

Company **SkyCloud s.r.o.** with registered office **Revoluční 1403/28** Company ID No.: **04903641** VAT No.: **CZ04903641**, a company registered with the Commercial Register administered by the District Court of Prague, section **Sro**, roster number: **255406 C**, email: info@ClaimCloud.cz

I Introductory provisions

1.1 These General Terms and Conditions (hereinafter “Terms and Conditions”) of the company **SkyCloud s.r.o.**, (hereinafter “Provider”) govern the mutual rights and obligations of the Client as the requester of services and the company **SkyCloud s.r.o.** as the Provider in representation of the Client of the company **SkyCloud s.r.o.** in the matter of claiming compensation, as well as the other claims of the Client as a traveler in air transport against air carriers incurred on the basis of Regulation (EC) No 261/2004, the Montreal Convention, or the provision of other supplementary services on the part of the company **SkyCloud s.r.o.** for the Client (hereinafter “Service”).

1.2. The Provider can negotiate divergent arrangements from the Terms and Conditions with the Client on an individual basis in writing; such arrangements shall supersede the Terms and Conditions.

II Definitions of basic terms

Definitions of basic terms used in the Terms and Conditions:

“**Confidential information**” represent information that are not publicly available and/or that either party defines as confidential, or such information that must be handled as confidential due to circumstances known to the party of the second part when providing the information.

“**Form**” means a document for entering data necessary for the filing of Claims and the identification of the Client; that is, for the proper performance of the subject of the Service of the Provider. The form may be completed directly on the webpage of the Provider or any partners with whom the Provider has executed a contract, by sending an email to info@claimcloud.cz, or via the ClaimCloud mobile application.

“**Client**” represents a natural person who as a passenger in air transport has a claim for compensation from the air carrier per Regulation (EC) No 261/2004 of the European Parliament and of the Council, the Montreal Convention, the regulations

of other states, or the business terms and conditions of the air carrier as amended, and who has agreed to receive the Service of the Provider in the meaning of the Terms and Conditions by submitting the Form to the Client.

“Claim” this represents the opportunity for the Client as a passenger in air transport to file a claim for compensation from the air carrier per Regulation (EC) No 261/2004 of the European Parliament and of the Council, the Montreal Convention, the regulations of other states, or the business terms and conditions of the air carrier as amended, as well as according to the Terms and Conditions of the Provider.

“Payment” represents the monetary amount the Provider receives for successfully completing the Claims of the Client or any part thereof, that is, when the air carrier acknowledges the Claim of the Client or any part thereof and subsequently pays to the account of the Provider or to the account of the Client. The Provider shall be entitled to the Payment as a percent share of each successfully completed case while performing the subject of the Service, up to the amount of 25% of the sum of the paid Claim + VAT or any part thereof, unless agreed by the parties otherwise in writing prior to completing the case. Payments to the Provider are defined according to the valid pricelist on the website.

“Business Day” represents days from Monday to Friday with the exception of holidays, from 9:00 am – 5:00 pm.

“Legal regulations for personal data protection” represents any law in the Czech Republic enforcing the directives of the European Parliament and of the Council, Directive 95/46/EC, Directive 2002/58/EC, and Directive 2006/24/EC, and any other legal regulations related to the protection or processing of personal data, particularly Act No. 428/2002 Coll. on personal data protection, as amended (hereinafter “Act on Personal Data Protection”).

“Service” represents the service of the Provider provided for the Client in accordance with the Terms and Conditions, namely representing the Client in the matter of claiming compensation, as well as the other claims of the Client as a traveler in air transport against air carriers incurred on the basis of Regulation (EC) No 261/2004, the Montreal Convention, or the provision of other supplementary services on the part of the Provider for the Client.

“Mandate Agreement” represents a document by which the Client orders the ClaimCloud service and confirms the Terms and Conditions with their signature, including any obligations, rights, and sanctions.

“Program” represents a type of service with stipulated conditions that the Client may order either via the website operated by SkyCloud or through the pages of SkyCloud partners.

“Request” represents a request by an Applicant for preliminary assessment of their claim for compensation as a passenger in air transport per Regulation (EC) No 261/2004 of the European Parliament and of the Council, the Montreal Convention, the regulations of other states, or the business terms and conditions of the air carrier as amended.

“Account” represents a bank account opened by the Provider from which compensated Claims are paid out in full or in part to the Client per Regulation (EC) No 261/2004, * as amended, and other expenses in accordance with the conditions of the Terms and Conditions.

“Provider website” represents the internet site www.ClaimCloud.cz or any other domains used by SkyCloud s.r.o. for operating the ClaimCloud service (for example the domain www.ClaimCloud.sk)

“Applicant” means a natural or juridical person with an interest in the provision of the Service and who submits the Provider a Request or completed Form.

“Customer System” represents the customer account administered on the Provider website. The client may log in to the Customer System using his or her login data, which are sent to the email address entered upon completion of the Request and following verification of the email address

“Business Partner” represents a natural or juridical person with whom an individual agreement has been signed for joint collaboration

“Application” this is a mobile application owned by SkyCloud s.r.o. This application may be downloaded by the Client free of charge at www.ClaimCloud.cz and used in accordance with these Terms and Conditions for entering and verifying requests for monitoring flights.

“Fine” represents a financial sanction resulting from failure to observe the Terms and Conditions which the Broker may claim from the Client

“Refer and Earn” represents a loyalty program for all registered clients where the client receives payment according to the valid Pricelist by referring another successfully compensated customer

“Reference code” this is a unique numerical code that can be used to recommend a customer as part of the Refer and Earn program and which is subsequently used to link the Client with the referred customer.

III General provisions

3.1 The Provider undertakes to negotiate on behalf of the Client as part of performing the subject of the Service for the purpose of satisfying the Claims of the Client for the duration of / until the termination of the Service in the meaning of these Terms and Conditions, as explicitly agreed by the Client with a Power of Attorney duly signed by the Client.

3.2 While providing the Service the Provider offers the Client no guarantee that his Claims will be satisfied, even in part. The Client explicitly acknowledges that the executing of the Mandate Agreement does not entitle the Client to any claim to monetary or other compensation directly from the Provider, but only to a claim for potential future payment collected by the Provider for the Client from the debtor.

3.3 The Provider does not guarantee the amount of the compensation and the term of enforcement of the Claims of the Client.

3.4 The Client explicitly consents for the Provider to accept any financial payment in whole or in part to the Account in association with the performance of the subject of the Service.

3.5 As regards the provision of the Service, the Provider is entitled to subtract the Payment from the amount of the Claims of the Client collected from the air carrier after the funds are registered to the Account, depending on the type of program ordered by the Client, or to require a commensurate amount of Payment from the Client in the event that the air carrier renders payment to the account of the Client or air carrier renders payment in a non-monetary format.

3.5 The Client acknowledges that until the brokering fee owed to the Broker for services rendered is settled (for example for vouchers or flight miles), the Broker will not issue the compensation to the Client.

3.6 The Client acknowledges that all communications with the Provider must take place during Business Days.

3.7. The Client acknowledges that any communication between the Provider and the Client are entirely confidential and must not be shared with any third party without the consent of the Provider.

IV Ordering the Service

4.1 The client orders the selected program or completes a Request for the services of the Provider at the Provider website, ClaimCloud.cz, at the website of a commercial partner, or via the application. Information entered by the Client in the Request are considered accurate by the Provider. The applicant is required to enter truthful information in the Request.

4.2 Upon receipt of the Request, the Provider evaluates it no later than within one calendar week of the date of delivery to the Provider. In the event that the Request seems justified, the Client will be requested via the customer system and via email or by phone to complete and sign a power of attorney, thereby creating a Request for the potential Claim from the air carrier. Lastly, the Applicant prints the power of attorney authorizing the Provider to negotiate on behalf of the Applicant. The Applicant properly, fully, and truthfully completes the power of attorney, which after full completion and signing is uploaded as a scanned copy to the Customer System, at which point the Applicant confirms and submits the completed Form. By sending the completed Form in any manner to the Provider, the Applicant indicates his or her consent with these Terms and Conditions, the pricelist and with any sanctions incurred from breach of these Terms and Conditions, with which he or she has been properly acquainted. The Service is considered duly and bindingly ordered by the Applicant upon delivery of the properly completed Form including properly completed power of attorney to the Provider. The Applicant thus becomes the Client, and the Provider and the Client are bound by these Terms and Conditions. The Provider confirms the delivery of the completed Form to the Client at the email address listed in the Customer System or confirms it via the Customer System in the customer section.

The Provider considers the sending of the completed Form in the meaning of this point as a binding order of the Service from the Provider by the Client. After delivery of the Form, this order will be recorded in the system of the Provider under a unique number under which it can always be searched.

4.3 The Client consents that the Provider may begin providing the Service per these Terms and Conditions immediately after delivery of a properly and fully completed Form to the Provider.

4.4 Information entered by the Client in the Form will be used solely for the purpose of performing the subject of the Service by the Provider and in accordance with these Terms and Conditions.

4.5 The Client declares that all information entered in the Form, as well as any other information provided during the duration of the provision of the Service, is truthful.

In the Customer System

5.1 Based on the registration of the Client completed on their web page or with a business partner, the Client may access the Customer System. The ordering of services may be carried out using its user interface (hereinafter “**Customer System**”) or monitor the current status of Client requests.

5.2 All information entered by the Client when registering on the website or with a business partner, or when ordering services, must be accurate and truthful. Information entered into the Customer System must be updated by the client whenever this information changes, otherwise the change must be reported to the Provider immediately. Information entered by the Client in the Customer System and when ordering services are considered by SkyCloud s.r.o. to be accurate. Access to the Customer System is secured by a username and password.

5.3 The Client is obligated to maintain confidentiality with regard to the information necessary for access to the Customer System and acknowledges that SkyCloud s.r.o. bears no liability for breach of this obligation on the part of the Client.

5.4 The Client is not authorized to allow the use of the Customer System by any third party. SkyCloud s.r.o. can cancel access to the Customer System, particularly in cases when the Client has not used their Customer System for longer than 3 years since the last activity of the Client, or in the event that the Client violates his or her obligations arising from the business conditions.

5.5 The Client acknowledges that the Customer System need not be available continuously, particularly given the need for maintenance of the hardware and software equipment of the seller, or the need for maintenance of the hardware and software equipment of third parties.

5.6. Every Client has the opportunity to refer a new Client. In the event that the referred Client enters the reference code of the existing Client in the Form, the referring Client shall receive a reward in the event that the claim of the new Client is resolved with a positive outcome, as per the provisions of point 8.9 of these Terms and Conditions and according to the valid pricelist. The reference code is located in the Customer System in the customer section.

5.7. Every client who has a claim for compensation for Refer and Earn is required to request their reward from SkyCloud via the email address info@claimcloud.cz

VI Rights and obligations of the Client and Provider

6.1 The Provider undertakes the following:

6.1.1 to proceed with a due standard of care, in accordance with the interests of the Client as they are known to him or must be known to him, and according to the instructions of the Client while handling the matters of the Client,

6.1.2 to provide the Client with reports on the status and development of the enforcement of the Client's Claims upon the Client's request,

6.1.3 to protect the rights and justifiable interests of the Client, to act conscientiously and honestly, to thoroughly use all lawful means and apply any resources considered beneficial to the Client,

6.1.4 after terminating the Service, to return to the Client without unnecessary delay all documents received from the Client in association with the subject of the Service if the Client requests that the Provider do so.

6.2 The Provider is entitled to the following:

6.2.1 to request of the Client any statement, materials, or information associated with the performance of the subject of the Service;

6.2.2 to perform the subject of the Service independently or through a third party. In the event that a third party is used, the Provider shall be liable to the Client as if the Provider were performing the subject of the Service independently.

6.3 The Client undertakes the following:

6.3.1 to render payment to the Provider per the condition stated in point 8 of these Terms and Conditions or per the current pricelist at www.ClaimCloud.cz,

6.3.2 not to negotiate directly with the air carrier without notifying the Provider for the duration of the legal relationship as defined by these Terms and Conditions; the enforcement of the Claims of the Client or any part thereof as a result of the direct activities of the Client does not reduce the amount of payment owed to the Provider;

6.3.4 not to charge any other person or third party with the same or similar activities as the Service as defined by the Terms and Conditions for the duration of the provision of the Service per these Terms and Conditions; the enforcement of the Claims of the Client or any part thereof as a result of the direct activities of the Client does not reduce the amount of payment owed to the Provider;

6.3.5 to provide the Provider with any cooperation necessary when performing the subject of the Service;

6.3.5 to provide other documents and materials required by the air carrier for the Provider (usually scans of passports, certified power of attorney, etc.)

6.3.6 to complete all fields in the Customer System duly and truthfully.

6.3.7 The Client acknowledges that Claims collected represent the income of natural or juridical persons and as such must be reported in a tax return.

6.3.8 The Client explicitly acknowledges that if his or her conduct or violation of these Terms and Conditions (above all points 6.3.1–6.3.6) obstructs the negotiations

of the Provider with the air carrier, the Provider shall be entitled to collect payment for services rendered such as for a successfully completed case

6.3.9 The Client explicitly acknowledges that if his or her conduct results in the obstruction of the purpose of this agreement through the action or inaction of the Client (např. if the Client fails to issue the Provider power of attorney, if the Client suspends the collection of the receivables after collections have been transferred to an attorney, if the Client recalls a suit against the debtor with the consequence of suspending the proceedings, etc.), the Client undertakes to compensate the Provider for any costs incurred, particularly the extra-contractual commission of an attorney per decree no. 177/1996 Coll., legal fees, court costs, or other costs of judicial proceedings. The financial claims of the Provider thus incurred are payable within seven days of sending an accounting of charges to the Client by the Provider. This arrangement shall remain in effect between the Provider and the Client even in the event that the Mandate Agreement is terminated.

VII Empowerment and authorization

7.1 By submitting the Form and subsequently completing the power of attorney for the Provider, the Client authorizes the Provider to represent the Client in any actions as part of the performance of the subject of the Service. The Client is obligated to retain the validity of the assigned power of attorney for the duration of the relationship between the Provider and the Client based on the meaning of these Terms and Conditions. The Client also authorizes the Provider to receive any payments or other forms of consideration from the air carrier, paid for the purpose of satisfying the Claims of the Client or any part thereof, to the Account.

7.2 At any time that personal authorization may be needed for any of the activities of the Provider while performing the subject of the Service, the Client shall be obligated to deliver this to the Provider upon request without unnecessary delay.

7.3 By signing and sending the Mandate Agreement, the Client shall have placed a binding order for the ClaimCloud assistance service and shall subsequently be subject to the conditions of the given agreement or these Terms and Conditions. If other additional clients (passengers) are included in the agreement, it shall be considered that the signed Client is a person who represents these passengers and in their consent is given with the conditions of the service and with these Terms and Conditions in his name, even for passengers including minors.

VIII Payment of the Provider

8.1 The Provider shall be entitled to payment for performance of the subject of the Service in the event of successful enforcement of the Claims of the Client or any part thereof; that is, in the event that the airline pays the Claim of the Client or any part thereof. The payment to the Provider and its amount are derived from the ClaimCloud program or service ordered. The form of payment may be rendered as a share of each payment received or other form of compensation from the air carrier while performing the subject of the Service, up to the amount of 25% (before VAT) of the sum or value of the unpaid Claim, or any part thereof according to the pricelist on the webpages of the Account (hereinafter “payment”), or can take the form of payment as a prepayment for assistance services or a combination of both these forms of payment. The form and amount of payment is always an integral part of the agreement, customer coupon, and the customer is always informed in advance of the amount and format of the payment. The payment of the Provider, in the event that the Claims are collected in the form of frequent flyer miles for the Client, is defined by agreement between the Provider and the Client. In case of interest, the Provider may offer the Client the opportunity to buy out frequent flyer miles on the basis of an agreement between the Provider and the Client. The offer of buyout shall not influence the claim of the Provider for payment for successful completion of the case.

8.2 The Provider is obligated within thirty (30) business days of the receipt of payment from the air carrier and in the event that the obligations of the Client toward the Provider (point 6.3.8) have been paid in association with the performance of the subject of the Service related to the Claims of the Client, to transfer this payment from the Account to the bank account of the Client listed in the Customer System, reduced by the amount of the payment owed to the Provider. The Client will thus be paid the sum of the collected Claims reduced by the payment of the Provider + lawful VAT. In the event that the Client does not enter banking coordinates into the Customer System within 90 days, the Provider shall be entitled to keep the given compensation in full.

8.3 All costs expended by the Provider when performing the subject of the Service are included in the payment. The Provider does not require the provision of an additional amount for costs associated with the purpose of the Service unless the Provider and Client have agreed otherwise.

8.4 The Client acknowledges that the Provider has incurred costs as a result of performing the subject of the Service. In the event that the Client notifies the Provider without serious reason that he or she is terminating the relationship established through the submitting of the Form and powers of attorney in the meaning of these Terms and Conditions, the Client shall be obligated to compensate the Provider's costs at a flat rate of CZK 2,000 + lawful VAT payable to the Account for each passenger represented within 7 days of delivery of the notice to the Provider.

8.5 The Client acknowledges that if his or her behavior should obstruct the negotiations of the Provider for compensation, which shall be considered to include refusal or failure to accept compensation that has already been awarded, whether in whole or in part, the Client shall be obligated to compensate the Provider's costs at a flat rate of 25% + lawful VAT for each passenger represented from the expected amount of maximum compensation or from the amount of compensation already awarded to the Provider by the debtor within 7 days of delivery of notice to the Provider.

8.6 In the event that it is necessary to resolve the Claims of the Client before the court, the Provider and Client shall agree to conditions for providing the Services on an individual basis.

8.7 The Client acknowledges that in the event of premature termination on the part of the Client of the enforcement of the Claim against the airline before the court, the Client shall pay all financial costs incurred by the Provider or contracted law office.

8.8 The Client acknowledges that the Claims obtained represent the income of a natural or juridical person and must be reported on a tax return.

8.9 In the event that the Client refers another client, the referring Client shall be entitled to payment in the event that the Claim of the new client is resolved with a positive outcome. The payment in the event of a positive outcome while resolving the Claim of a new client in the amount of EUR 250 is CZK 200 or the equivalent in EUR equal to 3% of the compensated amount. The payment in the event of a positive outcome while resolving the Claim of a new client in the amount of EUR 400 is CZK 300 or the equivalent in EUR equal to 3% of the compensated amount. The payment in the event of a positive outcome while resolving the Claim of a new client in the amount of EUR 600 is CZK 500 or the equivalent in EUR equal to 3% of the compensated amount.

The “Refer and Earn” program cannot be combined with any program other than the basic program, namely the payment to the Client of 75% of the compensated amount.

IX Termination of the provision of the Service

9.1 Termination of the provision of the Service is possible as follows:

9.1.1 By agreement. This agreement takes place by electronically submitting a request to terminate the provision of the Service on the part of the Client or of SkyCloud s.r.o. and its electronic receipt by the party of the second part. At the moment of delivery of the receipt of the second party, the provision of the Service is terminated,

9.1.2 By giving notice. Notice of termination is given on the part of the Client or SkyCloud s.r.o. (even without stating the reason of the Provider) electronically to the email of the Provider or the Client, or by post to the mailing address at the registered office of the Provider or to the address of the residence of the Client as reflected in the Customer System. The notice period is one month and begins to expire on the first day of the month following the month in which notice is sent to the party of the second part. The provisions of point 8.4 of these Terms and Conditions shall apply to termination by notice on the part of the Client.

9.1.3 Unilateral termination of the provision of services by SkyCloud s.r.o., if the Client is in breach of any obligation assigned in these Terms and Conditions and the Client has not remedied the breach even by an extended deadline no longer than 5 days offered by the Provider. In the event of unilateral termination and discontinuation of the provision of the Service on the part of SkyCloud s.r.o., the provisions of point 8.4 of these Terms and Conditions shall apply.

9.1.4 This agreement shall also be terminated in the event that the Provider informs the client that the Claim is not enforceable, either via email to the email address of the Client or by post to the address of the Client.

9.1.5 By the collection of the Claims of the Client and their sending from the Account to the bank account of the Client after deduction of the Provider’s payment.

9.2 Along with the termination of the provision of the Service, the Client shall be informed that the provision of the Service has been terminated.

9.3 The Client acknowledges that if the Mandate Agreement has been executed using distance communication resources, he or she has the right to withdraw from the agreement by the 14th day of receipt of performance (per the provisions of § 1829 of the Civil Code); however, this shall not apply if the provision of services was begun with the consent of the Client prior to the expiration of the 14-day deadline (per the provisions of § 1837 of the Civil Code). For the purposes of the Mandate Agreement, consent is defined as the sharing of written power of attorney for representation of the Client by the Provider. The Client also declares that if the Provider has performed his service prior to the expiration of the 14-day deadline for withdrawal from the agreement, the Client shall have no right to withdraw from the agreement (per the provisions of § 1837 item a) of the Civil Code).

X Personal data protection

10.1 The Client declares his or her consent for the Provider to process the personal data of the Client (hereinafter “personal data”) in accordance with Act No. 101/2000 Coll. on personal data protection, as amended (hereinafter “Act on Personal Data Protection”).

10.2 The Client consents to the processing, accessing, and use of his or her personal data in a manner corresponding to the character of the personal data for a purpose corresponding to the provision of Services on the part of the Provider, as well as for the purposes of correspondence and email communication for a period of ten years.

10.3 The Client consents with the processing, accessing, and use of his or her personal data for the purpose of the direct marketing of the Provider for a period of ten years. In the meaning of § 20 para. 3 item a) of the Act on Personal Data Protection, the Client has the right to object to the Provider’s processing of his or her personal data presumed to be processed for direct marketing purposes in present or in future without his or her consent on the basis of a written request to the Provider free of charge, and to request its deletion.

10.4 The Client grants the Provider his or her consent to the copying and scanning of documents necessary for verification and confirmation of data disclosed to the Provider.

10.5 The Client affirms the truthfulness of all the data the Client has provided. The Client declares that he or she is aware of the consequences of stating inaccurate data, particularly the fact that such behavior could be classified as a criminal offense.

XI Closing provisions

11.1 Delivery of written communications between the Provider and the Client shall take place electronically to the email addresses mutually exchanged. In the event that postal parcels are addressed to the Client, such written communications shall be sent to the address of the Client entered into the Customer System. For electronic delivery of written communications addressed to the Client it shall apply that if the Provider does not receive an error report that the written communication is undeliverable to the email address of the Client, the written communication shall be considered delivered on the day following the documented date of sending to the email address of the Client, even in the event that the Client remains unaware of the written communication. For electronic delivery of written communications addressed to the Provider, it shall apply that the written communication shall be considered undelivered until such time as the Provider confirms its receipt to the Client via an email response. For delivery of written communications via post it shall apply that the parcel is considered delivered on the fifth day of the date of its documented sending to the address of the Provider or to the Client as the addressee, even in the event that the addressee remains unaware of the written communication. The carrier may only be Česká pošta, a.s. or a courier.

11.2 Any disputes related to the performance of the subject of the Service or associated in any way with the Service shall be subject to the law of the Czech Republic and shall be resolved by a Czech court.

11.3 The Client declares that he or she has properly studied the content of the Terms and Conditions in detail and in advance, whereas he or she has comprehended and accepted all provisions to the full extent and considers them to be binding as of the moment of sending the Form in the meaning of these Terms and Conditions.

11.4 The Client shall be liable to the Provider for damages caused to the Provider by entering untruthful data in the Form, or by providing any other untruthful information during the duration of the Service, or by breach of the obligations of the Client in the meaning of these Terms and Conditions.

11.5 SkyCloud s.r.o. reserves the right to unilaterally change these General Terms and Conditions. SkyCloud s.r.o. is obligated to report the fact that the general terms and conditions have been changed and to publish their new, updated version on the webpage of the Provider.

The changes shall take effect no later than by the 3rd calendar day of their publication on the webpage of the Provider. Provisions pertaining to the amounts of the payment of the Provider and the manner of their disbursement cannot be unilaterally changed.