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Please note that all terms, conditions and rules are translations provided for informational purposes only. In case of any discrepancy among different language versions of this document, the Czech one is superior to any other. Thank you for your understanding.

TERMS AND CONDITIONS

of the corporation
Letiště Praha, a. s.
with its registered seat at K letišti 1019/6, 161 00 Praha 6
registration No.: 282 44 532
registered in the Commercial Register maintained by the Municipal Court in Prague,
Section B, Insert 14003
regarding online booking and payment services for vehicle parking and additional
services in the parking buildings of Letiště Praha, a. s.

1. INTRODUCTORY PROVISIONS

- 1.1. These Terms and Conditions (hereinafter "**Terms and Conditions**") of Letiště Praha, a.s., with its registered seat at K letišti 1019/6, PSČ 161 00, Praha 6, registration No.: 282 44 532, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 14003 (hereinafter "the **Operator**") hereby regulate the rights and obligations of the contracting parties arising in connection with or pursuant to the agreement on parking, car wash service or valet parking (hereinafter "the **Agreement**") concluded by and between the Operator and another party (hereinafter the "**Customer**") via the Operator's website located at the following addresses, www.prg.aero and www.aeroparking.cz (hereinafter "the **Website**"), via the website's interface (hereinafter "**the WebInterface**").
- 1.2. Provisions deviating from these Terms and Conditions may be agreed upon in the Agreement. Any deviating provisions agreed to in the Agreement shall prevail over the provisions contained in these Terms and Conditions.
- 1.3. The provisions of these Terms and Conditions are an integral part of the Agreement.
- 1.4. The Agreement and the Terms and Conditions are rendered in the Czech language. The Agreement may be concluded in Czech, English, or German. The concluded Agreement will be stored with the Operator, and the Provider will allow the Customer access to it through a Web interface.
- 1.5. The Agreement may only be concluded under these Terms and Conditions. The Operator hereby expressly excludes the application of the provisions of Section 1751, (2), Act No. 89/2012 Sb., the Civil Code (hereinafter "**the Civil Code**"), and should the Customer refer to his or her own or any other terms and conditions when concluding the Agreement, it shall not be taken into account and the Agreement shall be concluded solely pursuant to these Terms and Conditions of the Operator.

- 1.6. An integral part of these Terms and Conditions are the Operating rules for parking areas for motor vehicles at the Prague-Ruzyně Airport issued by Operator (hereinafter "**the Operating Rules**"), as accessible on the website of the Provider: www.aeroparking.cz, specifically at the link to the Operating Rules. The Customer expressly undertakes to abide by the rules set out in the Operating Rules while using the Parking Services.
- 1.7. The text of these Terms and Conditions and/or of the Operating Rules may be amended or supplemented by the Operator. This provision shall be without prejudice to the rights and obligations that arose during the period when the previous version of the Terms and Conditions and/or the Operating Rules was in effect.

2. PARKING SERVICE AND ADDITIONAL SERVICES

- 2.1. The online booking and payment service for vehicle parking provided by the Operator is a service that enables the user to book and pay in advance for the service consisting in the ability to park a vehicle in the multi-story parking garage PC COMFORT, Aviatická 1082/8, Praha 6, PA SMART, Aviatická Str., Praha 6, PD HOLIDAY, Jana Kašpara Str., Praha 6 and parking area PB ECONOMY, Aviatická Str., Praha 6 (hereinafter "**the Parking Facility**") via the Website for a period and in a Parking Facility selected by the Customer in advance (hereinafter "**the Parking Service**"). The Parking Service may also include additional Car Wash and Valet services, or other services agreed upon in the Agreement (hereinafter referred to as "Additional Services").
- 2.2. The PC COMFORT, PA SMART, PD HOLIDAY facilities, where the Parking Service is being provided, are enclosed buildings, guarded, and monitored by a video surveillance system maintained by the Operator. PB ECONOMY is an uncovered parking area, guarded and monitored by a camera system.
- 2.3. The Customer may use the Parking Service as a one-off service only, without interruption, starting from the entry into the Parking Facility, until the moment when the Customer exits the Parking Facility.
- 2.4. The Car Wash Service is a service that allows the Customer to book and pay the service of washing the exterior and/or interior of the vehicle in the scope and for the price set on the Website (hereinafter "the Car Wash Service")
- 2.5. The Car Wash Service is provided by the Provider solely in the area of the PC COMFORT car park. The Car Wash Service is provided by the Provider solely to the Customers who according to the below-mentioned instructions order the Parking Service in the PC COMFORT car park. The Customer acknowledges that the Car Wash service will be performed before parking the Customer's vehicle in the parking place.

- 2.6. The Car Wash Service is not provided by the Provider as an individual service, but solely in combination with the Parking Service in the PC COMFORT car park.
- 2.7. The Valet Parking service (hereinafter referred to as "Valet") provides the option of using a dedicated website to book and pay in advance the additional service of the vehicle pick-up from the Customer by the Operator at a designated location, transporting the vehicle by the Operator, and parking it for a specified period of time at a parking area designated by the Operator. The service also includes the subsequent transfer of the vehicle back to the designated location and handover to the Customer. The Valet service can be provided separately or in conjunction with other Additional Services. The Valet service can only be provided for passenger motor vehicles that meet the conditions for operation on roads and are to be driven by holders of a group B driver's license.
- 2.8. In the PC COMFORT parking house, free charging of electric cars is available in selected parking spaces. There are 24 charging spaces on the 3rd floor (3108-3113), 4th floor (4108-4113), 5th floor (5110-5115) and 6th floor (6027-6032). These parking spaces are marked by green colour with a symbol for electric vehicle charging. The fast charging station on the ground floor of the PC COMFORT car park cannot be used for this purpose. These parking spaces are equipped with standard 230 V electrical sockets (type E plug). Customers must have their own cable and adapter for charging. The customer acknowledges that these parking spaces cannot be reserved in advance and their availability is subject to current occupancy. The possibility to charge electric vehicles is not a contractually guaranteed part of the parking service. The Operator does not guarantee the availability of these parking spaces or the availability of an electrical outlet at these spaces. Charging of electric vehicles may not be provided for the entire duration of the Contract without restriction, in particular for commercial or technical reasons or for reasons of force majeure.

3. ORDERING THE PARKING SERVICE AND ADDITIONAL SERVICES

- 3.1. The Customer shall place his or her order for the Parking Service by filling in the designated order form on the Website, stating, in particular, with the starting and ending dates and times between which they wish to use the Parking Service, stated in whole hours (hereinafter "**Parking Duration**"). The order for the Additional Services shall be placed via the designated order form on the Website, selecting the type and scope of the additional service. (The order of the Parking Service and the Additional Services hereinafter as "**the Order**").

- 3.2. The Parking Duration may not start earlier than 2 hours from the moment when the Order is sent to the Operator to be processed.
- 3.3. When providing his or her contact details, the Customer is obliged to enter an e-mail address that will remain valid from the moment the Order is placed until the moment when the Customer stops using the Parking Service. In particular, the Customer is obliged to ensure his or her e-mail settings allow for incoming electronic mail which makes it possible for messages sent from the Operator to be delivered (hereinafter "**the Customer's e-mail address**").
- 3.4. The Customer shall send a completed Order stating the Customer's name, surname and the Customer's e-mail address (hereinafter "**the Contact Details**") via the Web Interface in order to be processed by the Operator.
- 3.5. The Agreement between the Customer and Operator for the provision of the Parking Service, and, should the Customer select this option, the Additional Services, under these Terms and Conditions shall be concluded when the Customer pays the Price via the Web Interface.
- 3.6. The Customer is authorized to use the Parking service or Additional Services pursuant to the Agreement from the moment the Agreement is concluded.

4. THE PRICE OF THE PARKING SERVICE AND ADDITIONAL SERVICES

- 4.1. The Price of the Parking Service shall be stipulated based on the Parking Duration and choice of Additional Service required by the Customer. The Customer will see the final price of the Parking service on the Website prior to the payment, i.e. prior to the conclusion of the Agreement. The price of the Additional Services shall be stipulated based on the scope requested by the Customer pursuant to the Operator's price list in force on the date when the Customer placed the Order, as published at www.prg.aero (hereinafter "**the Pricelist**").
- 4.2. The Operator reserves the right to amend or supplement the Pricelist at any time.
- 4.3. The order form includes an application designed to accept payment of the Price for the Parking Service as well as for the Additional Services. The application displays the Price of the Parking Service calculated based on the data entered by the Customer pursuant to Art. 4.1. of the Terms and Conditions. Should the Customer select the option of the Additional Services, the application shows the total price for the Parking Service and the Additional Services based on the data entered by the Customer pursuant to Art. 4.1. of the Terms and Conditions (hereinafter "**the Price**").

- 4.4. If the Customer is the holder of a special click-through - code generated by the Operator for special sales promotion purposes (hereinafter the "**Click-through**"), he or she can sign up to order the Parking Service by accessing it. The final price of the Parking Service or the Additional Service shall be subsequently stipulated based on the Operator's applicable pricelist that is relevant for the given type of Click-through and displayed to the Customer on the Website prior to the payment, i.e. prior to the conclusion of the Agreement.
- 4.5. The Price must be paid by a payment card or bank transfer using the payment gateway displayed to the Customer right after completing their Order on the Website (hereinafter "**the Payment Gateway**").
- 4.6. The Provider shall issue a document for taxation purposes – an invoice for the payment of the Price pursuant to the Agreement. The Operator is a registered VAT payer. The Operator shall issue the document for taxation purposes – the invoice shall be sent to the Customer after the payment of the Price in electronic format to the Customer's e-mail address.

5. CONCLUSION OF THE AGREEMENT

- 5.1. Before sending the Order to the Operator, the Customer may check and amend the information he or she entered into the Order, allowing the Customer to detect and correct any mistakes made while entering the information into the Order.
- 5.2. The Customer shall send the Order to the Operator by clicking on the button "ORDER WITH OBLIGATION TO PAY". The Operator considers the information given in the order to be correct.
- 5.3. The contractual relationship between the Operator and the Customer comes into effect upon the Customer's payment of the Price via the Payment Gateway. After the conclusion of the Agreement, the Operator shall send an e-mail confirmation of the Order to the Customer to the Customer's email address.
- 5.4. The Customer agrees with the use of distance communication during the conclusion of the Agreement. The costs incurred by the Customer while using distance communication in connection with the conclusion of the Agreement (costs of an internet connection) shall be borne solely by the Customer.

6. CODE NUMBER

- 6.1. Immediately after the provider of the Payment Gateway service confirms the payment of the Price, a confirmation with a code number shall be displayed to the Customer on the Website.

6.2. The confirmation with the code number can be printed out from the Website anytime in the section entitled Manage my booking after entering the Customer's Order number (received by the Customer in the e-mail confirmation of the Order), postal code and e-mail address that the Customer had entered when placing the Order.

6.3. The code number is transferable and the person who concluded the Agreement may pass it on for use by a third party. Such third party shall be subject to the same rights and obligations as the person who concluded the Agreement, if they wish to use the Parking Service or the Additional Services. The Customer is responsible for making the third party aware of the terms and conditions of the Agreement.

7. E-MAIL CONFIRMATION OF THE ORDER

7.1. An e-mail confirmation of the Order shall also be sent to the e-mail address of the Customer immediately after the provider of the Payment Gateway service confirms to the Operator that the Price had been paid in full.

7.2. The e-mail confirmation of the Order represents a simplified document for taxation purposes containing the name and surname of the Customer, the Order number, the number of the document for taxation purposes, the selected Parking Facility, the required date and time of the entry into and exit from the Parking Facility, the Price including VAT, the means of identification of the Order and the access code (hereinafter "**the E-mail confirmation of the Order**"). Should the Customer order the Additional Services as well, the Order will contain the specification for this service and its Price including VAT.

7.3. Should the Customer find out, after the conclusion of the Agreement, that the Order contains erroneous data, they are obliged to inform the Operator about this fact without delay by e-mail sent to parking@prg.aero. In the e-mail, the Customer is obliged to state which data in the Order is erroneous, and to re-state it correctly. The Operator is not obliged to ensure any changes made to the Order, particularly including the starting and ending dates and times for the use of the Parking Service, due to possible unavailability of free Parking Services that occurred during the period when the Order contained false information. If the Provider is not able to change the Order due to unavailability of the Parking Service based on the previous sentence, the Provider shall expressly inform the Customer about his or her right to withdraw from the Agreement based on Article 11, or 12, as the case may be, of these Terms and Conditions.

8. THE ADDITIONAL SERVICES CONDITIONS – CAR WASH AND VALET

8.1. In the case of the Car Wash service or the Valet service, the Operator may request that the acceptance and handover of the vehicle be carried out on

the basis of a handover protocol, in which a detailed specification of the vehicle, the condition of the vehicle, and a description of any detected defects or existing damage to the vehicle will be detailed. The handover protocol may also include photo documentation made on site by an authorised employee of the Operator, capturing the condition of the vehicle at the time of its handover to the Operator or acceptance by the Customer. At the Operator's request, the Customer is obliged to list all defects and damage to their vehicle in the handover protocol and to provide the necessary cooperation upon drafting the handover protocol. The Customer and the Operator confirm the accuracy of the information stated in the handover certificate with their signatures. The Customer is obliged to inform the Operator of any other specifics necessary for the performance of the Car Wash service or the Valet service. When handing over the vehicle, the Customer also hands over the keys and vehicle documents to the Operator.

- 8.2. The Provider undertakes to perform the Car Wash Service or Valet Parking with due and professional care. After the performance of the service, the Provider parks the vehicle on an assigned parking spot and places the car keys on the assigned and sufficiently secured spot.
- 8.3. The customer accepts the vehicle after the Car Wash service, or the Valet service is performed, or after the end of the Parking Period from an authorised employee of the Operator. The return of the vehicle to the Customer takes place at the moment of handing over the vehicle keys back to the Customer and, optionally, by signing the handover protocol, if protocol drafting is required by the Operator. Upon receipt of the vehicle, the Customer is obliged to carefully inspect the vehicle, and to resolve any deficiencies or possible damage to the vehicle immediately on the spot with an authorized employee of the Operator. A written record will be made between the Customer and the Operator about the claims made by the Customer on the spot at the time of taking over the car.
- 8.4. The Customer agrees that during the provision of the Car Wash service and the Valet service their vehicle will be handled by an employee of the Provider only for the purpose of delivery of the ordered Additional Services or for necessary operational reasons. As part of the Valet service, the Provider undertakes to park the Vehicle in a parking area owned by the Provider at a maximum distance of up to 10 km from the place of collection. Handling of the vehicle will be carried out by the Operator within the Parking facility or on roads. The Customer undertakes to ensure that at the time of handing over the vehicle to the Provider there is a sufficient amount of fuel for its subsequent handling. The Customer is not entitled to compensation for fuel consumed to the extent necessary for the purpose of moving the vehicle around.
- 8.5. Using the additional Valet service, the Customer is obliged to hand over

the vehicle to the Operator and then take it over from the Operator at the time specified in the Order. Handing over or taking over the Vehicle outside the times specified in the Order may be subject to additional fees and is only possible during the Operator's working hours.

9. PERSONAL DATA PROTECTION

- 9.1. The Operator, as the personal data controller, undertakes to follow these Terms and Conditions when fulfilling their obligations, which entail the processing of the Customer's personal data (hereinafter the "Personal Data"), in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th 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) (hereinafter "the Regulation"), as well as in compliance with any legislation passed in order to implement or amend this Regulation.
- 9.2. The Operator shall conduct the processing of the personal data exclusively in order to meet these Terms and Conditions and the related provision of Parking Services.
- 9.3. The Operator undertakes to process personal data in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful access to this personal data through the use of appropriate technical or organizational measures.
- 9.4. The Operator undertakes to accept and continually adhere to and monitor those measures necessary: to ensure the protection of personal data, in particular their protection against unauthorized or incidental access to the personal data, against their alteration, destruction or loss, against their unauthorized transfer, against any other unauthorized processing of such data, as well as any other misuse of personal data.
- 9.5. The Operator must not combine or store the personal data processed based on these Terms and Conditions with any other personal data acquired or processed for any other purpose.
- 9.6. The Operator is obliged to respect the Customer's right to the protection of their private and personal lives and to protection against unauthorized interference with the private and personal lives of the Customer.
- 9.7. The Operator undertakes to ensure that its personnel or other persons processing the Customer's personal data keep such personal data confidential even after the termination of their employment relationship or any other

relationship based on which they processed such personal data.

10. INFORMATION ON PROCESSING OF PERSONAL DATA

- 10.1. The Operator hereby informs the Customer, who is a data subject, in compliance with Art. 13 of the Regulation regarding the processing of their personal data that:
- 10.2. Personal data is acquired directly from the Customer upon the ordering of Parking Services from the Operator. The Operator undertakes to process accurate personal data only for the following purposes:
- 10.3. Performance of the agreement (agreement on the provision of services) [pursuant to Article 6 (1) b) of the GDPR] and its further performance, including the handling of any claims made by the Customer arising from faulty performance. It is also necessary to process the Customer's personal data in order to meet any legal obligations applicable to the Operator. The Operator is obliged to meet legal obligations ensuing from legal regulations governing the rights and obligations related to consumer protection and bookkeeping. The grounds for the disclosure of personal data by the Customer to the Operator consist of the identification of the contacting parties necessary for the conclusion and performance of the contract (contractual requirement), which would not be otherwise possible without the disclosure of this data. The failure to disclose such personal data by the Customer may result in the Operator's nonperformance or suspension of the performance.
- 10.4. The sending of commercial communications (direct marketing) [pursuant to Art. 6 (1) f), points 47 and 70 and Art. 6 (1) f) of the GDPR]. In such a case of processing personal data, the Operator has a legitimate interest in the promotion of the services it is providing. The reason for the disclosure of personal data by the Customer to the Operator is the Customer's interest in receiving commercial communications, which would not be possible without the disclosure of such personal data.
- 10.5. The Operator undertakes not to process personal data in any manner contradicting the above purposes.
- 10.6. The Operator undertakes to process personal data only to the extent necessary in connection with the above purposes for which they are being processed. The extent of personal data is as follows:
 - Name and surname
 - e-mail address
 - Postal code
 - Vehicle registration number

- 10.7. The Operator undertakes to process the personal data to perform the contract for a period of 5 years from the day when the personal data was received from the Customer. The Operator is obliged to retain the personal data in compliance with generally applicable legal regulations, specifically pursuant to Act No. 235/2004 Sb., on Value Added Tax. After this period expires, the Operator is obliged to dispose of the personal data.
- 10.8. The Operator undertakes to process the personal data to send commercial communications (direct marketing) for a period of 3 years from the day when the personal data was received from the Customer. After this period expires, the Operator is obliged to dispose of the personal data.
- 10.9. Pursuant to Article 21 (70) of the GDPR, the Operator expressly points out to the Customer that as far as the personal data being processed to send commercial communications (direct marketing) is concerned, the Customer is entitled to raise an objection to this processing of personal data at any time free of charge (including profiling, if it is related to this direct marketing), to the extent to which this processing is connected to direct marketing, regardless of whether this processing is initial or subsequent. If the Customer raises an objection to the processing of personal data to send commercial communications (direct marketing), the Operator hereby undertakes to no longer process the personal data for these purposes.
- 10.10. The Operator hereby represents that the personal data shall only be disclosed to the respective personnel of the Operator who is obliged to observe the confidentiality of this data as well as obliged to observe all security measures which would prevent putting the security of such personal data at risk if disclosed.
- 10.11. The Operator represents that the personal data – e-mail address for the purposes of commercial communication (direct marketing) shall be disclosed to UAB "MailerLite", with its registered seat at Paupio str. 46, Vilnius, Lithuania, identification number 302942057 (hereinafter as "the Processor", because this company provides the distribution of commercial communications on behalf of the Operator. The obligation to observe the confidentiality of the personal data also applies to the respective personnel of the processor.
- 10.12. The Operator also represents that it shall not hand over the personal data to any other third country or any international organization.
- 10.13. During the processing of the Customer's personal data, no automatic decision-making shall take place pursuant to Art. 22 of the GDPR.
- 10.14. The Operator hereby draws the Customer's attention to the fact that data profiling is going to be conducted (a form of automatic processing of the Customer's personal data consisting in the use of personal data to evaluate

certain personal aspects pertaining to the Customer, in particular analyses or estimates regarding personal preferences and interests). The Operator uses profiling only to personalize the selection of services sent to the Customer (targeted advertising). If the Customer raises any objection against profiling, the Operator undertakes to refrain from conducting profiling in relation to the Customer.

10.15. The Operator is hereby informing the Customer of the Customer's rights ensuing from the GDPR, in particular of the following:

- right of access to personal data (the data subject has the right to obtain from the Controller confirmation as to whether or not the personal data concerning him or her are being processed pursuant to Article 15 of GDPR);
- right of rectification (the data subject has the right to obtain from the Controller without undue delay the rectification of inaccurate personal data concerning him or her and the right to have incomplete personal data completed under Article 16 of GDPR);
- right to erasure (the data subject has the right to obtain from the Controller the erasure of personal data concerning him or her without undue delay where one of the grounds specified in Article 17 of GDPR applies);
- right to restriction of processing (the data subject has the right to obtain from the Controller restriction of processing in the cases laid down in Article 18 of GDPR, in cases set out in Art. 18 of the GDPR)
- the right to data portability (the Customer is entitled to obtain the personal data pertaining to them and disclosed to the Operator in a structured, commonly used and machine-readable format, and they also have the right to hand this data over to another processor, without this being prevented by the Operator to whom this personal data has been provided, in those cases stipulated in Art. 20 of the GDPR); the Customer may only exercise the right to portability of data in connection with processing the personal data for the performance of the contract pursuant to Art. 20 of the GDPR.
- right to object (the data subject has the reason to object, on ground relating to his or her particular situation, at any time to processing of personal data concerning him or her which is based on point (e) or (f) of Article 6(1), including profiling based on these provisions under Article 21 of GDPR);
- right not to be subject to any decision based solely on automated processing (the data subject has the right not to be subject to any decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her under Article 22 of GDPR);
- right to lodge a complaint with a supervisory authority, which is the Office for the Protection of Personal Data, registered seat at Pplk. Sochora 727/27, Post Code 170 00, Praha 7.

- 10.16. The Controller gives the Customer contact the data protection officer under Article 30(1)(a) of GDPR. All your inquiries, suggestions or other submissions relating to the processing of your personal data may be addressed to the data protection officer – email address: dpo@prg.aero.cz

11. THE LAWFUL RIGHT TO WITHDRAW FROM THE AGREEMENT

- 11.1. The Customer, who is in the role of a consumer, has the right to withdraw from the concluded Agreement pursuant to Section 1829, paragraph 1 of the Civil Code within fourteen (14) days from the date of the Agreement conclusion. The notice of withdrawal from the Agreement must be sent by the Customer to the Operator within fourteen (14) days of the conclusion of the Agreement. To withdraw from the Agreement, the Customer may use the sample form provided by the Operator, which is Annex No. 1 to the Terms and Conditions. The Customer may also send the notice of withdrawal from the Agreement to the Operator's address of the place of business or to the Operator's e-mail address at parking@prg.aero.
- 11.2. If the Agreement is withdrawn from based on Art. 11.1 of these Terms and Conditions, the Agreement is annulled from the outset.
- 11.3. If, pursuant to Art. 11.1 of these Terms and Conditions, the Customer withdraws from the Agreement, and in the event that the Operator had already begun performing the Agreement based on the express request of the Customer before the expiry of the period for withdrawal from the Agreement, the Customer shall pay to the Operator a proportionate part of the stipulated Price for the performance provided until the moment of the withdrawal from the Agreement.
- 11.4. In case of withdrawal from the Agreement pursuant to Art. 11.1 of these Terms and Conditions, the Operator shall refund the Price it had received from the Customer within fourteen (14) days of the Customer's withdrawal from the Agreement to the account corresponding to the payment card used for the payment of the Price. The Operator is also entitled to refund the Price differently if the Customer so agrees and if no further costs are incurred by the Customer.
- 11.5. Shall the Customer stipulate in their Order that the provision of the Parking service begins before the end of the legal contract withdrawal period pursuant to Article 11.1. of the Terms and Conditions, the Customer thus expressly requests and agrees that, in the event that the start and further provision of the ordered Parking services falls within the withdrawal period, the Operator begins and continues with the provision of Parking services during this period. With regard to this express request and consent, the Customer acknowledges that in accordance with the quoted Section 1837, letter a) of the Civil Code, they do not have the right to withdraw from the Agreement in such a case that the Parking services have been provided in full. In the event that the Additional Service is

provided in full during the contract withdrawal period, the Customer does not have the right to withdraw from the Agreement on the basis that the Additional Service was already provided. In accordance with the quoted provision of Section 1837, letter a) of the Civil Code, the Operator informs the Customer prior to the conclusion of the Agreement that in cases according to the paragraph 11.5., i.e. in cases where the Parking service or the Additional Services were provided with the express consent of the Customer before the end of the period for withdrawing from the Agreement, the Customer does not have the right to withdrawal from the Agreement.

12. THE CONTRACTUAL RIGHT TO WITHDRAW FROM THE AGREEMENT

- 12.1. Apart from the Customer's right to withdraw from the Agreement pursuant to Art. 11.1 of these Terms and Conditions, the Operator grants the Customer the right to withdraw from the Agreement even after the expiry of the period set out in Art. 11.1 of these Terms and Conditions. However, withdrawal from the Agreement must be notified to the Operator no later than 24 hours before the start of the use of the Parking Service as set forth in the E-mail confirmation of the Order.
- 12.2. The Customer shall send the notice of withdrawal from the Agreement pursuant to Art. 12.1 of these Terms and Conditions together with their name, surname, contact address and Order number (assigned in the Electronic order confirmation) electronically to the following e-mail address: parking@prg.aero
- 12.3. In the event that, upon their withdrawal from the Agreement, the Customer follows the procedure set forth in Article 12.2. of the Terms and Conditions, especially if they provide the Operator with all the required data and send the notice of withdrawal to the specified address, the Operator will refund the Price paid by the Customer to the Customer with the proviso that a cancellation fee of CZK 250 will be deducted to cover the Operator's administrative costs associated with the processing and cancellation of the Order.
- 12.4. The Operator shall inform the Customer without undue delay by communication sent to their e-mail address about the fact that the Operator received timely and valid notice of withdrawal pursuant to Art. 12.1 of these Terms and Conditions.
- 12.5. In the event that the Price is lower than CZK 250, the cancellation fee will equal the amount of the Price paid by the Customer. In such a case, the Customer is not entitled to a refund of the Price, despite the fact that they are performing a valid withdrawal from the Agreement pursuant to Article 12.1. of the Terms and Conditions.
- 12.6. The Price shall always be refunded to the Customer to the account corresponding to the payment card used for the payment of the Price based on

the Order.

- 12.7. The Operator shall refund the Price pursuant to Art. 12 of the Terms and Conditions within 30 calendar days from the day when the Operator received the notice of withdrawal from the Agreement pursuant to Art. 12.2 of these Terms and Conditions. If the Operator requires further necessary documents to settle the Customer's requirement for withdrawal from the Agreement, the term of 30 calendar days shall commence on the day these documents are delivered to the Operator to the following e-mail address: parking@prg.aero.
- 12.8. For the avoidance of doubt, the Operator hereby expressly states that the Customer is not entitled to withdraw from the Agreement within the meaning of Art. 11 of these Terms and Conditions less than 24 hours before the start of the use of the Parking Service stipulated in the confirmation of the order.
- 12.9. Until the start of the use of the Parking service by the Customer, the Operator is entitled to withdraw from the Agreement at any time if it is required by reasons worthy of special consideration (e.g., urgent operational or security reasons). In such a case, the Operator will return the Price to the Customer without undue delay, by cashless transfer to the account designated by the Customer.

13. THE USE OF THE CODE NUMBER

- 13.1. Upon their arrival at the Parking Facility, the Customer shall enter the code number on the PIN pad. After it is validated, the entrance parking equipment, or, if this is not functional, a member of the Operator's personnel, shall issue a printed parking card to the Customer (hereinafter "**the Card**"), which shall be automatically coded for the ordered Parking Duration as stated in the Confirmation of the Order and which must be kept by the Customer in order to be able to leave the Parking Facility.
- 13.2. If the Customer ordered the Car Wash Service or Valet Parking as well, he or she does not follow the instructions set in Art. 13.1, but puts his or her vehicle directly to the area labeled "Přijem vozidel" located on the ground floor of the PC COMFORT car park. Then, the instructions laid down in the E-mail confirmation of the Order are to be followed. To enter the building, the Customer uses the gate for rental cars labeled "RENTAL CAR RETURNS".
- 13.3. If the Operator has reasonable doubts as to the validity or authenticity of the code number, the Customer may not be allowed to enter the Parking Facility until the validity or authenticity of such code number is verified.
- 13.4. When leaving the Parking Facility, the Customer shall insert the Card into the

reader of the parking equipment, or, in case this is not functional, present the Card to a member of the Operator's personnel. After the Card is verified, the Customer shall be allowed to leave the Parking Facility.

- 13.5. If the Customer leaves their vehicle in the Parking Facility for a period of time longer than the Parking Duration agreed to in the Agreement and stated in the Confirmation of the Order, he or she is obliged to pay the difference between the paid Price and the final statement issued based on the actual hours of the use of the Parking Service. The Operator undertakes that the price per hour for the Parking Services provided shall not be higher than the hourly rate set in the Agreement.
- 13.6. The Customer shall not be allowed to leave the Parking Facility until the Difference is paid.
- 13.7. The Difference may be paid by credit card or in cash at any of the Operator's automatic check-out cashiers located in the Parking Facility.
- 13.8. If the Customer leaves the Parking Facility before using the entire paid Parking Duration for which the Parking Service was agreed, the code number and the Card shall no longer be valid. In such a case, the Customer shall not be allowed to enter the Parking Facility again in order to use the remaining Parking Duration, regardless of whether the Customer has used the entire agreed-to Parking Duration. In this case, the Customer is not entitled to the statement and refund of the difference between the Price and the price which would otherwise correspond to the actually used Parking Duration.
- 13.9. If the Card is lost, stolen or damaged, the Operator shall charge the Customer a fixed administrative fee above the Price, according to the Pricelist.
- 13.10. If the Card is lost, stolen or damaged, the Customer is obliged to report this without delay to the Operator at the Parking Facility Control Room located in the building PC COMFORT (Aviatická 1082/8, Praha 6), or at the following phone number: 220 114 022.
- 13.11. The Operator shall not be held responsible for any misuse of the code number by a person other than the Customer.

14. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

- 14.1. Handling of complaints or claims by consumers, i.e., Customers, is performed by the Operator via the electronic address of parking@prg.aero. Information regarding the way of handling the Customer's complaint is sent by the Operator to the Customer's e-mail address. It is also possible to file a complaint in person

at the Operator's office.

- 14.2. The Operator is entitled to provide the Parking Service under a trade license. Trade inspections are conducted under the authority of the competent Trade Office. The inspections related to the protection of personal data are conducted by the Office for Personal Data Protection. The Czech Trade Inspectorate is, within a limited scope and inter alia, the supervisor of compliance with Act. No. 634/1992 Sb., on Consumer Protection, as amended.
- 14.3. The Customer hereby assumes the risk of changes of circumstances within the meaning of Section 1765 (2) of the Civil Code.
- 14.4. The Operator is entitled to refuse any Order for the Parking Service and not to enter into an Agreement with the Customer, in particular if the Parking Facility is full during the requested time period.
- 14.5. If in the event of an unexpected failure of the electronic system, other technical defects on the part of the Operator, administrative errors of the Operator, or situations arising as a result of exceptional circumstances, there is no parking place available to the Customer in the Parking building within 30 minutes from the agreed start of the Parking Period, the Customer has the right to withdraw from the Agreement and demand the return of the paid Price, or alternatively the provision of substitute performance, i.e., Parking services at a later time of their choice, if the Operator has free capacity at that time. The Parking services provided in this way (i.e., as substitute performance) will not exceed the duration of the Parking services according to the original Agreement.
- 14.6. Claims for refunds of the paid Price pursuant to Article 14.6. of the Terms and Conditions are applied for by the Customer immediately after not being allocated a parking place according to Article 14.6. of the Terms and Conditions by way of contacting the Operator's Dispatch office, located in the PC COMFORT parking building (Aviatická 1082/8, Prague 6) or by telephone number 220 114 022.
- 14.7. The Price shall be refunded to the Customer to the account corresponding to the payment card with which the Price had been paid when the Agreement was concluded.
- 14.8. The Customer may request the alternative performance pursuant to Art. 13.6 of these Terms and Conditions from the Operator via the following e-mail address: parking@prg.aero or by filling in a form at the Parking Facility Control Room located in the building PC COMFORT (Aviatická 1082/8, Praha 6) within 30 calendar days of the date when a situation described in art 13.6 of these Terms and Conditions occurred.

15. DELIVERY OF DOCUMENTS

- 15.1. Documents may be delivered to the Customer to the Customer's e-mail address.
- 15.2. The Customer may deliver documents to the Operator to the following e-mail address: parking@prg.aero or to Letiště Praha, a. s., K letišti 1019/6 Praha 6, Postal Code 161 00.
- 15.3. The Operator is not obliged to take into account any documents or acts served to it by the Customer in ways other than those set out in these Terms and Conditions.
- 15.4. E-mail messages sent by the Operator to the Customer to the Customer's e-mail address shall be deemed to have been served at the moment they are sent by the Operator. The Operator is only liable for errors during the transfer of the e-mail message if it had caused these errors itself.

16. FINAL PROVISIONS

- 16.1. The Contracting parties hereby agree that if there is a foreign aspect to the contractual relationship established by this Agreement, the relationship shall be governed by the laws of the Czech Republic. This shall be without prejudice to consumer rights ensuing from generally binding legal regulations
- 16.2. Should any provision of these Terms and Conditions be invalid or ineffective, or if it so becomes, such invalid provision shall be replaced by a provision which most closely approximates the invalid provision. The invalidity or ineffectiveness of a provision shall be without prejudice to the validity of all other provisions. Amendments and supplements to the Agreement or to these Terms and Conditions shall be made in writing. 15.3.
- 16.3. The Agreement, including these Terms and Conditions, is archived by the Operator in electronic form and it is not accessible.
- 16.4. Contact details of the Operator: Address for delivery: Letiště Praha, a. s., K letišti 1019/6 Praha 6, Postal Code 161 00 E-mail address: parking@prg.aero Tel.: +420 220 114 022.
- 16.5. A customer who is in the role of a consumer may submit a proposal for out-of-court settlement of a dispute to the designated entity for out-of-court settlements of consumer disputes, namely the Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Štěpánská 44, 110 00 Prague 1, E-mail address: adr@coi.cz, [www: adr.coi.cz](http://www.adr.coi.cz). The consumer can also use the online dispute resolution platform established by the European Commission at <http://ec.europa.eu/consumers/odr/>.
- 16.6. The following form an integral part of these Terms and Conditions:
- 16.6.1. The 16.5.1. Annex No. 1: Instructions on Agreement Withdrawals and a Template for Agreement Withdrawals are integral parts of the Terms and Conditions.

Instructions Regarding Consumer's Right to Withdrawal from Remotely Concluded Agreements

You have the right to withdraw from this Agreement without stipulating a reason within 14 days from its conclusion. The agreement withdrawal period terminates 14 days after the day following the day of conclusion of the agreement. You can withdraw from this agreement by any unequivocal statement addressed to Letiště Praha, a. s., K Letišti 1019/6, Praha 6, 161 00, e-mail address: parking@prg.aero, telephone: +420 220 114 022 (for example, by letter sent via the postal service or via e-mail). You may use the attached sample withdrawal form, but it is not your obligation. In order to comply with the set deadline for withdrawing from this agreement, it is sufficient to send the withdrawal note prior to the end of the legal withdrawal period.

Consequences of Agreement Withdrawal

If you withdraw from this Agreement, we will return to you without undue delay, but no later than 14 days from the day on which we received your agreement withdrawal note, all funds that we received from you pursuant to the agreement. We will use the same payment method that you used to make the payment for the refund, unless you have specifically requested otherwise. Such request is not associated with additional costs on your part. If you have requested that the provision of services began during the period for withdrawal from the agreement, you will pay us an amount proportional to the scope of the performance provided up to the time you informed us of your withdrawal from the agreement in relation to the full scope of performance specified in the agreement.

Sample Form for Withdrawal from the Agreement

Recipient:

Letiště Praha, a.

s.K letišti

1019/6 Praha 6,

161 00

Tel: +420 220 114 022

E-mail: parking@prg.aero

I / we hereby declare (*) that I am / we are withdrawing (*) from the agreement on parking.

Date of conclusion of the agreement:

Name and surname of the customer:

The address of the customer:

Order number as stated in the e-mail confirmation of the order:

Customer's signature (only if this form is being sent in a form of a written

document) Date:

(*) Delete or fill in, as applicable.

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Letiště Praha, a. s.
Prague Airport

K Letišti 1019/6
161 00 Praha 6

tel. 420 220 111 111
informace@prg.aero
information@prg.aero

www.prg.aero

Obchodní rejstřík/Commercial Register: The Municipal Court in Prague, Section B, Entry 14003

Registration No.: 282 44 532
VAT No.: CZ 699003361

THE RULES

of the corporation

Letiště Praha, a. s.

with its registered office at K letišti 1019/6, 161 00 Praha 6

Registration No.: 282 44 532

VAT No.: 699003361

registered in the Commercial Register maintained by the Municipal Court in Prague, Section B,
Insert 14003

CONCERNING THE PROVISION OF THE SECURITY FAST-TRACK SERVICE AT THE SECURITY CHECKPOINT OF TERMINAL 2 AT VACLAV HAVEL AIRPORT PRAGUE – IN PILOT MODE –

FOR AIR PASSENGERS

- PILOT SECURITY FASTTRACK RULES FOR PASSENGERS -

in version dated 14. 9. 2023

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Letiště Praha, a. s.
Prague Airport

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14003

Registration No.: 282 44 532
VAT No.: CZ 699003361

1. PREAMBLE:

WHEREAS:

- 1.1 Letiště Praha, a. s. (hereinafter referred to as the “Operator”) is the operator of the international public airport Prague/Ruzyně (also known as Vaclav Havel Airport Prague) (hereinafter referred to as the “Airport”); for commercial flights of air carriers including passenger transport, the Operator uses mainly Terminal 1 (for flights to countries outside the Schengen Area) and Terminal 2 (for flights to countries within the Schengen Area).
- 1.2 Within the scope of its business, the Operator also provides screening of passengers and cabin baggage in accordance with generally binding legislation governing the protection of civil aviation against unlawful acts (hereinafter referred to as “Security Checkpoint”). The Operator also provides priority access to its security checkpoint to passengers using the Security FastTrack service at the centralised security checkpoint in Terminal 2 at the Airport (hereinafter referred to as the “Security FastTrack Service”).
- 1.3 The Operator declares that, under the conditions specified below, over the period from **31 July 2023 to 30 November 2023**, selected passengers will be offered the opportunity to use the Security FastTrack Service at the Airport in pilot mode (hereinafter referred to as “Pilot Mode”) as an extra service provided with the parking service at the Airport. **Terms and Conditions of Pilot Mode:**
- The option to use the Security FastTrack Service in Pilot Mode under the conditions specified below is entirely voluntary by the passenger.
 - The Operator reserves the right to cancel the provision of the Security FastTrack Service in Pilot Mode at any time or to change the terms and conditions of its provision.
 - The passenger acknowledges that the Security FastTrack Service in Pilot Mode is offered for the purpose of testing its operational and capacity capabilities under live operations conditions at the Airport and that errors or defects may occur during its provision by the Operator. In view of the abovementioned, the Operator hereby disclaims any and all liability for defects arising in relation with the provision of the Security FastTrack Service in Pilot Mode.
 - The use of the Security FastTrack Service in Pilot Mode is available to selected passengers who place a successful order for the parking service at the Airport (Parking Garages A, B, C and D) and use the parking service during the Pilot Mode of the Security FastTrack Service (see Article 3 of the Rules for more details).
 - The Operator will not charge any fees for providing this service in Pilot Mode.
 - The Operator informs passengers that the Security FastTrack Service in Pilot Mode is not part of the Parking Contract under the Terms and Conditions regarding Online Booking and Payment Services for Vehicle Parking and Additional Services in the Parking Buildings of Letiště Praha, a. s.
 - The passengers acknowledge that in Pilot Mode they will not be able to select

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a specific time slot to use the Security FastTrack Service. This time slot will be selected by the Operator, depending on the day and time of the passenger's ordering of the parking service at the Airport. The start time of the Security FastTrack Service in Pilot Mode will be identical to the passenger's arrival time as selected in the Airport parking order. The Security FastTrack Service time in Pilot mode is then 90 minutes.

- **The Operator's obligation to compensate the passenger for damages incurred by the passenger in relation with the provision of the Security FastTrack Service in Pilot Mode is excluded to the maximum extent permitted by applicable law.**

1.4 The Operator sets the following rules regarding the provision of the Security FastTrack Service at the security checkpoint of Terminal 2 at Václav Havel Prague Airport in Pilot Mode for air passengers (hereinafter referred to as the "Rules"), which govern the mutual rights and obligations of the parties arising in connection with the Security FastTrack Service at the Airport in Pilot Mode.

2. SPECIFICATION OF THE SECURITY FASTTRACK SERVICE – IN PILOT MODE

2.1 The FastTrack Security Service in Pilot Mode:

- The Security FastTrack Service represents the possibility of providing selected passengers departing to countries within the Schengen Area from Terminal 2 of the

Airport with priority access to the security checkpoint over other passengers who do not use the Security FastTrack Service thanks to the use of a special corridor marked FAST TRACK;

- The Security FastTrack Service is intended to provide passengers with expedited passage to the security checkpoint in the departure hall of Terminal 2 at the Airport, but in no way constitutes a deviation from the standard security checkpoint process carried out by the Operator. All passengers departing from the Airport are subject to the same security procedures and regulations;
- By providing the Security FastTrack Service, the Operator does not guarantee a passenger's passage through the security check within any minimum or maximum time limit, as the continuity of the security check passage may be affected by an extraordinary event in the field of civil aviation security or the number of passengers at any given time. **The Operator strongly states and advises that it is the sole responsibility of each passenger to arrive at their departure gate well in advance of the announced boarding time as specified by the air carrier.** The Operator is not liable for any damage caused to a passenger as a result of not allowing sufficient time for the check-in and security process at the Airport;
- Due to technical reasons, the Security Fast Track Service may not be used for baby carriages, wheelchairs, and/or any luggage other than standard carry-on luggage within the maximum dimensions prescribed by the air carriers;

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2.2 The location and method of providing the Security FastTrack Service in Pilot Mode:

- The Security FastTrack Service is provided in the departure hall of Terminal 2 at the Airport (the centralised security checkpoint);
- The Security FastTrack Service is offered in the form of a dedicated corridor marked FAST-TRACK, which leads to a dedicated security checkpoint;
- The Security FastTrack Service is considered to be provided and fulfilled at the moment of the start of the specified time slot, which lasts 90 minutes;
- The Security FastTrack Service is provided on a one-time basis, on a specific day and at a specific time slot determined by the Operator; the start time of the slot is identical to the arrival time selected in the order of the parking service at the Airport by the passenger (see Article 3 below).

3. ORDERING THE SECURITY FASTTRACK SERVICE – IN PILOT MODE

3.1 The Operator notifies passengers that the use of the Security FastTrack Service in Pilot Mode is available to selected passengers who place an order for the parking service at the Airport and use the parking service during the Pilot Mode of the Security FastTrack Service (see Article 3 of the Rules for more details), namely in the Parking Garages of the Airport:

- Parking A Smart,
- Parking B Economy,

- Parking C Comfort and Premium, and
- Parking D Holiday.

The passenger can order the parking service at the Airport on the Operator's website www.aeroparking.cz, www.prg.aero or directly at <https://booking.prg.aero/cs/>.

3.2 As part of ordering the Airport parking service, the passenger will also be offered the option to order the Security FastTrack Service in Pilot Mode. After indicating the number of passengers and agreeing to these Rules by actively "checking" the given box, the passenger will add the service to their order by clicking the "ADD" button. After adding this extra Security FastTrack Service in Pilot Mode to their order, the passenger will be prompted to complete the Airport Parking Service Order Form.

- The following steps of the order are then governed by the order form for the parking service – [see the Terms and Conditions regarding Online Booking and Payment Services for Vehicle Parking and Additional Services in the Parking Buildings of Letiště Praha, a. s.](#)

3.3 After submitting the order, the Operator confirms the acceptance of the proposal by delivering a QR code to the e-mail address provided by the passenger in their order. Upon presentation, the QR code will allow the passenger to fast-track through the validator dedicated to the Security FastTrack Service to the security checkpoint provided by the Operator in the departure hall of Terminal 2 at the Airport.

3.4 Upon acceptance by the Operator, an order for the extra Security FastTrack Service pursuant to this Article 3 of the Rules becomes a contract within the meaning of Act No. 89/2012 Coll., the Civil Code, as amended, namely the Contract as defined above. The contract is made for a definite period of time, i.e. for the period of provision of the service agreed to in the Contract and the rights and obligations arising therefrom, and may be concluded only in accordance with these Rules.

4. USING THE SECURITY FASTTRACK SERVICE – IN PILOT MODE

- 4.1 Upon arrival at the airport, the passenger:
- should follow the FAST TRACK signs located in the departure hall of Terminal 2. These will take them to the centralized security check point. A dedicated corridor marked FAST TRACK can be found there;
 - scans his/her boarding pass and then the Security Fast Track Service QR code at the entrance validator (in printed or electronic (online) form), and then proceeds to the security check point. In case of an unsuccessful validation by the gate validator, the passenger must use the standard non-priority access to the security checkpoint area;
 - acknowledges that it is necessary to arrive to the security checkpoint within the designated time slot but no later than 5 (five) minutes before its expiration.
-

5. THE PRICE FOR SECURITY FASTTRACK SERVICE – IN PILOT MODE

- 5.1 **In view of the fact that the Operator is providing the Security FastTrack Service in the departure hall of Terminal 2 for the purpose of verifying operational and capacity capabilities under the conditions of live Airport operation, the Operator will not charge any fees for providing the service in Pilot Mode.**
-

6. INFORMATION ON THE PROCESSING OF PERSONAL DATA

When performing these Rules, the Operator agrees to proceed 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 on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter the “GDPR”), and also in accordance with Act No. 110/2019 Sb., on the processing of personal data, as amended.

7. CONTRACT TERMINATION

Either party may withdraw from the Contract on the Security Fast Track Service Pilot Mode at any time and for any reason. The Contract will also terminate in the event of an unsuccessful verification of a QR code by the gateway validator. In such case, the passenger must use the standard entrance to the security check area.

8. CUSTOMER RIGHTS

- 8.1 The provisions of this article will apply to the contractual relationship concluded with a passenger as a customer, where a customer is considered to be any person who, outside the scope of his/her business activity or outside the scope of his/her independent exercise of his/her profession, concludes a contract with the Operator as an entrepreneur or otherwise deals with the Operator (hereinafter referred to as the “**Passenger – Customer**”).
- 8.2 **Consent.** The passenger – customer agrees with the use of distance communication during the conclusion of the Contract.
- 8.3 **Costs.** All costs incurred by the Passenger – Customer while using distance communication in connection with concluding the Contract will be borne solely by the Passenger – Customer these costs being charged at the basic rate.
- 8.4 **Withdrawal.** Pursuant to the provisions of Section 1829 (1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”), the Passenger – Customer has the right to withdraw from the Contract without giving any reason within 14 days from the date of conclusion of the Contract. The notice of withdrawal from the Contract must be sent by the passenger – customer to the Operator within 14 days from the conclusion of the Contract. To withdraw from the contract, the Passenger – Customer may use the template form of the Operator, which forms Annex No. 1 of these Rules and which the Passenger – Customer sends by e-mail to

the address of the Operator:
fasttrack@prg.aero.

In case of withdrawal by the Passenger – Customer from the Contract under this article, the Contract is cancelled.

If the commencement of the provision of the Security FastTrack Service is set to a time prior to the expiry of the withdrawal period, then the Passenger – Customer hereby expressly requests and agrees that if the commencement and further provision of the Security FastTrack Service falls within the withdrawal period, the Operator will start and continue the provision of the Security FastTrack Service within this period. With regard to this express request and consent, the Passenger – Customer acknowledges that pursuant to the provisions of Section 1837 (a) of the Civil Code, he/she does not have the right to withdraw from the contract if the Security Fast Track Service has been provided in full. Pursuant to the quoted provision of Section 1837 (a) of the Civil Code, the Operator informs the Passenger – Customer before the conclusion of the contract that where the Security FastTrack Service was performed with the express consent of the Passenger – Customer before the expiry of the withdrawal period, the Passenger – Customer has no right to withdraw from the contract.

If the Passenger – Customer withdraws from the Contract pursuant to this Article and in view of the fact that the Passenger – Customer has not paid anything for the Security FastTrack Service in Pilot Mode, the Operator will not refund any funds to the

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Passenger – Customer.

8.5 **Handling complaints, information about rights from defective performance.**

Passenger – Customer complaints and claims are handled by the Operator via an [online form](#) which can be found on the Operator's website: <https://www.prg.aero/en/contacts>. The Operator sends information about the settlement of a Passenger – Customer's complaint to the Passenger – Customer's e-mail address which he/she provided when submitting the complaint. The Passenger – Customer may also file a complaint in writing at the address of the Operator's registered office.

8.6 **Authorisation, checks, supervision.** The Operator is entitled to provide the Security FastTrack Service under a trade licence. Trade inspections are conducted under the authority of the competent Trade Office. Supervision in the area of the protection of personal data is performed by the Office for Personal Data Protection. The Czech Trade Inspectorate is, within a limited scope and inter alia, the supervisor of compliance with Act. No. 634/1992 Coll., on consumer protection, as amended.

8.7 **Dispute Resolution.** A Passenger – Customer may submit a proposal for out-of-court dispute resolution to the designated entity for out-of-court resolution of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate – ADR Department / Česká obchodní inspekce, Ústřední inspektorát – oddělení ADR, Štěpánská 44, 110 00 Prague 1, e-mail: adr@coi.cz,

website: adr.coi.cz. A Passenger – Customer can also use the online dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/>.

8.8 **Additional information provided:**

The Contract, including these Rules, is archived by the Operator in electronic form and it is not accessible.

These Rules are drawn up and the contract may be drawn up and concluded in Czech and English.

The Operator is not bound by any codes of conduct in relation to the Passenger – Customer. The Operator voluntarily complies with the Rules of Conduct and Ethical Principles, which are freely available on the Operator's website at: www.prg.aero.

These Rules are in accordance with the information provided to the Passenger – Customer prior to entering into the Contract; this information is contained in the Rules and cannot be changed.

9. FINAL PROVISIONS

9.1 The Contract comes into force and becomes effective upon the Operator's acceptance of a Security FastTrack Service order by an air passenger (delivery of a QR code).

9.2 These Rules and the Contract entered into based on them are governed by Czech law, in particular the relevant provisions of the Civil Code. Any disputes arising out of or in connection with these Rules and/or the Contract will be submitted, within the

meaning of the Czech Civil Procedure Code, to the general court of the Operator for their decision.

- 9.3 Contact details of the Operator: address for service: **Letiště Praha, a. s., K letišti 1019/6, 161 00 Praha 6**, e-mail address: fasttrack@prg.aero, telephone: + 420 **725 864 920**.
- 9.4 Notifications to the passenger will be delivered to the e-mail address provided by them when ordering the Security FastTrack Service.
- 9.5 The Rules are available in both the Czech and English languages.
- 9.6 These Rules form an integral part of the Contract. The Operator is entitled to change their wording at any time.
- 9.7 Annex No. 1 – Template Withdrawal Form is an integral part of these Rules.

Instructions on the consumer's right to withdraw from a contract signed remotely

You have the right to withdraw from this Contract within 14 days without giving any reason. The period for withdrawal from the Contract ends upon the expiration of 14 days from the day following the date of conclusion of the Contract. You may withdraw from this contract by any unambiguous statement addressed to Letiště Praha, a. s., K letišti 1019/6 Prague 6, 161 00, e-mail address: fasttrack@prg.aero, telephone: +420 725 864 920 (such as, by letter sent through the postal service provider or by e-mail). You can use the attached sample withdrawal form; however, you are not obliged to do so. In order to observe with the time limit for withdrawing from this Contract, it is sufficient to send a notice of withdrawal from the Contract before the lapse of the relevant time limit.

The consequences of withdrawing from the Contract

If you withdraw from this Contract, Letiště Praha, a. s. will not refund any funds to you as you have not paid us any amount for the Security FastTrack Service in Pilot Mode. In any case, you will not incur any additional expenses.

The template form for withdrawal from the Contract for the provision of the Security FastTrack Service at the security checkpoint at Terminal 2 of Václav Havel Airport Prague – in Pilot Mode**Notification of withdrawal from the Contract for the provision of the Security FastTrack Service at the security checkpoint at Terminal 2 of Václav Havel Airport Prague – in Pilot Mode****Recipient:**

Letiště Praha, a. s.
K letišti 1019/6
161 00 Praha 6

I hereby withdraw from the Contract.

Date of conclusion of the Contract:

Reservation and/or document number(s):

Passenger's name and surname:

Passenger's address:

I declare that I have not used the Security FastTrack Service related to the Contract I am hereby withdrawing from.

Date:

Signature:



Client:

Surname, name / Company name
Address / Registered office
Company ID Number:
Tax ID Number:
Contact person:

Provider:

Letiště Praha, a. s.
K letišti 1019/6
161 00 Prague 6
ID Number: 28244532
Tax ID Number: CZ699003361

E-mail:

Tel:

Provision of the Lounge Services, Private Check-in Service, Meet and Assist or the AeroRooms Services under the following conditions:

Lounge: MasterCard Lounge ERSTE Premier Lounge
 FastTrack Lounge FastTrack Lounge + Private Check-in Service
 FastTrack Lounge + Meet and Assist FastTrack + Private Check-in Service+
Meet and Assist

AeroRooms: with access from the public area with access from the transit/non-public area

Date (date and time):

Estimated number of passengers:younger than 3 yearsyounger than 14 years

Estimated total price **CZK incl. VAT***

*The total price is based on the current price list below, which may vary depending on the actual number of persons.

In case of provision of the FastTrack Lounge Services + the Private Check-in Service and/or Meet and Assist:

Names of passengers provided with the Services:

.....

Total number of pieces of checked baggage:

.....



Destination:

Flight number: **Flight date and time (departure from/arrival to Prague):**

Method of payment for the Services: **credit/debit card** **cash**

In case of provision of the AeroRooms Services:

Names of passengers provided with the Services:

Date and time of arrival at the hotel:..... and departure from the hotel:

Baby crib: YES / NO**Strike out or delete whichever option is inapplicable

Method of payment for the Services: **credit/debit card** **cash**

Terms and Conditions for Provision of the Lounge Services, the Private Check-in Service, Meet and Assist and the AeroRooms Services at Prague/Ruzyně Airport, as amended, shall form an integral part of the Order. By signing the Order, the Client confirms to have read this document, as amended, and accepts the terms and conditions set forth therein.

Date:

Client's signature:

**Terms and Conditions for Provision of the Lounge Services, the Private Check-in Service,
Meet and Assist and the AeroRooms Services at Prague/Ruzyně Airport
(hereinafter the “Terms and Conditions”)**

I.

Specification of the Services

The Lounge Services include:

MasterCard Lounge:

- convenience and comfort of the Lounge
- all-inclusive refreshments
- TV, Wi-Fi, tablets for rent, newspapers
- children’s playroom
- office corner with a PC and a printer
- showers
- for passengers travelling to countries outside the Schengen Area from Terminal 1
- located on the second floor in the transit area of Terminal 1, behind the passport control and the walk-through shopping area in the direction of Pier B
- open daily from 5:30 a.m. to 11:00 p.m.

ERSTE Premier Lounge:

- convenience and comfort of the Lounge
- all-inclusive refreshments
- TV, Wi-Fi, tablets for rent, newspapers
- children’s playroom
- office corner with a PC and a printer
- showers
- for passengers travelling to countries within the Schengen Area from Terminal 2
- located on the second floor in the transit area of Terminal 2, on the right side behind the security checkpoint
- open daily from 5:00 a.m. to 10:00 p.m.

FastTrack Lounge:

- convenience and comfort of the Lounge
- individual security check
- all-inclusive refreshments
- TV, Wi-Fi, tablets for rent, newspapers
- children’s playroom
- showers
- primarily for passengers travelling within the Schengen Area from Terminal 2; may be also used by passengers departing from or arriving at Terminal 1
- located on the second floor in the public area of Terminal 2
- open daily from 5:00 a.m. to 10:00 p.m.

Private Check-in Service

- special individual passenger and baggage check-in service
- cannot be purchased separately; it is available only when purchased in conjunction with the access to the FastTrack Lounge or under the Special Deal announced by the Provider
- the Client shall arrive 90 minutes before the scheduled departure time at the information desk in the Departure Hall of Terminal 2, where the Client’s baggage and travel documents will be collected by the Provider’s agent. Then, during provision of the FastTrack Lounge Services, the Client’s travel documents, boarding pass and checked-in baggage tag will be delivered to him/her by the agent directly to the

Lounge. The Client shall then only go through the private security check, after which he/she shall proceed directly to the aircraft

- only for passengers departing from Terminal 2 (the Schengen Area)
- must be ordered at least 24 hours in advance
- provided only from 5:00 a.m. to 9:00 p.m.

Meet and Assist

- the service ensures a comfortable and smooth passage through the airport, when we accompany you from the departure hall to the plane and provide the necessary assistance for you
- the service also includes the possibility of assisted shopping in Duty Free stores
- the service works on the Concierge principle
- can only be used for departures from Terminal 2 (Schengen area)
- must be ordered at least 24 hours before departure
- cannot be purchased separately, but only with the simultaneous purchase of FastTrack Lounge Services or FastTrack Lounge Services in conjunction with the Private Check-in Service
- the service is provided only from 6:00 a.m. to 9:00 p.m.

The AeroRooms Services include:

- hotel rooms for 1–4 persons
- baby crib on request
- snacks and drinks to buy
- TV, Wi-Fi, magazines
- open non-stop
- 2 types of accommodation:

Public part of the hotel

- for passengers before departure who have not been checked in yet, or after arrival at any terminal
- with access in the public area of the terminal in the connecting building between Terminal 1 and Terminal 2
- access to the hotel is not possible without prior booking and a valid travel document; a valid booking (order) number must be reported to the hotel staff via the video doorbell upon entry

Transit/non-public part of the hotel

- only for passengers departing from Terminal 1 (only for flights outside the Schengen Area) or transferring within Terminal 1 or between Terminal 1 and Terminal 2, who have already been checked in and checked in their baggage and have a valid boarding pass and a valid travel document
- with access in the transit area of the terminal, behind the passport control in the Departure Hall of Terminal 1
- prior booking is not necessary but recommended (if a prior booking is made, its number must be reported to the hotel staff upon entry)

II.

Order

Order for the MasterCard Lounge, the ERSTE Premier Lounge and the FastTrack Lounge Services

The order for the MasterCard Lounge, the ERSTE

34

Letiště Praha, a. s.
Prague Airport

K letišti 1019/6
161 00 Prague 6

Tel: + 420 220
111 111
informace@prg.aero
information@prg.aero

www.prg.aero

Commercial Register: Municipal Court in Prague, Section B,
Insert 14003

Company ID Number: 28244532
Tax ID Number: CZ699003361

Premier Lounge and the FastTrack Lounge Services can be made using the online form on the Provider's website or by e-mail (see contact details below) no later than 2 hours prior to the requested time for provision of the Lounge Services. Depending on the occupancy of the Lounges, the Services can be purchased at the Lounges' reception desks without a prior booking.

The order for the Lounge Services must always contain the following information:

- date of provision of the Service
- number of passengers provided with the Services
- Client's contact details (name, surname, postal code, e-mail address, telephone number)
- flight number
- purpose of travel

The order may also contain the following (optional) information:

- billing information – in case of a business trip (company name, company identification number, tax identification number, registered office).

After sending the order for the Lounge Services, the Client will receive an order acceptance issued by the Provider, which will be sent to the e-mail address the Client entered when placing the order for the Services.

Order for the FastTrack Lounge Services in conjunction with the Private Check-in Service and/or Meet and Assist

The order for the FastTrack Lounge Services in

conjunction with the Private Check-in Service and/or Meet and Assist can be made using the online form on the Provider's website or by e-mail (see contact details below) no later than 24 hours prior to the requested time for provision of the FastTrack Lounge Services and the Private Check-in Service and/or Meet and Assist.

The order for the FastTrack Lounge Services in conjunction with the Private Check-in Service and/or Meet and Assist must always contain the following information:

- number and names of passengers provided with the Services
- total number of pieces of checked-in baggage
- flight number
- date and time of flight (departure from / arrival in Prague)
- destination
- method of payment for the Services
- Client's contact details (telephone number, e-mail address)

After sending the order for the FastTrack Lounge Services in conjunction with the Private Check-in Service and/or Meet and Assist, the Client will receive an automatically generated e-mail from the Provider confirming the order was received. This e-mail will be sent to the e-mail address of the Client which he/she entered when placing the order for the Services. Due to the limited capacity of the FastTrack Lounge in conjunction with the Private Check-in Service and/or Meet and Assist, the Provider reserves the right to accept or reject the Client's order as an offer for contract within 2 (two) hours after receiving the order for the

FastTrack Lounge Services in conjunction with the Private Check-in Service and/or Meet and Assist. Notification of acceptance or rejection of the order shall be sent electronically to the Client by the Provider to the same e-mail address of the Client.

Order for the AeroRooms Services

The order for the AeroRooms Services can be made using the online form on the Provider's website or by e-mail (see contact details below). Where the public part of the hotel is concerned, the order must be placed no later than 48 hours prior to the requested time for provision of the AeroRooms Services. The order for the AeroRooms Services in the transit/non-public part of the hotel can be placed electronically no later than 48 hours prior to the requested time for provision of the Services or on the spot at any time.

The order for the AeroRooms Services must always contain the following information:

- number and names of passengers provided with the Services
- date and time of arrival at and departure from the hotel
- method of payment for the Services
- Client's contact details (telephone number, e-mail address)
- access to the hotel (from public or transit/non-public area of the terminal)

The order for the AeroRooms Services may also contain the following (optional) information:

- baby crib requirement

- billing information – in case of a business trip (company name, company identification number, tax identification number, registered office).

Depending on the occupancy of AeroRooms, the order will be confirmed (accepted) or rejected. Notification of acceptance or rejection shall be sent to the Client to the e-mail address of the Client which he/she entered when placing the order for the AeroRooms Services. If the order is confirmed, the Client will receive a booking (order) number that he/she will use upon entry to prove his/her identity.

Common Provisions

If the Client uses the online form on the Provider's website to order the Lounge Services, the Private Check-in Service, Meet and Assist and the AeroRooms Services, he/she will be allowed to check and change the data he/she entered into the order prior to sending the order to the Provider, including with regard to the Client's possibility to detect and correct mistakes made when entering the data into the order. The Client sends the order by clicking on the "**OBJEDNAT SE ZÁVAZKEM PLATBY**" ("ORDER WITH OBLIGATION TO PAY") button. The data in the order are regarded as correct by the Provider.

If the Client uses e-mail to place an order for the Lounge Services, the Private Check-in Service, Meet and Assist and the AeroRooms Services, then, by sending the order through the above-mentioned means of distance communication, the data in the order are regarded as correct by the Provider.

If, after sending the order for the Lounge Services, the Private Check-in Service, Meet and

Assist and the AeroRooms Services, the Client finds out that the order sent contains incorrect information or he/she wishes to modify the data, he/she is obliged to immediately inform the Provider by e-mail in which he/she shall indicate which data in the sent order are incorrect or which he/she wishes to modify, indicating their correct or modified form.

After being accepted by the Provider, the order for the Lounge Services, the Private Check-in Service, Meet and Assist and the AeroRooms Services becomes a legally binding contract within the meaning of Act No. 89/2012 Coll., Civil Code, as subsequently amended (hereinafter the "Civil Code").

The Contract is concluded for a fixed period, i.e., the period of provision of the Services agreed in the Contract and the rights and obligations resulting therefrom, and shall be concluded exclusively under these Terms and Conditions.

The Provider's contact details for placing an order for the Lounge Services, the Private Check-in Service, Meet and Assist and the AeroRooms Services are as follows:

MasterCard Lounge:

Telephone: + 420 220 114 583
E-mail: mastercardlounge@prg.aero
www.prg.aero

ERSTE Premier Lounge:

Telephone: + 420 220 114 591
E-mail: erstepremierlounge@prg.aero
www.prg.aero

FastTrack Lounge:

Telephone: + 420 220 115 909

E-mail: fasttracklounge@prg.aero
www.prg.aero

FastTrack Lounge + Private Check-in Service and/or Meet and Assist:

Telephone: + 420 220 115 909
E-mail: fasttracklounge@prg.aero
www.prg.aero

AeroRooms

Telephone: + 420 220 115 670
E-mail: aerorooms@prg.aero
www.prg.aero

III.

Price List and Payment Terms

Lounges, the Private Check-in Service and Meet and Assist

MasterCard Lounge* 720 CZK / 1 person

ERSTE Premier Lounge* 720 CZK / 1 person

FastTrack Lounge* 850 CZK / 1 person

FastTrack Lounge* + Private Check-in Service

1 599 CZK / 1 person

2 499 CZK / 2 persons

599 CZK / 1 child under 14 years¹

*** Free for children under 3 years² accompanied by an adult.**

*** The Price covers a two-hour-long stay in the Lounge.**

Meet and Assist

1 499 CZK / 1 person

1 999 CZK / 2 persons

Free for children under 14¹ years accompanied by an adult.

AeroRooms

Hotel room – from 10:00 a.m. to 4:00 p.m.

999 CZK / single room

999 CZK / double room

1 998 CZK / three-bed room

399 CZK / each additional child under 3 years²

Hotel room – from 6:00 p.m. to 10:00 a.m.

1 999 CZK / single room

1 999 CZK / double room

2 998 CZK / three-bed room

399 CZK / each additional child under 3 years²

Payment Terms:

The quoted prices are inclusive of the applicable VAT.

With prior agreement, the Price can be paid in

CZK:

- by credit/debit card online (Lounges),
- in cash or by credit/debit card at the Lounges' reception desks (Lounges, FastTrack Lounge + Private Check-in Service and/or Meet and Assist)
- in cash or by credit/debit card at the hotel's reception desk (AeroRooms)

The Provider will issue a tax document for the provided taxable supply in accordance with the legal provisions applicable, in particular Act No. 235/2004 Coll., on value added tax, as amended. The date of execution of the taxable supply shall be the date on which the service was provided or the date on which the invoice was issued or the date on which the payment was transferred to the Provider's account, whichever comes first.

- against an invoice (a tax document) issued by the Provider and sent to the Client's e-mail address specified by the Client; for contractual partners with whom the Provider has concluded a cooperation agreement for an indefinite period.

The invoice – the tax document – is payable within seventeen (17) days of the date of issue to the Client. The settlement of the amount due shall be carried out by transferring the amount due to the Provider's account. Should the due date fall on a Saturday, Sunday, time off and non-working days within the meaning of valid and applicable legal regulations of the Czech Republic, or on 31 December or on a day which is not a business day

¹ For the purposes of these Terms and Conditions, a child under 14 years is considered a child who has not yet reached his/her 14th birthday.

² For the purposes of these Terms and Conditions, a child under 3 years is considered a child who has not yet reached his/her 3rd birthday.

pursuant to Act No. 370/2017 Coll., on payments, as subsequently amended, the due day is then shifted to the closest previous business day. The date of execution of the taxable supply shall be the date on which the service was provided or the date on which the invoice was issued, whichever comes first.

If the Client chooses to make the payment by credit/debit card, he/she will be redirected to a third party payment gateway (a server) after placing the order, where he/she will fill out the necessary payment details. Once their validity is verified, the order will be confirmed and the price for the Services will be deducted from the Client's account.

IV.

Services Cancellation Policy

Without prejudice to the consumer rights pursuant to Article VII. of these Terms and Conditions, cancellation of the order is possible only for the FastTrack Lounge Services in conjunction with the Private Check-in Service and/or Meet and Assist no later than 12 hours before the booked time of arrival at the FastTrack Lounge, and for the AeroRooms Services no later than 12 hours before the booked time of arrival at the hotel. In this case, the Client will not be charged a cancellation fee.

If cancellation of the order is made by the Client less than 12 hours and more than 6 hours before the booked time for provision of the FastTrack Lounge Services in conjunction with the Private Check-in Service and/or Meet and Assist or the AeroRooms Services, the Client will be charged a

contractual penalty – a payoff – of 50% of the Price (excl. VAT) of the Services booked.

In case of cancellation of the order made less than 6 hours before the booked time for provision of the FastTrack Lounge Services in conjunction with the Private Check-in Service and/or Meet and Assist or the AeroRooms Services, the Client will be charged a contractual penalty – a payoff – of 100% of the Price (excl. VAT) of the Services booked.

The Provider will issue an order cancellation receipt for the payment of the cancellation fee. The contracting parties acknowledge that the contractual penalties – the payoffs – are not subject to VAT.

The Client will be informed about the cancellation fee in the appropriate amount he/she is being charged. An informative document confirming cancellation of the order and stating the amount charged will be sent to his/her e-mail address from which the order for the Services was placed.

If the funds for the Services booked are held on the Client's card, the Provider is entitled to deduct the amount corresponding to the value of the Services provided or to the cancellation fee from this card.

V.

Information on the Processing of Personal Data

The Provider informs the Client as a data subject in accordance with Article 13 of Regulation (EC) No. 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 on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter the “**GDPR Regulation**”), as well as in accordance with Act No. 110/2019 Coll., on personal data processing, as amended, of the processing of his/her personal data:

Purpose of the Processing of Personal Data:

Personal data are collected directly from the Client at the time of placing the order. The Provider undertakes to process accurate personal data for the sole purpose of:

- performance of the Contract [in accordance with Article 6(1)(b) of the GDPR Regulation] and its subsequent performance, including settlement of the Client’s potential claims resulting from defective performance. The provision of the Client’s personal data is justified by the identification of the contracting parties necessary for the conclusion and performance of the Contract (the contractual requirement), which would not be possible if the data were not provided. The Client’s failure to provide personal data may result in the non-performance or termination of performance of the Contract by the Provider.
- compliance with the legal obligation applicable to the Provider [in accordance with Article 6(1)(c) of the GDPR Regulation]. The Provider has the obligation to fulfil the legal obligations arising from the regulations governing the rights and obligations with regard to consumer rights and bookkeeping. The Provider has also the obligation to fulfil the legal obligations arising from the Local Fees Act, for this

purpose he is obliged to keep a record book in which he inscribes the Client’s personal data.

- Circulating commercial messages (direct marketing) [in accordance with Articles 47 and 70, and Article 6, Paragraph 1, Letter f) of the GDPR Regulation]. In the given case of personal data processing, the Provider has a legitimate interest in promoting the services provided.

The Provider undertakes not to process personal data in any manner incompatible with the above given purposes.

Extent of Personal Data:

The Provider undertakes to process personal data only to the extent necessary in relation to the above given purposes for which they are processed. The extent of personal data is as follows:

- name and surname of the Client (or other persons provided with the Services, if applicable);
- Client’s contact details (telephone number, e-mail address);
- address of permanent residence or permanent address abroad of the Client (of other persons provided with the Services, if applicable);
- number of ID card or travel document of the Client (or other persons provided with the Services, if applicable).

Duration of the Processing of Personal Data:

The Provider undertakes to process personal data which are processed for the purpose of performance of the Contract for a period of 6

years from the day personal data were received from the Client. The Provider shall have the obligation to store personal data in accordance with general binding regulations, in particular Act No. 565/1990 Coll., Act of the Czech National Council on Local Fees, as amended and Act No. 235/2004 Coll., on value added tax. After this period, the Provider is obliged to dispose of personal data.

Categories of Recipients of Personal Data and Transfer of Personal Data:

The Provider declares that access to personal data will be provided only for respective employees of the Provider who shall have the obligation of secrecy of the data, as well as of security measures which would compromise the security of the personal data if made available publicly.

The Provider also declares that it will not transfer personal data to third countries or any international organization.

Automated Decision-making:

Automated decision-making shall not be used when processing the Client's personal data pursuant to Article 22 of the GDPR Regulation.

Rights of the Data Subject

The Provider informs the Client about his/her rights under the GDPR Regulation, in particular:

- right of access to personal data (the data subject shall have the right to obtain confirmation from the Provider as to whether or not personal data concerning him/her are being processed pursuant to Article 15 of the GDPR Regulation);
- right to rectification (the data subject shall have the right to rectification of inaccurate personal data concerning him/her from the Provider without undue delay, and the right to have incomplete personal data completed pursuant to Article 16 of the GDPR Regulation);
- right to erasure (the data subject shall have the right to erasure of personal data concerning him/her from the Provider without undue delay where one of the grounds given in Article 17 of the GDPR Regulation applies);
- right to restriction of processing (the data subject shall have the right to restriction of processing from the Provider where one of the grounds given in Article 18 of the GDPR Regulation applies);
- right to data portability (the data subject shall have the right to receive the personal data concerning him/her, which he/she has provided to the Provider, in a structured, commonly used and machine-readable format, and have the right to transmit the data to another controller without hindrance from the Provider to which the personal data have been provided where one of the grounds given in Article 20 of the GDPR Regulation applies);
- right not to be subject to any decision based solely on automated processing (the data subject shall have the right not to be subject to any decision based solely on automated processing, including profiling which produces legal effects concerning him/her or similarly significantly affects him/her pursuant to Article 22 of the GDPR Regulation);

- right to lodge a complaint with a supervisory authority, which is the Office for Personal Data Protection, with its registered office at Pplk. Sochora 727/27, 170 00, Prague 7.

Data Protection Officer:

In accordance with Article 30(1)(a) of the GDPR Regulation, the Provider shall provide the Client with the contact details of the data protection officer.

All your inquiries, suggestions or other submissions relating to the procession of your personal data may be addressed to the data protection officer, at: dpo@prg.aero.

The Client hereby declares that he/she was duly informed by the Provider about the processing of personal data in accordance with Article 13 of the GDPR Regulation, and that the provided personal data are accurate and true.

The Client declares that he/she is entitled to provide personal data of other persons using the Lounge Services, the Private Check-in Service, Meet and Assist and the AeroRooms Services to the Provider, as they are personal data subjects.

**VI.
Termination of the Contract**

In the event of the Client's repeated failure to fulfil his/her obligations set out in these Terms and Conditions, the Provider is entitled to withdraw from the Contract. The withdrawal shall become effective upon the delivery of written notification to the other contracting party.

**VII.
Consumer Rights**

The provisions of this Article shall apply to the contractual relationship concluded with the Client as a consumer, meaning any individual who, outside his/her trade, business or profession, concludes a contract with the Provider as an entrepreneur or has other dealings with the Provider (hereinafter the "**Client-consumer**").

Consent. The Client-consumer gives his/her consent to the use of means of distance communication to conclude the Contract. Upon an express request of the Client-consumer, the Provider shall begin the performance of the Contract already during the withdrawal period.

Costs. Costs incurred by the Client-consumer as a result of the use of means of distance communication in connection with the conclusion of the Contract shall be borne by the Client-consumer himself/herself. These costs do not differ from the standard rate.

Withdrawal. In accordance with Section 1829 (1) of Act No. 89/2012 Coll., Civil Code, as subsequently amended (hereinafter the "**Civil Code**"), the Client-consumer has the right to withdraw from the concluded Contract within 14 days of the date of its conclusion without giving any reason. The Client-consumer shall send the notification of withdrawal from the Contract to the Provider within 14 days of the date of the conclusion of the Contract. To withdraw from the Contract, the Client-consumer may use the Provider's Model Withdrawal Form, which forms Annex 1 to these Terms and Conditions. Notification of withdrawal from the Contract may be sent by the Client-consumer to, among others,

the Provider's address or e-mail address:
Airportlounges@prg.aero.

In the event of withdrawal from the Contract by the Client-consumer pursuant to this Article, the Contract shall be cancelled from the beginning.

In the event of withdrawal from the Contract by the Client-consumer pursuant to this Article under which services have already been provided by the Provider at the express request of the Client-consumer prior to the expiry of the withdrawal period, the Client-consumer shall pay the Provider a proportion of the agreed price for the services provided until the moment of withdrawal.

In the event of withdrawal from the Contract by the Client-consumer pursuant to this Article, the Provider shall return the Price received from the Client-consumer within 14 days of the day of withdrawal from the Contract by the Client-consumer, to the account from which the Price was paid by the Client-consumer, or to the account associated with the payment card from which the Price was paid. The Provider is also entitled to return the Price in another way, if the Client-consumer agrees and does not incur any additional costs thereby.

Shall the Customer in the role of a consumer stipulate in their Order that the provision of the Service begins before the end of the legal contract withdrawal period, the Customer thus expressly requests and agrees that, in the event that the start and further provision of the Service falls within the withdrawal period, the Operator begins and continues to provide the Service during this period. With regard to this express request and consent, the Customer / consumer acknowledges

that in accordance with the provisions of Section 1837, letter a) of the Civil Code, they do not have the right to withdraw from the Agreement in such a case when the Service has been provided in full. In accordance with the quoted provision of Section 1837, letter a) of the Civil Code, the Operator informs the Customer / consumer prior to the conclusion of the Agreement that in cases according to this provision, i.e., in cases where the Service was performed with the express consent of the Customer / consumer before the end of the contract withdrawal period, the Customer / consumer does not have the right to withdraw from the Agreement.

Complaint Handling; information on rights from defective performance. Complaints and claims filed by Customers / consumers are handled by the Provider via the electronic address of Airportlounges@prg.aero. The Provider shall send the information on the handling of the complaint lodged by the Client-consumer to the e-mail address of the Client-consumer which he/she entered when placing the order for the Lounge Services, the Private Check-in Service, Meet and Assist and the AeroRooms Services. The Customer / consumer may also file a complaint in writing using the address of the Provider's registered office, or in person at the Lounge reception desk. In the event that the Service is not provided for reasons on the part of the Provider or the performance is defective, the Customer / consumer may exercise their rights from defective performance against the Operator, in particular, to seek remedial action within a reasonable period of time, or may withdraw from the Agreement on the provision of the Service if defective performance constitutes a material

breach of the Agreement.

Authorization, Inspection, Supervision. The Provider has authorization to provide the Lounge Services, the Private Check-in Service, Meet and Assist and the AeroRooms Services on the basis of a trade licence. Trade inspection shall be carried out by a competent trade licensing office within the scope of its competence. Supervision over the protection of personal data shall be carried out by the Office for Personal Data Protection. Supervision of compliance with Act No. 634/1992 Coll., on consumer protection, as subsequently amended, shall be carried out, among other things, by the Czech Trade Inspection Authority to the defined extent.

Dispute resolutions – The Customer/consumer may submit a proposal for out-of-court dispute settlement to the designated entity for out-of-court consumer dispute settlements, namely the Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Štěpánská 44, 110 00 Prague 1, Email address: adr@coi.cz, [www: adr.coi.cz](http://www.adr.coi.cz). The Customer/ consumer may also use the online dispute resolution platform established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

Other Information Provided:

The concluded Contract, including these Terms and Conditions, is electronically stored by the Provider and is not accessible.

The individual technical steps taken to conclude the Contract, including the possibility to detect and correct mistakes made when entering the data prior to placing the order, are listed in Article II. above.

These Terms and Conditions and the Contract have been drawn up in the Czech and English language. The Contract may be concluded in the Czech or English language only.

The provider is not bound by any code of conduct in relation to the Client–consumer.

The Provider voluntarily complies with the Rules of Conduct and Ethical Principles, which are freely available on the Provider's website: www.prg.aero.

These Terms and Conditions are in accordance with the data provided to the Client–consumer prior to the conclusion of the Contract. These data are included in the Terms and Conditions and cannot be amended.

**VIII.
Final Provisions**

The Contract becomes valid and effective once the Client's order for the Lounge Services, the Private Check-in Service, Meet and Assist and the AeroRooms Services is accepted by the Provider.

These Terms and Conditions and the Contract concluded on the basis thereof are governed by the law of the Czech Republic, in particular the applicable provisions of the Civil Code.

The Provider's contact details are as follows: shipping address: **Letiště Praha, a. s., K letišti 1019/6, 161 00 Prague 6**, e-mail address: Airportlounges@prg.aero, telephone number: + 420 220 114 583.

All correspondence shall be sent to the e-mail address the Client entered when placing the order for the Lounge Services, the Private Check-in



Service, Meet and Assist and the AeroRooms Services or to the address provided in the order for the Lounge Services, the Private Check-in Service, Meet and Assist and the AeroRooms Services.

These Terms and Conditions form an integral part of the Contract. The Provider reserves the right to amend them at any time.

Annex 1 – **Model Withdrawal Form** – forms an integral part of these Terms and Conditions.

Letiště Praha, a. s.
Prague Airport

K letišti 1019/6
161 00 Prague 6

Tel: + 420 220
111 111
informace@prg.aero
information@prg.aero

www.prg.aero

Commercial Register: Municipal Court in Prague, Section B,
Insert 14003

Company ID Number: 28244532
Tax ID Number: CZ699003361

Annex 1 to the Terms and Conditions for the Provision of the Lounge Services, the Private Check-in Service, Meet and Assist and the AeroRooms Services at Praha/Ruzyně Airport

Instructions Regarding Consumer's Right to Withdrawal from Remotely Concluded Agreements

You have the right to withdraw from this Agreement without stipulating a reason within 14 days from its conclusion. The agreement withdrawal period terminates 14 days after the day following the day of conclusion of the agreement. You can withdraw from this agreement by any unequivocal statement addressed to Letiště Praha, a. s., K Letišti 1019/6, Praha 6, 161 00, e-mail address: Airportlounges@prg.aero, telephone: +420 220 114 583 (for example, by letter sent via the postal service or via e-mail). You may use the attached sample withdrawal form, but it is not your obligation. In order to comply with the set deadline for withdrawing from this agreement, it is sufficient to send the withdrawal note prior to the end of the legal withdrawal period.

Consequences of Agreement Withdrawal

If you withdraw from this Agreement, we will return to you without undue delay, but no later than 14 days from the day on which we received your agreement withdrawal note, all funds that we received from you pursuant to the agreement. We will use the same payment method that you used to make the payment for the refund, unless you have specifically requested otherwise. Such request is not associated with additional costs on your part. If you have requested that the provision of services began during the period for withdrawal from the agreement, you will pay us an amount proportional to the scope of the performance provided up to the time you informed us of your withdrawal from the agreement in relation to the full scope of performance specified in the agreement.

Model Withdrawal Form**Notification of Withdrawal from the Contract****Addressee:****Letiště Praha, a. s.**

K letišti 1019/6

161 00 Prague 6

I hereby declare that I am withdrawing from the Contract.

Date of conclusion of the Contract:

Name and surname of the Client:

Address of the Client:

Order number as indicated in the order confirmation e-mail:

Date:

Signature: