

The following General Trading Terms and Conditions apply to legal and other relationships between SKY WALKERS Czech Republic s.r.o. (hereinafter referred to as “**Provider**”) and the client or the user (final recipient) of services or products of the aforementioned company (hereinafter referred to as “**Customer**”) offered at www.en.skyservice.cz, www.skydiving-prague.com and www.skydiving-prague.co.kr Within its activities, the Provider provides services connected with parachute jumping, skydiving, etc. (hereinafter referred to as „**Service**“).

GENERAL TRADING TERMS AND CONDITIONS

1. General provisions

1.1. The Provider is SKY WALKERS Czech Republic s.r.o., Company Identification No.: 27364577, with registered office at Týnská ulička 1064/6, Prague 1, Czech Republic, incorporated at the Municipal Court in Prague, Section C, Insert 108615.

1.2. These General Trading Terms and Conditions shall not apply to situations when a person intending to order a Service from the Provider is a legal or natural person acting within his / her business activities when ordering the Service.

1.3. By sending an order (i.e. a draft agreement), the client confirms that he / she has got acquainted and fully and unconditionally agrees with these General Trading Terms and Conditions. These General Trading Terms and Conditions form an integral part of the respective agreement. The agreement shall be entered into in English, unless the contracting parties agree otherwise. These General Trading Terms and Conditions are available at www.en.skyservice.cz, and www.skydiving-prague.com and www.skydiving-prague.co.kr and at Provider's registered office at Dlouhá 6, 110 00 Prague 1, Czech Republic, in text form.

1.4. Any relationships not governed by these General Trading Terms and Conditions shall abide by Act No. 89/2012 Coll., Civil Code, as subsequently amended, Act No. 634/1992 Coll., on the protection of consumers, as subsequently amended, and Act No. 49/1997 Coll., on civil aviation, as subsequently amended.

2. Commencement of an agreement

2.1. The complete presentation of the Services provided on the aforementioned Provider's websites comprises a description of the Services offered by the Provider pursuant to these General Trading Terms and Conditions. The Provider is not obliged to enter into an agreement on the basis of an offer made to the Customer. The provisions of Section 1732, paragraph 2, Act No. 89/2012 Coll., Civil Code, shall not be applied.

2.2. To order a Service, the Customer shall fill in an order form on Provider's websites / online system, send an order by email, place an order by telephone, book the Service through one of Provider's contact points or do so personally on Provider's business premises at Dlouhá 6, 110 00 Prague 1, Czech Republic.

2.3. In case the Service is ordered personally or via the order form provided on the websites or in case the Service is ordered in the form of an email message, the Customer is obliged to pay a booking fee amounting to EUR 24 or an equivalent booking fee in CZK.

2.4. Payment of the booking fee pursuant to paragraph 2.3. of these General Trading Terms and Conditions made through Provider's websites shall be performed through the electronic payment system in the way chosen by the Customer from the options offered by the Provider. By agreeing with these General Trading Terms and Conditions, the Customer also agrees with the conditions of the payment system chosen to make the payment.

2.5. The contractual relationship between the Customer and the Provider shall commence upon the written acceptance of Customer's order by the Provider; the entitlement to binding booking of the date of the Service shall occur upon the payment of the aforementioned booking fee.

3. Subject of the Agreement

3.1. The subject of the contractual relationship is Provider's obligation to supply the Services specified in the respective agreement (i.e. the order and its confirmation) and Customer's obligation to pay the agreed price for the provision of the Services to the Provider and to use the Service under the given conditions.

3.2. In addition to the main Services, the Provider also offers additional Services, including visual records in the form of video recording of the jump by the main video camera and an additional video camera and photographs taken during the jump (hereinafter referred to as “**Additional Services**”). The Additional Services may be combined and the Customer shall choose the combination of these Services when ordering the Service.

3.3. The Customer is acquainted with the fact that the technical equipment may fail when providing the Additional Services due to technical and other reasons. The Customer expressly agrees that in case a low-quality or no video record or a different visual record is made for any reasons whatsoever, the Customer shall not be entitled to repeat the jump, however, the Customer shall have the right to a discount on the price of the Additional Services. In case the jump is not recorded by the main video camera for any reasons whatsoever, the Customer is entitled to a discount on the Additional Services amounting to EUR 44 (or, as the case may be, an equivalent discount in CZK), in case photographs of the jump are not taken for any reasons whatsoever, the Customer is entitled to a discount on the Additional Services amounting to EUR 44 (or, as the case may be, an equivalent discount in CZK), in case the jump is not recorded by the additional video camera, the Customer is entitled to a discount on the Additional Services amounting to EUR 20.

3.4. The Customer is acquainted with the fact that the Provider of the Service keeps records of the Additional Services for the maximum period of one year after the jump. The Customer grants his / her express consent to the Provider to act as described above.

The Customer agrees and acknowledges that any video / photo records based on the respective ordered Additional Service shall be provided to the Customer through the following portals: www.box.com or www.boxcn.net without undue delay. Immediately after the provision of the Service, the Customer shall receive a unique code from the Provider through which the Customer shall be able to download the respective video / photo record in electronic form.

3.5. The entitlement to a discount pursuant to paragraph 3.3. of these General Trading Terms and Conditions shall not occur in case the quality of the respective record of the Additional Services is low only partly for meteorological reasons (cloudiness, etc.).

4. Price and payment conditions

4.1. The price of the offered Services is provided on the websites of the Provider of the Services, at Provider's contact points and on Provider's business premises at Dlouhá 6, 110 00 Prague 1. The price is quoted in EUR (or, as the case may be, in CZK), including VAT.

4.2. The price shall be paid by the Customer by bank transfer, by credit card, in cash or in a different form, provided that the Provider and the Customer agree upon such a form of payment.

4.3. When the payment is made by a credit card, the price of the Service shall be in CZK. In case the respective bank account is held in a currency other than CZK, the confirmation of the payment shall also include conversion to the respective currency of the Customer's account.

4.4. Cash payments may be made in EUR or CZK.

4.5. The Customer is obliged to pay the rest of the price or the full price for the performance of the chosen Service once he / she gets on the plane for the purpose of jumping, regardless of the fact whether the Customer actually decides to jump or not.

4.6. The Customer is entitled to require, or more precisely, the Customer has the option to choose only one of the discounts offered by the Provider in case various discounts are offered, i.e. the discounts shall not be combined.

5. Personal data protection and consent to further use of moral rights

5.1. The processing and protection of client's, i.e. Customer's, personal data is stipulated in the Provider's Principles of Personal Data Processing available at <https://skydiving-prague.com/>. The client, i.e. the Customer, acknowledges that he / she shall receive a certificate containing his / her full name when the jump is completed successfully.

5.2. The privacy rules and the use of the so-called cookie files are stipulated in Provider's special document available at <https://skydiving-prague.com/>.

5.3. The client and the Customer agree with the processing of their email addresses and telephone numbers for Provider's marketing purposes, i.e. offering products or services, including sending information about special events, products and other activities as well as sending commercial messages in accordance with Act No. 480/2004 Coll., not related to the provided Services

(tandem jumping), including sending third-party offers. **The Customer (and the client) hereby expressly consents to the sending of commercial messages within the meaning of the previous sentence.** More details concerning the processing and protection of personal data and Customer's (and client's) rights are provided in the Provider's Principles of Personal Data Processing available at <https://skydiving-prague.com/>.

5.4. The Customer and the client agree, in accordance with the provisions of Sections 84 and 85, Act No. 89/2012 Coll., Civil Code, with their recording during the respective tandem jump for the purpose of visual material recording ordered from the Provider.

5.5. Moreover, the Customer (and the client) agrees that the Provider is entitled to use such visual (and the related sound) materials (photographs, videos) showing the person pursuant to the previous paragraph for the period of 2 years after the signing of the registration form for the tandem jump for Provider's own promotional, commercial, marketing and other similar purposes without Customer's (and Service recipient's) prior consent. In particular, such visual (and the related sound) materials (photographs, videos) may also be published by the Provider on all its websites, social networks (www.facebook.com, etc.) as well as on other web portals with the possibility to publish such sound and visual records (www.youtube.com, etc.). This consent is voluntary and may be withdrawn by the Customer (and the client) at any time; the consent is not important for the performance of the respective agreement. Since the term personal data also includes video records, the Customer (and the client) acknowledges that he / she has the right of access to his / her personal data, the right to rectification of his / her personal data, the right to erasure, the right to restrict processing of his / her personal data, the right to data portability and the right to object to processing of his / her personal data with the Office for Personal Data Protection subject to the conditions resulting from Regulation of the European Parliament and the Council (EU) No. 2016/679, General Data Protection Regulation (GDPR). More details concerning the processing and protection of personal data and Customer's (and Service recipient's) rights are provided in the Provider's Principles of Personal Data Processing available at <https://skydiving-prague.com/>.

5.6. All materials and information on the website of the Provider of the Services are the exclusive intellectual property of the company or its associated persons. Such materials and information shall not be used or adjusted in any way whatsoever without consent granted by the Provider of the Services.

5.7. The websites of the Provider of the Services may contain links to other third-party websites; the Provider of the Services is not liable for the content of such websites or any services offered on such websites.

6. Rights and duties of the contracting parties

6.1. The Customer is obliged to perform the provided Service sober and without any prior use of narcotic drugs or psychotropic substances. The Customer is obliged to assess whether he / she is able to perform the chosen Service safely in terms of his / her health and physical

condition. The Customer shall perform the chosen Service exclusively at his / her own liability. The Provider may refuse to provide the Service in case of reasonable suspicion that the Customer is under the influence of alcohol or drugs. In this case, the Customer shall not be entitled to receive any refund and is obliged to pay the full price of the ordered Service.

6.2. For safety and other serious reasons, the Customer is not entitled to have or carry any electronic appliances or any other objects (i.e. in particular mobile phones, cameras, video cameras, necklaces, earrings, rings, watches, bracelets, etc. – hereinafter referred to as “**Valuables**”) during the performance of the Service. In case the Customer breaches the aforementioned provision, the Provider shall not be liable for any damage incurred to the Valuables and for any damage or detriment caused by the Valuables.

6.3. The Customer is obliged to perform the Service without wearing corrective eyeglasses, sunglasses or any other glasses, i.e. the Customer may use contact lenses if necessary. In case the Customer insists on using his / her own glasses, the Provider of the Service shall not be liable for any damage or detriment incurred to or caused by such glasses in any way whatsoever.

6.4. The Customer is obliged to come to the place of provision of the Service or to a different place designated for mass transport of customers as set out by the Provider at the agreed time. In case the Customer fails to come to the agreed place at the agreed time, he / she shall not be entitled to receive any refund or to repeat the Service.

6.5. The minimum age for the performance of the Service is 8 years, the minimum height is 130 cm and the minimum weight is 40 kg. Minors aged 8 – 18 shall submit written consent granted by their legitimate representative to the person responsible before the provision of the Service. The maximum weight limit for the provision of the Service is 110 kg.

6.6. The Customer shall be liable for any damage incurred to the Service Provider as a result of breach of any instructions which the Customer got acquainted with before the provision of the Service.

6.7. Any and all details (in particular the time necessary for the performance of the Service, the jump height, the duration of the free fall or the total duration of the jump from the plane, etc.) provided on Provider's websites and elsewhere are for information purposes only. In case the form of the provided Service has to be different, in particular for safety reasons, compared to the promoted facts for any reasons not caused by the Provider of the Service (in particular due to weather or special instructions given by the Air Navigation Services of the Czech Republic to the Provider, etc.), the Customer shall not be entitled to repeat the Service or to receive any other financial refund or discounts.

6.8. In some cases, the Provider provides transport for customers to the place of performance of the Service. In this case, the Provider shall be liable for contingent detriment incurred in connection with the transport of persons only if it is caused by Provider's employee or worker. Moreover, the Provider shall not be liable for any damage incurred in case the Service takes longer time than

expected and published by the Provider for information purposes.

The Customer shall be liable for any damage incurred to the Provider or a third party within the provision and performance of the Service. The Provider and the Customer have agreed upon compensation for damage amounting to EUR 50 in case the Customer causes any significant dirt on Provider's vehicle.

6.9. In case the booked date of the Service is cancelled by the Provider due to force majeure (in particular due to weather if influencing the provision of the Service, in particular safety, etc.), the Customer is entitled to book a new date for the Service or to receive refund of the price / advance paid by the Customer to the full extent.

In case of cancellation of the booked date of the Service by the Provider when offered as “last minute” (at a bargain price), the Customer is only entitled to receive refund of the price of the Service or the advance paid by the Customer to the full extent, not to book a new date for the Service.

6.10. The Customer is aware of the fact that due to the nature of the Services the provision of which fully depends on the weather conditions, the agreed dates of the Services may be cancelled or changed by the Provider at any time.

6.11. The Provider undertakes to ensure proper prior training for the client and to provide the client with all equipment necessary for the proper provision of the Service ensured by a person having all permissions and licenses required for the provision of the Services by the applicable legal regulations.

6.12. Proper provision of the Service by the Provider also includes the situation when the client refuses to carry on with the performance or use of the Service after completing the training properly for any reasons whatsoever, i.e. when the client refuses to get on the plane, refuses to jump, etc.

7. Withdrawal from the contractual relationship - cancellation

7.1. The Customer has the right to withdraw from the agreement in the following situations by sending the FORM duly filled in to the following email address: praha@skyservice.cz.

The Customer, as the consumer, has the right to withdraw from the agreement within 14 days of the day on which the agreement is entered into, provided that the agreement is entered into in the form of remote communication (web, email, telephone), in any written form, without giving any reasons and without any sanctions.

In case the Customer orders the Service less than 15 days before the planned / ordered date of provision of the Service, the Customer explicitly instructs the Provider to commence the performance within the period during which it is possible to withdraw from the agreement in accordance with Clause 7.1. of these General Trading Terms and Conditions.

7.2. In case the Customer cancels his / her participation / withdraws from the ordered Service less than **48 hours** before the planned commencement of the ordered Service, the Customer is obliged to pay a cancellation fee to the

Provider amounting to EUR 24 or an equivalent cancellation fee in CZK. The Provider is entitled to set off the cancellation fee using the booking fee paid pursuant to paragraph 2.3. of these General Trading Terms and Conditions.

7.3. In case the Customer becomes entitled to receive refund of any amount or paid booking fee, the Customer is aware of the fact that the payment shall be made in cash on Provider's business premises, regardless of the method of payment of the price for the ordered Service or the booking fee, unless the contracting parties agree otherwise. The Customer grants his / her express consent to the aforementioned provision.

8. Claims

8.1. The Provider is obliged to ensure the provision of the Services in accordance with the respective agreement, these General Trading Terms and Conditions and the generally binding legal regulations.

8.2. In case the Provider of the Services fails to perform the duties resulting from the agreement duly, the Customer has the right to claim / report any Service defects to the Provider without undue delay, however, no later than 7 calendar days after the completion of the Service.

8.3. The Customer is obliged to lodge the claim in writing (written form also includes email form for the purposes of agreements entered into between the Provider of the Services and the recipient of the Services,).

8.4. The Provider of the Services shall settle the claim without undue delay, however, no later than 1 month after being duly lodged.

9. Final provisions

9.1. The Customer may contact the Provider regarding a complaint by email, telephone, in writing or otherwise and, if not settled favourably, the Customer has the right to refer to the respective supervisory authority or state supervision body.

Extra-judicial settlement of consumer disputes shall be referred to the Czech Trade Inspection Authority, with registered office at Štěpánská 567/15, 120 00 Prague 2, Czech Republic, Company Identification No.: 000 20 869, website: <https://adr.coi.cz/cs>. When settling disputes resulting from consumer agreements, the platform for on-line settlement of disputes at <http://ec.europa.eu/consumers/odr> may be used.

The European Consumer Centre of the Czech Republic, with registered office at Štěpánská 567/15, 120 00 Prague 2, Czech Republic, website: <http://www.evropskyspotrebitel.cz>, is a contact point pursuant to Regulation of the European Parliament and the Council (EU) No. 524/2013 of 21 May 2013, on on-line resolution of consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive No. 2009/22/EC (regulation on on-line resolution of consumer disputes).

9.2. Any relationships and possible disputes incurred on the basis of the Agreement shall be exclusively settled pursuant to the laws of the Czech Republic by the competent courts.

9.3 The Provider is entitled to modify these General Trading Terms and Conditions unilaterally at any time. In

case any of the provisions set out in these General Trading Terms and Conditions is or becomes invalid or ineffective, a new provision which shall be as close to the original invalid provision as possible in terms of its meaning shall replace the original provision. The invalidity or ineffectiveness of such a provision shall not affect the validity of the other provisions.

9.4. These General Trading Terms and Conditions come into force and effect on 1 May 2019.