

**GENERAL TERMS AND CONDITIONS FOR
PROVISION OF SERVICES
CZECH AIRLINES HANDLING, A.S.
("GTCs")**

1. Initial Provisions, Joint Provisions

1.1. For the purposes of these GTCs:

a) "Travel Agency" means Czech Airlines Handling, a.s., registered office at Aviatická 1017/2, 161 00 Prague 6, Company ID no. 25674285, incorporated in the Companies Register with the Municipal Court in Prague, Section B, File 17139, on the ground of the decision of International Air Transport Association ("IATA") with effect from 16 May 2012;

b) "Passenger" means a natural or a legal person to whom the Travel Agency brokers the Services defined in clause 2.1 hereof.

c) "Carrier" is an airline which engages in air transport and provides other related services. A carrier is any airline which is a member of the IATA and/or low cost companies which are not members of the IATA.

d) "Service Provider" is an entity which provides any of the services specified in clause 2.1 hereof to the Passenger, other than the Travel Agency.

1.2. These GTCs only define the mutual rights and obligations of the Passenger and the Travel Agency arising during the brokerage of the Services defined in these GTCs. The provision of the Services shall in full be subject to the conditions of the actual Providers of such Services and the rights and obligations arise directly between the Passenger and the Service Provider.

1.3. The rights and obligations arising between the Passenger and the Travel Agency shall be governed by the legal order of the Czech Republic, primarily Act no. 89/2012 Coll., Civil Code, as amended. The court competent to resolve any disputes arising between the Passenger and the Travel Agency is the court with the

subject-matter and local jurisdiction pursuant to the applicable provisions of Act no. 99/1963 Coll., Civil Procedure Code, as amended.

1.4. The Passenger agrees that the reciprocal rights and obligations of the Passenger and the Travel Agency shall be subject to these GTCs the latest version of which is always available at the Travel Agency's establishment located at Terminal 2, Václav Havel Airport, Prague 6 – Ruzyně. The Passenger recognizes the right of the Travel Agency to unilaterally change to appropriate extent its Terms and Conditions. In the event of a unilateral change of the GTCs the Travel Agency must notify the Passenger of such change by updating the CTCs available at the establishment. Because of such change the Passenger may terminate in writing the contract for the provision of the Services to the Passenger and do so within the time limit of 30 calendar days from the day when the updated version of the GTCs have been published at the Travel Agency's establishment. The Passenger shall deliver a written notice to the address of the Travel Agency's registered office by registered mail via a recognized provider of postal services. Should the Passenger not assert its right to withdraw within the time limit specified in the previous sentence, it is assumed that the Passenger agrees with the changed GTCs.

1.5. The Passenger is obligated to pay for the Services the price as per these GTCs and do so within the time limit specified in the relevant contract or the time limit specified in the relevant service order. Where no such time limit is specified, the Passenger shall pay the price for the Services within no later than 14 calendar days from the day of the entry into the contract. Payments made by the Passenger to a bank account by wired transfer shall be deemed made within the time limit as per the previous sentence if paid on the last day of the time limit within no later than 17.00 o'clock. Payments made after 17.00 o'clock shall be regarded for the purpose of these GTCs as a payment made on the next business day. The Passenger may also pay the price for the Services in cash or by card at any branch of the Travel Agency.

1.6 The Passenger is aware that until such time as the total price for any of the Services provided by the Travel Agency is paid, the Passenger's order or reservation of

any specific Service is not binding and that the total price for the Service may change. The Travel Agency accepts Service Orders from Passengers during its full working hours. Services Orders made by the Passenger and delivered to the Travel Agency after the working hours shall be handled without undue delay on the next working day.

1.7. A Passenger who satisfies the statutory definition of a consumer as contained in valid and effective legal regulations and who happens to be in delay with the payment of the price for the Services provided under these GTCs is obligated to pay, in addition to the price of the relevant Service, a late payment interest at a rate specified by a special legal regulation valid in the Czech Republic. A Passenger who does not meet the criterion of the previous sentence shall in the event of a delay with the payment of the price of a Service pay a late payment interest of 0.05% for each day of the delay.

1.8. These GTCs do not apply to the mutual rights and obligations of the Passenger and the Service Provider defined by the contract arising directly between the Passenger and the Service Provider, including, but not limited to:

a) mutual rights and obligations of the Passenger and the Carrier arising during the actual air transport as well as the provision of any other services related to the air transport. These rights and obligations shall be subject to the conditions of the given Carrier.

b) mutual rights and obligations of the Passenger and the Insurance Company in cases where the insurance is brokered by the Travel Agency. These rights and obligations shall be subject to the applicable insurance contract, with which the Passenger must be familiar, as well as to the follow-up insurance conditions, if any. In all matters concerning the insurance itself the Passenger agrees to address directly the Insurance Company.

c) mutual rights and obligations of the Passenger and the Accommodation Provider which arise on the ground of and are governed by an accommodation contract.

d) mutual rights and obligations of the Passenger and the Car Rental Company which are governed by the conditions of the relevant Car Rental Company.

2. Services

2.1. The Travel Agency **brokers** the following services ("**Services**") to the Passenger:

- a) Reservation and issue of airline tickets of carriers who are IATA members, reservation and issue of charter tickets, reservation and issue of tickets of air carriers who are not IATA members (hereinafter collectively as "**Ticket Reservation and Issue Service**");
- b) Insurance brokerage;
- c) Visa arrangement;
- d) Accommodation brokerage;
- e) Car rental brokerage;
- f) Ensuring entry to VIP lounges at Václav Havel Airport, Prague;
- g) Train ticket sale brokerage;

3. Ticket Reservation and Issue Service

3.1. The Ticket Reservation and Issue Service is provided by the Travel Agency on the basis of the contract on the air transport of passengers and the provision of related services ("**Contract**") entered into between the Passenger and the carrier through the Travel Agency. The Passenger acknowledges that the signature of the Contract gives rise to rights and obligations concerning air transportation and related services between the Passenger and a specific Carrier as the Service Provider under these GTCs. During the entry into the Contract the Travel Agency acts as a broker. The Passenger acknowledges that the Travel Agency shall not be responsible for due and in particular timely effectuation of the air transport of passengers as well as any related services which the Carrier is obligated to duly provide. The Travel Agency shall not also be liable for any loss of assets or physical harm in the consequence of the air transport of passengers and/or the related services provided by the Carrier.

3.2. The contract between the Travel Agency and the Passenger becomes existent on the basis of the

Passenger's service order confirmed by the Travel Agency ("**Service Order**"). The Passenger may submit a Service Order in the following ways:

a) in person at the ticket counter of the Travel Agency located at Terminal 2, Václav Havel airport, Prague 6 – Ruzyně; or

b) to the e-mail address airservice@airhandling.cz or by phone at the phone numbers: +420 220 115 961 or +420 724 138 525.

The Passenger acknowledges that a Service Order placed in any of the above-specified ways is binding and agrees without reservation with the provisions of GTCs valid and effective at the time of the placement of the relevant Service Order.

3.3. The Passenger shall be liable for the correctness of the data stated in the Service Order, in particular for the correctness of Passenger's personal data in the Service Order and the correctness of the specified dates of the transport. Upon the request of the Travel Agency the Passenger shall present his/her identity documents for the purposes of checking the correctness of personal data. All specific requirements as well as discount claims must be asserted by the Passenger at the latest at the moment of the placement of the Service Order prior to its confirmation unless stipulated otherwise by the Carrier, of which fact the Travel Agency undertakes to inform the Passenger. The decision on the legitimacy of the discount claim asserted by the Passenger is made by the Travel Agency only. The Passenger is obligated to perform an immediate control of all his/her personal data stated in any travel document and check their correctness. The Passenger acknowledges that the Travel Agency shall not be liable for any consequences of incorrect personal or similar data, including the removal of the Passenger from transport by the Carrier.

3.4. The Passenger acknowledges that the Travel Agency becomes entitled to a service fee upon the confirmation of the Service Order by the Passenger. The amount of the service fee is determined in the price list available in print at the counter of the Travel Agency located at the Terminal

2, Václav Havel Airport, Prague 6. Upon Passenger's request the Travel Agency is obligated to inform the Passenger on the amount of the fee. The Passenger is aware of the fact that in the event of cancellation of a travel document whether by the Passenger or the Carrier the service fee is not refunded to the Passenger. The Passenger is aware that the Carrier and/or the Travel Agency may charge a fee for the cancellation of a travel document or a change in the reservation up to the amount of the service fee as per the first sentence of this clause 3.4 of the GTCs, or at a rate defined in the tariff of a particular Carrier.

3.5. Further, the Passenger acknowledges that until such time as the price is paid, including all airport, fuel or similar fees, including the service fee under clause 3.4 hereof, and in relation to Passengers who have agreed with the Travel Agency on the payment of an invoice, until such time as a binding service order is made by such Passengers, a reservation may be cancelled or changed for reasons arising on the Carrier's part.

3.6. The Passenger is aware that the Travel Agency is not entitled or obligated to handle and/or recognize warranty claims concerning services provided by the Carrier, including damage to luggage. The Passenger is aware that all warranty claim-related acts are subject to the claims clearance and similar rules of the individual Carriers. The Passenger may not raise any warranty claims vis-à-vis the Travel Agency. Complaints procedure, including the definition of Travel Agency's liability is described in more detail in clause 7.4 Complaints Procedure and Cancellation Conditions.

3.7. Travel documents shall be reserved and issued as required by the Passenger, with all applicable discounts and benefits, based on the conditions of the individual airlines and with the application of the most advantageous tariffs of the individual Carriers. The Travel Agency shall not be liable for changes in Carrier's tariffs.

3.8. The Travel Agency may collect a payment for the Ticket Reservation and Issue Service within the time limit specified in an invoice or a service order. The price shall be deemed paid when credited to the bank account

announced for this purpose by the Travel Agency or on the day when an amount equivalent to the price is deposited at the Travel Agency's ticket office. The Passenger is aware that specific Carriers may demand that prior to the payment of the total price the Passenger pays an advance within the time limit and at an amount required by the Carrier. The Passenger is only entitled to the reservation and issue of a ticket upon the full payment of the price for such services and thereto related fees to the bank account specified for that purpose by the Travel Agency.

3.9. Fees for changes in reservations and ticket cancellations are payable immediately, at the time when the reservation change and/or ticket cancellation is made. The total amount of the fee for a change in reservation under the previous sentence is composed of a fee as per the tariff of a given Carrier and the Travel Agency's service fee charged upon the purchase of the ticket. The Travel Agency is obligated to make a change or cancel a ticket without undue delay upon Passenger's request.

3.10. The Passenger is aware that the time limit for the payment laid down in clause 1.5 hereof may change according to specific requirements of the Carrier regarding the given price tariff of the Carrier.

3.11. The Passenger acknowledges that it is the Carrier who is fully responsible for the transport of luggage.

3.12. If the Travel Agency ensures the Service for the Passenger on other than the required date, the Travel Agency must inform the Passenger of such fact sufficiently in advance and it is the exclusive right of the Passenger to decide whether or not to use the Service under such circumstances.

3.13. If the Travel Agency fails to ensure the Service (tickets) for the required date, despite all efforts, it must notify the Passenger of such fact without delay.

3.14. The Travel Agency shall only be responsible for:

a) due and timely notification of the Carrier on the placement of a Service Order and subsequent signature of the Contract;

b) ensuring due and timely confirmation of the Service Order by the Carrier, if required by the Carrier's conditions;

c) due issue of an airline ticket or other travel document;

d) due handover of the necessary documents to the Carrier;

e) due announcement of changes in or cancellation of the Contract to both the Carrier and the Passenger if informed of these changes in accordance with the provision of clause 3.16 of the GTCs; and

f) due and timely payment of the price for all the provided Services to the account of the Carrier.

3.15. The Passenger is liable for the factual and formal correctness of the Service Order. The Passenger is in particular liable for correct statement of his/her first name and surname as well as other personal data, age, timely assertion of a discount based on age or other facts. The Passenger agrees to submit an identity card and other information necessary for personal identification for air transport purposes, in compliance with all requirements of the Carrier. The Passenger is liable for correctness of the data regarding the transport, i.e. particularly the correct date when the transport is supposed to take place. The Passenger is also obligated to inform the Travel Agency on any requirements for the transportation of non-standard things, that is, in particular animals, guns, sports requisites etc. The Passenger is aware that for an additional change in data or transportation of non-standard things Carriers may require in accordance with their transport conditions the payment of a fee or may exclude the Passenger from the transport without any claim for a refund of the price of the transport. The Passenger acknowledges that the Travel Agency has no liability for the facts mentioned in the previous sentence.

3.16. The Passenger acknowledges that the Travel Agency is not obligated to look for potential changes in reservations prior to the purchase of a ticket or for changes in the transport conditions after the purchase of a ticket and inform the Passenger on such facts. In accordance with clause 3.14(e) the Travel Agency is only obligated to

provide such information where such information is provided by the Carrier and solely on the condition that the Carrier provides the Travel Agency with such information within no later than 24 hours before the time of the departure.

3.17. The Passenger is liable in particular for:

- a) compliance with visa regulations for the entire duration of the flight, including the visa requirements during the stay in the transit space of an international airport;
- b) correctness of all data provided to the Travel Agency;
- c) checking for changes after the purchase of a ticket, if any (the check has to be made with the relevant Carrier only); and
- d) timely appearance for the departure.

3.18. When buying a ticket or related services the Passenger is obligated to provide the Travel Agency with valid contact information (as well as inform it on any change in this information) so that the Passenger may be notified on any changes in the flight or its conditions. If the contact data provided are invalid, Czech Airlines Handling, a.s. shall not be liable for any damage suffered by the Passenger.

3.19. The Passenger is obligated to:

- a) use the first leg of the journey as per the reservation and use the coupons in the order determined in the ticket, otherwise the right to transport ceases to exist without compensation;
- b) check the permitted weight of luggage; and
- c) check the correctness of the data in the reservation and subsequently in the transport document upon its acceptance (in particular the first name and surname, date, route, date of birth, if included); by accepting the ticket or the flight itinerary the Passenger approves the stated information.

4. Insurance Brokerage

4.1. The Travel Agency shall ensure travel insurance for the Passenger ("**Travel Insurance**") on the basis of the service order placed by the Passenger by phone, e-mail or in person at the Travel Agency's establishment. The Passenger is aware that together with the service order he/she must provide the Travel Agency with the personal data of the persons for whom the Travel Insurance is to be brokered and do so to the extent required by the Insurance Company, the official name of the country covered by the Travel Insurance and the exact period for which the Travel Insurance is required by the Passenger.

4.2. The Travel Agency may negotiate the Travel Insurance as a broker with the contracted insurance companies as Service Providers under these GTCs ("**Insurance Company**"). The Passenger may take on the Travel Insurance also for the event that the Passenger incurs costs in connection with his/her withdrawal from the travel contract. If the Passenger is interested, the Travel Agency shall broker the Travel Insurance. The insurance contract arises between the Passenger and the Insurance Company. Any loss events and other claims from insurance contract are resolved directly between the Passenger who signed the insurance contract and the Insurance Company.

4.3. By signing the insurance contract the Passenger also confirms that he/she may take on the insurance also for other persons (insured individuals) and that he/she has received pre-contract information on the insurance and the insurance terms and conditions. In accordance with law the Passenger shall also receive an Insurance Certificate together with the travel contract.

5. Visa Arrangement

5.1. The Travel Agency shall ensure a travel visa for the Passenger ("**Visa**") on the basis of the service order placed by the Passenger by phone, e-mail or in person at the Travel Agency's establishment. The Passenger is aware that together with the service order he/she is obligated to provide the Travel Agency with the personal data of the persons for whom the Visas are to be obtained

and do so to the extent required by the embassy of the territory for which the Visa is valid. The Passenger also agrees to provide the Travel Agency with the official name of the country for which the Visa is valid and the exact period of validity of the Visa. The Passenger is aware that the embassy of the country for which the Visa is to be issued may require from the Passenger the provision of additional data not explicitly stated herein. The Passenger acknowledges that the Travel Agency shall not take any steps to obtain the Visa until such time as all the data required for the arrangement of the Visa are provided by the Passenger.

5.2. In connection with the arrangement of the Visa the Passenger agrees to pay an administrative fee at an amount specified by the applicable legal regulations of the countries for which the Visa is valid and to pay the Travel Agency the commission for the arrangement of the Visa at the amount of a service fee specified in advance. Upon the payment of the amount as per the previous sentence the contract is formed between the Passenger and the Travel Agency.

5.3. If the Passenger decides after the placement of a service order or the execution of the contract under the provisions of clause 5.1 or 5.2 hereof to withdraw the service order or terminate the contract before the issue of the Visa, the Passenger acknowledges that the Travel Agency may charge a cancellation fee in the amount of the service fee.

5.4. The Passenger is aware that in the event of the cancellation of a service order or termination of the contract under the previous clause the administrative fee paid is non-refundable. The Passenger is aware that the administrative fee under the previous sentence is also not refunded if the Passenger's visa application is declined.

5.5. The Travel Agency agrees to:

- a) hand over all the materials obtained from the Passenger to the relevant embassy and do so without undue delay;
- b) inform the Passenger upon his/her request on the progress of the application handling process;

- c) hand over the Visa and all the related documents to the Passenger without undue delay after their issuance by the embassy.

5.6. The Passenger acknowledges that the Travel Agency has no liability if the Visa is not granted, in particular for Passenger's failure to provide the necessary documents and assistance as well as if the visa is not granted by the embassy for statutory reasons (including administrative considerations on the part of the embassy) specified by the legal regulations of the given country. The Travel Agency is not liable for the correctness of the information relating to the visa requirements which must be verified by the Passenger at his/her own responsibility and costs.

5.7. The Travel Agency may terminate the contract with effect from the delivery of the notice to the Passenger if at the Travel Agency's sole discretion the trust between the Travel Agency and the Passenger has been damaged. In the event of a notice under the previous sentence the Travel Agency may retain part of the payment proportionate to the act already performed. Also in the case of notice the Travel Agency must hand over to the Passenger all the documents accepted from the latter for Visa arrangement purposes and must take due care of these documents until the moment of their handover.

6. Accommodation and Car Rental Brokerage Service

6.1. The Travel Agency is an authorized broker of accommodation services as well as car rental services (hereinafter as "**Accommodation Service**" and "**Car Rental Service**") of selected providers of these services with which the Travel Agency has entered into contracts which allow it to broker these services to Passengers on behalf of the relevant providers with the confirmation of a binding service order and collect the agreed service price on its own behalf.

6.2. The Travel Agency offers the Passenger the opportunity to use the Accommodation Service or Car Rental Service of a selected provider. The Passenger

acknowledges that rights and obligations arise between the provider of such services and the Passenger, not the Travel Agency, which acts only as a broker.

6.3. The Passenger acknowledges that it is the provider of a given Service who is liable for the provision of the Accommodation Service or the Car Rental Service under its own terms and conditions, not the Travel Agency. The Travel Agency is not a direct provider of the Accommodation Service or Car Rental Service and therefore is not liable for due and timely provision of these Services or for any injury, illness, loss of or damage to Passenger's things or other property in connection with the accommodation or car rental.

6.4. The Passenger may order the Accommodation Service or Car Rental Service in the following ways:

a) in person at the ticket office of the Travel Agency located at Terminal 2, Václav Havel airport, Prague 6 – Ruzyně; or

b) by e-mail at airservice@airhandling.cz;

c) or by phone at phone numbers: +420 220 115 961 or +420 724 138 525.

The Passenger acknowledges that an Accommodation or Car Rental Service Order placed in any of the above-specified ways is binding and agrees without reservations with the provisions of the GTCs as valid and effective at the time of the placing of the relevant Service Order.

6.5. Upon receiving a service order in any of the ways specified in clause 6.4(a) to (c) the Travel Agency shall immediately confirm its acceptance and after its confirmation by the provider of the Accommodation Service or the Car Rental Service (if required by the conditions of the provider of the given service), the Travel Agency shall deliver to the Passenger a confirmation of the service order with information on the ordered accommodation or rented car, on the provider of such service and the total price, and shall do so:

a) in the electronic form to the e-mail address specified by the Passenger during the reservation process; or

b) in the agreed manner (e.g. by postal service, electronically) or, in the case of a reservation made by phone, by electronic mail or in person at the Travel Agency's establishment.

6.6. The agreement between the Passenger and the Service Provider on the Accommodation Service or Car Rental Service becomes binding at the time when the Passenger pays the total price following the verification of validity of the reservation of the accommodation or car rental with the Travel Agency. By paying the total price the Passenger confirms that he/she has been provided by the Travel Agency all the necessary information (including cancellation and complaint conditions) and related documents.

6.7. Upon a binding Accommodation Service or Car Rental Service order the Travel agency shall issue and hand over or deliver to the Passenger an accommodation voucher or car rental voucher the presentation of which is necessary for the use of the accommodation or the rental of a car.

6.8. All requests for change in or cancellation of the ordered Accommodation Services or Car Rental Services, if admissible under the conditions of the Provider of such Services, must be submitted by the Passenger directly to the Service Provider or, if admissible under the conditions of the Provider of the ordered Service, via the Travel Agency. The Passenger acknowledges that if he/she addresses the Travel Agency in the matter of a change in or cancellation of the Services under the previous sentence in compliance with the Service Provider's conditions, he/she must do so to the best of their abilities as soon as possible and during the working hours of the Travel Agency. The Travel Agency reserves the right not to accept the Passenger's request if (i) it is submitted outside of the Travel Agency's working hours or (ii) if the Passenger is no longer on the territory of the Czech Republic. In such case the Passenger must address directly the Service Provider.

6.9. The Passenger acknowledges that the Travel Agency may not recognize or otherwise clear any complaints regarding the Accommodation Service or Car Rental Service on behalf of the Service Provider. Unless otherwise specified in the complaints procedure rules of the Service Provider, complaints regarding immediately rectifiable defects must be filed without undue delay to a person authorized by the Provider of a given Service, i.e. the accommodation or car rental, and if such complaint is not recognized it must be filed directly to the Service Provider.

6.10. The Travel Agency shall only be liable for the fulfillment of its obligations relating to a binding order of a Service under this Article 6 GTCs, that is in particular for:

- a) due and timely notification of the Accommodation Service or Car Rental Service Provider on the placement of an order and subsequently on the binding order of the relevant Service;
- b) due and timely confirmation of the Service Order by the Provider of the above-mentioned Services, if required by the Service Provider's conditions;
- c) due and timely issue of a voucher for the relevant Service;
- d) due handover of the necessary documents to the Provider of the relevant Services;
- e) due announcement of changes or cancellations to the Service Provider and the Passenger on the next working day after the Travel Agency has been informed in writing on such change; and
- f) due and timely payment of the price for the said Services to the account of the Service Provider.

6.11. The Passenger is aware that the Travel Agency is not obligated to make any changes in the reservations before the payment of the price of the Accommodation Service or Car Rental Service after the issue of a voucher for their use and to provide such information to the Passenger.

6.12. After the payment of the price for the Accommodation Service or Car Rental Service the Passenger is obligated to give the Travel Agency in writing his/her valid contact data (as well as information on any change in such data) if there is a need to announce any change regarding the said Services. In the case of invalidity of the contact data provided in writing the Travel Agency shall not be liable for any damage arising to the Passenger in consequence of the non-delivery of a notice on changes.

6.13. The Passenger is liable in particular for:

- a) the correctness of the provided data;
- b) timely start of the use of the brokered Service under this Article of the GTCs.

6.14. The Passenger is obligated to:

- a) before checking in for the accommodation or leasing a car, check sufficiently in advance the validity of the travel documents of the Passenger as well as all other persons to be accommodated and check the conditions for the entry into all final and transit destinations visited for the purpose of using the ordered Service, in particular the entrance formalities and visa requirements. The Passenger is aware that the Travel Agency or the Service Provider are not liable for any damage which may arise if the Passenger or other persons are denied entry to the country of final or transit destination or denied access to the transport to such destination;
- b) obtain for himself/herself and any fellow passengers the necessary residence and transit visa;
- c) ensure that the Passenger as well as other fellow passengers meet any medical or other requirements for traveling to or staying at all final or transit destinations;
- d) check the correctness of the data on the accommodation voucher issued by the Travel Agency (in particular personal data, accommodation data, type of accommodation, type of rented car etc.); by accepting the Service voucher the Passenger confirms that the check was performed and the data are approved.

6.15. The Passenger acknowledges and agrees that cancellation of the Accommodation Service or the Car Rental Service is governed by the conditions of the Service Provider.

7. Other Provisions

7.1 Delivery:

7.1.1. Notices to the Passenger may be delivered to the Passenger's electronic address or deposited for the Passenger directly at the Travel Agency's establishment located at Terminal 2, Václav Havel Airport, Prague 6 – Ruzyně.

7.1.2. Notices from the Passenger to the Travel Agency shall be delivered to e-mail address: airservice@airhandling.cz, or the postal address Czech Airlines Handling, a.s., Aviatická 1017/2, 161 00 Prague 6 via a postal services provider.

7.1.3. The Travel Agency is not obligated to take into account any written documents or instruments which are delivered by the Passenger to the Travel Agency in a manner other than as described in the GTCs.

7.1.4. Email messages sent by the Travel Agency to the Passenger's e-mail address shall be deemed delivered upon their sending by the Travel Agency. The Travel Agency shall only be liable for errors in the transfer of an e-mail message if the error was caused by the Travel Agency.

7.2. Where the provided Service includes vouchers, tickets or other similar written documents, the rule is that by accepting these documents the Passenger confirms that he/she has checked the documents and agrees with the data contained therein.

7.3. In the case of all electronic documents which are related to any of the provided Services it is the obligation of the Passenger to print all the required documents for the needs of using such Service.

7.4. Complaints procedure and cancellation conditions

7.4.1 The Passenger is aware that the Travel Agency is not authorized to recognize or otherwise handle for the Service Provider any complaints regarding any of the Services brokered by the Travel Agency. Unless stipulated otherwise in these GTCs for a particular Service, complaints must be filed in compliance with the complaints

procedure rules of the Service Provider. For the avoidance of doubt it is expressly stipulated that complaints regarding delays or cancellation of flights, on-board services, damage to or loss of luggage must be filed by the Passenger directly to the Carrier under the terms laid down by the relevant Carrier. The provision of clause 7.5 GTCs is not affected by the provision of this paragraph.

7.4.2. Complaints regarding ticket reservations are filed directly to the Travel Agency immediately after the defective provision of the Service has been identified. The Travel Agency must inform the Passenger on the progress of the complaint clearance procedure and give a statement on the complaint within no later than 30 days from the receipt of the complaint.

7.4.3. The cancellation of ticket already ordered or other Services by the Passenger must always be made in writing and announced to the Travel Agency in compliance with the tariff rules of the Carrier or in compliance with business or other terms of the Service Provider and this must be done within the working hours of the Travel Agency.

7.4.4. In the case of cancellation of tickets already ordered as well as other Services the Travel Agency agrees to proceed to the best of its abilities in a way which will minimize additional costs to the Passenger.

7.4.5. If the Travel Agency fulfils its obligation under the provision of clause 3.9 hereof, the Passenger shall pay the Travel Agency the cancellation fees charged in such case by the Carrier and provably billed to the Travel Agency. If the Travel Agency fails to fulfil duly and in time its obligation to make the cancellation as required by the Passenger, in compliance with the provision of clause 3.9 hereof, the obligation to pay the cancellation fees arises to the Travel Agency.

7.4.6. The passenger is aware that:

a) the cancellation of a ticket and the time limit for refund, if any, is governed by the conditions of the Carrier and the third parties of the relevant tariff of the Carrier.

b) in the case of ticket cancellation the service fee for the issue of the ticket is non-refundable and for the ticket cancellation the Travel Agency may charge a payment in the amount of the service fee;

c) if the Passenger is interested in any supplementary services (e.g. cancellation insurance, accompaniment of passengers, special food), he/she is aware that these services must always be ordered in time within the time limit specified by the Provider of such supplementary service. Upon Passenger's request the Travel Agency shall inform the Passenger on the availability of such supplementary service; and

d) in the case of a change in the departure date stated in an issued ticket, if such change is allowed by the conditions of the tariff, the Carrier is entitled to an additional payment up to the amount of the airport and fuel charges as of the day of the change, provided that there was such an increase from the ticket issue date.

7.5. The Passenger and the Travel Agency have agreed that the Travel Agency shall not be liable for any damage caused by third parties other than the Travel Agency or any damage caused by the Service Provider (airlines, hotel etc.) as well as any damage arising due to an extraordinary unforeseeable and insurmountable obstacles occurring independently of its will, including, but not limited to any damage caused by natural disasters, war, strike and political or other similar influences. The Passenger is aware that the Travel Agency does not ensure the transport or provide any related services and for this reason is not liable for due and timely implementation of the transport and provision of the related services or any injury, illness, loss of or damage to things or other assets of the Passenger.

8. Personal Data Processing

8.1. If the Travel Agency when performing its obligations under these GTCs comes into contact with the personal data of Passengers ("Personal Data") the processing of which is subject to Act no. 101/2000 Coll., on Personal Data Protection, as amended ("Personal Data Protection

Act") and/or Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("Regulation"), the Travel Agency agrees to comply with all valid and effective legal regulations, in particular the Personal Data Protection Act and the Regulation, when processing such Personal Data.

8.2. The Travel Agency engages in the processing of the Personal Data solely for the purpose of fulfilling these GTCs and the provision of Services thereto related.

8.3. The Travel Agency agrees to process the Personal Data in a manner which will ensure proper security of the Personal Data, including their protection through suitable technical or organizational measures against unauthorized or illegal access.

8.4. The Travel Agency agrees to accept and systematically comply with and monitor measures necessary for ensuring the protection of the Personal Data, particularly against unauthorized and random access to the Personal Data, their change, destruction or loss, unauthorized transfers, their other unauthorized processing as well as other misuse.

8.5. The Travel Agency must not associate the Personal Data processed under these GTCs with any other Personal Data obtained or processed for some other purpose.

8.6. The Travel Agency is obligated to respect the right for the protection of private and personal life of a data subject and for the protection against unauthorized intrusion into private and personal life of a data subject.

8.7. The Passenger hereby grants Travel Agency the consent for the processing of his/her personal data solely for the purpose of the provision of the Services under these GTCs. All the personal data will also be processed by the Travel Agency for the purpose of sending commercial communications via electronic communication means within the limits of Act no. 480/2004 Coll., on Certain Information Society Services, as amended, but only until such time as the Passenger delivers effectively and directly to the Travel Agency a notice that he/she no longer wishes for such commercial communications to be

delivered to him/her. The Passenger declares that all the personal data have been provided truthfully and voluntarily and the Passenger is aware of his/her rights under the applicable legal regulations, in particular the right to withdraw a granted consent.

8.8. The Travel Agency undertakes to ensure that the employees of the Travel Agency or other persons who process the Personal Data of Passengers keep such Personal Data confidential and continue to do so even after the termination of their employment or other relationship under which they have processed the Personal Data.

9. Final Provisions

9.1. The Travel Agency stands in the position of a broker who brokers to the Passenger Services provided by a particular Service Provider.

9.2. Should any of the provisions of the GTCs be or become valid or ineffective, the invalid provisions shall be substituted with those provisions of Act no. 89/2012 Coll., Civil Code, as amended by later regulations, which come as close as possible to the meaning of the invalid provision. The invalidity or ineffectiveness of one provision of the GTCs does not affect the validity of the other provisions of the GTCs.

9.3. New GTCs always nullify any GTCs issued before. Legal relationships shall always be interpreted under the GTCs valid at the time of the establishment of the legal relationship.

9.4. The Passenger declares that he/she has read the GTCs, understands their text and approves their content.