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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 car washing in
car parks 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, PSC 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 (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 Web Interface**").
- 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 Terms and Conditions are drawn up in the Czech language. The Agreement may only be concluded in Czech.
- 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 the

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 CAR WASH SERVICE

- 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 or PA SMART, Aviatická Str., Praha 6 Letiště Praha, a.s. (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**").
- 2.2. The PC COMFORT and PA SMART facilities, where the Parking Service is being provided, are enclosed buildings, guarded, and monitored by a video surveillance system maintained by the Operator.
- 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") (the Parking Service and the Car Wash Service as "the 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.
- 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.

3. ORDERING THE PARKING SERVICE AND CAR WASH

- 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 Car Wash Service shall be placed via the designated order form on the Website, selecting the type and scope of the Car Wash Service. The Customer acknowledges that the Car Wash Service will be provided before the Customer's vehicle is parked at the parking spot. (The order of the Parking Service and the Car Wash Service 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 Car Wash Service, under these Terms and Conditions (hereinafter "**the Agreement**") shall be concluded when the Customer pays the Price via the Web Interface.
- 3.6. From the moment the Agreement is executed, the Customer becomes entitled to be assigned a parking sport pursuant to the Agreement. From the moment the Agreement is executed, the Customer becomes entitled to receive the Car Wash Service pursuant to the Agreement, should such Service be a part of the Order.

4. THE PRICE OF THE PARKING SERVICE

- 4.1. The Price of the Parking Service shall be stipulated based on the Parking Duration 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 Car Wash Service 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. The Price shall always be stipulated according to the Pricelist currently in force, as posted on the Website.
- 4.3. The order form includes an application designed to accept payment of the Price for the Parking Service as well as for the Car Wash Service. 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 Car Wash Service, the application shows the total price for the Parking Service and the Car Wash Service 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 or the Car Wash Service by accessing it. The final price of the Parking Service or the Car Wash Service shall be subsequently stipulated based on the Operator's applicable price list 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 exclusively by a payment card using the payment gateway displayed to the Customer right after completing their Order on the Website (hereinafter "**the Payment Gateway**").
- 4.6. The Seller 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 "ZAPLATIT" ("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 Web Interface. 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, these costs being charged at the basic rate.

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.

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 Car Wash Service 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 CAR WASH SERVICE CONDITIONS

8.1. The Operator accepts the vehicle for the provision of the Car Wash Service based on a handover certificate which shall contain detailed information about the vehicle, state of the vehicle and description of any damages to the vehicle. The handover certificate may contain photographic documentation, made by an authorized employee of the Operator, documenting the state of the vehicle at the time of its handover. The Customer and the Operator confirm the accuracy of the information stated in the handover certificate with their signatures. The Customer is obliged provide the Operator with any other information necessary for the provision of the Car Wash Service. The Customer provides the Operator with his or her signature of the handover certificate, car keys and vehicle documentation.

8.2. The Provider undertakes to perform the Car Wash Service 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 will take over the vehicle after the provision the Car Wash Service, or after the expiration of the Parking Period, from an authorized employee of the Operator. The return of the vehicle to the Customer occurs at the moment of handing over the car keys back to the Customer and signing the handover certificate, where the Customer confirms that the vehicle was handed back to him or her without any defects and damage caused 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. Subsequent claims will not be taken into account. 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.

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 – Luboš Řádek, email address: dpo@prg.aero.cz

11. THE LAWFUL RIGHT TO WITHDRAW FROM THE AGREEMENT

- 11.1. Pursuant to the provisions of Section 1829 (1) of the Civil Code, the Customer is entitled to withdraw from a concluded agreement within fourteen (14) days of the conclusion of the Agreement. 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. 10.1 of these Terms and Conditions, the Agreement is annulled from the outset.
- 11.3. If, pursuant to Art. 10.1 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. 10.1 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. Anytime until the moment when the Customer begins using the Parking Service, the Operator is entitled to withdraw from the Agreement. In such a case, the Operator shall refund the Price to the Customer without undue delay, by wire transfer to the account stipulated by the Customer.
- 11.6. In accordance with Section 1823 of the Civil Code, the Customer hereby expressly asks the Operator and consents that if the commencement and further provision of the ordered Services happen during the withdrawal period, the Operator shall commence and continue the provision of the Services already within this period. With respect to this express request and consent, the Customer acknowledges that, in accordance with Section 1837(a) of the Civil

Code, the Customer shall not have the right to withdraw from the Agreement in such an event. In accordance with the cited provision of §1837 (a) of the Civil Code, the Operator informs the Customer prior to the conclusion of the Contract that in cases under this paragraph 11.6, i.e. in cases where the Services have been performed with the express consent of the Customer prior to the expiration of the withdrawal period, the Customer cannot withdraw from the Contract.

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. 10.1 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. 9.1 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. 11.1 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. If the Customer follows the procedure set out in Art. 12.2 of these Terms and Conditions when withdrawing from the Agreement, in particular, if he or she provides any required data to the Operator and if they send the notice of withdrawal to the stipulated address, the Operator shall refund to the Customer the paid Price, after subtracting a fixed fee of CZK 250 to cover the Operator's administrative costs incurred in relation to the processing and cancelling 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. 11.1 of these Terms and Conditions.
- 12.5. If the price is less than CZK 250, the fixed fee for cancelling the Order shall be subtracted from the amount of the Price paid by the Customer. In such a case, the Customer is therefore not entitled to a refund of the Price, even though they had submitted a valid withdrawal from the Agreement pursuant to Art. 12.1 of these 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. 10 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.

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 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 pursuant to the Pricelist. 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. The Operator is not bound by any codes of conduct towards the Customer within the meaning of Section 1826 (1) e) of the Civil Code.
- 14.2. Consumer (Customer) complaint management is ensured by the Operator at the following e-mail address: parking@prg.aero. The Operator shall send information about the handling of the complaint to the Customer's e-mail address.
- 14.3. 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.

- 14.4. The Customer hereby assumes the risk of changes of circumstances within the meaning of Section 1765 (2) of the Civil Code.
- 14.5. 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.
- 14.6. If no parking space is made available for the Customer within 30 minutes of the agreed-to start of the Parking Duration due to an unexpected breakdown in the electronic system, another technical problem on the part of the Operator, an administrative error made by the Operator or a situation that has arisen due to exceptional circumstances, the Customer shall be entitled to withdraw from the Agreement and require the refund of the Price or the provision of alternative performance, i.e. Parking Services at the time of the Customer's choice, if the Operator has spare capacity available at such time. Parking services thus provided shall not exceed the length of the period of the Parking Service pursuant to the original Agreement.
- 14.7. The Customer is obliged to claim the refund of the Price pursuant to art. 13.6 of these Terms and Conditions at the Operator's Parking Facility Control Room in the building PC COMFORT (Aviatická 1082/8, Praha 6) or at the following phone number: 220 114 022 immediately after not being granted a parking space.
- 14.8. 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.
- 14.9. 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. 14.3.

- 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. The following form an integral part of these Terms and Conditions:
- 16.5.1. Annex No. 1: Sample Form for Withdrawal from 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.

Rules for the Provision of the Fast Track Service at the security checkpoints in Terminal 2 at Prague/Ruzyně Airport (“Rules”)

I. Service Specification

The Fast Track Service includes

- the option of priority check-in at security checkpoints of chosen passengers travelling withing countries of the Schengen Area from Terminal 2.

The Fast Track Service:

- Is an option of a priority check-in of chosen passengers over those passengers who do not use the Fast Track Service. By providing the Fast Track Service, the Provider does not guarantee the Customer any minimum time limit for check-in or security check, if the smooth operation of the security check is impacted by an extraordinary event concerning the safety of civil aviation. The Customer, or the User, of the Fast Track Service is responsible for choosing such a time slot that enables him or her to board an aircraft sufficiently in advance. The Provider is in no way responsible for any damage caused in connection with the choice of the time slot. The Fast Track Service is considered to be provided and fulfilled at the time of commencement of the time slot chosen by the Customer. If the Fast Track Service is ordered online or via kiosk during the chosen time slot, due to technical reasons it is not possible to use it pushchairs, wheelchairs and other luggage with other dimensions than those of standard cabin luggage with maximum dimensions set by individual airlines.

The Fast Track Service is provided:

- at the security checkpoints in the Departure Hall of Terminal 2 (centralized security checkpoints). There is a special lane with a “FAST TRACK” sign. The Fast Track Service is provided for single use during the chosen time slot purchased for a specific time and date.

II. Booking

In case of availability of the chosen time slot, the Fast Track Service can be booked using a form at the website of the Provider www.aeroparking.cz, www.prg.aero or directly at <https://booking.prg.aero/en/> or using some of the kiosk located at Terminal 2 (no later than ten (10) minutes prior to the expiration of the chosen time slot of the Fast Track Service) or at the Raiffeisenbank Lounge reception desk located in the public area of Terminal 2 (no later than thirty (30) minutes before the beginning of the chosen time slot of the Fast Track Service).

Online booking

The Customer chooses a specific time slot of the Fast Track Service from time slots available on the website of the Provider www.prg.aero, www.aeroparking.cz or directly at <https://booking.prg.aero/en/>, and enters the following information:

- Name and surname
- Postal code
- E-mail

- Phone number
- Number of persons
- Purpose of travel (leisure/business)
- Flight number

If the Customer chooses “business” as the purpose of travel, he or she shall enter the following information for billing purposes:

- Company name
- Company registration number
- Company ID number
- Address

Booking at the kiosk

At the kiosk, the Customer enters the number of persons and chooses a specific time slot of the Fast Track Service from available time slots. After scanning individual boarding passes, the names and surnames with the number of departing flights will be loaded.

Booking at the reception desk of the Raiffeisenbank Lounge

Opening hours: Mo – Sun 5:00 AM – 10:00 PM

The Customer chooses a specific time slot of the Fast Track Service from available time slots and enters the following information:

- Name and surname / company name
- Address
- Company name and company VAT number (if applicable)
- Number of persons

If the Customer places the order via the on-line form on the website of the Provider or at the kiosk, he or she may check and amend the information entered prior to placing the order, including the possibility to detect and correct any mistakes made while entering the information into the Order. By clicking on the button “SEND” or “BOOK”, the Customer places the order. The Provider considers the information given in the order to be correct.

After being accepted by the Provider, the order of the Fast Track Service becomes a legally binding contract within the meaning of Act No. 89/2012 Sb., Civil Code, as amended.

Following the payment for the Fast Track Service, the Provider confirms the acceptance of the proposal by sending the Customer a QR code. If the order is placed online, the QR code will be sent to the Customer’s e-mail address provided by the Customer in the order form. If the order is placed at the kiosk, the QR code will be uploaded directly onto the boarding pass and the Customer will receive the QR code in paper form at the kiosk as well. If the Customer orders the Fast Track Service at the reception desk of the Raiffeisenbank Lounge, he or she will receive the QR code in paper form.

The Provider warns that if the QR code in paper form is lost or damaged, the Customer

may not be provided with the QR code once again.

The Agreement is concluded for a fixed period, i.e. the period of provision of the services specified in the Agreement and the rights and obligations resulting therefrom, and shall be concluded exclusively under these Rules.

Ways of using the Fast Track Service:

- Following payment, the Customer will receive the QR code.
- The Customer follows the signs in the Departure Hall of Terminal 2 that will lead him or her to the centralized security checkpoint. There is a private lane with a "FAST TRACK" sign.
- At the boarding gate, the Customer scans his or her boarding pass and then the Fast Track QR code (in paper or electronic (on-line form) and proceeds to the security check.
- The Customer must arrive at the security check during the chosen time slot, but no more than 5 (five) minutes before its end.

III. Price list and payment terms

Price of the Fast Track Service:

150 CZK / person (regardless of age)

Payment terms:

The quoted price is inclusive of the relevant VAT.

The price may be paid in CZK:

- By payment card (if the Fast Track Service is ordered via the on-line form or at the kiosk in Terminal 2)
- In cash at the reception desk of the Raiffeisenbank Lounge (if the Fast Track Service is ordered personally at the reception desk of the Raiffeisenbank Lounge).

The Provider shall issue a tax document for the taxable performance pursuant to applicable laws and regulations, in particular to Act No. 235/2004 Sb., On Value Added Tax, as amended. The date of the taxable performance shall be deemed the day of using the Service or the date of issuance of the invoice, or the day when the payment is credited to the account of the Provider, whichever is earlier.

- in case of contractual partners who entered into a written Agreement on the Provision of the Fast Track Service on Václav Havel Airport Prague, based on an invoice (tax document) issued by the Provider and sent to the Customer via e-mail to an e-mail address provided by the Customer.

The invoice – tax document is payable within seventeen (17) days since its issuance to the Customer. The claim shall be settled after credited to the Provider's bank account. Should the maturity date be Saturday, Sunday, non-working day in accordance with the valid and effective laws and regulations of the Czech Republic or 31 December or a

non-working day under to the provisions of Act No. 284/2009 Sb., on Payment Transactions, as amended, the maturity date will be postponed to the nearest previous working day. The date of the taxable performance shall be deemed the day of using the Service or the day of issuance of the invoice, whichever is earlier.

Should the Customer choose to pay through the payment card, he or she will be redirected to a third-party payment gateway (a server) after placing the order where he or she will fill out the necessary payment details. Once they are verified, the order will be confirmed and the price for the Fast Track

Service will be deducted from the Customer's bank account.

IV. Information on Processing of Personal Data

The Provider informs the Customer as the data subject in accordance with Article 13 of the 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 as "GDPR"), on the processing of his or her personal data:

Purpose of personal data processing:

The personal data are obtained directly from the Customer at the moment of the sending of the form. The Controller agrees to process accurate personal data solely for the purpose of:

- Performance of the Agreement [in accordance with Article 6 (1) (b) of the GDPR Regulation] and its subsequent performance, including settling potential claims of the Customer resulting from defective performance. It is also necessary to process the Customer's personal data for the purpose of compliance with legal obligations that apply to the controller. The controller shall have the obligation to fulfill the legal obligations arising from the regulations governing the rights and obligations with regard to consumer rights and bookkeeping. The provision of the Customer's personal data to the controller is justified by the identification of the contracting parties necessary for the conclusion and performance of the Agreement (contractual requirement), which would not be possible if the data were not provided. The Customer's failure to provide personal data may result in the nonperformance or termination of the performance of the Agreement by the Controller.

The Controller agrees that it will not process the personal data in a manner that is incompatible with the above-specified purpose.

Scope of personal data

The Controller agrees to process personal data only to the scope necessary for the above-specified purpose for which the data are processed. The scope of personal data

is set in Art. II of the Rules.

Personal data processing period

The Controller agrees to process the personal data which it processes for the above-specified purpose for the period of 5 years since receiving the data from the Customer. The Controller is obliged to retain the personal data in compliance with all generally applicable legal regulations, specifically pursuant to Act No. 235/2004 Sb., on Value Added Tax. After the expiration of this period, the Controller must destroy the Personal Data.

Categories of recipients of personal data and transfer of Personal Data

The Controller declares that the personal data shall only be made accessible to those employees of the Controller who are bound by the non-disclosure obligation in relation to these data as well as the security measures the disclosure of which would jeopardize the safety of these personal data. The

Controller also declares that it will not transfer the personal data to any third country or any international organization.

Automated decision-making

Automated decision-making or profiling under Article 22 of GDPR shall not be used during the processing of the Applicant's Personal Data.

Rights of the data subject

The Controller informs the Customer on his or her rights ensuing from the GDPR, particularly:

- 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);
- 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, Prague 7.

Data protection officer

The Controller gives the Customer the contact information of the data protection officer pursuant to 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 – Luboš Řádek, email address: dpo@prg.aero.cz

V. Termination of the Agreement

Shall the Customer repeatedly fail to fulfill his or her obligations stipulated in these Rules, the Provider is entitled to withdraw from the Agreement. The withdrawal shall become effective upon the delivery of the written notification to the other party.

VI. Consumer rights

The provisions of this Article govern the contractual relationship between the Customer as a consumer, meaning any individual who, outside his trade, business or profession, enters into a contract with the Provider as an entrepreneur or has other dealings with him (hereinafter the "**Client - consumer**").

Consent. The Customer - consumer gives his or her consent for the use of means of communication at a distance when concluding the Agreement. The Customer requests that the Provider shall begin the performance of the Agreement before the end of the time limit for withdrawal from the Agreement.

Costs. Costs incurred by the Customer - consumer as the result of the use of means of communication at a distance relating to the conclusion of the Agreement shall be paid for by the Customer - consumer himself or herself. These costs are no different than the standard tariff price.

Withdrawal. In accordance with Section 1892 (1) of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter the "**Civil Code**"), the Customer - consumer has the right to withdraw from the Agreement within 14 days from the conclusion of the Agreement without giving any reason where a distance contract has been concluded. The Customer - consumer shall send the notification of withdrawal from the Agreement to the Provider within 14 days from the conclusion of the Agreement. To withdraw from an agreement concluded online, the Customer - consumer may use the online form for the withdrawal from a contract available on the website of the Provider: www.prg.aero or the Provider's template form in Annex 1 of these Rules which shall be sent to the e-mail address of the Provider: fasttrack@prg.aero. To withdraw from a contract concluded at the kiosk, the Customer - consumer may use the Provider's template form in Annex 1 of these Rules which shall be filled out and submitted in paper form at the reception desk of the

Raiffeisenbank Lounge (during the opening hours: Mon – Sun, 5:00 AM – 10:00 PM).

If the Customer – consumer withdraws from the Agreement pursuant to this Article, the Contract shall be cancelled with effect from the beginning.

The Customer - consumer may not withdraw from the Agreement where the Fast Track Service has already been provided by the Provider at the express request of the Customer - consumer before the end of the time limit for withdrawal from the Agreement.

If the Customer - consumer withdraws from the Agreement pursuant to this Article, the Provider shall return the Customer - consumer the Price received from him or her no later than 14 days after the withdrawal from the Agreement by the Customer - consumer into the account provided for this purpose by the Customer - consumer or into the account from which the Price was paid. The Provider may return the Price in another way only with the consent of the Customer - consumer and only if the Customer - consumer incurs no additional costs thereby.

Settlement of complaints. The settlement of complaints lodged by the Customer - consumer is conducted by the Provider via the e-mail address: stiznosti@prg.aero. Information regarding the settlement of complaints lodged by the Customer - consumer shall be provided to the e-mail address of the Customer - consumer that he or she has provided when placing the order of the Fast Track Service or to the e-mail address he or she used to lodge the complaint.

Authorization, inspection, supervision. The Provider has the authorization to operate the Fast Track Service on the basis of a trade license. The trade inspection shall be carried out by a competent trade licensing office within the scope of its competence. The supervision over the protection of personal data shall be exercised by the Office for Personal Data Protection. The supervision of compliance with Act No. 634/1992 Sb., on consumer protection, as subsequently amended, shall be exercised among other things by the Czech Trade Inspection Authority to the defined extent.

Other information provided:

The concluded Agreement including these Rules is electronically-stored by the Provider and is not accessible.

The individual technical steps taken to conclude this Agreement, including the possibility to detect and correct mistakes made when filling out the information, are specified in Article III above.

These Rules are drawn up and the Agreement may be drawn up and concluded in the Czech, English, German, Italian, and French language.

In relation to the Customer - consumer, the Provider is not bound by any code of conduct. The Provider voluntarily follows the Code of Conduct and Ethical Principles that are freely accessible on the website of the Provider: www.prg.aero.

These Rules are in accordance with the information provided to the Customer - consumer prior to the conclusion of the Agreement. This information is included in the Rules and cannot be modified.

VII. Final provisions

The Agreement becomes valid and effective once the Customer's order of the Fast Track Service is accepted by Provider (the Customer receives the QR code).

These Rules and the Agreement concluded on their basis are subject to the law of the Czech Republic, particularly relevant provisions of the Civil Code.

The contact details of the Provider are as follows: the shipping address: Letiště Praha, a. s., K letišti 1019/6, 161 00 Prague 6, the e-mail address: fasttrack@prg.aero, phone number: +420 220 113 806.

The Customer will receive e-mails to the e-mail address he or she entered when ordering the Fast Track Service.

These Rules constitute an integral part of the Agreement. The Provider may change their wording at any time.

An integral part of these Rules is Annex No. 1 - **Sample form for withdrawal from the Agreement.**

Annex No. 1 to the document “Rules regarding Fast Track service at the security checkpoints Terminal 2 at Prague/Ruzyně airport”

Sample form Withdrawal from the Agreement on the provision of the Fast Track Service

Notification of withdrawal from the contract

Recipient:
Letiště Praha, a.s.
K Letišti 6/1019
160 00, Prague 6

I announce that I hereby withdraw from the Agreement.

The date of conclusion of the contract:

Booking number or ID number(s):

Name and surname of the Customer:

Customer's address:

Account to which the Price for the Fast Track Service shall be repaid (if the Price was paid in cash at the reception desk of the Raiffeisenbank Lounge or if the Price shall be repaid to a different account than from which the Price for the Fast Track Service was paid)

Bank account:

Bank account / bank code:

IBAN:

SWIFT (BIC)

I hereby declare that I have not used the Fast Track Service which is the subject of the Agreement.

Date:

Signature:

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 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 11:30 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.

Raiffeisenbank 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 Raiffeisenbank 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 Raiffeisenbank 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.

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 Raiffeisenbank Lounge Services

The order for the MasterCard Lounge, the ERSTE Premier Lounge and the Raiffeisenbank 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 Raiffeisenbank Lounge Services in conjunction with the Private Check-in Service

The order for the Raiffeisenbank Lounge Services in conjunction with the Private Check-in Service 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 Raiffeisenbank Lounge Services and the Private Check-in Service.

The order for the Raiffeisenbank Lounge Services in conjunction with the Private Check-in Service 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 Raiffeisenbank Lounge Services in conjunction with the Private Check-in Service, 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 Raiffeisenbank Lounge in conjunction with the Private Check-in Service, 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 Raiffeisenbank Lounge Services and the Private Check-in Service. 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 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 "ODESLAT" ("SEND") 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 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 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 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 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

Raiffeisenbank Lounge:

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

Raiffeisenbank Lounge + Private Check-in Service:

Telephone: + 420 220 115 909
E-mail: raiffeisenbanklounge@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 and the Private Check-in Service

MasterCard Lounge	720 CZK / 1 person
ERSTE Premier Lounge	720 CZK / 1 person
Raiffeisenbank Lounge	850 CZK / 1 person

Raiffeisenbank Lounge + Private Check-in Service

- 1 999 CZK / 1 person**
- 2 699 CZK / 2 persons**
- 3 999 CZK / 3 persons (2 adults + 1 child under 14 years)**
- 4 699 CZK / 4 persons (2 adults + 2 children under 14 years)**

Free for children under 3 years accompanied by an adult.

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

AeroRooms

Hotel room – from 8:00 a.m. to 6:00 p.m.

- 1 999 CZK / room (max. 2 persons) for 6–12-hour-long stay**
- 999 CZK / room (max. 2 persons) for 1–6-hour-long stay**
- 999 CZK / each additional adult in the room**
- 399 CZK / each additional child under 15 years**

Hotel room – from 6:00 p.m. to 8:00 a.m.

- 1 999 CZK / room (max. 2 persons) for 1–12-hour-long stay**
- 999 CZK / each additional adult in the room**
- 399 CZK / each additional child under 15 years**

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, Raiffeisenbank Lounge + Private Check-in Service)

- 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 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 Raiffeisenbank Lounge Services in conjunction with the Private Check-in Service no later than 12 hours before the booked time of arrival at the Raiffeisenbank 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 Raiffeisenbank Lounge Services in conjunction with the Private Check-in Service or the AeroRooms Services, the Client will be charged a contractual penalty – a cancellation fee – 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 Raiffeisenbank Lounge Services in conjunction with the Private Check-in Service or the AeroRooms Services, the Client will be charged a contractual penalty – a cancellation fee – 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 cancellation fees – 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.

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, Luboš Řádek, 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 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.

Complaint Handling. Complaints lodged by the Client-consumer are handled by the Provider via the following e-mail address: 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 and the AeroRooms Services.

Authorization, Inspection, Supervision. The Provider has authorization to provide the Lounge Services, the Private Check-in Service 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.

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.

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

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: