

Below you can find general business terms which regulate legal and other relations between the company SKY WALKERS Czech Republic s.r.o. (hereinafter referred to as the “**provider**”) and the ordering party or the user of services or products of the mentioned company (hereinafter referred to as the “**client**”). In terms of its activity, the provider provides services related to parachuting, skydiving, etc. (hereinafter referred to as a “**service**”).

General business terms

1. General provisions

1.1. The provider is the company SKY WALKERS Czech Republic s.r.o. IN: 27364577, registered office: Týnská ulička 1064/6 Praha 1, registered by the Municipal Court in Praha, section C, file 108615.

1.2. These General business terms regulate contractual relations and define rights and duties between the provider and the ordering party or the client, i.e. the third party for whose benefit the service is ordered or who shall make use of a service (the client).

1.3. By sending an order (i.e. draft contract) the ordering party confirms that the party got acquainted with these General business terms and agrees with them unconditionally and completely. These General business terms are an integral part of the concluded contract. The contract is concluded in the English language if not agreed otherwise between the contracting parties. These General business terms are published on websites en.skyservice.cz and www.skydiving-prague.com and in a paper form in provider’s business premises at the address Dlouhá 6, 110 00 Praha 1.

2. Conclusion of a contract

2.1. All the presentations of services, published in provider’s web interface, are of an informative nature and the provider isn’t obliged to enter into a contract based on client’s offer. The provision of § 1732, section 2, the Act no. 89/2012 Coll., Civil Code, won’t be applied.

2.2. To order a service, the client shall fill in an order form in the web interface of a shop, send the order per email, make the order per phone, book a service in one of provider’s contact places or personally in provider’s business premises at the address Dlouhá 6, 110 00 Praha 1.

2.3. In case that a service is ordered via an order form in the web interface or per email, the client is obliged to pay a reservation fee in the amount of

EUR 20 or a reservation fee equal to the equivalent sum in Czech crowns.

2.4. Reservation fee according to section 2.3. paid via provider’s web interface is ensured by means of the payment system called PayPal. By agreeing with these General business terms, the client agrees also with the terms of the PayPal payment system.

2.5. The contractual relation between the client and the provider is established by written acceptance of client’s order from the side of the provider.

3. Subject of the contract

3.1. The subject of a contractual relation is provider’s liability to ensure delivery of services specified in the contract (i.e. in the order and its confirmation) and client’s liability to pay the provider the agreed price for providing of these services and to make use of services under set terms.

3.2. In addition to main services, the provider offers also additional services consisting mainly in video records of skydiving with the main camera, secondary camera, and in taking photos during the skydiving (hereinafter referred to as “**additional services**”). It is possible to combine the additional services and the client can choose the combination of these services when making an order.

3.3. The client is aware of the fact that the technique for additional services can fail, mainly by technical and other reasons. The client agrees expressly with the fact that if there is a low-quality or no video record or photo by any reason, the client isn’t entitled to repetition of the entire skydiving experience but he has a right to a discount from the price of additional services. In case that skydiving isn’t recorded with the main camera by any reason, the client is entitled to a discount from the additional services in the amount of EUR 40 (or a discount equal to the equivalent sum in Czech crowns). In case that there is no photo of skydiving by any reason, the client is entitled to a discount from the additional services in the amount of EUR 40 (or a discount equal to the equivalent sum in Czech crowns). In case that skydiving isn’t recorded with the secondary camera by any reason, the client is entitled to a discount from the additional services in the amount of EUR 20.

3.4. The client is aware of the fact that the provider of services will keep the data from additional services for the maximal period of one month after the skydiving event.

3.5. The client isn’t entitled to a discount according to section 3.3. in case that the record of additional

services is of a low-quality only partly and because of meteorological reasons (cloudy weather, etc.).

4. Price and payment terms

4.1. The price for offered services is always mentioned in web interfaces of services' provider, in provider's contact places and also in provider's business premises at Dlouhá 6, 110 00 Praha 1. The price is mentioned in EUR (or in Czech crowns) including VAT.

4.2. The client can pay the price by a credit transfer, a VISA or Maestro credit card, cash or in another way if agreed between the provider and the client.

4.3. When paying by a credit card, the price for a service is in Czech crowns. In case that a bank account is in another currency than Czech crowns, the payment confirmation includes also the conversion to the currency of client's bank account.

4.4. Cash payment can be in EUR or Czech crowns.

4.5. In some cases the client is obliged to pay a reservation fee in advance (see section 2.3.).

5. Personal data protection and consent with other utilization of rights of a personal nature

5.1. Client's personal data will be used exclusively for purposes of performance of the concluded contract, including a reservation of services (activities) or their changes. In compliance with the Act no. 101/2000 Coll., on Personal Data Protection, subsequently amended, the client expresses his consent with utilization of his personal data within the scope of contact data (name, surname, phone number, email and address) for purposes of performance of the contract and also for purposes of internal analyses, together with his consent with these General business terms.

5.2. Together with the consent with these General business terms, the client expresses his consent also with regular sending of information about planned activities of services' provider, about actions, discounts, offers, etc., for an indefinite period. It is possible to cancel this consent.

5.3. The client grants the provider of services his consent also with utilization of his portraits, audio and visual records, for an indefinite period.

6. Rights and duties of the contracting parties

6.1. The client is obliged to execute the provided service sober without previous consumption of any narcotics or psychotropic drugs. The client is obliged to consider whether he is medically and physically eligible for safe execution of the chosen service. The client makes use of the chosen service completely at his own liability. The provider itself or the provider of an arranged service can refuse

providing of a service in case that the provider suspects that the recipient of a service is impaired. In such a case the client doesn't have any right to refund of money and is obliged to pay the total price for an ordered service.

6.2. For security and other serious reasons, a customer during an execution of service is not entitled to wear or carry any electronic devices or any other objects (especially mobile devices, cameras, necklaces, earrings, rings, watches, bracelets, etc. – hereinafter referred to as 'the **Valuables**'). If the customer violates the above prohibition, the service provider is not liable for any damage caused to the Valuables and is not liable for any damage or injuries caused by the Valuables.

6.3. The customer is obliged to perform the service provided without seeing glasses, sunglasses and other glasses, thus, if necessary, using contact lenses. If the customer will insist on the use of any own glasses, the service provider is not liable for any damage or injuries caused to those glasses or by those glasses.

6.4. The client is obliged to come to the place of service providing or to the place defined for mass transport of clients, in the agreed term. In case that the client doesn't come to the agreed place on time, he isn't entitled to refund of money or repetition of a service.

6.5. The minimal limit for execution of a service is the age of 8 and at the same time the height of 130 cm and weight of 40 kg. Infants at the age of 8-18 have to provide the responsible person with a written consent of their legal representatives before execution of the service. The maximal limit for providing of a service is the weight of 120 kg.

6.6. The client is responsible for damages caused to the provider by violating of instructions with which he was acquainted before providing of the service.

6.7. All data (mainly duration of a service, height and duration of skydiving, etc.) mentioned in web interfaces of the provider or in other places is only of an informative nature. In case that the service duration is different by any reasons not caused by the provider of a service (mainly because of weather, traffic jam, etc.), the provider isn't responsible for consequent damages and the client isn't entitled to repeat a service or to financial compensations.

6.8. In some cases the provider ensures transport of clients to a place where a service shall be executed. In such cases the provider is responsible for any loss related to transport of people only in case it is caused by provider's employee or staff member and only in case that the caused loss isn't covered by the insurance of provider's insurance company.

6.9. In case that the provided service is cancelled by the provider because of force majeure (mainly

weather if it influences providing of a service, etc.), the client is entitled to a new term of a service.

6.10. The client is aware of the fact that the agreed terms of services can be cancelled or changed by the provider anytime with regards to the nature of services which providing depends on the actual weather conditions.

7. Withdrawal from a contractual relation – cancellation

7.1. The client is entitled to withdraw from the contract immediately in following cases:

The client who is a consumer has a right to withdraw from the contact in any written form without giving a reason and without any sanction

within 15 calendar days after the contract is concluded if the contract was concluded via remote communication means (internet, email, phone).

The provider of a service is entitled to withdraw from the contract immediately in following cases:

In case that subsuppliers cancel the required service. In such a case the client is entitled to refund of the paid price.

7.2. In case that the client cancels his participation in the ordered service less than 48 hours before the ordered service should take place, the client is obliged to pay the provider a contractual penalty in the amount of EUR 20 or a penalty equal to the equivalent sum in Czech crowns. The provider is entitled to set off the contractual penalty against the reservation fee paid according to section 2.3. of these General business terms.

7.3. In case that the client is entitled to refund of money or the paid reservation fee, the client is aware of the fact that these financial resources will be paid in cash in provider's business premises, regardless that fact in which form the price for the ordered service or the reservation fee was paid if not agreed otherwise by the contracting parties.

8. Claims

8.1. The provider is obliged to provide the client with services in compliance with the concluded contract, these General business terms and applicable legislation.

8.2. If the provider of services doesn't meet its obligations arising from the contract properly and on time, the recipient of a service is obliged to claim the defects of a provided service at the provider without undue delay, within 7 calendar days after the provided service ends at the latest.

8.3. The client is obliged to lodge a claim in a written form (whereas an email form is also considered as a written form for purposes of contracts concluded between the provider of

services and recipients of services).

8.4. The provider of services shall settle the claim without undue delay, within 1 month after its proper lodgement at the latest.

9. Final provisions

9.1. The client can always address himself to the provider with his complaint per phone, in writing or in another form. If the claim isn't settled in a positive way, the client is entitled to address himself to the appropriate authority of control or state supervision.

9.2. Relations and possible disputes which incur under the contract will be settled exclusively according to the Czech law and by appropriate courts of the Czech Republic.

9.3 The provider is entitled to change the business terms anytime.

9.2. There general business terms come into force on

9. 2. 2016