

## General Terms and Conditions

### **1. Subject of the contract**

(1) I2M Group s. r. o., with its registration number 53 832 019 and registered address Lermontovova 911/3, 81105 Bratislava - Stare Mesto, Slovakia provides the users of the platform ("Users") with information from the aviation sector about the current supply and demand of Aircrafts, Crew and/or Flights ("Services"). Users are primarily provided with contents of the Transporea in the form of interactive lists in the web-based platform, which eventually serves as a communication tool, as well ("Transporea").

(2) Transporea allows the Users to list their current needs for Services, while the other Users are able to react directly to those. On the contrary, Users who have available Services may list these also so that the counterparts are able to choose these Services without the need of requesting them on their own. This shall speed up the process of arranging the deals between the Users. The lists with Services are designed to give quick, easy to understand and transparent information for both, Users requesting Services and Users offering Services. Furthermore, each Service has a limited time during which is visible in the platform, so that the information is always current.

(3) After a Service is approached by a User, the communication channel or other contact details will be available for finalising all possible details of the deal. Transporea only connects the supply and demand of Services in real time but is not responsible for any failures of delivery of the Service. Hence, the Users have to finalise the usage of the Services on their own by using the communication channel of Transporea.

### **2. Registration**

(1) Users who wish to place their request for Service or their availability of Service must register to do so. Only after completion of the registration process, i.e., providing all necessary information and/or documents and agreeing to General Terms and Conditions of Transporea, the User is considered to have made a successful registration and can start using the platform. Users can check their data again and make corrections, which these will be subject of checks and might be accepted only after providing further verifying documentation and/or information. Transporea sends to User a confirmation e-mail once the registration is successful as well as when there is a successful update of data.

(2) Users must complete the online registration form fully and truthfully. Transporea is entitled, although not required to request appropriate proof of a User's power of representation. If there is a change in Users' data, they must immediately notify Transporea. Transporea reserves the right to refuse to accept the registration or, in the event of providing incorrect data or misuse, to block User access or issue extraordinary notice of termination.

(3) The General Terms and Conditions of Transporea apply exclusively. Transporea does not accept any conflicting or deviating terms or conditions of Users unless Transporea has expressly agreed to their validity in writing. The language of the contract is English. If Transporea issues versions of these terms and conditions in other languages, the English version will override them in the event of contradictions.

(4) Users' registration and contract data will be available online in the platform at any time together with the electronic confirmation of agreed deals, invoices and other necessary information.

### **3. Identification / security**

(1) When registering online, Users choose a password for their personal identification which they can easily change under "My Account" when they log in. The access data consists of the user ID ( User's email address) and the selected password. When approved by Transporea, Users receive access to the secure pages provided by Transporea along with their User ID and password.

(2) Users undertake to ensure that their access data, particularly their password, is adequately protected against unauthorised access by third parties. If Users become aware of a theft of their access data or of some other form of loss or unauthorised access or use of the access data, or if they suspect that an incident such as this could occur, they will immediately notify Transporea and change their password.

(3) Users and third parties are not permitted to log into the platform using the access data of other Users. Users must confirm that they will change their **password** regularly.

### **4. Duration of the contract**

(1) When registering, Users are establishing a contract with Transporea. The duration of the contract is for unlimited period.

(2) Users have the right to cancel their contract without notice at any time within one month of concluding the contract without incurring any costs, given that all obligations towards Transporea, such as outstanding invoices for used Service, are settled.

(3) Transporea reserves the right to block the User's access immediately should the behaviour of the User indicate violation of the contract. Transporea reserves the right to block the User and to terminate the contract without notice.

(4) Notice of cancellation can be given in writing via e-mail from the registered e-mail address. Once the contract is cancelled, the right to access the platform is also terminated.

## **5. Subscription fees, conditions of payment**

(1) The payment due is determined as a monthly fee for using the platform, fee from the scale of operation and other applicable fees found on the website/platform. Users undertake to pay the due amount without any deductions (in case of wire transfer the bank fees are payable by the User). The prices do not include VAT, apart from where the User is based in Slovakia. All invoices are subject to the Reverse Charge as per the EU Directive 2006/112/EC.

(2) Payment may be made by bank transfer or via debit card or credit card. Unless otherwise agreed, Users receive an e-mail invoice in PDF format to the e-mail address provided on registration. In this way the monthly fee shall be notified to the Users.

(3) The payment is due within 15 business days after the invoice has been issued and sent to the User.

(4) In case of payments for the up-sell services, these payments can be done via debit card or credit card and are due immediately. The invoice shall be sent to the e-mail address provided on registration after the payment has been executed.

(5) It is agreed that the User opts for a service that shall be automatically renewed each month and as such the User's debit card or credit card shall be automatically charged with the respective amount until the User has terminated the service. Transporea will not be held liable for the omission of the User to terminate the service in case it will be no longer required by the User, as the service will have been provided.

(6) If a User has at least one unsettled invoice, Transporea reserves the right to block User access until all receivables are paid. The User will be duly notified about this action. After the User settles all outstanding invoices, Transporea will enable the User for further usage of the platform.

(7) If payment is not made in time, Transporea may charge interest on the outstanding balances of 15 % per annum.

(8) Users are only entitled to offset Transporea claims if their claim is undisputed, or it has been legally established. They may only exercise a right of retention if it is based on the same contractual relationship.

## **6. Rights of use**

(1) Transporea owns the copyright for the platform contents. When the Users download the contents, Users are granted a non-transferrable, non-exclusive right to use them for their own business purposes (they may also be used by their employees), and to download and print them out to this end.

(2) The prior, express written consent of Transporea is required for any other form of copying or dissemination of the contents or for the provision of public access to or processing of same. Without the consent of Transporea, Users are specifically precluded, in whole or in part, from:

- copying the contents or storing them on any type of data media, over and above the download;
- making the contents available in digital form in their own network (Intranet);
- passing the contents on to third parties in any form whatsoever (paper, data media, Internet) or making same available to them (legally independent locations, foreign companies, parent companies and subsidiaries of users are also deemed to be third parties) or
- utilising or modifying the contents in any other way (e.g., translating, processing or reconfiguring them or transferring significant parts of the contents or repeatedly and systematically transferring insignificant parts of the contents to the Users' own databases).

(3) Brands, logos, copyright notices and other property rights notices or other features or notices aimed at identifying Transporea must not be changed or removed (even in copies).

(4) To ensure that the platform is used properly, Transporea is entitled to use technical anti-piracy systems for the contents (for all the content or for certain content only). Electronic watermarks of Transporea applies where necessary to constitute an anti-piracy device which ensures that Users only use the contents in the manner expressly permitted.

## **7. Section Guarantee**

(1) It is the responsibility of Users to ensure that they meet the technical requirements for accessing and opening and displaying the contents, particularly those applying to the required hardware and software and the Internet connection.

(2) Business decisions made on the basis of the contents of the platform are the responsibility of the Users.

(3) In principle, the platform is available to Users at all times. This does not take account of periods of non-availability that are due to planned maintenance work or technical problems for which Transporea is not responsible, e.g., Internet connection from Transporea delivery point or internal technical issues that would cause the platform not to work accurately.

## **8. Liability**

(1) Insofar as not otherwise provided for herein, including the following provisions, Transporea shall be liable according to the relevant statutory provisions in case of a breach of contractual and noncontractual duties.

(2) Transporea shall be liable for damages – irrespective for what legal grounds – in case of wilful intent and gross negligence. With slight negligence, Transporea shall only be liable:

a) for damages from the breach of a material contractual duty (i.e., those duties whose fulfilment is required in order to allow the contract to be duly performed and in relation to which User is entitled to regularly rely on for Services).

b) Any strict liability of Transporea for initial defects existing at the time of the contract conclusion in the web server on which the contents are stored are hereby excluded.

c) The period of limitation for all User claims to compensation or reimbursement is 1 (one) month. The period of limitation commences in accordance with the legal requirements and – in the case of a legally binding maximum period – comes into effect after 6 (six) months from the date on which the claim arose at latest. This does not affect the statutory period of limitations for claims against Transporea arising from wilful or grossly negligent breaches of its duties.

d) The liability and periods of limitation in respect of personal claims or claims made in accordance with the Product Liability Act are not affected by the above provision.

(3) The platform may contain links to other websites and content of third parties. However, Transporea is not responsible for accessibility to these external websites or for their contents, advertising or products. Transporea is not liable for such data, their legality, completeness, accuracy or up-to-date nature, nor is Transporea liable for such being free of any Third Party's intellectual property rights. Transporea is not liable for damages arising from downloading or another use of unchecked harmful data via the Platforms.

(4) Transporea shall not be held liable in cases where any User does not deliver his part of agreed Services, nor will be held responsible to settle any claim by any of the Users to fulfil the Services as per the agreed conditions, nor will act as mediator between the Users.

## **9. Data protection and secrecy**

(1) The required personal data of Users, particularly name, identification document such as Passport or National ID, address, e-mail address, telephone number and/or bank details, are obtained, stored, processed and used solely for the purposes of establishing the contractual relationship, arranging billing of the contract between Transporea and the User and providing the communication channel between the Users in order to facilitate the Services. Other than for these purposes, Transporea does not pass the data on to third parties. Aside from the use already permitted by law, Users' data will only be used for advertising purposes if the user has given prior consent to this effect. Users may object to the use of their data for advertising purposes at any time. For further guidance on the Data protection, please refer to the Privacy Policy.

(2) Transporea uses an external hosting provider to fulfil its contractual obligations. The provider will only have access to the User's personal data in exceptional circumstances (e.g., in the event of technical problems) and only in the context of order data processing carried out under instruction.

(3) All personal data is only stored as long as necessary for the required purpose (completion and billing of the contract). Users undertake to treat all content made available to them as strictly confidential and not to divulge it to third parties, even after the contract is cancelled.

## **10. Changes to the General Terms and Conditions and the contents**

(1) Transporea may expand the contents and functions of the platform at any time and make modifications which do not limit the agreed scope of the service.

(2) Transporea will inform Users by e-mail of any other changes to the contents and functions provided or any changes to these terms and conditions 10 (ten) days before the relevant change comes into effect. In making their first transaction after notification is issued and the changes come into effect, Users express their agreement and accept the changes. Specific reference will be made to this effect in the notification regarding the changes.

(3) If a User refuses to accept or objects to the changes to these terms and conditions and/or the contents or functions as set out in section 9 (2), both parties to the contract are entitled to give extraordinary notice of termination with effect from the date on which the change is to come into effect. Notice of termination must be submitted no later than this date.

## **11. Jurisdiction, place of fulfilment and performance, applicable law, miscellaneous**

(1) The court of jurisdiction for all legal disputes is Slovakia. Transporea also reserves the right to take an action in the general court of jurisdiction of the User.

(2) The registered offices of Transporea are the place of fulfilment and performance.

(3) Users acknowledge that the Transporea is not intended, nor may it be used to facilitate illegal collusion between counterparties.

## **12. Severability clause**

If certain provisions are or become unenforceable in whole or in part, this will not affect the remaining provisions. The parties will replace the unenforceable provisions of the contract with legal provisions that best reflect the commercial purpose of the unenforceable provision. The same applies to regulatory gaps.

## **13. Amendment of the General Terms and Conditions**

The Company reserves the right to review and/or amend its General Terms and Conditions, at least on annual basis or whenever it deems this appropriate, whichever comes first, with a five (5) business days prior written notice to the User via the e-mail and/or via Website.