

General Terms and Conditions of Playrooms Rental (GTC) and Rules for Using Playrooms

These General Terms and Conditions of Playrooms Rental (hereinafter referred to as "GTC") regulate the rights and obligations of the contracting parties related to the rental of playrooms.

An integral part of the GTC is the Operating Rules, which contain fundamental regulations binding for all individuals present in the playrooms, primarily aimed at ensuring their health and safety.

By submitting a request for a playrooms reservation (via the website), you express your



Introductory Provisions and Definitions

- 1.1. For the purposes of these General Terms and Conditions (GTC) and the Operating Rules, the following terms are defined as:
 - Activities in the playrooms all voluntary and consensual activities of participants in the playrooms, particularly erotic games and alternative BDSM sexual practices.
 - ii) Price list a list of all available services offered to participants in the playrooms; the price list is available at the reception, within the playrooms, and on the website www.playrooms.sk
 - iii) Additional service includes refreshments, extension of the rental period, and other supplementary services.
 - iv) Tenant any person who has entered into a rental agreement for the playrooms with the operator
 - Playrooms a non-residential space (game room) equipped and furnished for erotic games and alternative BDSM sexual practices, including related areas designated for participants (rest and refreshment areas, locker rooms, sanitary facilities).
 - vi) Operator or Lessor the company MŠ Consulting, s.r.o., with its registered office at Záhradnícka 16, 900 28 Ivanka pri Dunaji, Company ID 47529059, registered in the Commercial Register of the City Court Bratislava III, Section: Sro, Insert No. 94499/B, which operates the playrooms.
 - vii) Parties the Tenant and the Operator.

- viii) **Participant** any individual present in the playrooms for the purpose of temporary use, participating in activities.
- ix) **Agreement** a rental agreement for the playrooms concluded between the Tenant and the Operator (as the Lessor), whereby the playrooms are temporarily made available for use by the Tenant and the designated participants.
- x) **Reservation request** a request for renting the playrooms submitted to the Operator via the website.
- 1.2. The playrooms are designed for a maximum of 4 participants.

2. Conclusion of the Agreement

- 2.1. The Agreement is formed upon confirmation of the reservation request for the playrooms by the Operator. The Operator may confirm the reservation request to the Tenant via email.
- 2.2. Under the Agreement, the Operator undertakes to make the playrooms available to the Tenant (and the participants designated by the Tenant) at the agreed time and in a condition suitable for use. The Tenant agrees to pay the price according to the agreed terms and to comply with the rules set forth in these GTC and the Operating Rules throughout the entire period of use of the playrooms.
- 2.3. Subleasing or transferring the playrooms to a third party by the Tenant, or using the playrooms for any purpose other than what is specified in the Agreement and these GTC, is strictly prohibited.

Price and Payment Terms

- 3.1. The price that the Tenant agrees to pay (i.e., the price for using the playrooms and the price of pre-ordered additional services) is determined by the Agreement. The Tenant is obligated to pay this amount to the Operator within the timeframe specified in the Agreement, or otherwise before the use of the playrooms begins.
- 3.2. The Tenant is also required to pay for any additional services ordered or used on-site by themselves or by any participant in the playrooms. The Tenant must pay for these services at the playrooms reception after the rental period ends, based on the price list and the provided billing statement.
- 3.3. Prices include value-added tax (VAT) and any other applicable taxes or fees related to the provided services.
- 3.4. A confirmed price may change if the Tenant requests modifications to the number of participants, ordered services, or similar changes, and the Operator agrees to such changes.

4. Rights and Obligations

4.1. The Operator:

- i) Has the right to verify compliance with the conditions for entry into the playrooms before allowing access (including verifying participants' age, signed Declarations of Health Eligibility and Liability for Health Injury, and acknowledgment of the GTC and Operating Rules).
- ii) Is obligated to make the playrooms available to participants at the agreed time and in a condition suitable for use.
- iii) Must ensure that competent playrooms staff is available to provide explanations regarding the use of the equipment in the playrooms.
- iv) Has the right to expel from the playrooms any person showing signs of alcohol or drug consumption (including psychotropic substances or medication) without a refund of the paid price.
- v) Has the right to expel from the playrooms any person who violates the GTC or Operating Rules, without a refund of the paid price.
- 4.2. The Operator and playrooms staff do not participate in the activities of the participants and cannot be requested to do so. The Operator and staff do not interfere in activities within the playrooms unless damage to the Operator's property and/or harm to the health or life of the participants is occurring or imminent.
- 4.3. The Tenant and each Participant has the right to:
 - i) Use the playrooms and all equipment and tools within for the agreed rental period.
 - ii) Take photos, videos, and other visual or audio recordings in the playrooms only with prior approval from the Operator.
- 4.4. The Tenant must ensure that they and each Participant:
 - i) Comply with all rules for using the playrooms as set out in these GTC and the Operating Rules.
 - ii) Engage in activities and use equipment/tools in the playrooms only with the explicit consent of the other participant(s), respect their wishes and physical or health conditions, and acknowledge any changes in their consent.
 - iii) Use all equipment and tools strictly according to their intended purpose and as recommended by the manufacturer or playrooms staff; otherwise, they will be liable for damages.
 - iv) Request guidance from the playrooms staff in case of any uncertainty regarding the correct use of equipment or tools.
 - v) Consider other participants in all activities and make every effort to prevent injury or harm.
 - vi) Immediately stop any activity in the event of a health or life-threatening situation or any injury and report it to the playrooms staff.
 - vii) Immediately report any damage to equipment or tools to the playrooms staff upon discovery; otherwise, they will be liable for the damage.
- 4.5. If multiple participants are responsible for damage to equipment or tools in the playrooms, they are jointly and severally liable for compensating for the damage. If it is impossible to determine which participant is responsible, all participants in the playrooms will be jointly and severally liable.



- 5.1. Unless otherwise agreed in the Agreement, the Tenant is entitled to cancel the rental of the playrooms free of charge no later than 2 hours/days before the agreed rental start time.
- 5.2. If the Tenant fails to use the reserved playrooms and/or any other ordered services for any reason (except in the case specified in Clause 5.1), they are still obligated to pay the full price as agreed in the Agreement.

6. Contract Termination by the Operator

- 6.1. The Operator has the right to terminate the Agreement and/or refuse to provide any services if the Tenant fails to pay the price (or a part of it) as per Clause 3.1.
- 6.2. The Operator is also entitled to terminate the Agreement and/or refuse services at any time in the following cases:
 - i) The Tenant provided false or misleading information in the reservation request.
 - ii) There is a real risk to the operation of the playrooms, the Operator, or the safety of participants.
 - iii) The Tenant or any participant violates the rules for using the playrooms as set out in these GTC (especially Clause 4.4) and/or the Operating Rules.
 - iv) The Operator is prevented from fulfilling the obligations under the Agreement due to circumstances beyond their reasonable control (e.g., epidemic, legal restrictions, or government-imposed bans or limitations).
- 6.3. If the Operator terminates the Agreement for reasons attributable to the Tenant (even if the reason concerns one of the participants), the Tenant is not entitled to a refund of the paid price (or any part of it). The Tenant also has no claim for contractual performance or compensation for damages.
- 6.4. The termination becomes effective on the day the Operator notifies the Tenant or participant of the termination, stating the reason for termination.

7. Liability

- 7.1. The Operator is liable for damages to brought-in or stored items in accordance with the provisions of the Civil Code.
 - i) Brought-in items are those brought into the playrooms and placed in designated storage areas or handed over to playrooms staff for safekeeping.
 - ii) The Operator is liable for jewelry, money, and other valuables only up to the amount specified by Government Regulation 87/1995, i.e., €332, unless the Operator has taken them into official safekeeping.
 - iii) The right to claim compensation for damages expires if it is not claimed within 15 days from the date the injured party became aware of the damage.
- 7.2. The Operator is not responsible for injuries or health damages resulting from activities in the playrooms, unless caused by gross negligence or intentional misconduct of the Operator.
- 7.3. The Operator assumes no liability and does not compensate for damages resulting directly or indirectly from force majeure or circumstances beyond their control.
 - For the purposes of this contractual relationship, force majeure includes pandemics, floods, earthquakes, natural disasters, terrorism, fires, disruptions in the supply of electricity, gas, water, infrastructure failures, etc.

8. Final Provisions

- 8.1. Any modifications to the Agreement or GTC require a written form to be legally binding and are effective only after written confirmation by both parties.
- 8.2. Any legal dispute arising from or in connection with the Agreement or GTC shall be heard and decided by the competent court of the Slovak Republic.
- 8.3. Slovak law applies. Legal relationships not regulated by the Agreement or GTC shall be governed by the provisions of the legal system of the Slovak Republic.
- 8.4. If any provision of these GTC is or becomes invalid or ineffective, the validity of the remaining provisions remains unaffected.
- 8.5. The Privacy Policy is available on the website www.playrooms.sk.

