

GENERAL TERMS AND CONDITIONS

1. General provisions

a) Aquactive Canyoning Agency s. r. o. (hereinafter referred to as "Provider") is a company under the identification number 04005554 with registered offices at Rekreační 2349/79, Ostrava Poruba, 708 00, Czech Republic. The company is recorded in the commercial register of the Regional Court in Ostrava under the reference number 62047C.

b) The Provider provides services in the field of canyoning as defined and specified on the Provider's website.

c) These General Terms and Conditions govern the contractual relations and define the rights and obligations between the Provider and the Recipient of the service or the Client. All such contractual relations are governed by the generally binding legal regulation of the Czech Republic, these General Terms and Conditions, the Civil Code, and the Consumer Protection Act, as amended. If the contracting party is a legal entity, the relations not regulated by these General Terms and Conditions are governed by the Commercial Code, as amended.

2. Definition of terms

a) Provider – is a person who, when concluding and performing the contract, acts in the context of their business or other commercial activity. It is an entrepreneur who provides services directly or via other entrepreneurs. The Provider is Aquactive Canyoning Agency s. r. o.

b) Customer or Client of the service is a natural or legal person who places an order for the service.

c) Recipient is a person who is using the service. It is either a Client or a third party beneficiary of the contract, or a third party to whom the Recipient of the service assigned their rights and obligations under the contract. Upon the Provider's consent, the permission to use the service may be transferred to a

third party. In such a case, the person who is transferring their authorisation is obliged to inform the new beneficiary about their rights and obligations arising from the concluded contract and about its terms. The service Recipient is obliged to properly acquaint themselves with the General Terms and Conditions, the Rules for Safe Canyoning and the service specification, and is required to fill in the registration form at www.aqua-active.cz.

d) If the Recipient of the service is a person under the age of 15 years, the Client is obliged to arrange properly and in accordance with the law an escort and supervision of a responsible legal guardian or an authorised person. If the Recipient is a person under the age of 18 years, the Client is obliged to arrange an escort and supervision of a responsible legal guardian or an authorised person. If the minor is unaccompanied, the Client is obliged to provide a proper consent of the legal guardian.

e) Provider's email address is info@aqua-active.cz.

f) Provider's website is www.aqua-active.cz.

3. Scope of contract

a) The subject of the contractual relation is the obligation of the service Provider to provide the services as described in the services description section at www.aqua-active.cz (or in the service offer) and the obligation of the Client to pay the provider the agreed price for the agreed service. The contractual relation between the Client and the service Provider comes into effect when the Client receives order confirmation from the Provider (i.e. by concluding the contract).

4. Conclusion of contract

a) The offer for a contract is placement of an order or filling the registration or contact form by the Client. The services can be ordered via the Provider's website, by telephone communication, in person (at the Provider's premises or registered office listed at www.aqua-active.cz) or by email communication using the official email address info@aqua-active.cz. If the service Recipient is not of age at the time of order placement, the Client shall be their legal guardian.

b) The order represents unconditional consent of the Client with the defined service, the terms of its usage, the contract, and with these General Terms and Conditions. These Terms and Conditions are available on the website www.aqua-active.cz.

c) The Provider's binding consent to the Client (this is a confirmation of the order by the service Provider) is represented by confirmation of the order, an

invoice or a pro forma invoice provided to the Client. Confirmation of the service order can be made by telephone, in-person (at the provider's premises listed at www.aqua-active.cz), in writing or by email.

d) The contract is concluded upon delivery of the Provider's binding consent to the Client. At this moment, reciprocal rights and obligations between the Provider and Client are created. The contract is concluded in the Czech language unless the contracting parties agree otherwise. The place of delivery is a place designated by the Provider in the service specification or in further service guidelines sent to the Client. Delivery of the Provider's binding consent is considered to be the time when the Client, service Recipient, or any other authorised person residing at the address stated on the registration form at the moment of delivery, receives the Provider's confirmation. Alternatively, the Provider's binding consent can also be delivered by email using the email address stated in the order.

5. Payment terms and price

a) The price of provided services is stated on the Provider's website or in the service offer prepared by the Provider. All indicated prices include the relevant amount of VAT. Provision of the agreed services is conditioned by the payment of the agreed price.

b) Payment must be made in the Czech crowns (CZK), unless agreed otherwise. In the case of payment by bank transfer, the Customer is responsible for paying all related bank fees ensuring that the amount is deposited to the Provider's bank account in full.

c) Advance payment stated on the issued advance invoice, which is a part of the binding consent of the service Provider, is the maximum of 50% of the agreed service price. By default, the payment of the advance invoice is due in 10 days. The advance payment is non-refundable.

d) The rest of the payment in accordance with the final invoice is due no later than 14 days before the starting date of the agreed service.

6. Cancellation policy

a) The Recipient cannot cancel the reservation of the service and is obliged to arrive at the specified place of the provided service on the agreed date and at their own expense. Upon agreement of the contracting parties, the reservation of the service can only be changed to a different available date provided by the Provider. If the contracting parties cannot reach an agreement on the new date of service, the minimum cancellation fee will equal to the already provided payment by the Client or Recipient. The Provider is not obliged to refund the Client or Recipient any payment already provided by them.

b) The provider is entitled to cancel or change the provision of the service mainly for the following reasons:

1. An event of force majeure, adverse weather or hydrological conditions or due to unfavourable conditions of the watercourse or relevant canyons. Unfavourable conditions occur when the Provider's or the Recipient's safety is in danger. In such cases, the Provider offers the Client an alternative date, place or service of a comparable nature and scope. If the replacement service differs in price, the price of the replacement service applies. In such cases, the Client is not entitled to compensation for damage resulting from change of the service date or place.

2. For capacity reasons (failure to meet the minimum service capacity or exceeding the maximum service capacity).

- If the Provider cancels or changes the date of the service no later than 14 days before the agreed date for capacity reasons, the Client has no right to withdraw from the contract and has the right to choose a new date based on the Provider's offer.

- If the Provider cancels or changes the date of the service in less than 14 days before the agreed date of the service for capacity reasons, the Client has the right to choose a new date or withdraw from the contract. In the event of withdrawal from the contract, the Client has the right to receive a refund of provided payment (but is not entitled to compensation for damage resulting from cancellation of their travel arrangements).

c) Provider is entitled to refuse to provide service to the Recipient if they evaluate the Recipient's skills, capabilities, physical or mental preconditions as "insufficient" for safe execution of the contract.

1. If the Provider refuses to provide the service due to the fact that the Recipient violated the rules for using the service (violation of these General Terms and Conditions, the Rules for Safe Canyoning, or event guidelines or failure to comply with safety training instructions), the Recipient or Client has no right to receive a refund of provided payment, cancelling fee or damages.

2. If the Provider refuses to provide the service due to the fact that the Recipient "only" misjudged their skills and capabilities of which they properly informed the Provider (based on the definition of the service and the conditions for its usage), the Recipient has the right to receive a refund of a partial cancellation fee in the amount of the maximum of 50% of the provided payment for the unused part of service.

7. General rights and obligations

a) The Provider undertakes to provide an authorised person and appropriate material equipment for the service provision.

b) The Recipient is obliged to properly fill in the event registration form at www.aqua-active.cz. (If the Recipient is not of age at the time of registration, the registration form shall be filled by their legal guardian.)

c) The Recipient is obliged to obtain all the necessary documents for the use of service (e.g. travel documents, relevant health insurance). The list of all required documents is available at the Provider's website www.aqua-active.cz. The required documents are the Recipient's responsibility and the Provider shall not be liable for any damage resulting from invalidity or incompleteness of these documents.

d) The Recipient is liable for damages caused to the Provider, themselves or a third party as a result to violation of these General Terms and Conditions, the Rules for Safe Canyoning, event guidelines or failure to comply with safety training instructions or instructions of an authorised person). The service Recipient uses the selected service entirely at their own risk.

e) The service Provider is entitled to immediately withdraw from the contract in the following cases:

1. Due to a gross violation of the Recipient's obligations arising from the concluded contract.

2. Due to non-compliance with the instructions of the person authorised by the Provider – particularly the instructions concerning the participant's safety and safety of third parties.

3. In case the Recipient arrives or will be during the event under the influence of narcotics or alcohol.

4. Due to repeated interferences and behaviour contrary to good morals and manners during the services.

In such cases, the service Provider is entitled to compensation for the costs incurred in connection with the performance of the concluded contract. The compensation is set at a flat rate of 100% of the price of the service. Withdrawal from the performance of the contract for any of the above defined reasons by either party must be made in writing, where written form is also email communication.

8. Protection of personal data in accordance with the EU General Data Protection Regulation (GDPR)

8.1 The Provider processes personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the

protection of natural persons with regard to the processing of personal data and to the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). The Provider is the personal data processing controller. Management of personal data is a responsibility of the company director with following contact information: tel. +420 607 922 000, email: info@aqua-active.cz.

2. Personal data of the Client or service Recipient is the following:

1. Contact information: name, surname, phone number, email address. Contact information is collected for communication with the service Recipient and will be used solely for the purposes of performance of the concluded contract, including reservation of the services or its changes. The Provider is the personal data controller. The information can be accessed only by the service Provider and their bookkeeping department. The information is stored in electronic form on the Provider's server and in writing in their bookkeeping department for the period of 5 years. The information can be accessed only by employees of the Provider's company. This information is not provided to any third parties, nor is it used for marketing needs of any third parties. Management of personal data is a responsibility of the Provider's company director.

2. Personal data: height, weight. Height and weight is used solely for the purposes of providing appropriate equipment by the Provider. The Provider is the personal data controller. The data is stored only in electronic form on the Provider's server for the period of 5 years. This information is not provided to any third party, nor is it used for marketing needs of third parties. Management of personal data is a responsibility of the Provider's company director.

3. Pictures and videos. During the event, the Provider takes photos and video recordings. Such recordings are primarily taken for the Recipient's private purposes and the Provider's marketing needs. The recordings are stored in electronic form on the Provider's server and are used for the Provider's printed marketing items and published on their website and Facebook page, or on the website and Facebook page of the Provider's business partners. The Provider is the personal data controller.

3. During the order placement, the service Recipient either explicitly agrees or disagrees with the Provider's method of personal data protection, i.e. the collection, storage and usage of above defined personal data. The Recipient may withdraw their consent at any time. The service Provider is obliged to respect the Recipient's disagreement and based on the withdrawn consent not to publish and immediately delete all Recipient's personal data from their storage unit and terminate any usage of it (except for data legally used for the purposes of the Provider's bookkeeping).

4. The Client or a third party beneficiary of the concluded contract has the right to access and edit their personal data and other legal rights relating to personal data. The Client or a third party beneficiary also has the right to withdraw their

consent to personal data processing at any time in writing. The service Provider is obliged to respect the Client's disagreement or withdrawn consent and stop storing their personal data. Personal data of Clients are stored in accordance with generally binding legal regulations. All data collected from the service Recipients are used solely for the Provider's internal needs and are not provided to third parties. By agreeing to these General Terms and Conditions, the Client or service Recipient also expresses consent to the fact that the above stated data are used by the Czech Post (Česká pošta s. p.) for the purposes of the ordered goods delivery. The Czech Post is also entitled to authorise third parties for such purposes.

5. The Client has the right to file a complaint with the following supervisory authority: The Office for Personal Data Protection with offices at Pplk. Sochora 27, 170 00 Praha 7 and official website: <https://www.uoou.cz>.

9. Complaints

a) If the Provider does not comply with their obligations under the contract in a proper and timely manner, the Recipient is obliged to complain to the Provider about the defective services without undue delay and no later than 14 calendar days since the end of the service. If the service was not provided at all, the service Recipient is obliged to complain to the provider about the defective services without undue delay and no later than 14 calendar days since the first day when the service was scheduled to start.

b) The Client is obliged to file a complaint in writing (where the written form for the purposes of concluded contracts between service Provider and service Recipient is also email communication) and provide a description of the defective service.

c) The service Provider will process the complaint without undue delay and within 30 days since the date of the complaint's proper filing. In case of the complaint rejection, the service Provider will provide the Client with a written justification (where written form for the purposes of complaints is also email communication).

d) If the service Recipient properly files a justified complaint, they are entitled to the correction of the defected service. If the correction is not possible, the Recipient is entitled to appropriate price reduction or they may withdraw from the contract. If the Recipient withdraws from the contract due to an error on the part of the Provider, they are entitled to receive refund of the paid price of the service.

10. Final provisions

These General Terms and Conditions are valid as of October 19th, 2020.