

GENERAL BUSINESS TERMS

I. INTRODUCTORY PROVISION

1. These General Business Terms (*hereinafter referred to as the „Terms“*) are issued by the corporation **Surf Arena s.r.o., comp. reg. No.: 24303194, with seat Tupolevova 772, Letňany, Praha 9, postcode: 199 00**, (*hereinafter referred to as the „Provider“*) as legal person which is registered under file number C 194744 at the Metropolitan Court in Prague in section C, and the Terms are valid for all contracts, on the basis of which the Provider enables the use of the facility – indoor surfing simulator, be it contracts entered into directly with recipient of this service - natural person or contracts entered into with purchasers, who intermediate the provision of the service to the end recipients – within the meaning of the below defined terms.

2. The Provider secures the provision of services specified on the internet pages www.surfarena.cz.

3. All contractual relationships are entered into in accordance with the legal order of the Czech Republic, namely above all according to relevant provisions of Act No. 89/2012 Sb., of the Civil Code (*hereinafter referred to as „CC“*). If the contracting party is a consumer, the legal relationships are governed also by Act No. 634/1992 Sb., on consumer protection as amended (*hereinafter referred to as „CPA“*).

II. DEFINITION OF TERMS

Provider - corporation Surf Arena s.r.o., comp. reg. no.: 24303194

Orderer – natural person or legal entity, which based on its acts aims to enter into a contract with the Provider, namely either for itself or within the scope of its business activity for its clients.

Recipient of Service - natural person, who either for himself or through other Orderer secured the possibility to use the Facility during the determined time and who identifies himself with a voucher containing an identification code of the Reservation System SA, the content of which will correspond with the reservation performed.

Facility – indoor surfing simulator located on the premises of Surf Aréna Letňany – in building, to which the indication number has not been assigned yet and which is placed on the plot of land No. 629/266 in the cadastral territory Letňany, at address Tupolevova, plot number 629/266, 190 00 Prague 9 – Letňany.

Service – summary designation for obligation of the Supplier, who based on this contract and under the terms defined in the contract commits himself to provide following performance for the Purchaser within the determined time:

Area in the Facility available to Recipients of the Service designated by the Purchaser, e.g. ride in the surfing simulator

Provision of operating personnel and safeguarding of the Facility during the time, when the Purchaser uses it

Conveniences for use of the Facility in the form of changing room and hygienic facilities (shower, WC and the like), instructions in the extent of thirty (30) minutes prior to the start of the ride in the surfing simulator, lending of necessary equipment, i.e. neoprene suit and surfing board.

Product – designation of obligation of the Supplier which consists in provision of the Service of determined kind and extent, according to current offer on the website www.surfarena.cz.

Reservation System SA –

electronic system established by the Supplier on the internet pages www.surfarena.cz, by means of which the reservation of the Service in the Facility is made and also the contract on provision of the Service is entered into according to the terms of this contract.

Voucher - confirmation issued by the Provider and containing the identification code of the Reservation System SA, by means of which the Purchaser is entitled to reserve the performance of provision of the Service at a specific time. The Voucher may be used within twelve (12) months at the latest since the date, on which the Provider issued it.

Reservation – definition of a specific time for use of the Service in the Facility, namely either on the basis of the Voucher issued without reservation of a specific time or when the payment is performed - in such case the Provider issues the Voucher directly with a reservation.

Time „OFF peak“ – is a period of time defined by the Provider, during which the Provider offers the Products, which are designated in appropriate way, under different terms than at the remaining time of the opening hours.

Contracting parties – joint designation for the Provider and Orderer, namely no matter whether the Order is the Recipient of the Service at the same time or not.

Contract – agreements of the contracting parties on the basis of these Terms or according to the Orderer's framework contract, which was entered into and with which the Provider commits himself to provide the Service in a specific time for a specific Recipient of the Service and in which the Orderer or directly the Recipient of the Service commits himself to pay the agreed price for it. The contract is entered into with delivery of confirmation of reservation of a specific time of provision of the Service to the specific Recipient of the Service in the Facility. If the contract is entered into to the benefit of a third party, this third party becomes entitled no sooner than when this third party demonstrates consent to the contract and when this third party fulfils the terms for provision.

III. INFORMATION ON CONTRACT ENTERED INTO AND ON BUSINESS TERMS

1. The order aimed at entering into the contract for purchase of a Voucher or a Voucher with Reservation may be made solely by means of the Reservation System SA. It is not possible to send the order without confirmation of the consent to these Terms. By means of this Confirmation the Purchaser or the Recipient of the Service confirms that he acquainted himself with the Terms in detail and that he agrees to them unconditionally. He was made aware of these Terms in a sufficient way prior to placing the order and he has possibility to acquaint himself with them. The Orderer, who is not the Recipient of the Service, is obliged to inform the Recipient of the Service about all of his rights and obligations resulting from the contract and from these Terms and the Recipient will confirm the consent to these rights and obligations prior to taking part in the Service.

2. The Orderer is irrevocably bound by the sent order.

3. The contract is entered into in Czech language. The contract, which was entered into, is archived by the Provider in the form of electronic storage of essential details thereof for the purpose of successful performance of the contract and it is not accessible for third non-participating parties. Information about individual technical steps leading to entering into the contract is apparent from these Terms, where this process is described understandably. The Orderer or Recipient of the Service has the possibility to check and in case of necessity to correct the order before it is sent. These Terms are shown on the web pages of the internet shop www.surfarena.cz.

4. The costs for the use of remote communication media (phone, internet etc.) will be paid by the contracting party which initiates the connection. None of the contracting parties has entitlement to reimbursement of such costs incurred.

IV. PERSONAL DATA PROTECTION

1. Personal data of Orderers and Recipients of the Service are stored in accordance with valid laws of the Czech Republic especially with Act No. 101/2000 Sb., on personal data protection as amended. The personal data are protected fully against misuse. The data are stored and are not shared with applications of third parties. The personal data necessary for communication with the Orderer or with the Recipient of the Services will be used solely for the purposes of performance of the contract which was entered into regarding Voucher order, activity Reservation or changes thereof, for the purposes of internal examinations and analyses serving for evaluation of the system. The Orderer or the Recipient of the Services agrees with the fact that his personal data may be used for the above mentioned purpose in the extent of contact data, i.e. first name, surname, phone number, e-mail and address. In case that the Recipient of the Services is different from the Orderer, the Orderer declares that he has previous consent of this person. The personal data of a third person may be used only for the purposes of the performance of the contract, in case of any further processing of the data of the third party, it is necessary to obtain the explicit consent of the third party. The Orderer or the Recipient of the Service has the right to access his own personal data and the right to correct them including other lawful rights regarding these data and at the same time he has the right to cancel his consent to the processing of the personal data anytime in writing.

2. The Provider reserves the right to inform the Orderer and possibly also the Recipient of the Service, who is not the Orderer, about his prepared activities - discounts, events and the like, based on the use these data. The Provider commits himself to provide neither personal data nor invoice data in any form to a third party.

3. The Provider evaluates the information about use of the web pages www.surfarena.cz (such as number of users visiting these pages, from where the entry to the pages was made) for statistical purposes. Such information is only numerical (without personal data) and it will be used for further analyses and improvement of future experience of buyers with the web pages of the company.

V. CONTRACTUAL RIGHTS AND OBLIGATIONS

1. The extent of the services provided in connection with individual products is always determined by their name and further by the above mentioned specification of the Service.

2. The Provider does not bear any responsibility in case of loss of purchased Voucher prior to execution of the Reservation.

3. Unless explicitly agreed otherwise between the Provider and Orderer, the reservation may be cancelled solely under following conditions:

Number of hours before the agreed time of use of the Service	Cancellation fee % of value of the cancelled Service
72 hours	0%
48 - 72 hours	30%
24 - 48 hours	60%
24 hours	100%

9. The Provider is entitled to cancel the Reservation and to inform the Orderer and possibly the Recipient of the Service about this fact without unnecessary delay. In case of cancellation on the part of the Provider the Provider is obliged to provide the Orderer with another suitable replacement date and time. If the Orderer does not accept such replacement date and time without delay, the Voucher with the Reservation changes into Voucher without Reservation, which can be used as any other Voucher. The Provider does not bear responsibility neither for the costs incurred nor for any other damage caused to the Orderer or Recipient of the Service as a consequence of the cancellation.

VI. PRICE LIST OF PROVIDER'S SERVICES

1. Current Prices of the Services can be found on the internet pages www.surfarena.cz. The Prices are always stated including value added tax (VAT), unless determined explicitly otherwise. VAT-rate is defined by law and it will be always written in tax documents.

2. In case of a delay of the Orderer with a payment of any financial obligation towards the Provider resulting from the contractual relationship, the Provider has right to a contractual penalty amounting to 0,05% daily from the amount in arrears and since the 15th day of delay amounting to 0,1% daily from the amount in arrears till the full payment./in our case the reservation expires after 72 hours/.

VII. CONTRACTUAL RIGHTS AND OBLIGATIONS

1. The Recipients of the Service participate in all Services and activities related hereto on their own responsibility and at their own risk. The Recipient of the Service all by himself is obliged to evaluate his physical, psychical

and health prerequisites for participation in the Service. Information about possible limitations (age, health and physical ability, possibly a requirement for a health check), are stated in information on the internet pages www.surfarena.cz. The Recipient of the Service is obliged to inform truthfully the Provider about any circumstances limiting his abilities to participate in the Service or increasing the risk of an injury.

2. The Recipient of the Service is obliged to appear at the agreed date and time at the place of provision of the Service, i.e. /namely/ at least forty-five (45) minutes prior to the reserved date and time. If he does not do so, the Provider is not obliged to provide the Services to the Orderer, not even at a replacement date and time, and the entitlement to the provision of the Service expires without replacement.

3. The Orderer of the Service is obliged to secure an accompaniment and surveillance made by an adult or to provide consent of a lawful representative, if the Recipient of the Service is a person under 18 years of age or if the person has limited legal capacity. The Provider is entitled to refuse the provision of the Service to the Recipient of the Service without compensation, if this Recipient is under eighteen (18) years of age and without accompaniment.

4. The Provider commits himself to provide a responsible person (hereinafter referred to as the „Instructor“) at the place of performance of the Service, who will train the Recipient of the Service and who will make him acquainted with all obligations and terms, by which the Recipient must abide during the performance of the Service, if the nature of the Service requires it. The training will be performed in Czech language. In case that the Recipient of the Service does not understand Czech, he is obliged to notify of this fact. On the basis of this notification the training can be provided in either English or German language – the training is not made in any other languages.

5. The Recipient of the Service is obliged to pay damage that he caused to the Provider of the Services during the use of the Service in case of a violation of the instructions from the Provider, with which he was acquainted prior to the performance of the Service.

VIII. RIGHTS RESULTING FROM RESPONSIBILITY FOR DAMAGE

1. The Orderer or the Recipient of the Services must file a complaint about defects with the Provider, namely either orally at the place of the provision of the Service or in writing without necessary delay, however at the latest within one month since the performance of the Service or since the day on which the Service should have been provided. The Provider is obliged to make a statement regarding the filed complaint immediately, in complicated cases within 3 working days since the delivery of the complaint at the latest. Period of time which is necessary for professional assessment of the defect and which is adequate according to the type of the Service, shall not be included in this deadline. The complaint will be solved without unnecessary delay, however within 30 days since filing of the complaint at the latest. After the lapse of this deadline the Orderer has especially a right to withdraw from the contract or to obtain a price discount.

3. The Provider will issue a written confirmation for the Orderer or Recipient of the Service about the fact, when he filed the complaint, what the subject matter thereof is and what kind of solution he requires. Further the Order will issue a confirmation about the date and way of solution of the complaint. In case of a rejected complaint he will issue a written reasoning of this rejection.

4. The Orderer has a right to reimbursement of all necessary costs connected with filing of the complaint, however only in such case that the complaint is justified. If conditions exists

for withdrawing from the contract due to a reason on the part of the Provider of the Services, he has a right to reimbursement of every performance which was paid.

IX. FINAL PROVISIONS

1. All materials and information on the pages of the Provider are owned solely by him. These materials and information mustn't be used or processed in any way without consent of the Provider. These terms are valid in the wording which is stated on the internet pages of the Provider on the day, when the Orderer sends the order.

2. GENERAL BUSINESS TERMS became valid and effective on 1st February 2016.