

GENERAL BUSINESS CONDITIONS

Click2Claim Ltd., with headquarters at Praha, Jičínská 1748/5, Postal Code: 130 00, identification number: 28791215, the company is registered in the Commercial Registrar held at the Municipal Court in Prague, Department C, File 218874

Click2Claim Ltd. contact information:

- www.click2claim.eu
- info@click2claim.eu
- The office address of Click2Claim Ltd. is registered in the Commercial Registrar.

1. The Subject of the General Business Conditions

1.1. These general business conditions (hereinafter only **GBC**) of Click2Claim Ltd., (hereinafter only **Click**) amend the mutual rights and responsibilities of Click on the one hand and of the clients, Contractual Partners and other Click subjects (hereinafter only **Contractual Partner**) on the other hand, whose mutually signed contract (hereinafter only **Contract**) refer to these GBC.

1.2. Click especially ensures claims for the compensation for damages or other claims which the Traveler is entitled to according to the Regulation of the European Parliament and Regulation(EU) No. 261/2004 in its valid version and further entitlements from coach, rail, tractor/trailer, and marine transport (hereinafter only **claims or compensation**). Click collects compensation from those companies responsible, especially air, coach, automobile and marine transport carriers (hereinafter only **Debtor**).

1.3. Where GBC mentions physical individuals, it is understood as **Travelers** and vice versa. A Traveler can only be a physical individual.

1.4. The rights and responsibilities differently amended in the Contract closed between Click on the one hand and a Contractual Partner on the other hand have precedence over these GBC.

1.5. The rights and responsibilities resulting from these GBC apply to all Contractual Partners, if it is not clear from the GBC that the given provisions apply only to a specific group of Contractual Partners (as is particularly the consumer and entrepreneur according to the Commercial Law).

1.6. If the Contractual Partner is the consumer, in the sense of the Civil Law and by the special legal regulation, the rights and responsibilities of the Contractual Parties from the Contract, as well as from Law No. 634/1992 Coll. about Consumer Protection in its valid version (hereinafter only Consumer) apply.

2. Process of Closing the Contract

2.1. A Contract between Click and a Contractual Partner can be closed as follows:

- a) In document form, when both Contractual Parties sign it,
- b) The signing of the Contract by the Contractual Partner and sending a signed, scanned copy of the Contract to Click's email address; the Contract is valid once

Click signs the scanned copy and returns it to the email address of the Contractual Partner from where it was originally sent, or

c) By means of a registered Form or by means of information filled in when requesting compensation (hereinafter only Form), which is made available at www.click2claim.eu, when the Contractual Partner fills in all required information in the Form and sends this Form to Click. The Contract is closed once Click confirms the receipt of the information completed in the Form and confirms that he accepts the offer of the Contractual Partner. Click is to send this confirmation to the Contractual Partner's email address as it is stated in the form when it was delivered to Click. If the Contractual Partner is a physical individual requesting compensation, the Contract is closed once the Contractual Partner receives an email with the Order Contract together with the Price List, when the Order Contract contains information stated by the Contractual Partner within the Form.

The Contractual Partner is obliged to provide Click with only truthful information. Click will consider the information as truthful, unless it is completely obvious that it is dealing with untruthful information. In the event that untruthful information is given, the Contractual Partner is obliged to pay Click a Contractual Fine in the amount of CZK 5 000 (or this amount corresponding to the equivalent in EURO). Paying the Contractual Fine does not affect Click's right to request for compensation of damages incurred to him as a result of this. This obligation of the Contractual Partner to provide truthful information, including the Contractual Fine, applies to the entire period of cooperation between Click and the Contractual Partner.

2.2. The Contractual Partner is explicitly giving Click consent that once a Contract between him and Click is closed, Click is authorized to begin with providing Services as per the Contract, without any further legal actions of the Contractual Partner.

2.3. The Contractual Partner is aware of the fact that Click is not obliged to close a Contract with him, without providing a reason.

3. Validity Period of the Contract

3.1. The Contract between Click and the Contractual Partner is valid for an indefinite period of time, unless otherwise explicitly stated in the Contract.

4. User Account

4.1. Click is authorized to open a User Account for the Contractual Partner, where the Contractual Partner will especially be able to do the following:

- a) Be continuously informed about the resolution phase of his case / cases,
- b) Submit requests to Click for the ensuring of claims,

4.2. When available, Click will send essential access information (especially the user name and password) to the User's Account, to the Contractual Partner's email address, as stated, given that the User's Account is set to start on the day the Contractual Partner first signs in, using the access information he has received.

4.3. Access to the User Account is secured by a user name and password. The Contractual Partner is obliged to maintain confidentiality about the information necessary for accessing his User Account and not to share this information with any third party. Simultaneously, the Contractual Partner is aware of the fact that Click is not responsible for a breach of the above mentioned obligation. Simultaneously, the Contractual Partner is obliged to secure access information to the User Account in such a manner so as to prevent a third party from freely accessing it.

4.4. The Contractual Party is not authorized to enable a third party to use the User Account.

4.5. If there are changes to the personal information, the Contractual Partner is obliged to immediately update these changes in the User Account. Changes to information about the Contractual Partner are effective for Click once they are changed in the User's Account.

4.6. The Contractual Partner is aware of the fact that the User Account does not have to be accessible continuously, especially with regard to necessary maintenance of the Click system. The Contractual Partner is not authorized to request access to the User's Account, regardless of the length of time the User Account is inaccessible. The above mentioned is valid even for cases where not all elements of the User Account are accessible (functional).

4.7. Click is obliged to assist the Contractual Partner to use the User Account, given that this assistance will be provided by means of email communication. In the event that the Contractual Partner will not be able to set up especially the User Account, hardware or software properly, based on Click's instructions, this complication is solely the problem of the Contractual Partner and Click does not bear any responsibility for this. Click is not obliged to ensure technical support to the Contractual Partner at his expense.

5. Types of Programs for Contractual Partners (hereinafter only Services or Program)

A summary of Programs is given, which individual Contractual Partners can ensure at Click, especially by the means of business representatives, employees, Click intermediaries at www.click2claim.eu or by the means of the User Account.

The content and range of individual Programs is both stated in these GBC and is also available at www.click2claim.eu, where the Contractual Partner can familiarize himself in more detail with it.

5.1. Retail (Individual Traveler)

An offer of Services for Travelers is available at www.click2claim.eu or www.claimnow.sk.

5.2. Travel Agency (hereinafter only TA)

5.2.1. Travel Asistent Program

Within this Program the TA is obliged to sell Vouchers (Point 15 of the GBC) which are to be used for C2C Services, for the negotiated price. The TA is obliged to familiarize the Traveler with the principles, conditions of the Click Services provided, the Click Price List and the wording of the Order Contract when selling these Vouchers. The TA is simultaneously obliged to enable the Traveler access to www.click2claim.eu, if it is for payment.

5.2.2. Travel Year Back Program

In this Program, by the means of the TA or alone, the Traveler can turn to Click, sign the Contractual documents and within this Program demand claims from the debtor incurred as a result of irregularities in transportation within up to 24 months consecutive months, and according to the updated Price List, under better price conditions.

5.2.3. Standard Travel Program

5.2.3.1. The TA is authorized to submit a request for compensation by the means of its User Account on behalf of the Traveler, who is affected by irregularities in transportation without participating in the Travel Assistant Program or the Year Back Travel Program, under the negotiated price conditions and to further administer this compensation on behalf of the Traveler.

5.2.3.2. The TA is authorized to submit a request for compensation by the means of its User Account and establish the request on behalf of the Traveler; however, the Traveler then fills out and sends the request for compensation into the Click system alone and based on the updated price conditions. An Order Contract will be closed with the Traveler based on the submitted request.

5.3. The content and payment (price) for Click Services provided to Contractual Partners are stated especially in the related Contract closed between Click and the Contractual Partner. Regarding payments (prices), unless otherwise stated in the Contract, Click is at least entitled to a payment comprised of: a) a service fee in the amount of CZK 550 incl.VAT (for one compensation collected from the Debtor) and further b) from the total in the amount of 25% from the collected fulfillment of the Debtor for the Contractual Partner; or non-financial settlement collected by the Contractual Partner from the Debtor, but a tangible settlement (for example, free of charge airfare), in which case, Click is entitled to a total in the amount of CZK 500 incl. VAT per person, however, at least CZK 1000 incl. VAT. If the Contractual Partner has the possibility to choose between financial and non-financial settlement and the Contractual Partner chooses the non-financial settlement, Click is entitled to a percentage of the payment from the financial settlement allowance, according to the Order Contract. If the Client accepts non-financial payment or a partial financial payment, Click is entitled to a payment which is calculated from the total amount of the requested compensation.

5.4. The Mandatory recompense does not include any fee charged by the banks to the bank operations connected to the financial settlement of the payments, such as charge for outgoing/incoming payment, currency conversion etc. These fees are charged by third person (the bank), have no relationship to the Mandatory's activities and could be charged to the Principal.

6. Using Services by the Contractual Partner

6.1. Services provided by Click are intended exclusively for Contractual Partners. The Contractual Partner is not authorized to give the use of these Services to a third party. If this obligation is breached, the Contractual Partner will pay Click a Contractual Fine in the amount of CZK 50 000 (or the amount corresponding to the equivalent in EURO), if it is concerning the consumer. If it is concerning an entrepreneur, as according to the Commercial Law, then the Contractual Fine is in the amount of CZK 50 000 (or this amount corresponding to the equivalent in EURO). The payment of the Contractual Fine does not affect Click's right to request compensation of damages incurred as a result of this.

7. Click Reward and Payment Conditions

7.1. Based on the Contract, the GBC (hereinafter only Activities of Click), Click is entitled to payment for the Activities it provides to Contractual Partners in the amount which is mentioned in the Contract or in the GBC. A summary of Click's possible payments are available on the web pages of Click.

7.2. Payment for the Activities of Click provided to Contractual Partners is payable in the period and under the conditions stated in the Contract. Unless otherwise agreed upon by the Contractual Parties in the Contract, it applies that payment is due on the day when the Debtor's settlement will be provided to Click. Click is authorized to keep an amount from the Debtor's settled payment, which corresponds to his payment according to the Contract or the GBC and is obliged to send the remaining amount to the Contractual Partner within 10 (ten) workdays from the day he obtains the Debtor's payment. If the Debtor's payment is provided directly to the Contractual Partner, he is obliged to pay Click within 5 (five) calendar days from the day he obtains the settlement at the latest, into bank account no. 43-7080170297/0100 (EURO) held at the Commercial Bank, Corp. IBAN CZ7901000000437080170297, or into bank account no. 43-7080330297/0100 (CZK) held at the Commercial Bank, Corp.

7.3. If a monthly lump sum, quarterly, semi-annual or annual payment is agreed upon between Click and the Contractual Partner for the Activities of Click in favor of Click, this payment is always payable on the 25th day of the month which precedes the related period for which the amount is paid. Click sends a notification to the Contractual Partner to his electronic email address. Click is not liable for the actual receipt of this notification. A tax receipt is sent to the Contractual Partner in the same way.

7.4. If there is a delay of payment from the Contractual Partner for whatever amount according to the Contract, the GBC, he is neither entitled to a possible discount in the price for the Activities of Click; Click is also authorized to limit or suspend the provided Activities of Click, including the possibility of making the User's Account inaccessible.

7.5. If the Contractual Partner is in delay of payment of whatever amount to Click, Click is entitled to a legal interest from the delay, if it is regarding the consumer. If it is regarding an entrepreneur, Click is entitled to interest in the amount of 0.1% of the owed amount for every day in delay.

7.6. The Contractual Partner is obliged to make payments in accordance with Click's instructions and if a payment is made by a bank transfer, it is sent together with the variable symbol of the payment. If a payment is made by a bank transfer, the payment is made on the day it is credited into Click's account. If a payment is made by cash, payment is made once Click takes over the money.

8. Sending Business Correspondence

8.1. In accordance with provision section (§) 7 Law No. 480/2004 Coll. about Some Services of Information Companies in its valid version, the Contractual Partner agrees with receiving information at the Contractual Partner's email address, which is related to the Activities of Click.

8.2. In the event that the Contractual Partner would assume that Click is sending business correspondence, which is in contradiction with the law, he can request Click for an explanation and further demand that Click remove such existing correspondence. According to the previous sentence, if the Contractual Partner's request is found to be legitimate, Click will immediately remove this illegal information.

9. Responsibility of Confidentiality

9.1. The Contractual Partner is aware of the fact that within the Contract he can obtain information from Click which is considered as being confidential. Especially all information which is, or could be, part of Click's business secret; furthermore, methods and procedures on which the Activities of Click are based, and technology ensuring the Activities of Click, are all considered as being confidential.

9.2. The Contractual Partner is obliged to maintain confidentiality regarding confidential information. If it is concerning an entrepreneur, he is also obliged to ensure confidentiality regarding confidential information from his employees, workers, authorized personnel, statutory bodies, and members of statutory bodies, members of the supervisory board, partners and other individuals, who can have access to this information.

9.3. The Contractual Partner cannot, without the written consent of Click, use the confidential information for his own use, for the use by a third party or by the means of a third party.

9.4. When the Contractual Partner breaches the obligation of confidentiality, he is obliged to pay Click a Contractual Fine in the amount of CZK 50 000 (or this amount corresponding to the equivalent in EURO), if it is concerning the consumer. If it is concerning an entrepreneur, according to the Commercial Law, then the Contractual Fine is in the amount of CZK 50 000 (or this amount corresponding to the equivalent in EURO). The payment of the Contractual Fine does not affect Click's right to request compensation for damages incurred as a result of this.

9.5. The provision about confidentiality applies for five (5) years following the termination of the effectiveness of this Contract.

10. Other Rights and Responsibilities of the Contractual Parties

10.1. Click is obliged to proceed with professional care when ensuring the Activities of Click for the Contractual Partner and by his negotiations will take all the necessary actions to collect compensation for the Contractual Partner.

10.2. By the closing of the Contract between Click and the Contractual Partner, no financial entitlement or any other settlement directly from Click arises for the Contractual Partner, apart from the entitlement of settlement, when through Click, the Contractual Partner will collect compensation from the Debtor. Click explicitly states that it is not responsible for the result and it is also admissible that Click will not collect any compensation for the Contractual Partner from the Debtor.

10.3 In the event of litigation to enforce compensation from the debtor, Click is represented by an attorney, with whom Click has entered into an agreement. The Contractual partner shall give power of attorney for representation in litigation to the attorney. Expenses related to the trial (including eventual reimbursement of legal costs on the debtor's side, provided those have been effectually adjudged by the Court) are defined as follow:

a) the court fee (the minimum amount of CZK 1,000) is paid by Click

b) costs associated with legal representation by a lawyer, including all cash expenses lawyer (travel expenses, loss of time, cost of evidence, communication, translations etc.) over the amount of 1000 CZK are paid by Click. Costs up to the amount of CZK 1,000 inclusive, incl. VAT, per person represented, shall be borne by the Contractual party and only in case of successfully settled dispute when the indemnity amount is paid in favour of the Contractual party.

c) exception is the case when the contractual partner requests to start a lawsuit, although the Click does not agree with litigation, and also a situation when the Contractual partner issues a legal instruction to take back the lawsuit and suspend legal enforcement without a reason or accepts an offer outside the legal settlement which does not contain the full compensation of the cost of legal representation. In this case, the participation of the Contractual party to the costs of legal representation and litigation shall be in the amount of CZK 2,500 incl. VAT per one represented person).

d) if a legal dispute recommended by Click has completely failed, resulting cost of legal representation and all litigation costs including eventual reimbursement of legal costs on the debtor's side, are paid by Click.

10.4. The Contractual Partner agrees with the use of distance communication means (especially email) upon closing the Contract. Any possible costs incurred to the Contractual Partner upon using distance communication means in relation to closing the Contract, is paid for by the Contractual Partner himself. The Contractual Parties have explicitly agreed that if they are to communicate by means of distance communication, the decisive information is such as was stated (valid) at the time the Contractual Relationship was closed, unless one of the Contractual Parties did not justifiably notify the other Contractual Party about changes to this information.

10.5. The Contractual Partner cannot especially use the User Account or the Services in such a manner which would unduly limit the other Contractual Partners of Click or in any other manner unduly limit Click.

10.6. In the event of the termination of the effectiveness of this Contract (due to any reason), Click can remove all information (including data) of the Contractual Partner, which has been downloaded into the server and made available to Click.

10.7. In relationship to the Contractual Partners, Click is not obliged by any code of conduct in the sense of provision (§) 53a paragraph 1 of the Civil Law.

10.8. Click is authorized to use the business company, name or the name of the Contractual Partner for marketing or advertising purposes for all types of advertising material (regardless of the type of this advertising material or the form in which this material is shared).

10.9. Click can also ensure all Activities for the Contractual Partner by means of a third party.

10.10. The Contractual Partner is aware that the use of any labels, symbols, words or text made available at www.click2claim.eu, is strictly prohibited. If this obligation is breached, the Contractual Partner is obliged to pay Click a Contractual Fine in the amount of CZK 50 000.

10.11. The Contractual Partner declares that he entered into this Contractual Relationship with Click voluntarily aware that he could claim his entitlements on his own or by the means of other solutions. Click is also not responsible for the fact that the Contractual Partner has entered into a Contractual Relationship with it.

11. The Termination of Contractual Relationships

11.1. The Contract is terminated based on the Parties' agreement, notification, or withdrawal. Further fulfilled purposes and conditions of the Contract for both Contractual Parties are at least the provision of the Debtor's settlement and payment to the Ordered Party.

The Contract without another termination, can be terminated if Click notifies the Contractual Partner by means of email that his claim is classified as non-recoverable.

11.2. The Contractual Parties can terminate the Contract in a period of three (3) calendar months given that the termination period commences from the month following the delivery of the termination to the other Contractual Party. The reason for termination must be stated in the notification.

11.3. The Contractual Parties can withdraw from the Contract only under the following cases:

a) A serious breach of contractual obligations of one party has occurred even when the other Contractual Party warned of this drawback in writing and corrective measures were not taken in due time.

b) The Contractual Partner is in delay of payment.

c) In the event of using distance communication means, the Contractual Partner, who is the consumer, is authorized to withdraw from the Contract in a time period of 14 days from the taking over of the settlement (provision (§) 1829 of the Civil Law), which does not apply when the settlement of a Service from the side of Click has been commenced (provision (§) 1937 8 letter a) of the Civil Law.

11.4. In the event that settlement of the Debtor to the Contractual Partner takes place in a period of one (1) year following the termination of the Contract by the Contractual Partner, Click is entitled to receiving payment under the conditions and scope according to this Contract and / or the GBC. This case does not apply for the withdrawal from this Contract by the consumer according to provision (§) 1837 of the Civil Law.

12. Click's Liability for Damages and the Right of Claims

12.1. The rights and responsibilities of the Contractual Parties regarding Click's liability for damages in Service are governed by the related generally binding legal regulations. If the Contractual Partner is a consumer in the sense of the Civil Law, his right is governed by provision followed by the Civil Law and further by Law No. 634/1992 Coll., about Consumer Protection in its latest version, upon submitting claims.

12.2. For claims, the Contractual Partner is obliged to especially use the Contact Form, which is available at www.click2claim.eu.

12.3. If the Contractual Partner's request is not submitted by means of the Contact Form, the Contractual Partner is entitled to claim his rights resulting from Click's liability for damages in writing to Click's office address or by email. For all Contractual Partners, Click will deal with claims in a period of 30 calendar days and will send a report about the submitted claim to the Contractual Partner on the last day of the stated period, at the latest. The time for completing the claim is not included in this period. During the claim, the Contractual Partner is obliged to provide Click with maximum cooperation. A Contractual Partner, who is not a consumer, is aware of the fact that Click is providing an above-standard Service to him, which does not result from any legal regulation.

12.4. The Contractual Partner is aware of the fact that if the Contractual Partner files a claim for the Services of Click, this has no influence on the obligations of the Contractual Partner to pay for the Activities of Click.

12.5. Costs for the filing of a claim are incurred by the Contractual Partner, if the claim is found to be illegitimate.

13. Sanctions and Contractual Fines

13.1. If the Contractual Partner is in delay of any payment related to the Activities of Click, Click is authorized to suspend or limit the provision of Services, including the possibility to make the Contractual Partner's User's Account inaccessible or cancel it completely.

13.2. According to the GBC, any Contractual Fine is payable upon the written notification of Click. The Contractual Partner is obliged to pay the Contractual Fine in the method and the time period stated in writing in the notification.

14. Protection of Personal Information

14.1. The Contractual Partner is giving Click consent to collect, store, and process personal information, which he, himself, provided to Click or provided by means of a third party to Click in accordance with Law No. 101/2000 Coll., about the Protection of Personal Information. This consent is given for all information provided to Click, for the period of validity and effectiveness of this Contract and further for a period of five (5) years following the day this Contract is terminated.

14.2. The Contractual Partner explicitly declares that if Click also provides personal information to a third party, this information was obtained with the consent of these people together with the consent to provide this information to Click.

14.3. The Contractual Partner declares that all information is complete, truthful and is provided voluntarily.

14.4. The Contractual Partner can request Click to provide him with information regarding the processing of this information. If Click fails to adhere to the Contractual Partner's request, the Contractual Partner has the right to turn directly to the Protection of Personal Information Authority Office.

14.5. All information is collected and processed exclusively for the purpose of ensuring the Activities of Click according to the Contract, the GBC and exclusively also for sending business correspondence. The Contractual Partner also agrees with giving the personal information to other countries, if this is necessary for ensuring his legal claims.

14.6. Click declares that it is a registered administrator of personal information at the Protection of Personal Information Authority Office. The registered information is protected against misuse.

15. Discount Voucher

15.1. Click sells discount vouchers, called Travel Assistant which are used for Services (hereinafter only Voucher), in electronic form. These Vouchers are sold by means of a CK/CA User's Account. After placing the filled in form into the C2C system by means of the User's Account, a Voucher is automatically generated and sent to the email address of the traveler. The Voucher contains at least the following information: the name and surname of the traveler, the date and travel destination, the traveler's and Click2Claim's contact information, the identification number of the Assistant, which serves for administration (processing) of the sold Voucher for the seller and the Assistant's code, which is designated to the traveler for the purposes of the possibility of submitting a request for compensation. Based on this code, the commission for the Click2Claim service is accounted for from the collected fulfillment from the Debtor (compensation) in accordance with the valid Click2Claim price list. The identification number can be the same for more travelers; however, the Assistant code is always unique for every person.

15.2. The Voucher is intended explicitly for specific individuals, whose identification information is stated on these Vouchers and are only intended for one specific transport, which is specified on the Voucher. The Voucher is non-transferrable. The Voucher entitles the Traveler to the use of Services for ensuring one claim from the Debtor. It is not possible to purchase the Voucher on the date of departure on the first leg and later.

15.3. The Voucher offers a discount on the Services of Click. It is not dealing with a deposit for the Services of Click. When the Voucher is not used by the Contractual Partner or by Click, the amount expires in favor of Click as a Contractual Fine for the failure to use it, when the payment made is for an administrative fee character for Services related to the issuing and recording of the Voucher.

16. Mutual and Final Provisions

16.1. The Contractual Parties have explicitly agreed that if communication between the Contractual Parties exist by means of the Internet (email), an electronic signature (certificate), according to a special legal regulation, is not necessary for the validity of legal actions, nor is it necessary to send this correspondence into a data box, according to a special legal regulation.

16.2. All correspondence between Click and the Contractual Partner must be delivered to the other Contractual Party by email or by courier mail by a licensed mail carrier.

16.3. Click is authorized to change or amend the wording of the GBC. By this provision, no right and responsibilities which arose for the period of effectiveness of the previous GBC version is affected.

16.4. The valid wording of the GBC, including the wording of the original GBC, along with the period of validity, will always be made available at www.click2claim.eu.

16.5. These GBC, Contracts and legal relationships related to it are governed by the Law of the Czech Republic. The decisive language is the Czech language.

16.6. All disputes arising from the GBC, Contracts and legal relationships related to it will be decided with final validity at the Arbitrary Court of the Business Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic according to its Orders and Rules by a third arbitrator. The negotiating language will explicitly be the Czech language. The arbitrary court has its office in the capital city of Prague.

For more information about the rules, orders and other details regarding negotiations before an arbitrary court, go to www.soud.cz.

16.7. Without the previous written consent of Click, the Contractual Partner is not authorized to share the rights and responsibilities of this Contract with a third party.

16.8. If any of the GBC provisions become ineffective, they will be replaced by a provision, whose sense is most similar to the invalid provision. The invalidity or ineffectiveness of the provision does not affect the validity of other provisions.

16.9. These GBC provisions are valid and effective from 18.4.2016 and fully replace the GBC provisions which were effective from 2.12.2015.

Click2Claim, s.r.o.

Ing. František Herynk, CEO