



General Terms and Conditions

Company:

Czech Airlines Handling, a.s. *[joint stock company]*

with its registered seat at K letišti 1040/10, Prague 6 - Ruzyně, Post Code: 161 00, the Czech Republic

Company Reg. No.: 25674285, Company Tax No.: CZ699003361

Registered in the Commercial Register administered by the Municipal Court in Prague, Section B, Entry 17139

Contact details:

Address for physical deliveries: Czech Airlines Handling, a.s., K letišti 1040/10, Praha 6 - Ruzyně, 161 00, Česká republika

Address for electronic mailing: bag2airport@prg.aero

Telephone: +420 730 539 369

I

PREAMBLE

1. These General Terms and Conditions (hereinafter referred to as **“the GTC”**) of the trading company of Czech Airlines Handling, a.s., with its registered seat at K letišti 1040/10, Prague 6 - Ruzyně, Post Code: 161 00, the Czech Republic, Company Reg. No.: 25674285, registered in the Commercial Register administered by The Municipal Court in Prague, Section B, Entry 17139 (hereinafter referred to as **“the Provider”** or **“CSAH”**) regulate, in accordance with the provisions of Section 1751 paragraph 1 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as **“the Civil Code”**), the rights and obligations of the Provider and the Customer pursuant to the Shipping Agreement, the subject of which is the use of the Home Baggage Check-in service (hereinafter referred to as **“the Agreement”**). Czech Airlines Handling is the service Provider and Operator of the online shop, which is run by the provider on the website located at the internet address of www.bag2airport.cz (hereinafter referred to as **“the website”** or **“the online shop”**), through the website interface (hereinafter referred to as **“the online shop web interface”**).
2. Provisions deviating from the GTC may be agreed upon in the Agreement. Deviating provisions in the Agreement take precedence over the provisions of the GTC.
3. The GTC form an integral part of the Agreement, in which the Provider undertakes to procure the shipment for the Customer, or to procure or carry out operations related to the shipment, and the Customer undertakes to pay the agreed remuneration for this service – the price of the courier services. The GTC bindingly regulate the relations between the Provider as the sender and the Customer as the principal in the procurement of shipment transportation.
4. The Agreement and the GTC are drafted in Czech and English languages. The Agreement may be concluded in either the Czech or the English language. In the event of a discrepancy between the Czech and the English versions of the GTC, the Czech version takes precedence.
5. The Provider reserves the right to change or supplement the wording of the GTC at any time. This provision does not affect the rights and obligations pursuant to the GTC during the period of validity of the previous version.



II SELECTED TERMS DEFINITIONS

Price is the financial amount which the customer pays to the Provider for the provision of the service.

VAT is value added tax pursuant to applicable legal regulations.

Invoice is a tax document listing the price issued in accordance with the Value Added Tax Act.

Order is a customer's binding proposal to enter into the Agreement with the Provider on the provision of the service.

Intermediary Sender is the person used by the Provider to provide the transportation.

Provider or CSAH is the trading company of Czech Airlines Handling, a.s.

Agreement is a Shipping Agreement concluded between the Customer as the principal and the Provider as the sender pursuant to Section 2471 et seq. of the Civil Code, the subject of which is the use of the Home Baggage Check-in service.

Service or Home Baggage Check-in is a forwarding/shipping service provided by the Provider to the Customer pursuant to a concluded agreement, on the basis of which the Provider, as a sender, procures transportation with an intermediary or performs actions related to transportation in the Provider's name on the Customer's account. The shipment is transported from the location specified by the Customer (e.g., home, hotel, office) to Václav Havel Airport Prague, where the Provider ensures the shipment is checked in for the Customer's flight.

User Account is an account established using the data provided by the Customer, which enables the storage of entered data and the storage of the history of ordered services and concluded agreements.

Customer is an entity that concludes a shipping agreement with the Provider.

Shipment is a thing, in particular a piece of baggage or several pieces of baggage, which the Provider or the intermediary sender or the carrier has accepted from the Customer for the provision of the service pursuant to the Agreement concluded between the Customer and the Provider, and which has attached a shipping tag. In addition to baggage, a bicycle, skis/snowboard, golf bag, and baby pram may also be considered a shipment, as these terms are defined in these GTC.

Baggage is a suitcase, travel bag, backpack, and backpack with an attached frame with the sum of three sides measuring 203 cm and weight not exceeding 32 kg.



Bicycle is sports equipment transported in a package. Packaging and other transport conditions are governed by the transport conditions of the respective air carrier. To transport bicycles, it is necessary to: remove the front wheel, let the air out of the tires, attach the handlebars towards the frame and wrap them in a package. Maximum dimensions are set at 185x30x100 cm.

Skis/Snowboard are sports equipment. The equipment is considered to be one pair of skis, poles, and boots or one snowboard with a pair of boots or one pair of water skis. Ski equipment must be packed in protective packaging. Maximum dimensions are set at 200x30x25cm.

Golf Bag is golf equipment which consists of a bag with golf clubs, golf balls, and one pair of golf shoes. Golf bag (golf equipment) is considered to be one (1) piece of baggage. Maximum dimensions are set at 130x40x40cm.

Pram is one baby pram, transported in a folded state, in 1 piece or 2 pieces. The shipping fee is always charged per 1 piece. It is recommended to always transport the pram in packaging or foil. Maximum dimensions are set at 80x45x70cm.

EAN code is the QR code of the shipment.

III USER ACCOUNT

1. The Customer may, based on their registration via the respective website, register a user account and based on such registration access their user account. The Customer is able to order services in the online shop using their user account (hereinafter referred to as **“the user account”**). If the web interface of the online shop so allows, the Customer may also order services from the web interface of the online shop without registration.
2. When registering a user account, the Customer is obliged to correctly and truthfully state all the requested data and update it in the event of a change. The data provided by the Customer in the user account and when ordering goods are considered correct by the Provider.
3. User account access is secured by a username and password. The Customer is obliged to maintain their information necessary to access their user account confidential, not sharing this information with anyone. In the event that the access data are misused, the Provider bears no responsibility.
4. The user account is personal, the Customer is not authorised to allow third parties to use the user account.
5. The Provider reserves the right to cancel the user account, especially in the event that the Customer violates their obligations pursuant to the Shipping Agreement (including the GTC).



6. The Customer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the Provider's hardware and software equipment, or necessary maintenance of hardware and software equipment of third parties.

IV AGREEMENT CONCLUSION

1. The Customer acknowledges that any presentation of services located on the online shop web interface is informative only; it does not represent a proposal by the Provider to conclude an Agreement regarding such services, and the Provider is not obligated to conclude an Agreement regarding these services. The Provider is not obliged to accept the Customer's order and provide the Customer with the ordered services, especially in the event of non-fulfilment of the conditions for providing the service according to these GTC, exhaustion of the Provider's operating capacity, and in the event that the Intermediary Sender is unable to provide the service within a reasonable period or a period requested by the Customer. The provisions of Section 1732, paragraph 2 of the Civil Code shall not apply.
2. The Agreement is concluded remotely through the online shop, whereas the costs incurred by the Customer when using remote communication means in connection with the conclusion of the Agreement (costs of Internet connection, costs of telephone calls) are covered by the Customer in full as these costs do not differ from the basic rate generally charged.
3. In order for the Provider and the Customer to conclude an Agreement, it is necessary for the Customer to fill out the order form on the online shop web interface to order the service. In particular, the following information must be provided in the order form:
 - i. Information about the ordered service, in particular the place of collection of the shipment, date and time of collection of the shipment, date and flight number, electronic ticket number or reservation code, or other information required within the online shop web interface
 - ii. The price payment method
 - iii. Identification and contact data of the Customer used to enable the Provider to provide the service pursuant to the Agreement, in particular name, surname, telephone number, and e-mail address(hereinafter referred to as "**the Order**").

4. The service may be booked no earlier than 30 days and no later than 48 hours before the scheduled departure time of the flight for which the shipment is to be checked in pursuant to the Order. The provision of the shipping service by way of transport arrangement starts immediately after the conclusion of the Agreement.
5. Before the Customer bindingly confirms the Order, they have the right to check and change all the data specified in the Order to detect and correct errors which may have occurred during the Order completion process. Before sending the Order to the Provider, the Customer is allowed to check and



change the data which the Customer entered in the Order, also considering the Customer's ability to detect and correct errors which may have occurred when entering data into the Order. The Customer sends the Order to the Provider by clicking the **"Order with obligation to pay"** button. Before pressing the button, the Customer must confirm that they have read and agreed to these GTC, otherwise it will not be possible to complete the Order. The confirmation button is used for confirmation and consent. After pressing the **"Order with obligation to pay"** button, all the filled-in information will be sent to the Provider. The data provided in the Order are considered to be correct by the Provider. Immediately after receiving the Order, the Provider will confirm its receipt to the Customer by e-mail sent to the Customer's e-mail address indicated in the User Account or in the Order (hereinafter referred to as the **"Customer's e-mail address"**). The Order confirmation will include a summary of the Order and these GTC as an attachment to the e-mail. The GTC in the version effective on the day of the Order, i.e., in the version attached to the Order confirmation, form an integral part to the Agreement.

6. By sending the Order through, the Customer confirms that they have familiarised themselves and/or been familiarised by the Provider with the main features of the service, its total price and other costs. The Customer acknowledges and agrees that the Provider will not carry out the shipping with their own transport and will always use the services of Intermediary Senders. For this reason, the Customer acknowledges that the Provider does not have the opportunity to view the shipment, check and possibly evaluate incorrect information given in the Order and is therefore not responsible for damage caused by the submission of incorrect information.
7. The contractual relationship between the Provider and the Customer is established by the delivery of the acceptance of the Order, which is sent by the Provider to the Customer by e-mail, to the e-mail address of the Customer.
8. There may also be cases when the Provider is not able to accept the Order. These are especially situations where the service is not available at the required time, at the required address, or for the required flight, or in cases where the Customer orders the collection of a larger number of items than is allowed by the Provider. In the event that there is any reason why the Provider cannot accept the Order, the Customer can contact the service Provider at the e-mail address of bag2airport@prg.aero and request the conclusion of the Agreement in an amended form compared to the Order. In such a case, the Agreement is concluded when the Customer confirms the Provider's offer.
9. In the event that an Agreement is concluded, the Customer is obligated to pay the final price.
10. If the Customer has a user account, they may place an Order using their user account. In such a case, the Customer is obliged to check the correctness, truthfulness, and completeness of the pre-filled data. However, the method of creating an Order is the same as in the case of a customer without a user account, but the advantage is that there is no need to repeatedly fill in the Customer's identification data.



11. In some cases, the Provider allows Customers to apply for a discount. In order to receive a discount, the Customer must fill in the information about this discount in the pre-determined field of the Order. If the Customer does so, they will be given a discount on the service price. Discounts on the price of the service provided by the Provider to the Customer may not be combined.
12. The Provider rejects any additions or deviations to these GTC, in particular any additions or deviations compared to the information published on the online shop web interface, specified in the Order submitted by the Customer.

V

PRICE AND PAYMENT TERMS

1. The price is always stated by the online shop, in the draft Order and in the Agreement. In the event of a discrepancy between the price specified for the service by the online shop and the price specified in the draft Order, the price specified in the draft Order applies, which will always be identical to the price in the Agreement.
2. The prices listed in the online shop on the website of the online shop are given including VAT.
3. The Customer may pay the price to the Provider only online by way of payment card through the payment gateway, which is displayed to the Customer immediately after submitting the Order on the website in the online shop (hereinafter referred to as **“the payment gateway”**).
4. The invoice will be issued in electronic form after payment of the total price and will be sent to the Customer’s e-mail address. The invoice will also be available in the user account.

VI

HOME BAGGAGE CHECK-IN RULES AND REGULATIONS

1. As part of the service, the Provider secures transportation of the shipment from the place specified in the Order to Václav Havel Airport Prague and related services, in particular the check-in of the shipment for air transport. The service is provided only from the locations defined by the Provider, which are listed on the Provider’s website.
2. The Customer acknowledges that the service may only be used provided the Customer is authorised to transport checked baggage on the basis of a valid airline ticket with an airline which allows the use of the Home Baggage Check-in service, and at the same time an internet or mobile check-in is available with the Customer’s air transport (on the carrier’s website or via the carrier’s mobile application). A list of airlines and available flights is available in the online shop. The Customer acknowledges that the airline is not responsible for the provision of the Home Baggage Check-in service and the conclusion of the Agreement between the Home Baggage Check-in service Provider and the Customer does not affect the rights and obligations arising from the carriage contract concluded between the Customer and the airline.



3. The Customer undertakes to ensure that, before handing over the shipment to the courier, they will be checked-in online for the particular flight of the partner airline specified in the Order and will have all necessary travel documentation for being checked-in for the respective flight (passport, visa, etc.).
4. The Provider or the Intermediary Sender will inform the Customer via an SMS message and the Customer's e-mail address about the likely arrival time of the courier. The Customer is obliged to be present at the address for handing over the shipment at the scheduled time until the courier takes over the shipment. In the event that the Customer is not present at the pick-up address when the courier arrives, the courier will wait at the pick-up address for a maximum of 10 minutes. If the maximum 10-minute waiting time is exceeded and the shipment is not picked up by the courier, the Agreement expires, and the Customer has no right to a refund of the service price or other compensation.
5. The Customer is obliged to hand over the shipment to the courier and at the same time tell the courier the valid PIN code that was sent to the Customer by the Provider for the purpose of verifying the Customer's identity. In the presence of the Customer, the courier will seal the shipment and mark the shipment with a label with the EAN code, which is used to identify the shipment. The courier may also weigh the shipment, this does not in any way affect the Customer's responsibility for payment of costs for any excess weight of checked baggage according to the respective airline's conditions of carriage.
6. After handing over the shipment to the courier, the Customer will receive a security form on which they will check the corresponding answers to the security questions. The security form will be delivered to the Customer's e-mail address specified in the Order. In the event that the form is not completed and sent back to the Provider, or the answers are a security risk, the shipment will not be checked in as checked baggage in air transport and the Customer will be invited to come to the check-in counter at Václav Havel Airport Prague to carry out the standard check-in of the shipment as checked baggage according to the airline's conditions of carriage. The shipment can subsequently be checked in if the Customer ensures that the check-in conditions required by the airline are met.
7. If all the required conditions according to the Agreement and the airline's conditions of carriage are met, the shipment will be checked in as checked baggage for the relevant flight specified in the Order, and the Customer will be sent an electronic baggage tag, which serves as proof of baggage check-in for air transportation and for its acceptance at the destination, or for possible claims of loss, delay, or damage to baggage during air transport with the relevant airline. By handling the shipment as checked baggage in air transport and sending the electronic baggage tag to the Customer, the obligation pursuant to the Agreement to provide the Home Baggage Check-in service is considered fulfilled. After the shipment has been checked in, the relevant airline is responsible for the further transportation of the shipment as checked baggage in air transport.



8. The courier may refuse to accept the shipment in the event that the Customer has not fulfilled all of their obligations pursuant to the Agreement or in the event of reasonable concern that the contents of the shipment may pose a threat to the safety of land and subsequent air transportation.
9. It is the Customer's responsibility to familiarise themselves with and comply with the baggage rules applied by the airline with which the Customer intends to travel. In particular, the Customer is responsible for paying all baggage fees according to the airline's conditions of carriage, including any fees for baggage exceeding the limits (number, dimensions, and weight) set by the airline for baggage transportation included in the price of the Customer's ticket. If the Provider finds that the check-in of the shipment as checked baggage according to the rules of the airline is subject to additional fees, the shipment will not be checked in as checked baggage for the relevant flight and the Customer will be prompted via an SMS message and the Customer's e-mail address to pay the fee required by the airline for the check-in of baggage before departure at the designated check-in desk at Václav Havel Airport Prague. If the Customer fails to do so and the shipment cannot be checked in as checked baggage for the flight, the Customer is obliged to pick up the shipment without undue delay at the baggage claim counter of Václav Havel Airport Prague. The Customer agrees that if they fail to pick up the shipment within 60 days from the date of the flight on which the shipment was supposed to be checked in, the Provider is entitled to liquidate the shipment without any claim for compensation on the part of the Customer.
10. The price of the service includes the provision of transportation of the shipment to Václav Havel Airport Prague. It does not include any costs for further transportation of the shipment as checked baggage in air transport. Baggage air transport is carried out on the basis of a contractual relationship between the airline and the Customer. The Customer acknowledges and agrees that the Provider does not have any control over the charges for handling the shipment as checked baggage for transportation by air. The Customer is responsible for fulfilling all conditions of carriage of the airline for the check-in and transport of the shipment as checked baggage in the subsequent air transport. Any claims or complaints regarding possible airline fees for baggage check-in for air transportation must be resolved by the Customer with the airline.
11. The Customer is responsible for ensuring that all applicable customs and import legal regulations are complied with after the shipment has been checked in as checked baggage in subsequent air transport. The Customer is responsible for paying all customs charges which apply to the carriage of the shipment by onward air transport, as well as any fines, fees, and penalties which may be assessed or imposed by the relevant authorities as a result of non-compliance with any applicable laws.
12. In the event that payment of airline fees, payment of customs fees, or other obstacles arise which prevent the Provider from checking-in the shipment as checked baggage, the shipment will not be checked in as checked baggage for the relevant flight and the Customer will be prompted via an SMS message and the Customer's e-mail address to immediately resolve the check-in obstacle, e.g., by coming to the designated check-in desk at Václav Havel Airport Prague and paying the airline fee or customs fee, or by undergoing the appropriate security screening or other procedures applied in air



transport. If the Customer fails to do so and the shipment cannot be checked in as checked baggage for the flight, the Customer is obliged to pick up the shipment without undue delay at the baggage claim counter of Václav Havel Airport Prague. The Customer agrees that if they fail to pick up the shipment within 60 days from the date of the flight on which the shipment was supposed to be checked in, the Provider is entitled to liquidate the shipment without any claim for compensation on the part of the Customer.

13. By submitting the Order, the Customer confirms, undertakes to ensure, and agrees that:
- the Customer is the owner of the shipment or is authorised to handle the shipment
 - the Customer is responsible for proper packaging and the contents of the shipment; the Customer is liable for damages caused by incorrect packaging or dangerous contents of the shipment
 - the shipment does not contain any objects, the transportation of which is prohibited in air transport according to the conditions of carriage of the airline, on whose flight the shipment is to be subsequently checked in
 - the weight of each individual piece of the shipment is less than 32kg
 - all data provided by the Customer in the Order were accurate and correct, and in the event of any changes to this data, the Customer will inform the Provider of such changes (however, information about the change does not oblige the Provider to provide the service to a different extent than that agreed in the Agreement)
 - safe, legal, and free parking is available near the pick-up address, or if this is not the case, the Customer will hand over the shipment to the courier at another suitable location, which will be agreed with the courier by phone
 - the shipment is eligible for check-in as checked baggage in air transport (the Customer is not aware of any obstacles to the shipment checking-in as checked baggage)
 - the Customer will inform the Provider of any changes to the airline reservation, including any changes to the Customer's flight, flight cancellation, and any relevant changes in the airline's baggage transport rules
 - the Customer holds a valid ticket or reservation which entitles them and the shipment to air transportation for the flight specified in the Order
 - the value of the shipment does not exceed the carrier's liability limit in air transport of SDR1,288 (approximately CZK40,000)
14. The Customer acknowledges that the shipment may be subjected to a security check, including its opening, according to the security procedures of the Provider, airport operator, and airline. The shipment may be opened without the Customer's consent, in particular at the request of the police, the customs administration, the airport operator, and another competent public administration body in the exercise of its authority.
15. The passenger's name on the ticket must match the Customer's name. In the case of a combined Order for several passengers/customers, the name of the passenger/customer which corresponds to the name on the ticket must be filled in for each shipment on the online shop web interface. In the event



that the Home Baggage Check-in service is ordered for a third party, it is considered that the person who places the Order (the Customer) is authorised by the passenger to conclude the Agreement on behalf and on the account of the passenger. In such a case, the Customer is bound to fulfil the obligations under the Agreement jointly and severally with the passenger. The Customer is also responsible for informing the passenger about the content of the Agreement and forwarding the Provider's messages in connection with the Agreement to the passenger. At any time at the Provider's request, the Customer is obliged to prove their authorisation by a written power of attorney or similar document.

VI LIABILITY

1. The Provider is liable for damages according to the mandatory provisions of the Convention on the Contract for the International Carriage of Goods by Road (the CMR Consignment Note), i.e., up to a maximum of SDR8.33 for each kg of the shipment in the event of its loss or damage.
2. Beyond the scope of the Provider's liability pursuant to the mandatory provisions of generally binding legal regulations, the Provider assumes responsibility for damages to the shipment, if the damages occurred as a result of the Provider's failure to fulfil the terms of the Agreement or the Provider's negligence, namely to the following extent:
 - i. Under the conditions specified in these GTC, the Provider is responsible for loss or damages to the shipment which occur between the time the shipment is received by the courier and its check in for air transport as checked baggage, up to the maximum limit of liability pursuant to the Convention for the Unification of Certain Rules Relating to International Carriage by Air (the Montreal Convention) in the amount of SDR1,288 converted to Czech crowns according to the exchange rate of the Czech National Bank, which is valid on the day when the damages occurred (i.e., approximately CZK40,000). The liability limit applies to one shipment, regardless of how many individual pieces of baggage it is made up of. The Customer may not hand over a shipment for transport, the value of which exceeds this liability limit.
 - ii. In the event of a delay in transporting the shipment, if the Provider is responsible for the delay and if as a result the shipment is not checked in as checked baggage for the relevant flight, the Provider is to transport the shipment to the destination of the Customer's flight according to the Order at the Provider's expense.
3. By agreement of the parties, liability for non-material damages and indirect damages, including lost profit, is excluded, except for cases where the damages occur as a result of the Provider's gross negligence or intent.
4. The Customer is obliged to file a claim for compensation with the Provider without undue delay after they have learned or could have learned about the occurrence of the damages, but no later than seven (7) days from the date of arrival at the flight destination specified in the Order.



5. The Provider is also not liable for damages if:
 - i. the damages occurred as a result of the Customer's actions or omissions, in particular the Customer's failure to fulfil their obligations pursuant to the Agreement
 - ii. the damages occurred as a result of the shipment's defect or its insufficient packaging
 - iii. the damages occurred as a result of force majeure (e.g., a natural event or interventions by public authorities)
 - iv. a generally binding legal regulation, including an international treaty, excludes liability or allows the release of liability for the carriage of the shipment and the conditions for such exclusion or release of liability are met
6. The Customer is responsible for damages caused to the Provider or a third party as a result of the Customer's non-compliance with their obligations pursuant to the Agreement.
7. Rights and obligations regarding rights from defective performance are governed by relevant generally binding legal regulations (in particular the provisions of Sections 1914 to 1925 of the Civil Code and Act No. 634/1992 Coll., on consumer protection, as amended).

VII SHIPPING AGREEMENT WITHDRAWAL

1. The Customer, who is a consumer, has the right to withdraw from the concluded Agreement in accordance with Section 1829 paragraph 1 of the Civil Code within fourteen (14) days from the date of conclusion of the Agreement. The notice of withdrawal from the Agreement must be sent by the Customer to the Provider within fourteen (14) days from the date of conclusion of the Agreement. To withdraw from the Agreement, the Customer may use the sample form supplied by the Provider, which forms Annex No. 1 to these GTC. The Customer may send a withdrawal from the Agreement to the Provider's address or to the Provider's e-mail address of bag2airport@prg.aero.
2. In case of withdrawal from the Agreement pursuant to Article VII paragraph 1 of the GTC, the Agreement is cancelled from the beginning of its effect. If the Customer withdraws according to Article VII paragraph 1 of the GTC from the Agreement under which the Provider has already provided the service performance based on the express request of the Customer before the expiry of the withdrawal period, the Customer shall pay the Provider a proportional part of the agreed price for the performance provided until the moment of withdrawal from the Agreement. In this context, the Provider warns the Customer that the fulfilment of the obligation pursuant to the Shipping Agreement, i.e., the procurement of the shipment by an Intermediary Sender, usually occurs immediately after the conclusion of the Agreement.
3. In case of withdrawal according to Article VII paragraph 1 of the GTC, the Provider will return the price received from the Customer within fourteen (14) days from the date of withdrawal from the Agreement by the Customer to the account under which the payment card from which the price was



paid is kept. The Provider is also entitled to return the price in another way, subject to the Customer's approval and the fact that it does not incur additional costs for the Customer.

4. If the Customer indicates in the Order the beginning of the provision of the service (i.e., pick-up of the shipment by the courier) before the expiry of the period for withdrawing from the Agreement according to Article VII paragraph 1 of the GTC, the Customer hereby expressly requests and agrees that, in the event that the beginning and further provision of the ordered services falls within the withdrawal period, the Provider will start and continue the provision of services during this period. With regard to this express request and consent, the Customer acknowledges that in accordance with Section 1837 letter a) of the Civil Code they do not have the right to withdraw from the Agreement in such case, if the services were provided in full. In accordance with the cited provision of Section 1837 letter a) of the Civil Code, the Provider informs the Customer even before concluding the Agreement that in cases according to this paragraph of the GTC, i.e., in cases where the service was performed with the express consent of the Customer even before the expiration of the period for withdrawal from the Agreement, the Customer does not have the right to withdraw from the Agreement.
5. Without prejudice to the Customer's right to withdraw from the Agreement pursuant to Article VII paragraph 1 of the GTC, the Provider allows the Customer to withdraw from the Agreement under the following conditions:
 - If the note on withdrawal from the Agreement is delivered to the Provider more than 48 hours before the planned pick-up of the shipment by the courier, the Provider will not charge a termination fee (cancellation fee). The price will be returned to the Customer according to Article VII paragraph 1 of the GTC.
 - If the note on withdrawal from the Agreement is delivered to the Provider less than 48 hours before the planned pick-up of the shipment by the courier, withdrawal from the Agreement is not possible, i.e., the price will not be returned to the Customer.
6. The Provider reserves the right to withdraw from the Agreement if, for objective reasons, it will not be possible to properly provide the service, especially in the event of the unavailability of transport capacity at the Intermediary Sender's side or the refusal or subsequent cancellation of the transport by the Intermediary Sender.

VIII CONSUMER DISPUTE RESOLUTION

1. In relation to the Customer, the Provider is not bound by any codes of conduct within the meaning of Section 1826 paragraph 1 letter e) of the Civil Code.
2. Customer-consumer complaints are handled by the Provider via the electronic address of bag2airport@prg.aero. The Provider will send information regarding handling the Customer's complaint to the Customer's e-mail address. Any service complaints will be handled by the



Provider in accordance with Act No. 634/1992 Coll., on consumer protection, i.e., within 30 days at the latest, unless a longer period is agreed upon.

3. The Czech Trade Inspection, with its registered office at Gorazdova 1969/24, Post Code: 120 00, Prague 2, Company Reg. No.: 00020869, internet address of <http://www.coi.cz>, is responsible for the out-of-court settlement of consumer disputes arising from the Agreement. The online dispute resolution platform located at the internet address of <http://ec.europa.eu/consumers/odr> may be used to resolve disputes between the Provider and the Customer, who is a consumer, from an Agreement concluded with the use of electronic means.
4. The European Consumer Centre Czech Republic, with its registered office at Štěpánská 796/44, Post Code: 110 00, Prague 1, internet address of <http://www.evropskyspotřebitel.cz>, is a contact point according to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013, on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on consumer online dispute resolution).

IX PERSONAL DATA PROTECTION

1. The Provider, as the administrator of personal data, undertakes to comply with the obligations under these GTC, pursuant to which the Provider processes the Customer's personal data (hereinafter referred to as "**personal data**"), in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46/EC (general regulation on the protection of personal data) (hereinafter referred to as "**the Regulation**"), as well as in accordance with Act No. 110/2019 Coll., on the processing of personal data.
2. The Provider processes personal data exclusively for the purpose of fulfilling these GTC.
3. The Provider undertakes to process personal data in a way that ensures proper security of personal data, including their protection using appropriate technical or organizational measures against unauthorised or illegal access to personal data.
4. The Provider undertakes to adopt and consistently observe and control the measures necessary to ensure the protection of personal data, in particular against unauthorised and accidental access to personal data, their alteration, destruction or loss, unauthorised transfers, their other unauthorised processing, as well as other personal data misuse.
5. The Provider may not combine personal data processed on the basis of these GTC with any other personal data obtained or processed for another purpose.



6. The Provider is obliged to abide by the right to protect the Customer's private and personal life and to prevent unauthorised interference in the Customer's private and personal life.
7. The Provider undertakes to ensure that the Provider's employees or other persons who process the Customer's personal data maintain the confidentiality of such personal data, even after the end of their employment or other relationship on the basis of which they processed the personal data.

X PERSONAL DATA PROCESSING

1. The Provider informs the Customer, as a data subject, about the processing of their personal data in line with Article 13 of the Regulation.
2. Personal data is obtained directly from the Customer, at the time of ordering the service. The Provider undertakes to process accurate personal data exclusively for the purpose of:
 - i. Fulfilment of the Agreement subject matter [pursuant to Article 6 paragraph 1 letter b) of the GDPR Regulation] and its subsequent performance, including the processing of any Customer claims from defective performance. It is also necessary to process the Customer's personal data to fulfil the legal obligations which apply to the Provider. The Provider is obliged to fulfil legal obligations arising from legal regulations governing rights and obligations in connection with consumer protection and bookkeeping. The reason for the provision of personal data by the Customer to the Provider is the identification of the contractual parties necessary for the conclusion and fulfilment of the Agreement (contractual requirement), which would not be possible without the provision of this data. Failure to provide the Customer's personal data may result in the Provider's not providing the service or terminating the service provision.
 - ii. Forwarding commercial messages (direct marketing) [pursuant to point 47 and point 70 and Article 6 paragraph 1 letter f) of the GDPR Regulation]. In the given case of personal data processing, the Provider has a legitimate interest in promoting the goods and services provided by them. The reason for the provision of personal data by the Customer to the Provider is the Customer's interest in receiving commercial messages, which would not be possible without the provision of personal data.
3. The Provider undertakes not to process personal data in a way that is incompatible with the above-listed purposes.
4. The Provider undertakes to process personal data only to the extent necessary in relation to the above-mentioned purposes for which they are processed. The scope of personal data is as follows:
 - name and surname,
 - the address of the shipment collection
 - e-mail address,
 - telephone number,
 - reservation code and/or electronic ticket number.



5. The Provider undertakes to process the processed personal data for the purpose of fulfilling the Agreement for a period of five (5) years from the date of obtaining personal data from the Customer. The Provider is obliged to store the respective personal data in accordance with generally binding legal regulations, specifically Act No. 235/2004 Coll., on value added tax. After this period, the Provider is obliged to dispose of personal data.
6. The Provider undertakes to process the processed personal data for the purpose of sending commercial messages (direct marketing) for a period of three (3) years from the date of obtaining personal data from the Customer. After this period, the Provider is obliged to dispose of personal data.
7. The Provider, in accordance with point 70 and article 21 of the GDPR Regulation, explicitly draws the Customer's attention to the fact that the Customer has the right to object to this processing of personal data free of charge at any time in relation to personal data which is processed for the purpose of sending business communications (direct marketing, including profiling, if it relates to this direct marketing), to the extent in which the processing is related to the given direct marketing, whether it is initial or further processing. If the Customer objects to the processing of personal data for the purposes of sending commercial messages (direct marketing), the Provider undertakes to ensure that the personal data will no longer be processed for these purposes.
8. The Provider declares that personal data will be made available only to the relevant employees of the Provider, Intermediary Sender, and carrier of the shipment, who are obliged to maintain confidentiality about this data, as well as about security measures, the disclosure of which would endanger the security of this personal data.
9. The Provider declares that personal data, i.e., e-mail address, will be transferred to UAB "MailerLite", with its registered office at Paupio str. 46, Vilnius, Lithuania, Company reg. No. 302942057 (hereinafter referred to as "the Processor"), for the purpose of sending commercial messages (direct marketing), as this company ensures the sending of commercial messages for the Provider. The obligation to maintain confidentiality of personal data also applies to the relevant employees of the Processor.
10. The Provider also declares that they will not transfer personal data to third countries or to any international organizations.
11. When processing the Customer's personal data, there will be no automated decision-making in accordance with Article 22 of the GDPR Regulation.
12. The Provider alerts the Customer to the fact that profiling will occur (a form of automated processing of the Customer's personal data consisting in the use of personal data to evaluate some personal aspects related to the Customer, in particular to analyse or estimate aspects related to personal preferences and interests). The Provider uses profiling only for the purpose of



personalizing service offers (targeted advertising). If the Customer objects to profiling, the Provider undertakes to end the profiling related to the Customer.

13. The Provider informs the Customer about their rights arising from the GDPR Regulation, in particular:

- the right to access personal data (the Customer has the right to obtain confirmation from the Provider as to whether or not personal data concerning the Customer are processed pursuant to Article 15 of the GDPR Regulation);
- the right to correction (the Customer has the right to have the Provider correct inaccurate personal data related to them without undue delay, as well as the right to supplement incomplete personal data pursuant to Article 16 of the GDPR Regulation);
- the right to deletion (the Customer has the right to have the Provider delete personal data related to them without undue delay if one of the reasons listed in Article 17 of the GDPR Regulation applies);
- the right to limit processing (the Customer has the right to have the Provider limit processing in the cases specified in Article 18 of the GDPR Regulation);
- the right to data portability (the Customer has the right to receive personal data related to them, which they have provided to the Provider, in a structured, commonly used, and machine-readable format, and the right to transfer this data to another Administrator without the Provider's to whom the personal data were provided objections, in the cases specified in Article 20 of the GDPR Regulation); the Customer can exercise the right to data portability only in the case of personal data processing for the purpose of fulfilling the Agreement pursuant to Article 20 of the GDPR Regulation;
- the right to object (the Customer has the right to object at any time to the processing of personal data related to them, based on Article 6(1)(e) or f) of the GDPR Regulation, including profiling based on these provisions according to Article 21 of the GDPR Regulation); the Customer can exercise the right to raise an objection only in the case of personal data processing for the purpose of sending commercial communications (direct marketing), which also includes profiling, if it concerns this direct marketing according to Article 21 of the GDPR Regulation (see above);
- the right not to be the subject of any decision based solely on automated processing (the Customer has the right not to be the subject of any decision based solely on automated processing, including profiling, which has legal effects for them or significantly affects them in a similar manner according to Article 22 of the GDPR Regulation);
- the right to file a complaint with the supervisory authority, which is the Office for the Protection of Personal Data, based in Pplk. Sochora 727/27, Post Code 170 00, Prague 7.

14. The Provider, pursuant to Article 30 paragraph 1 letter a) of the GDPR Regulation, provides the Customer with contact information for the personal data protection officer. You can direct all your questions, suggestions, and other submissions related to the processing of your personal data to the personal data protection officer – e-mail address of dpo@prg.aero.

15. The Provider fulfils their legal obligations related to the possible storage of cookies on the Customer's device via the following website: <https://www.prg.aero/informace-o-cookies>.



XI FINAL PROVISIONS

1. If the relationship established by the Agreement contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. By choosing the law according to the previous sentence, the Customer, who is a consumer, is not deprived of the protection provided by the provisions of the legal order, from which it is not possible to deviate contractually, and which, in the absence of the choice of law, would otherwise be applied according to the provisions of Article 6, paragraph 1 of the Regulation of the European Parliament and of the Council (EC) No. 593/2008 of 17 June 2008 on the law applicable to contractual obligations (the Rome I Regulation).
2. If any provision of the GTC is invalid or ineffective, or becomes so, the invalid provision will be replaced by a provision the meaning of which is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions.
3. The concluded Agreement, including the General Terms and Conditions, will be stored with the Provider and the Provider will enable the Customer to access it through the online shop web interface. However, the Customer will always receive these GTC and order confirmation with an order summary by e-mail and will therefore always have access to the Agreement even without the involvement of the Provider. The Provider recommends always saving the order confirmation and the GTC.
4. The Provider and the Customer will exchange all written correspondence by electronic mail. The e-mail address of the Provider is given at the beginning of the GTC. The Provider will deliver correspondence to the Customer's e-mail address specified in the Order, in the user account, and also via the e-mail address from which the Customer contacted the Provider.
5. Appended to the GTC are instructions on withdrawal from the Agreement and a sample form for withdrawal from the Agreement.
6. When confirming each order from the Provider's online shop, the Customer confirms that they have read and agreed to these GTC.

XII GENERAL TERMS AND CONDITIONS EFFECT

1. The Provider reserves the right to change these GTC at any time with the new version taking effect no earlier than on the day the updated wording of the GTC is published on the Provider's website. The Agreement between the Provider and the Customer is always governed by the wording of the GTC valid on the day the Agreement was concluded.
2. These General Terms and Conditions are valid and effective as of 3 June 2024.



In Prague on 17 May 2024

Instruction on the Consumer’s Right to Withdraw from an Agreement Concluded Remotely
<p>You have the right to withdraw from this Agreement within 14 days without giving a reason. The period for withdrawing from the Agreement ends 14 days after the day following the conclusion of the Agreement. You can withdraw from this Agreement by any unequivocal statement addressed to Czech Airlines Handling, a.s., K letišti 1040/10, Ruzyně, Post Code 161 00, Prague 6, Czech Republic, e-mail address bag2airport@prg.aero, telephone +420 730 539 369 (for example, by letter sent through the postal service operator or through electronic mail). You may use the attached sample withdrawal form, but it is not your obligation to do so. In order to comply with the deadline for withdrawing from this Agreement, it is sufficient to send the withdrawal from the Agreement note before the expiry of the relevant deadline.</p>
Consequences of Agreement Withdrawal
<p>If you withdraw from this Agreement, we will return to you without undue delay, but no later than within 14 days from the day on which we received your withdrawal from the Agreement note, all payments that we have received from you on the basis of the Agreement. We will use the same payment method that you used to make the initial transaction for refunds, unless you have specifically instructed us otherwise. In no case will this incur additional costs for you. If you requested that the provision of services begin during the period for withdrawal from the Agreement, you will pay us an amount proportional to the scope of the performance provided until the time when you informed us of the withdrawal from the Agreement, namely compared to the total scope of performance specified in the Agreement.</p>

Sample Agreement Withdrawal Form

Addressee:
 Czech Airlines Handling, a.s.
 K letišti 1040/10
 161 00 Praha 6
 Česká republika
 Telephone number – +420 730 539 369
 E-mail address – bag2airport@prg.aero

I/We(*) hereby announce that I/we(*) hereby withdraw from the Agreement for the use of the Home Baggage Check-in service.

Date of Agreement conclusion:

Customer’s name and surname:

Customer’s address:

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



Customer's signature

(only if this form is to be sent by mail in paper form)

Date:

(*) Please cross out the inappropriate items or complement the data.