

1. Scope

1.1 These General Terms and Conditions (GTCs) govern the contractual relationship between Aqua-Spa-Resorts AG¹ or Aqua-Spa-Resorts AG Thermalbad & Spa² ('AQUA-SPA-RESORTS') and its customers (the 'Guest') and apply to all legal relationships entered into and established via the online shop at www.aqua-spa-resorts.ch and the websites of the individual spa facilities³ (hereinafter the 'Websites') or on site concerning the use of the premises and facilities ('spa facilities') of AQUA-SPA-RESORTS.

2. Incorporation of these GTCs

2.1 The latest version of the GTCs is displayed on the AQUA-SPA-RESORTS Websites and is available to consult and take away at the entrance of every spa facility. These GTCs form an integral part of all contractual relationships between the Guest and AQUA-SPA-RESORTS. By signing the membership agreement concluded in writing, by clicking the relevant box on the Websites or by booking the selected service and using the spa facilities, the Guest confirms that he or she has read and understood the GTCs of AQUA-SPA-RESORTS.

3. House rules

3.1 The Guest is required to respect the house rules of the spa facilities and to follow the instructions of employees of AQUA-SPA-RESORTS. A copy of the house rules is on display at each spa facility. In the event of a serious breach of the GTCs, the house rules and/or instructions given by employees, the Guest may receive an immediate ban. In this case, payments already made will not be refunded. We expressly reserve the right to take legal action in the event of breaches involving the misuse of the wristband or annual pass.

3.2 The Guest acknowledges that the capacity of the spa facilities is limited and that waiting times may occur.

4. Offer and formation of contract

4.1 The following spa access options are available to the Guest:

- Day admission
- Multi-entry
- Annual membership

4.2 The admission price does not include any other services offered by AQUA-SPA-RESORTS, such as massages, health and beauty treatments or special events. Any such additional services will be recorded electronically via data chip. Any bookings recorded are binding for the Guest and will be charged to the Guest upon booking and entry or must be paid for when leaving the premises. No refunds are available for services that are booked or paid for and not used.

4.3 Guests who have purchased *day admission* may use the spa facility on a single day for the duration defined on the ticket.

4.4 *Multi-entry* entitles the Guest to enter the spa facility on the number of days indicated on the multi-entry ticket. Multi-entry tickets are valid for two years from the issue date. Any entries not used within this validity period are forfeited without compensation.

4.5 An *annual membership* provides access to the spa facility for one year from the issue date. Annual memberships are personal and non-transferable. A minimum age of 17 years applies for annual membership. The Guest acknowledges that

the Guest's photograph will be taken for the purpose of visual checks. The photo will be used exclusively to perform visual checks at the spa facilities of AQUA-SPA-RESORTS and will be deleted upon the termination or cancellation of the contract. In the event that the Guest does not use AQUA-SPA-RESORTS spa facilities, payments for annual memberships will not be refunded, and no other price reduction or reimbursement will be available. An exception will be made only in circumstances in which the Guest cannot use the membership due to long-term illness, an accident with a long recovery period or relocation to a residence more than 30 km from the spa facility concerned within six months of taking out annual membership (no refund is due if the above-mentioned circumstances arise at a later date). A refund will only be paid if the Guest gives notice by registered letter of cancellation of the annual membership within the aforementioned six-month period, enclosing the necessary evidence such as a doctor's certificate, confirmation from employer, evidence from the residents' registration office, etc. The proportion of the membership fee refunded will be calculated as follows: first month = 45% refund, second month = 40% refund, third month = 35% refund, fourth month = 30% refund, fifth month = 20% refund, sixth month = 10% refund. An admin fee of CHF 50 will be deducted from the refund amount.

4.6 The Guest is entitled to use the facilities and services during the advertised opening hours. AQUA-SPA-RESORTS may change or modify its services and opening hours at any time. In the event of a temporary restriction of the services available or the operating hours, the Guest is not entitled to a refund or to an extension of a multi-entry ticket or annual membership. No right to a refund or extension of a multi-entry ticket or annual membership will arise due to necessary closures (e.g. for cleaning, repairs or renovations).

4.7 The Guest is not entitled to a refund or to claim compensation or substitute services if the AQUA-SPA-RESORTS spa facility is unable to provide the service for reasons outside its control (including force majeure events).

4.8 The contractual relationship is formed when the Guest receives confirmation from AQUA-SPA-RESORTS of an order placed online through the Websites of AQUA-SPA-RESORTS, by email or by telephone, containing the details of the order and these GTCs. In the case of purchases made on site, the contractual relationship is formed upon the purchase of the services, admissions or annual membership.

4.9 All prices are given in CHF and are shown as gross, i.e. they include all price elements, including VAT and all other taxes. Shipping and delivery costs must be paid separately.

5. Wristband

5.1 Every Guest receives a wristband upon entry to a spa facility. The wristband contains a chip which is used to record entry and exit times, as well as the use of any separate services not included in the day admission, multi-entry ticket or annual membership.

5.2 The wristband must be worn in such a way that it is clearly visible while at the spa facility. The Guest is responsible if the wristband is lost or damaged. The loss must be reported to AQUA-SPA-RESORTS immediately. If a new wristband is required, a contribution must be paid towards the cost. Any

¹ Applies to the Bern, Rigi Kaltbad, Samedan, Schönbühl and Locarno branches.

² Applies to the Zurich branch.

³ including www.hammam-bern.ch, www.solbad-schoenbuehl.ch, www.mineralbad-samedan.ch, www.thermalbad-zuerich.ch, www.mineralbad-rigikaltbad.ch, www.termali-salini.ch

credit held when the loss is reported will be loaded onto the new chip.

6. Vouchers

- 6.1 AQUA-SPA-RESORTS vouchers can be redeemed at any spa facility or online. Vouchers for a service or value are valid for five years from the date of issue (Article 128 Code of Obligations). Vouchers for a service contain credit for a specific service, while vouchers with a fixed value can be used to pay for any of the services available. If the agreed service is no longer available or no longer available at the same price at the point that the voucher is redeemed, the value of the voucher will be put towards the cost of the same or another service. No exchanges or refunds will be given, including of partial amounts. Any such reduced voucher amounts are likewise subject to a five-year validity period from the date of issue of the original voucher.
- 6.2 Discounts and offers are not considered vouchers. These can be used in accordance with their specific terms and conditions. They expire by the end of the period defined on the voucher at the latest. Discounts and offers cannot be combined.
- 6.3 Vouchers are issued online or in printed form. Orders are generally processed within 48 hours and sent to the recipient electronically or by 'A' post. A delivery charge applies for each order of printed vouchers, based on the amount indicated when the order is placed.

7. Credit/account

- 7.1 Any guest may register on the website to create their own guest account. The Guest can load funds onto their guest account and use these funds to pay for AQUA-SPA-RESORTS services. The credit will expire after a period of five years from the last use of the guest account.

8. Payment and payment methods

- 8.1 Payment for online orders and orders placed on site can be made by credit card, Postcard, cash or pre-payment. Credit cards will be charged via Safepay from Six Multipay Services AG. AQUA-SPA-RESORTS retains ownership of items and vouchers until full payment is received. The products and services offered by AQUA-SPA-RESORTS may be accessed only after payment has been made.
- 8.2 The annual membership fee must be paid at the time of conclusion or renewal of the contract.
- 8.3 AQUA-SPA-RESORTS reserves the right to refuse access to the spa facility, charge reminder fees and take legal action in case of outstanding payments. The Guest has no right to a refund or credit for time lost due to late payment.
- 8.4 Payment for additional services and refreshments must be made at the check-out when leaving the spa facility.

9. Liability

- 9.1 Use of the AQUA-SPA-RESORTS spa facilities is at the Guest's own risk. AQUA-SPA-RESORTS, its employees and its auxiliary personnel cannot be held liable for damage caused by accident, injury or illness.
- 9.2 AQUA-SPA-RESORTS accepts no liability for the loss of valuables, money, clothing, wristbands etc. Liability for items left at reception is also excluded. The Guest is responsible for taking out their own insurance.

10. Data protection

- 10.1 AQUA-SPA-RESORTS processes its guests' personal data in compliance with applicable data protection legislation and in accordance with the privacy notices published on the

Websites.

- 10.2 Guest management at AQUA-SPA-RESORTS may be performed by an external service provider. In this case, personal data is transferred exclusively to this service provider for processing.

11. Registered office

- 11.1 AQUA-SPA-RESORTS AG, Allee 1B, 6210 Sursee.
AQUA-SPA-RESORTS AG Thermalbad & Spa,
Brandschenkestrasse 150, 8002 Zurich.

12. Changes to the GTCs and house rules

- 12.1 The versions of these GTCs and house rules valid at the time of booking or purchase shall apply. AQUA-SPA-RESORTS reserves the right to change the GTCs and house rules at any time at its sole discretion.

13. Severability

- 13.1 Should any provision of these GTCs be or become void or invalid, this shall not affect the validity of the remaining provisions of these GTCs. The void or invalid provisions shall be replaced with effective provisions that come as close as possible to the economic purpose of the invalid provisions. The same applies if a gap is found in the contract or a provision is found to be unenforceable.

14. Jurisdiction, applicable law and assignment

- 14.1 Any disputes and therefore all current and future claims arising from or in connection with the contract between AQUA-SPA-RESORTS and the Guest concerning legal relationships with AQUA-SPA-RESORTS AG Thermalbad & Spa are to be submitted exclusively to the ordinary courts in Zurich, and exclusively to the ordinary courts in Sursee for disputes concerning legal relationships with AQUA-SPA-RESORTS AG.
- 14.2 All legal relationships with AQUA-SPA-RESORTS and its services are subject to Swiss substantive law.
- 14.3 AQUA-SPA-RESORTS may assign rights and obligations arising from this contract to a legal successor. By accepting the General Terms and Conditions, the Guest gives his or her consent.

As of 2020