

GENERAL TERMS AND CONDITIONS OF THE ACTIVE KOPER PROJECT

1. GENERAL

These general terms and conditions define the operation of activekoper.si, the rights and obligations of users and website administrator in addition to the governance of the business relationship between sellers and buyers. These general terms and conditions also govern the individual rules of on location service purchase, points of sale of the Active Koper project (hereinafter, project) in Žusterna and other project points of sale. The general terms and conditions of the project are compiled in accordance with the Consumer Protection Act (ZVPot), Personal Data Protection Act (ZVOP-1) and Electronic Communications Act (ZEKom-1).

activekoper.si is managed by the company Spletni Agent, Matej Bevc s.p., Kraljeva ulica 11, 6000 Koper (hereinafter, webmaster). The exclusive agent for the service sales is the company Go Active d.o.o., Pristaniška ulica 8, 6000 Koper (hereinafter, seller), the holder of activity is the implementor of activity.

2. PURCHASE AND PAYMENT OF SERVICES

Purchase or reservation is possible at points of sale of the project. The contract of sale between the seller and the buyer is concluded on the website at the moment the seller fills in the declaration on assuming the responsibility and payment of the service. From that moment on all prices and other obligations are fixed and are applicable for both the seller and the buyer. A buyer is the person whose data is stated on the order submission. It is not possible to change the data of the buyer once the order has been submitted or is exclusively at the discretion of the seller to do so.

Payment of services can be made as follows:

- in cash at the project points of sale,
- by payment cards through a POS terminal at the project points of sale,
- by other methods offered by the project points of sale.

Upon delivery and payment, the buyer receives a printed invoice in paper (physical) form - e.g. in the form of a printed receipt etc.

The buyer is responsible for checking the accuracy of data before submitting the order and submit an appeal upon issuing the receipt. Any later objections regarding the correctness of the issued invoice will not be considered.

The seller is not eligible for VAT, thus on the basis of Paragraph 1 of Article 94 of the Value Added Tax Act, VAT is not calculated in the price of services.

In spite of efforts to assure the most up to date and accurate data, it may occur that price information is incorrect. In this case, the buyer will have an opportunity to opt out of the purchase.

Discounts, promotional codes etc., are not counted unless expressly stated. Payment through gift vouchers, bonuses, offers and pro forma invoices are non-refundable. Gift vouchers and bonus codes for discounts cannot be exchanged for cash.

3. CANCELLATION OF RESERVATIONS

The buyer can cancel a service purchase at any time by phone, email or in person, any time during the working period of the project Active Koper, however no later than 24 hours before the intended realisation of the service or until there were no costs incurred in connection with preparing the service. In that case, the buyer can opt for a refund where the amount is returned by the seller, reduced for transaction costs and administrative expenses, which amount to 5 €. The cancelation of service due to changing dates can be done no later than 24 hours before the intended realisation. In case the buyer cancels the service later than 24 hours before realisation, they are not entitled to a date change or refund.

The seller will not refund the paid amount if buyers want to cancel the purchased and paid service within less than 24 hours of the intended realisation of the service. Only in the case that the buyer proves justifiable reasons for cancellation, for example official summons, unexpected deterioration of health or death of an immediate family member (spouse, parents, children), and are able to present suitable confirmation of the circumstances, will a proportional part of the purchase price, depending on the costs of the service provider due to reservations, be refunded by the seller.

The seller reserves the right to cancel activities if they deem that it would be dangerous or inappropriate to render services due to objective circumstances (bad weather, forecast storms etc.) or, in the case of activities requiring a minimum amount of participants, there is an insufficient number of people. All participants who have already reserved and paid for the service will be notified via email or phone about cancellations, all others will be notified via a notice on activekoper.si. The seller arranges a new timeslot with the buyer when they are ready to use the service, if it is not possible then the seller refunds the buyer. In case of cancellations, the buyer cannot demand interest on the paid amount or other expenses due to the inability to dispose of the money in the meantime.

The decision to carry out the activity is entirely the decision of the service provider. If the service provider deems that the circumstances and other conditions (particularly weather conditions) are suitable for rendering the service, then it is provided and the buyer is obligated to participate. In the case that the buyer does not participate, it is assumed that they are withdrawing from the agreement and are not entitled to a refund for the purchase of services.

4. SERVICE USE

For the loan of or co-operation in activities (services), the user must be in a suitable physical and mental state, which allows them to participate in the activity. The service provider will refuse those users who are under the influence of alcohol, drugs or other psychotropic substances and

mentally and physically handicapped persons to use services, as it could threaten the safety of themselves or others, in addition to minors unaccompanied by parents or trusted guardians. Users of the service must have suitable motoric abilities, and for certain activities must have additional abilities (able to swim etc.) or behave appropriately. If the service provider sees that an individual is unable to co-operate, then they reserve the right to refuse their co-operation, in which case the seller is not obliged to refund the paid amount for the service.

The service user must follow the instructions of the service provider and use equipment carefully. Before use of the service, the user must agree with the general terms and conditions and sign a *User's Statement of Acceptance of Risk and Responsibility*, some activities (services) also have additional statements due to safety. It is important that before the user signs that they read and are familiar with the conditions and particularities of participation in the activity (service) concerned. Before carrying out the activity (service), the service provider will familiarise the user with the basic use at the point of sale at the project information point where there are special conditions for each individual activity (service) in written form.

5. COMPLAINTS

The user of services can file a complaint in writing within the timeframes as defined by law. Without a written complaint, the seller will not address demands for lowered prices or compensation and other demands. The buyer can send their complaint to the address: Go Active, Pristaniška ulica 8, 6000 Koper or to info@activekoper.si.

A complaint must be signed and filed by each buyer in their own name or by an authorised third person. The power of attorney must be submitted with the complaint; otherwise the complaint will not be addressed by the buyer. The complaint must be grounded. For that reason, the buyer must submit appropriate proof and/or appropriate confirmation of the other appropriate person of the facts on which their demands are based.

6. OTHER

All data on the buyer received by the seller is protected in accordance with the Personal Data Protection Act and *Privacy Policy*. It is considered that when the buyer agrees to the general terms and conditions, that they agree to the use of this data for the purpose of providing better services.

The buyer or user of the project service (activity) agrees with the use of photo and video material, which the seller/provider has available for the purpose of media advertising and promotion of the project, however without the name of the buyer/user of the service. It is assumed that the latter, by using the service/participation in the activity, agrees with these general terms and conditions and gives their advanced consent to them.

Koper, 25 May 2018