

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.amazingadventures.cz and www.rangeshooting.com. Within its activities, the Provider offers the possibility to use an offer of third-party services consisting mainly in the provision of adrenaline and other adventure events in the form of a transferable certificate authorizing the Customer to use the respective Service (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 and with the trading terms and conditions / rules of use applicable to the respective Service chosen by the Customer. 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.amazingadventures.cz and www.rangeshooting.com 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 other legal regulations applicable to the respective Service. The Customer shall get duly acquainted with the respective rules of use for the Service before its commencement.

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 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 20 % of the price of the ordered Service, however, at least EUR 20 per each ordered Service.

2.4. Payment of the booking fee pursuant to paragraph 2.3. made through Provider's websites shall be performed through the 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; Customer's 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 the obligation of the Provider of the Services to mediate a third-party Service to the Customer 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.

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. Cash payments may be made in EUR or CZK on the basis of the applicable exchange rate set out by the Provider.

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

5.1. The processing and protection of Customer's personal data is stipulated in the Provider's Principles of Personal

Data Processing available at <https://skydiving-prague.com/>.

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 Customer agrees with the processing of his / her 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, including sending third-party offers. **The Customer 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 rights are provided in the Provider's Principles of Personal Data Processing available at www.amazingadventures.cz.

5.4. The Customer agrees, in accordance with the provisions of Sections 84 and 85, Act No. 89/2012 Coll., Civil Code, with his / her recording for the purpose specified in the following paragraph.

5.5. Moreover, the Customer agrees that the Provider is entitled to use such visual (and the related sound) materials (photographs, videos) showing the person when performing the provided Services for the period of 2 years after the recording of the respective material for Provider's own promotional, commercial, marketing and other similar purposes without Customer'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 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 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 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 (or a third party ensuring the provision of the mediated Service) is entitled to 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 in accordance with any and all instructions and binding recommendations given by the Provider or a third party authorized to supervise the proper performance of the Service by the Customer.

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 any Services connected with firearms is 18 years; the Customer shall prove his / her age in the form of an ID card issued by an EU member state or a passport containing a photograph of the Customer. If the Customer fails to prove his / her age, the provision of the Service shall be refused without any entitlement to refund of the price of the Service. Minors aged 8 – 18 may perform the other Services only if accompanied by a legitimate representative of the minor or if accompanied by an adult or on the basis of an express written consent granted by their legitimate representatives.

6.6. Any and all details (in particular the time necessary for the performance of the Service, etc.) provided on Provider's websites and elsewhere are for information purposes only. In case the duration of the mediated Service is different for any reasons not caused by the

Provider of the Service (in particular due to weather, traffic jam, etc.), the Provider shall not be liable for any consequential damage in any way whatsoever and the Customer shall not be entitled to repeat the Service or to receive any other financial refund.

6.7. The Provider shall not be liable for any detriment incurred in connection with any Services not provided directly by the Provider.

6.8. In some cases, the Provider provides transport for customers to the place of performance of the Service. 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.

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 mediated Service is cancelled by the Provider due to force majeure (in particular due to weather if influencing the provision of the Service, etc.), the Customer is entitled to book a new date for the Service or to receive refund of 100 % of the paid advance / Service.

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 some of the Services the provision of which depends on the weather conditions, the agreed dates of the Services may be cancelled 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.

7. Withdrawal from the contractual relationship – cancellation

7.1. The Provider of the Service is entitled to withdraw from the agreement in the following situations:

In case of cancellation of the required Service by subcontractors. In this case, the Customer is entitled to receive refund of the paid price or advance to the full extent.

7.2. 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: info@amazingadventures.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 this Article of these General Trading Terms and Conditions.

7.3. In case the Customer cancels his / her participation in 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 20 % of the price of the ordered Service 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.

7.4. 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.