Provider.

5.3. GTC: the present VILLA HOTELS General Terms and Conditions.

5.4. Parties: The Service Provider and the Guest jointly.

5.5. Consumer: a natural person acting for purposes other than their independent occupation or economic activity, who purchases, orders, receives, uses or consumes goods, or is the addressee of commercial communications or offers relating to goods. For the purposes of the rules governing the conciliation body, with the exception of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulations (EC) No 2006/2004 and (EC) No 2005/21 and Directive 2009/22/EC – a consumer shall also mean a civil society organization, a legal entity governed by ecclesiastical law, a condominium, a housing cooperative, which acts for purposes other than its trade, business or other professional activity and which purchases, orders, receives, uses or intends to use goods or is the addressee of commercial communications or offers relating to goods. Within the internal market, action against unjustified territorial restrictions on content based on the nationality, place of residence or place of establishment of the buyer and other forms of discrimination, as well as Regulation (EC) No 2006/2004 and Regulation (EU) 2017/2394 and Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 amending Directive 2009/22/EC [hereinafter: (EU) 2018/302] shall also include, in addition to the above, any undertaking classified as a buyer under

Regulation (EU) 2018/302, as well as any person acting in the course of their profession, independent occupation or business activity.

5.6. Consumer contract: a contract to which one of the parties is a Consumer.

5.7. Website: the website villahotels.degrassi-srls.com.

5.8. Intermediary: a third party acting on behalf of and in the name of the Guest when placing an order for the use of the Service.

5.9. Order: the order for the Service selected by the Guest, broken down by quantity, time, price, payment and other conditions.

5.10. Accommodation: The premises of Villa Hotels

5.11. Contract: The contract between the Service Provider and the Guest for the use of the Service, concluded via the Website, electronic mail or telephone, of which these GTC are an integral and inseparable part.

5.12. Service Provider: DeGrassi Srls. Via della Lastra 12., Florence, 50139, Italy

5.13. Service: the services offered on the Website and intended for sale on the Website.

5.14. Durable medium: any device that enables the Customer or the Company to store data addressed personally to them in a way accessible for future reference and for a period of time commensurate with the purpose of the data, and to display the stored data unchanged.

5.15. Company: a person acting in the course of their profession, independent occupation or business activity.

5.16. Guest/You: the Consumer and the Company.

5.17. Price: the consideration to be paid for the Service.

6. Conclusion and content of the Contract

6.1. The Contract may be concluded in the following ways:

6.1.1. The Buyer initiates registration on the website. Registration is confirmed and accepted by email. Upon acceptance of the registration, the service provider sends the buyer a PayPal payment link or bank account number for bank transfer. The buyer then pays the annual membership fee. The contract is concluded when the annual membership fee is credited to the service provider's account. Only then is the customer entitled to use the services.

6.1.2. A contract concluded electronically by email is only valid if the email has been expressly confirmed by the Seller.

6.1.3. A contract may also be concluded between the Parties in person at the Service Provider's registered office or branch office, or by telephone.

6.1.4. In the case of a Direct Order, the services provided by the Service Provider shall be used by the Guest.

6.1.5. If the Guest orders the Services directly from the Service Provider, the Guest shall be the Contracting Party.

6.2. Orders may only be validly placed in accordance with the provisions of this chapter.

6.3. Both the Service Provider and the Guest shall be equally entitled to conclude a contract for the Service by contacting the other Party. The Service Provider shall be entitled to contact the Guest by personal, telephone or electronic means to make a Quotation.

6.4. The Price stated in the Quotation issued at the request of the Guest shall be valid only for the period specified in the Quotation.

6.5. The Quotation shall be considered a non-binding statement, and its acceptance by the Guest shall not automatically imply an obligation to conclude a contract. If the Order sent on the basis of the Quotation differs from the Quotation issued and accepted by the Guest, the Service Provider shall not be obliged to accept and fulfill the Order and may prepare a new Quotation for the Guest in accordance with the changes. The Prices specified

in the Quotation shall only be valid if the entire Quotation is accepted without changes.

6.6. In view of the health and safety risks associated with certain Services, the Service Provider can only provide the Services if the Guest provides the Service Provider with their name and address before using the Service.

6.7. The Service Provider shall send an offer in response to a request for an offer made by the Guest in person or in writing. If no specific order is received within 48 hours of the offer being sent, the Service Provider's offer shall cease to be binding.

6.8. The Contract shall be concluded upon the Service Provider's written confirmation of the Guest's reservation made in writing or verbally in person, and shall thus be considered a written Contract.

6.9. Orders, agreements, modifications made verbally in person or verbal confirmation thereof by the Service Provider shall not be considered contracts.

6.10. The Contract for the use of the Service shall be valid for a specified period.

6.11. If the Guest leaves the hotel permanently before the end of the specified period, the Service Provider shall be entitled to the full consideration for the services specified in the Contract. The Service Provider shall be entitled to resell any Services that become vacant before the expiry date.

6.12. Any extension of the use of the Services initiated by the Guest requires the prior written consent of the Service Provider. In this case, the Service Provider may stipulate the reimbursement of the fee for the Services already provided.

6.13. Any amendment and/or supplement to the Contract shall require a written agreement signed by both Parties.

7. Cancellation conditions

7.1. Unless otherwise specified in the hotel's offer, accommodation services may be cancelled without penalty 5 days prior to the date of arrival. If this is not done, the reservation shall be considered valid and deducted from the member's annual booking allowance.

7.2. In the case of a full VillaHotels booking, the stated minimum age requirement of 18 years does not apply, and guests under 18 years of age are allowed to stay at the hotel.

If a minor is staying at the hotel, the entire booking must be cancelled in case of cancellation; it is not possible to cancel individual rooms or suites.

If no guests under 18 years of age are included in the booking, individual rooms may be cancelled according to the applicable terms.

If a guest arrives at VillaHotels with a person under 18 years of age without having booked the entire villa, the operator may impose a penalty fee.

8. Prices

8.1. The hotels operated by the Service Provider can only be used upon payment of the annual membership fee. The membership packages are Gold, Silver and Bronze. The annual membership fee for Gold membership is €199,000-. The membership fee is valid for the current year, i.e. from January 1 to December 31. After paying the annual membership fee, the customer is entitled to spend a total of 99 nights per year in all VILLA HOTELS hotels, suites or superior rooms, with all-inclusive service for two people. The annual membership fee for Silver membership is €119,000-. The membership fee is valid for the current year, i.e. from January 1 to December 31. After paying the annual membership fee, the customer is entitled to spend a total of 59 nights per year in all VILLA HOTELS hotels, suites or superior rooms, with all-inclusive service for two people. The annual membership fee for Bronze membership is €59,000-. The membership fee is valid for the current year, i.e. from January 1 to December 31. After paying the annual membership fee, the customer is entitled to spend a total of 29 nights per year in all VILLA HOTELS hotels, suites or superior rooms, with all-inclusive service for two people.

8.2. When communicating prices, the Service Provider shall indicate the tax rate applicable at the time of the offer, as regulated by law. The Service Provider shall pass on any additional charges resulting from changes in the applicable tax law to the Contracting Party with prior notice.

8.3. Membership is valid for 1 year, i.e. from January 1 to December 31. Membership is not automatically renewed. We will send an email to registered members 90 days before the expiry date. The email will contain a PayPal link for payment by credit card and a bank account number for bank transfer. The customer must pay the new annual membership fee within 3 days. If the customer does not pay the membership fee for the following year, their membership will expire on the expiry date. The Service Provider will delete all data relating to the member 3 days after expiry. The member must then re-register to apply for membership again. The procedure is the same as for the initial registration.

8.4. If the member does not use the credit (nights) associated with their annual membership, the remaining nights will be deleted on December 31. Remaining nights cannot be carried over to the following year. No refunds will be given for unused nights.

9. Method of payment

9.1. The Service Provider shall pay the consideration for the services provided to the Contracting Party within 3 days of confirmation of registration by email at the latest.

9.2. The Service Provider shall charge for other services used that are not included in the membership services on site. On-site payment can only be made by credit card

10. Method and conditions of use of the service

10.1. Guests may occupy the hotel suite or room from 2:00 p.m. on the day of arrival and are required to vacate it by 11:00 a.m. on the last day of their stay.

11. Digital document reader

11.1. In accordance with the applicable laws, guests must present a personal identification document upon arrival. This may be a passport or, for EU citizens, an identity card.

12. Pets

12.1. Pets may be brought to the Service Provider's accommodation after prior consultation and may be kept in the hotel room under the supervision of the Guest, including in the common areas.

12.2. The Guest must notify the hotel in advance when bringing a pet to the hotel.

12.3. The Guest is fully responsible for any damage caused by pets and is obliged to pay any additional cleaning costs on site.

13. Refusal to perform the contract, termination of the service obligation

13.1. The Service Provider is entitled to terminate the Contract for accommodation services with immediate effect and thus refuse to provide the services if:

a) the Guest does not use the room or facility provided for its intended purpose;

b) the Guest behaves in a manner that is objectionable or rude towards the safety and order of the accommodation or its employees, is under the influence of alcohol or mind-altering substances, or exhibits threatening, offensive or other unacceptable behavior;

c) In the event of termination of the Contract for this reason, the membership fee paid shall not be refunded.

14. Accommodation guarantee

14.1. After accepting the registration and paying the membership fee, the guest can make a reservation on the villahotels.degrassi-srls.com/login.html website. You can access the website by entering your email address and membership ID number. On the booking page, select the desired Villa Hotel and enter the arrival and departure dates. The booking request will then be sent electronically to the service provider, who will reply by email within 48 hours to confirm whether the room or suite requested in the booking is available at the given time. If there are no rooms available at the given time, we will inform you by email so that you can choose another date or another Villa Hotel.

14.2. Reservations sent via the booking page are not considered confirmed. The Service Provider will only send confirmation to the customer by email.

15. Illness or death of the guest

15.1. If the Guest falls ill during the period of use of the accommodation service and is unable to act on their own behalf, the Service Provider will offer medical assistance.

15.2. In the event of the Guest's illness/death, the Service Provider shall be entitled to compensation from the sick person's/deceased person's relatives, heirs or the person paying the bill for for any medical and procedural costs, the cost of services used prior to death, and any damage to equipment or furnishings caused in connection with the illness/death.

16. Rights of the Contracting Party

16.1. Under the Contract, the Guest is entitled to the intended use of the room ordered and those facilities of the accommodation that are included in the scope of services and are not subject to special conditions.

16.2. The Guest may lodge a complaint regarding the services provided by the Service Provider during their stay at the accommodation. The Service Provider undertakes to handle any complaints submitted in writing (or recorded in a report) during this period.

16.3. The Guest's right to complain expires upon departure from the accommodation.

17. Obligations of the Guest

17.1. The Guest is obliged to pay the price of the Services ordered in the Contract by the date and in the manner specified in the Contract.

17.2. We only accept registrations from customers over the age of 30. Only persons over the age of 18 are allowed to stay at the accommodation. Accommodation facilities do not accept guests under the age of 18.

18. Liability for damages

18.1. The Guest shall be liable for any damage suffered by the Service Provider or a third party as a result of the fault of the Guest, his/her companion or other persons under his/her responsibility. The Guest is liable to compensate the Service Provider for any damage caused by him/her. This liability shall also apply if the injured party is entitled to claim compensation directly from the Service Provider.

19. Rights of the Service Provider

19.1. The Service Provider reserves the unilateral right to request a payment guarantee from the Guest or the person bearing the costs – pre-authorization of a bank card, cash deposit – for extra services.

19.4. The purpose of the advance payment, payment guarantee and deposit is to serve as security for the Service Provider in the event that the party providing the security fails to fulfill its obligations under the GTC or the individually specified extra service contract. The Service Provider may satisfy its claims under the GTC or the individually specified service contract from the Payment Guarantee or the Security Deposit in the cases specified in this section. In view of the above, both the Payment Guarantee and the Security Deposit are security deposits under civil law.

19.5. If the Guest or its cost bearer fails to fulfill its obligation to pay for the extra services used or the services ordered in the service contract at the

expense of the Guest or the cost bearer, the Service Provider shall be entitled to enforce this claim directly against the Guest or the cost bearer as guarantor.

19.6. If the Guest fails to fulfill their obligation to pay for services used or ordered in the Contract but not used, the Service Provider shall be entitled to a lien on the Guest's personal property brought to the hotel to secure their claims. In all cases, an official report must be drawn up, signed by the hotel employee (department manager or duty manager), the Guest and two witnesses, confirming the authenticity of the events recorded in the report.

19.7. The Service Provider's security service is entitled to remove from the premises any person who endangers the peace and safety of any of the Service Provider's activities, while respecting personal rights. In the event of such measures being taken by the Service Provider's security service, the Service Provider shall not be liable for any damages to the Guest or the person responsible for the costs, or to the person concerned.

20. Obligations of the Service Provider

20.1. The Service Provider is obliged to:

- a) provide the accommodation and other Services ordered under the Contract in accordance with the applicable regulations and service standards;
- b) investigate the Guest's written complaint and take the necessary steps to resolve the problem, which must also be recorded in writing.

21. Liability for damages

21.1. The Service Provider shall be liable for any damage suffered by the Guest within its premises as a result of the fault of the Service Provider or its employees.

21.2. The Service Provider's liability does not extend to damage caused by unavoidable circumstances beyond the control of the Service Provider's employees and guests, or damage caused by the Guest themselves.

21.3. The Service Provider may designate areas of the hotel where Guests are not allowed to enter. The Service Provider shall not be liable for any damage or injury occurring in such areas.

21.4. Use of the spa facilities of the Accommodation is at the Guest's own risk. There is an increased risk of slipping in areas near water, and the Service Provider shall not be liable for any accidents resulting therefrom.

21.5. The Guest must immediately report any damage to the Service Provider and provide all necessary information to the Service Provider to clarify the circumstances of the damage, and for the preparation of an official report and any official proceedings.

21.6. The Service Provider shall also be liable for damage caused by the loss, destruction or damage of the Guest's belongings destruction or damage to the Guest's property, provided that the Guest has placed such property in a place designated by the Service Provider or generally designated for this purpose, or in the safe in their room, or has handed it over to an employee of the Service Provider who could be considered authorized to take possession of such property.

21.7. The Service Provider shall only be liable for valuables, securities and cash if it has expressly accepted them for safekeeping or if the damage was caused by a reason for which it is liable under the general rules. In this case, the burden of proof shall lie with the Guest.

21.8. The Service Provider shall not be liable for any valuables left in vehicles parked in the Service Provider's car park, and shall investigate any damage caused to vehicles parked in the car park and, if the damage was caused by negligence on its part, shall compensate for it.

21.9. The amount of compensation shall not exceed fifty times the daily room rate specified in the Contract, unless the damage is less than this amount.

21.10. The Service Provider shall not be liable for any valuables left in other areas of the Accommodation.

22. Spa and wellness area house rules

22.1. By using the spa and sauna services associated with their hotel room reservation, guests of the Spa and wellness area acknowledge that the house rules are binding upon them upon entry. Guests may only enter the SPA and wellness area in hotel bathrobes or leisure wear and rubber-soled slippers or bath slippers, and may use the services at their own risk.

22.2. The Spa reception and bathing area are open during the current opening hours; the area is not accessible at other times. The hotel management may unilaterally change the opening hours in justified cases (storm, technical failure, etc.). Professional staff are on duty throughout the entire area to ensure safe and pleasant relaxation.

22.3. Guests suffering from fever, infectious or visible skin diseases, open wounds or injuries, and in particular those under the influence of alcohol, drugs or other mind-altering substances, are not permitted to use the sauna or spa facilities or spa treatments. This will be decided unilaterally by our professional staff and the department manager, and a report will be made.

22.4. Littering in the department and smoking in the entire spa and bathing area is prohibited. Noisy behavior and endangering the physical safety of others in any way is not permitted in the pools or in their immediate vicinity.

22.5. Jumping, shouting, playing ball games, using rubber mattresses or diving goggles, and bringing toys into the pools is not permitted in order to prevent accidents.

22.6. Showering is mandatory before entering the pools.

22.7. We do not take responsibility for any valuables left in the relaxation areas of the bathing area.

22.8. First aid in the Spa and bathing area is provided by qualified spa receptionists, sauna attendants and lifeguards. In the event of any accident involving a spa guest, the Spa Manager must be informed immediately. We are unable to accept any subsequent complaints from guests relating to accidents that have not been reported.

22.9. Spa guests are required to comply with the rules governing the use of the spa. In order to maintain order in the swimming pool, the operator is entitled to request the assistance of the authorities if necessary.

22.10. The Service Provider is entitled to compensation from the Guest if they cause damage to the equipment or furnishings of the bathing area intentionally or through negligence.

23. Confidentiality

23.1. The Service Provider shall act as an independent data controller with regard to the personal data of Guests in accordance with the provisions of Act CXII of 2011 on the right to self-determination and freedom of information and Regulation (EU) 2016/679 of the European Parliament and of the Council, the Service Provider shall act as an independent data controller with regard to the Guest's personal data, and shall publish its data protection policy on the Website and make it available to the Guest upon request.

23.2. The Parties undertake to keep confidential and not to disclose to third parties without the written consent of the other party any business secrets or protected knowledge relating to the other party or its business activities that come to their knowledge in connection with the Agreement, its preparation or implementation, in particular all information, experience and data relating to pricing, Services and turnover, in accordance with Act LIV of 2018 on the protection of business secrets. They shall not make such information available to third parties without the written consent of the other party, nor shall they use it for their own purposes, and upon termination of the cooperation for any reason, they shall delete and destroy such information permanently, in compliance with their legal obligations. Information that is in the public domain shall not constitute a trade secret.

23.3. The Party may use information and documents, etc. subject to confidentiality only for the purpose of preparing and implementing the legal relationship established between the Parties, and may not use them for its own or others' purposes, even in modified form, without the prior written consent of the other Party, nor may it allow third parties to use them. The Party shall not disclose information about its cooperation with the other Party to third parties without the prior written consent of the other Party, except for the disclosure of information required by law or in response to a request from

an authority or court. The Parties shall take all security, organizational, and IT measures that can be expected of them to ensure that business secrets and protected information handled by them or in connection with the other Party remain confidential.

23.4. The Parties are aware of their liability for damages under civil law and the law on the protection of trade secrets, which they shall bear in the event of failure to fulfill or breach of their obligations under this chapter. In the event of a breach of the confidentiality obligation under this chapter by either Party during the term of the Agreement, the other Party shall be entitled to terminate the Agreement with immediate effect. In addition, the aggrieved Party shall be entitled to claim further damages.

23.5. The obligations set out in this chapter shall remain in force without restriction after the termination of the Agreement.

24. Force majeure

24.1. To the extent and to the extent that the performance of any of the terms or provisions of the Agreement by either Party is prevented by fire, flood, storm, strike, work stoppage or riot, war, measures taken by authorities authorized under national defense laws, or by rebellion, accident, embargo, insurrection, sabotage, bomb attacks, acts of God, natural disasters, pandemic, or other emergency or dangerous situation, or other force majeure for which the Parties are not responsible, in whole or in part, the performance of the requirements of the Agreement or the parts thereof affected by the force majeure may be suspended until the obstacle has ceased to exist, upon written notification to the other party. Until the above impediment ceases, the Party not impeded in performance shall be entitled, but not obliged, to engage third parties to meet the needs of the Party impeded in performance (which it would otherwise have met in accordance with the Contract). The Party prevented from performing shall do everything in its power to remove the impediment within 30 (thirty) days of receiving notification thereof.

25. Law applicable to the legal relationship between the parties, court of jurisdiction

25.1. The legal relationship between the Service Provider and the Contracting Party shall be governed by Hungarian law.

25.2. In the event of any disputes, the Court of Florence shall have jurisdiction.

26. Intellectual property

26.1. The names and logos of the Service Provider and the names and brand names of the Services provided by it, as well as their logos, are protected as trade names or trademarks.

26.2. The Guest is not entitled to transfer or sublicense the brand, logo, graphic or text representation of the Services, brochures and presentation aids to third parties.

27. Services

27.1. The membership fee includes the following services:

A. Guests are entitled to the following services each year: Gold membership can spend 99 nights at any Villa Hotels hotel. The service is for two people and includes all-inclusive accommodation in a suite or superior room. Silver membership entitles you to 59 nights at any Villa Hotels hotel. The service is for two people and includes all-inclusive accommodation in a suite or superior room. Bronze membership can spend 29 nights at any Villa Hotels hotel. The service is for two people and includes all-inclusive accommodation in a suite or superior room.

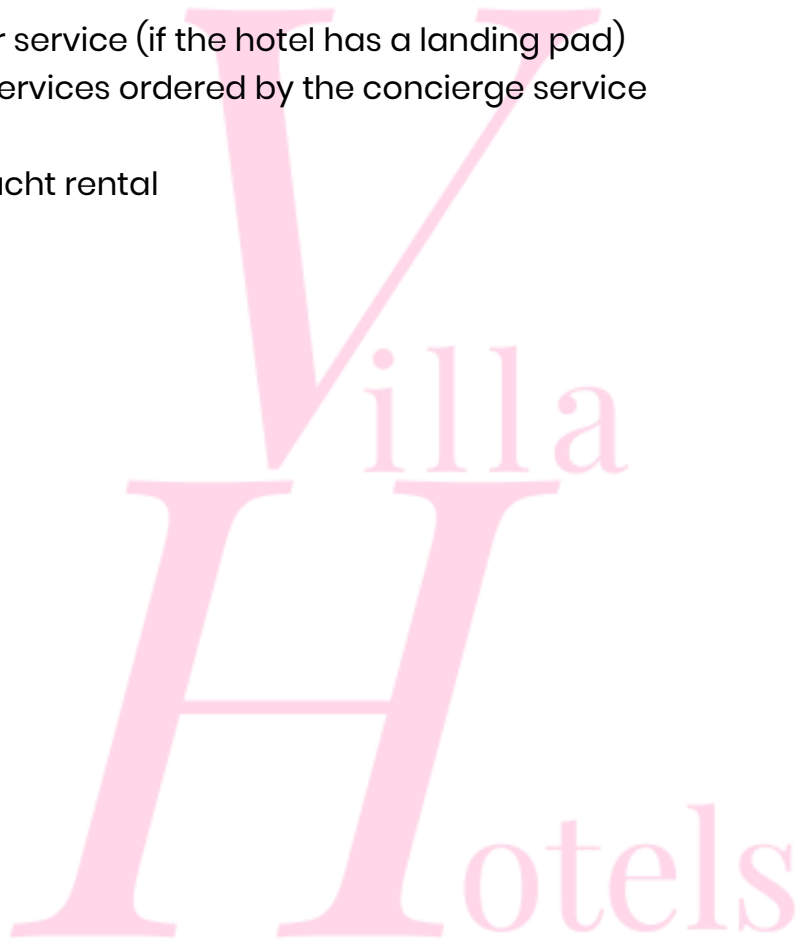
B. Free services available at the hotel:

- use of the fitness room,
- billiards, boccia, use of the tennis court,
- use of the swimming pool, massages and pampering treatments, use of the private beach,
- use of the cinema room,

- use of the concierge service (tickets or programs ordered are extra services and must be paid for by the customer on site)
- butler or maid,
- chauffeur service (the chauffeur service provides 15 km of use per day, additional services are subject to an extra charge)
- free airport transfer,
- 24/7 security service

27.2. The membership fee does not include the following services:

- Helicopter service (if the hotel has a landing pad)
- Costs of services ordered by the concierge service
- Car rental
- Boat or yacht rental

A large, semi-transparent pink watermark logo for 'Villa Hotels' is centered on the page. The word 'Villa' is in a serif font, with the 'V' being significantly larger and overlapping the 'i' and 'l' of 'Hotels'. The word 'Hotels' is in a similar serif font, positioned below 'Villa'.