

TERMS AND CONDITIONS

v 1.3

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1. INITIAL PROVISIONS

- 1.1. Welcome to strafos.com, Website and Application for smart private jet management and flight planning. Your use of our Services offered via our Website and Application is subject to these Terms and Conditions. These Terms and Conditions are regulating the legally binding relationship between You and **strafos s.r.o.**, ID No. 07390955, with its registered office at Inovační 122, Hodkovice, 252 41 Zlatníky-Hodkovice, Czech Republic, maintained by the Municipal Court in Prague, section C, insert 300256 ("**Strafos**" or "**we**"), for use of the Strafos Services.
- 1.2. These Terms and Conditions are published on the Strafos Website and in Strafos Application and are available to all Customers. These Terms and Conditions, together with the Data Processing Agreement, form the part of a content of the Agreement concluded between Strafos and You, as our Customer.
- 1.3. The Agreement is concluded either (a) upon completing the process of the Reservation via the Application, or (b) upon signing the Order Form by Strafos and a Customer.
- 1.4. By creating the Account or by utilizing the Strafos Services You agree to be bound by these Terms and Conditions. If you do not agree with these Terms and Conditions, you cannot use our Services.
- 1.5. If You are accessing the Services on behalf of Your employer, you represent and warrant that You have the authority to agree to these Terms of Service on its behalf.

2. DEFINITIONS

- 2.1. In these Terms and Conditions, unless the context requires otherwise, the words and expressions set out in this clause 2.1 shall have the meaning defined below:

Account means the account created and/or authorized for a Customer based on the Order Form in order to utilize the Services;

Agreement means the agreement on the provision of the Services concluded between You and Strafos.



Application means a software tool developed by Strafos;

Client means the end-customer of the Customer;

Customer Content means any content as information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services;

Customer or You means any [physical or] legal person who creates an Account in the Application or uses our Services in any other way;

Clients' Data means any personal Clients' data You are providing to us; in consideration of use of the Service, You must provide us with: (i) true, accurate, current, correct and complete Clients' Data as prompted by the Service's registration form, and (ii) maintain and promptly update the Clients' Data to keep it true, accurate, current, correct and complete. Strafos assumes no duty to verify such information. If You provide any information that is untrue, inaccurate, not current or incomplete, or Strafos has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Strafos has the right to suspend or terminate Your Account and refuse any and all current or future use of the Services (or any portion thereof). Strafos may, in its sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time.

Crew means pilot or other crew member employed by the Customer or providing a Customer with services such as, but not only, of operating the Flight.

Data Processing Agreement forms an integral part of the Terms and Conditions, under which the Processor processes personal data on behalf of the Controller for the purposes of providing the Services.

Flight means private airplane flight of the Customer's aircraft or aircraft operated by the Customer from point A to point B with or without passengers or cargo.

Order Form means document recording essential attributes of the Agreement signed by both Parties.

Parties jointly refers to Strafos and You as a Customer.

Price means the price that we charge You for the provision of the Services.

Price List means valid price list as available on the Website and the Application, containing different price variants according to customized functions.

Registration Data means your name, business name, identification and contact details;

Reservation means Your ordering our Services, completing the information required in the form on the Application, Your acceptance of the Terms and Conditions and making the payment of the Price. The Reservation is completed by our confirmation of the Reservation in accordance with the Terms and Conditions.

Services mean all functionalities provided by the Application to the Customer

Term means the Term of the Agreement, as may be extended or shortened under the respective provisions set out in "Term" clause;

User means each person employed by the Customer of providing a Customer with services under different type of agreement who has a separate access to the Application with dedicated login details

Website means the websites <https://strafos.aero/>, <https://strafos.com> or other official website used by Strafos to deliver the Services. Strafos reserves the right to change the website URL at any time with or without notice.

3. SERVICES

- 3.1. **Services.** The Services enables You to manage Your activities, mainly manage the fleet, crews, passengers, calculate and plan charter flights and its price and availability. Subject to these Terms and Conditions, Strafos shall make the Services available to the Customer. The Customer shall pay Strafos the fees set forth in line with the payment terms set out in clause 5 of these Terms and Conditions.
- 3.2. **Availability.** We make the Service available subject to any unavailability caused by circumstances beyond our reasonable control, including any *force majeure* events, any computer, communications, Internet service or hosting facility failures or delays involving hardware, software, power or other systems not within Strafos's possession or reasonable control, or denial of service attacks. The Service may be temporarily limited or interrupted due to maintenance, repair, modifications, upgrades or relocation. We undertake reasonable endeavors to notify You of scheduled and unscheduled network outages that are expected to last for more than 4 hours and that may affect the Services.
- 3.3. **Equipment.** You are responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including but not limited to modems, hardware, servers, software, operating systems,

networking, and web servers (“**Equipment**”). You are responsible for maintaining the security of the Equipment, Account, passwords (including but not limited to administrative and user passwords) and files, and for all use of Your Account or the Equipment.

4. REGISTRATION

- 4.1. **Account.** In order to use the Services, You must have a valid Account (the “**Master Account**”). To acquire the Master Account for the Services, You must provide Strafos with Registration Data and accept the Terms and Conditions .

Other Accounts managed by the Customer employees or other persons designated by the Customer may be opened under the Master Account. You are obliged to ensure that all of these persons fulfill all the rights and obligations under the Terms and Conditions.

You are responsible for maintaining the confidentiality of the access data for all Accounts, and are fully responsible for all activities that occur under Your Accounts. For maximum security Strafos recommends changing Your Accounts’ passwords every month and to activate two-factor authentication with e-mail or other mean of identity verification.

- 4.2. **Information.** In consideration of use of the Services, You must provide us with: (i) true, accurate, current, correct and complete Registration Data about Yourself as prompted by the Services' registration form, and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. Strafos assumes no duty to verify such information. If You provide any information that is untrue, inaccurate, not current or incomplete, or Strafos has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Strafos has the right to suspend or terminate Your Account and refuse any and all current or future use of the Services (or any portion thereof). Strafos may, in its sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time.

5. PRICING POLICY, PAYMENT TERMS AND TAXES

- 5.1. The Parties agreed that the Customer shall pay to Strafos for the provision of its Services under this Agreement a commission in the amount specified in the Price List per airplane in the Customer’s fleet (the “**Fee**”).

- 5.2. **Fees.** You shall pay the Fees described above and in the amount contained in the valid Price List to Strafos. All currency references are in EUR. Strafos will accept payment of a monthly basis for the Services. As long as Your Account remains active, You will be charged the Fixed Fee even if You never use the Services. You may, however, terminate the Agreement in compliance with the Termination clause. Please note that payment obligations are non-cancellable and the Fees are non-refundable.
- 5.3. **Billing Data.** You must provide current, complete and accurate Billing Data. You must promptly update all Billing Data to keep Your Account current, complete and accurate (such as a change in billing address, credit card number or credit card expiration date) and You must promptly notify Strafos if Your payment method is changed (for example, loss, theft, or new payment card expiration date) or if You become aware of a potential breach of security, such as the unauthorized disclosure or use of Your name or password. If You fail to provide any of the foregoing information, You agree that Strafos may continue charging You for any use of the Service under your Billing Data unless You have terminate the Agreement.
- 5.4. **Payment Methods.** You can pay Your Fees via bank transfer, PayPal or credit/debit card.
- a) **Bank transfer.** All Fees under the Agreement shall be paid based on an invoice issued by Strafos. You will be invoiced in a month following the month in which Services were provided to You. All invoices shall be sent to your email address. All payments shall be made within fourteen (14) calendar days after the receipt of the applicable invoice. You may arrange a permanent payment order with Your Bank.
- b) **Credit/debit cards and PayPal.** (If available.) If You select credit card or PayPal payment, the credit card or your PayPal account that You provide as part of the Billing Data will be automatically and immediately billed on the day You start using our Services for an appropriate part of the calendar month in which the Services was provided including the day the provision of the Services started and further on the first day of each Month. Strafos shall issue a pro-forma invoice upon request after the payment is credited to the Strafos bank or PayPal account. You agree that Strafos or its payment providers may charge to Your credit card or PayPal account all amounts due and owing for Your Account on that yearly or monthly basis unless you terminate the Agreement according to the Termination clause.

- 5.5. **Change of the Fees.** Strafos may change its Services and Price List at any time, and will endeavor to provide reasonable advance notice via its Websites, the Application and/or electronic mail. If you do not agree with the change of the Fees, you have the right to terminate the Agreement according to the Termination clause.
- 5.6. **Your Default.** Any amounts not paid when due shall accrue default interest at the rate of 0,1% per day. You agree that in the event Strafos is unable to collect the fees owed to Strafos, Strafos may take any other steps it deems necessary to collect such fees from You and that You will be responsible for all costs and expenses incurred by Strafos in connection with such collection activity, including collection fees, court costs and attorneys' fees.
- 5.7. **Taxes.** Unless otherwise stated, the Fees does not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, goods and services, harmonized, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("**Taxes**"). You are responsible for paying all Taxes associated with the purchase of the Service. If Strafos has a legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by you, unless You provide Strafos with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. **PROPER USE OF THE SERVICES**

- 6.1. **Use of the Services.** You agree that You will not (and shall not authorize any third party to):
- a) upload, post, email, or otherwise transmit any computer routines, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - b) interfere with or disrupt our Services or networks connected to our Website and the Application or through the use of our Services, or disobey any requirements, procedures, policies or regulations of networks connected to our Website or the Application or through the use of our Services, or otherwise interfere with our Services in any way, including through the use of JavaScript, ActiveX or other coding;
 - c) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or



- d) copy, reproduce, alter, modify, or publicly display any information displayed on the Website, the Application and/or the outputs of the Services (except for Your Customer Content), or create derivative works from our Website, the Application and/or the outputs of the Services (other than from Your Customer Content), to the extent that such action(s) would constitute copyright infringement or otherwise violate the intellectual property rights of Strafos or any other third party, except with the prior written consent of Strafos or the appropriate third party.
- e) modify, translate, reverse engineer, decompile, disassemble or create any derivative works based on the Services, except to the extent that enforcement of the foregoing restrictions is prohibited by applicable legislation;
- f) circumvent any user limits, Event limits, or other timing, use or functionality restrictions built into the Services;
- g) remove any proprietary notices, labels, or marks from the Services;
- h) frame or mirror any content forming part of the Services;
- i) access the Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions, or graphics of the Services;
- j) register, directly or indirectly make it possible to register or anyhow support the third party registration of trademarks, business names or other designations of Strafos (or related or similar business names or other designations); or
- k) use Strafos's intellectual property rights (or any related or similar logos and/or trademarks of Strafos) for its benefit, e.g., by combination of Strafos logos and/or trademarks with its own business name and/or company name or its own products or services without expressly written permission from Strafos.

6.2. **Rules of the Customer Consent.** Should Customer Content be found or reported to be in violation with, but not limited to, the following terms, it will be in Strafos's sole discretion as to what action should be taken. You agree that You will not:

- a) upload, post, transmit or otherwise make available any Customer Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;
- b) harm minors in any way;

- c) impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- d) upload, post or otherwise transmit any Customer Content that You do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- e) upload, post or otherwise transmit any Customer Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
- f) upload, post, or transmit unsolicited commercial email or "spam". This includes unethical marketing, advertising, or any other practice that is in any way connected with "spam", including but not limited to sending mass email to recipients who haven't requested email from You or with a fake return address;
- g) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- h) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- i) intentionally or unintentionally violate any applicable local, state, national or international law and any regulations having the force of law;
- j) "stalk" or otherwise harass another;
- k) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices.
- l) offer for sale or sell any item, good or service that (i) violates any applicable law or regulation, (ii) You do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (iii) Strafos determines, in its sole discretion, is inappropriate for sale through the Services provided by Strafos.



- 6.3. **Responsibility of Customer Content.** Your Customer Content belongs to You. However, by uploading any Customer Content to the Service, You agree that Strafos may store and display (only to You, to the extent that You make such Customer Content private) Your Customer Content solely as necessary in connection with the Services. To the extent You choose to share any of Your Customer Content with other users of the Services, You agree to allow these users (i.e., only the users you specify) to view Your Customer Content and, to the extent applicable, collaborate with You and Your Customer Content. You understand that all Customer Content is the sole responsibility of the person from which such Customer Content originated. This means that You, and not Strafos, are entirely responsible for all Customer Content that You upload, post, transmit or otherwise make available via Your Account. Strafos does not control the Customer Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Customer Content.
- 6.4. **No liability of Strafos to Customer Consent.** Under no circumstances will Strafos be liable in any way for any Customer Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Services.
- 6.5. **Right to remove Customer Content.** You acknowledge that Strafos does not pre-screen Customer Content, but that Strafos and its designees shall have the right (but not the obligation) in their sole discretion to refuse, modify or move any Content that is available via the Service. Without limiting the foregoing, Strafos and its designees shall have the right to remove any Customer Content that violates the Agreement or is otherwise objectionable. You agree that You must evaluate, and bear all risks associated with the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, You acknowledge that You may not reasonably rely on any Content created by Strafos or submitted to Strafos.
- 6.6. **Disclosure of Customer Consent.** You acknowledge and agree that Strafos may preserve Customer Content and may also disclose Customer Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce the Agreement; (iii) respond to claims that any Content violates the rights of third-parties; or (iv) protect the rights, property, or personal safety of Strafos, its users and the public. If Strafos discloses Customer Content to comply with legal process or respond to claims that any Customer Content violates the rights of third-parties, to the extent permitted by



law, regulation or legal process, Strafos agrees to provide You with prompt notice of any such legal or governmental demand and reasonably cooperate with You in any effort to seek a protective order or otherwise to contest such required disclosure.

7. NO WARRANTIES OR REPRESENTATIONS BY STRAFOS

- 7.1. You understand and agree that the Services is provided "as is" and Strafos explicitly disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, non-infringement or bailment of your data on Strafos's servers. Strafos makes no warranty or representation regarding the results that may be obtained from the use of the Services, the security of the Services, or that the Service will meet any user's requirements. Use of the Services is at Your sole risk. You will be solely responsible for any damage to You resulting from the use of the Services. The entire risk arising out of use, security or performance of the Services remains with You. No oral or written information or advice given by Strafos or its authorized representatives shall create a warranty or in any way increase the scope of Strafos's obligations. Without limiting the foregoing, the Services is not designed or licensed for use in hazardous environments requiring fail-safe controls. Without limiting the generality of the foregoing, Strafos, its affiliates, suppliers and resellers specifically disclaim any express or implied warranty of fitness for such purposes.

8. INDEMNITY

- 8.1. You agree to indemnify, defend and hold harmless Strafos, its affiliates, officers, directors, employees, consultants, agents, suppliers and resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees as and when incurred) arising from Your use of the Services, Your use of Your Accounts, Your violation of these Terms and Conditions or the infringement or violation by You or any other user of Your Accounts, of any intellectual property relating to the Services (including without limitation Your Customer Content) or other right of any person or entity.

9. MODIFICATIONS TO SERVICE

- 9.1. Strafos reserves the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice and at any time. You agree that

Strafos shall not be liable to You, the Clients or to any third party for any modification, suspension, termination or discontinuance of the Service.

10. CONFIDENTIALITY

- 10.1. For the purpose of the Terms and Conditions and the Agreement, confidential information means the content of the Terms and Conditions and the Agreement, any non-public information regarding Strafos, our trading partners and persons linked to us personally or through property as well as any technical and non-technical information including patents, copyright, trade secrets, proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software, source documents, and formulas related to the current, future and proposed products and services, research, experimental work, development, design details and specifications, engineering, and information marked “confidential” or “proprietary” or which the Customer knows or has reason to know that the information shall be deemed confidential; for the avoidance of doubt, this term does not include any information that the Customer may demonstrate by its written records: (a) was known to it prior to its disclosure by us; (b) is or has become known through no wrongful act of the Customer; (c) has been rightfully received from a third party authorized to make such disclosure; (d) has been independently developed by the Customer; or (e) has been disclosed by court order (the “**Confidential Information**”). You undertake to maintain the confidentiality of Confidential Information, not to disclose or otherwise provide access to any Confidential Information to any third persons, and not to use any Confidential Information for Your own or a third person’s benefit.
- 10.2. The confidentiality obligation under the Terms and Condition shall not apply to the disclosure of Confidential Information:
- a) to employees of the Customer and persons acting for the benefit of the Customer (e.g. attorneys, auditors, experts or persons whose activity is necessary for the fulfilment by the Customer of any obligation related to the Terms and Condition and the Agreement) with a legitimate need-to-know in order to fulfil their tasks in performing the Terms and Condition and the Agreement on condition that the Customer clearly ensures that the above persons comply with the obligation to maintain the confidentiality of Confidential Information to the extent set out in the Terms and Condition and the Agreement;

- b) if Strafos has given its prior written consent to the disclosure of Confidential Information;
 - c) if the disclosure is approved in writing by Strafos; or
 - d) if required by law in order to prevent or report a crime or to meet another notification obligation set out by law. In such a case, the Customer is obliged to mark the provided information as a trade secret and notify, without undue delay, Strafos of its disclosure.
- 10.3. You hereby agree not to take any action which is intended, or would reasonably be expected, to harm the reputation of Strafos or which would reasonably be expected to lead to unwanted or unfavorable publicity to Strafos.
- 10.4. You agree to use any Confidential Information of Strafos in the same degree of care to protect Your Confidential Information as You protect Your Own Confidential Information of like nature, but in no circumstances you shall use less than reasonable care.

11. NON-COMPETE CLAUSE

- 11.1. While the Agreement remains effective, the Customer undertakes not to directly or indirectly conduct any activities on his or other's behalf which would be in its nature competitive towards any current or future business activities of Strafos. In particular the Customer undertakes not to participate in any business activities, that would be in its nature competitive towards current or future business activities of Strafos for the benefit of person different from Strafos, such as creation or development of software or product providing the same or similar functionalities to Services provided by the product of Strafos for the entity different from strafos and the customer. Above mentioned business activities are prohibited regardless of whether they are concluded for financial consideration or not. The rules set up in this clause apply to the area of the whole world.
- 11.2. Furthermore, the Customer undertakes not to conduct any activities on his or other's behalf which would be in its nature competitive towards any current or future business activities of Strafos for the period of 24 months after the end of the Term of the Agreement. Above mentioned business activities are prohibited regardless of



whether they are concluded for financial consideration or not. The rules set up in this clause apply to the area of the whole world.

- 11.3. In case the Customer breaches any obligation arising from this Article, Strafos has a right to contractual penalty of EUR 10000 for each case of such breach. The payment of this contractual penalty does not affect Strafos' s right to seek compensation for damages that exceed the contractual penalty.

12. LIABILITY

- 12.1. **Force majeure.** Strafos shall not be considered in breach of the Agreement to the extent that performance of its respective obligations is prevented by an event of Force Majeure.
- 12.2. **Liability limitation.** Unless explicitly stipulated otherwise in the Terms and Conditions and/or in the Agreement, Strafos shall not be liable for any indirect or consequential loss or damage, loss of income or profit, loss of goodwill, loss of business opportunity, loss of contracts, loss of operating time, loss of use, loss of data, equipment or hardware, impaired reliability, or increased susceptibility to failure, arising out of or in connection with this Agreement. In no event shall Strafos or its affiliates be liable to You for more than the amount of any actual direct damages up to the amount paid by You under the Agreement for the Services giving rise to liability in 6 months preceding the first incident from which the liability arose. The Parties agree that this clause represents a reasonable allocation of risks.
- 12.3. **Change, miscalculation or cancellation of the Flights.** Strafos shall not be liable for any delay, change, miscalculation, complications or cancelation of any Flight. The Customer holds Strafos harmless and keep Strafos indemnified against (i) any liability arising from the failure of the Customer to comply with the provisions of his services, and (ii) any liability arising from the failure of the Customer to comply with any applicable laws, regulations, rules and codes of conduct.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. You acknowledge that our Website, the Application (and its related software and applications) and the outputs of the Services provided by us are protected by the Act no. 121/2000 Coll., on Copyright, as amended (the "**Copyright Act**") and other related regulations. We are the owner of all intellectual property rights to the Website, the Application and other Services (or the results of their provision) to the maximum



extent permitted by law (except for rights that we exercise under a license granted to us by third parties).

- 13.2. In order to use the Website, the Application and the Services, we grant you a non-exclusive, without territorial restrictions (i.e worldwide) license. You are authorized to use the Website, the Application and the Services as such under the license (except for changes, modifications and updates to the Website, the Application and the Services that we make) for the purpose for which the Website, the Application and the Services were created and to the extent specified in these Terms and Conditions. We license you solely for use of the Website, the Application, and the Services on our server, or on servers that we provide for or are intended for these purposes.
- 13.3. You may not modify, change or associate the Website, the Application or the Services (or any part of it) with another author's work, or include it in a collective work. This does not affect your right to use the Website, the Application or the Service in accordance with these Terms and Conditions and within the scope of their functionality. You may also not make or distribute any copy of the Website, the Application or the Service (or any part thereof), our software and applications (in any form). You may not grant the license as a whole or any license forming part of the license, in whole or in part, to any third party (sublicense), nor are you entitled to assign any rights and obligations under the license.
- 13.4. Neither the license granted, nor these Terms and Conditions transfer and/or assign to you any of our intellectual property rights. We also do not grant you any license other than as expressly specified in these Terms and Conditions.
- 13.5. We may refuse to grant you the license of use of the Website, the Application or the Service in the event of any breach of the Terms and Conditions.
- 13.6. Strafos, and its suppliers and/or licensors (if applicable) shall retain all rights (including but not limited to all patent rights, trademark rights, copyright, trade secrets and any other intellectual property rights) in and to the Website and/or Application and/or Services outputs. You agree that only Strafos shall have the right to enhance or otherwise modify the Website and/or Application and/or Services outputs. If You provide Strafos with any reports of defects and/or suggests modifications ("**Report**"), Strafos shall have the right to use such Report, including incorporating such Report into its the Website and/or Application and/or Services outputs or other software products, without any obligation to You. Unless specifically agreed otherwise in writing, Strafos reserves all rights and grants You no licenses of any kind, whether by implication or otherwise. Strafos shall own and retain all right,



title and interest in and to (a) the Website and/or Application and/or Services outputs and all improvements, enhancements or modifications thereto; (b) any software, applications, inventions or other technology developed in connection with implementation the Website and/or Application and/or Services outputs or support by Strafos; and (c) all intellectual property rights related to any of the foregoing.

- 13.7. For avoidance of any doubts, the Parties agreed as follows. In case the work or its part related to the Report constitutes any copyright under Sec. 61 of Act no. 121/2000 Coll., on Copyright, as amended (the “**Copyright Act**”), the Customer hereby grants Strafos an exclusive and temporally and locally unlimited license to use such work including right to reproduce the work or part of the work. We are entitled to use the work in any and all ways of possible use. We are also entitled to use the work, to create copies of the work, to make the work available in any way to third parties, to edit the work or its name, to adjust or change it, to merge it with a different work (incl. different copyrighted work) or make it a part of a collective work. License is granted to us for the duration of property rights in the sense of the Copyright Act. We are entitled to transfer the license as a whole or in part to a third party and to grant sublicenses.

14. PROTECTION OF THE CLIENTS´ DATA – DATA PROCESSING AGREEMENT

- 14.1. You acknowledge, that you act as a data controller in respect of the Clients Data and that Strafos shall be a data processor. You shall obtain the respective rights and/or consents to process the Clients Data from Your respective Clients in order to be provided with the Services in accordance with the Terms and Conditions and the Agreement. The Customer Data may only be processed for the purpose of providing the Services to You. Strafos shall maintain commercially reasonable administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of the Customer Data and shall process the Customer Data strictly in line with applicable legislation and only for the period of the Agreement.
- 14.2. Strafos shall not (a) modify the Customer Data, except to the extent required to provide the Services; (b) disclose the Customer Data, except if compelled to do so by applicable Legislation, on the basis of the applicable Legislation, or if expressly permitted by the Customer; (c) access Customer Data except to provide the Services and to prevent or address service or technical problems or at the Customer’s request in connection with Customer support matters; or (d) transfer the Customer Data outside of the European Economic Area other than in compliance with such obligations as may be imposed on it by the applicable legislation.

- 14.3. Strafos shall ensure that obligations to protect Customer Data (including the non-disclosure obligation) are observed by all of its employees and any other persons which may have access to the Customer Data on behalf of Strafos and shall inform such persons of any administrative, physical and technical safeguards for the protection of the Customer Data.
- 14.4. Notwithstanding anything to the contrary in the Agreement, Strafos shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies, and Strafos will be free to: (a) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Strafos offerings (or offering of its affiliates); and (b) disclose such data solely in aggregate or in other de-identified forms in connection with its business.
- 14.5. Strafos shall obtain only the following types of personal data related to the Clients: (i) personal details (full name, date of birth, sex, e-mail, telephone number, full home address, prefix), (ii) passport or other travel document details (number, expiry date, issuing state, issuing date, nationality, place of birth, travel visa information), (iii) payment details.
- 14.6. Strafos shall obtain only the following types of personal data related to the Crew: (i) personal details (full name, date of birth, sex, e-mail, telephone number, full home address, prefix), (ii) travel or other document details (number, expiry date, issuing date, nationality, place of birth, travel visa information), (iii) company details (e-mail, telephone, job title, company code, qualification information, company identification card details).
- 14.7. Strafos shall process any personal data related to the Clients received from You in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the „**GDPR**“), and/or other applicable legislation.

15. SERVICE LEVEL AGREEMENT

- 15.1. **Service Support Specifications.** Strafos agrees to provide the Customer with the following Service Support Services relating to the Application, namely the provision of



a server for the operation of the Application and data processing under the Agreement and the basic service under the Customer's request (the "**Request**").

- 15.2. Provision of Service Support means all activity of Strafos under this Article 15, even if the result of the activity has the character of a work within the meaning of Section 2631 et seq. of Act No. 89/2012 Coll., the Civil Code or copyright work within the meaning of Section 2 of the Copyright Act.
- 15.3. The Parties agree that the Application will be operated exclusively on computer servers owned or rented by Strafos (the "**Server**"). The Parties agree to provide the support to the following extent:
- a) providing access to the Application through the Server. Strafos shall enable the Customer to remotely access the Application via the Internet, using the secure HTTPS protocol. We undertake to guarantee the functionality and accessibility of the Application to the Customer on weekdays from 9 am to 5 pm to 90% of the time with measurement of availability by individual whole hours, except that (i) exceptions under Article 15.5 of the Terms and Conditions shall not be included in this period; and (ii) the time when the Internet connection fails on the part of the ISP. Strafos is also not responsible for the unavailability of the Application due to force majeure.
 - b) **Basic Installation.** The basic installation means the installation of the Application on the Server, the appropriate configuration including the establishment of access to use the Application under the Customer's license and the provision of an SSL certificate.
 - c) **Service Support.** Service Support means providing basic access and operation of the Application in the form of service support, administration and maintenance of the web server and database (the "**Service Support**").
 - d) **Service Support Requirements.** For the purposes of these Terms and Conditions, the Customer's requirements for the provision of the Service Support are broken down by severity as follows:
 - High Priority Requirement** - a defect that disables the Application is defined as a defect corresponding to the High Priority Requirement, and Strafos undertakes to remedy such defect as soon as possible.
 - Medium and Low Priority Requirement** - a defect that by its nature does not significantly affect the normal operation of the Application and does not damage data, will be removed by Strafos after a possible agreement with the Customer.
- 15.4. **Reporting Requests.** In the case of the Customer's request, the Customer must notify Strafos of such Request by e-mail to the address support@strafos.com and must

contain the name of the authorized person making the Request and a description of the situation to be resolved.

- 15.5. **Exceptions to Providing Access to the Application.** Strafos shall be entitled to shut down the Server on which the Application is operated, upon prior notice to the Customer, for a maximum of 24 hours. If the Customer is notified of the outage at least 48 hours prior to the outage, the Server outage time shall not be included in the time of the Server provision pursuant to Article 15.3 letter a) of the Terms and Conditions.

In addition, the period when the unavailability was caused by:

- a) extraordinary intervention, which, at the discretion of us, must be undertaken as a matter of urgency to prevent risks that could compromise the security and / or stability and / or integrity of the Application or Server;
- b) misuse, misconfiguration, or orders intentionally or unintentionally executed by the Customer;
- c) anomalies or malfunctions of the operating system or related applications;
- d) anything that causes failures in the Internet network that are beyond the control of the Parties;
- e) Force majeure.

- 15.6. **Our Obligations.** In particular, Strafos shall:

- a) perform Service Support under the Terms and Conditions within the specified scope and within the relevant time limits;
- b) during the provision of the Service Support, immediately notify the Customer of the unsuitability of the Customer's instructions or the submitted documentation. In such a case, the Customer is obliged to comment on this notice in writing without undue delay and is obliged to take all measures to enable Strafos to continue providing the Service Support properly.

- 15.7. **Customer's Obligations.** The Customer is obliged in particular to:

- a) use the Application in accordance with our instructions and in accordance with the purpose of the Application;
- b) provide us with all necessary cooperation and all necessary information for the proper provision of the Service Support and ensure the necessary cooperation of third parties;

- c) take, in accordance with our instructions, measures to help refine the diagnosis and speed up the execution of the Service Support action;
 - d) allow Strafos to include the Customer's business name and logo as a reference on its presentation materials, in particular, but not exclusively, on the website presenting the Application and Strafos itself.
- 15.8. We shall not pay to the You any damages resulting from the loss of data, nor any accidental or consequential damages, unless such damages or losses were caused by us or caused by persons on our side. In order to prevent data loss, You are obliged to protect Your data as much as possible.
- 15.9. **Remuneration.** Remuneration for granting the services arising out of the service level agreement is already included in the agreed Price.

16. COMMUNICATION

- 16.1. **Addresses of the Customer.** You agree that any communication from Strafos with respect to the Agreement may be delivered electronically to the Customer's Account or to Your e-mail address specified therein.
- 16.2. **Customer references.** Strafos shall be entitled to publicly refer to You as a user of the Services.
- 16.3. **Newsletter.** We have right to send You our newsletter from time to time. If You do not agree with using Your data for purposes of sending newsletters, you may refuse it. The easiest way is to use the link included in each newsletter for such purpose, or You can send us an objection by e-mail.

17. TERM, SUSPENSION AND TERMINATION

- 17.1. **Term.** The Agreement continues in effect unless it expires or is terminated ("**Term**"). The Agreement may be terminated by You without any reason at any time by giving us 3 month' advance notice in writing. The termination period commences on the first day of the following calendar month after the delivery of the termination notice to us. The Agreement may be terminated by us without any reason immediately.
- 17.2. **Suspension and termination for non-payment.** If You owe to Strafos any amount under this Agreement for 10 or more days past a payment due date, Strafos may, without limiting its other rights and remedies, suspend the provision of the Services to You until such amounts are paid in full. Before suspending the Services, Strafos will



endeavor to provide You at least 3 calendar days' notice that Your Account is overdue ("**Notice**"). If, following the Notice, the respective payment is not paid in full, Strafos may, at its sole and exclusive discretion, terminate the Agreement and the Services.

- 17.3. **Amendments.** We reserve the right to amend these Terms and Conditions at any time, and without prior consultation with You. We will notify the change at least 10 days before it becomes effective by displaying a notice in the Your Account or on the Website. If You do not agree to the change, You have the right to withdraw from the relevant contractual relationship established by these Terms and Conditions, effective as of the date on which the notified changes take effect, by delete Your Account. If you do not delete Your Account before the change becomes effective, You agree to the change.
- 17.4. **Applicability.** These Terms and Conditions shall apply to all Agreements concluded since February 1st 2020.
- 17.5. **Termination for breach.** Moreover, the Agreement may be terminated as follows:
- a) if either Party breaches any material term or condition of the Agreement and fails to cure such breach within 30 days after receiving notice of the breach, the non-breaching Party may terminate the Agreement on notice at any time following the end of such 30 day period; or
 - b) if either Party becomes insolvent on the basis of a respective court order, then the other Party may terminate the Agreement immediately upon notice.

Upon expiration or termination of the Agreement, You shall cease all use of the Services.

- 17.6. **Return of Customer Content.** Upon the request of the Customer that is made within 15 days after the effective date of termination, Strafos will make such Customer Data available to the Customer in a file for download in .zip format together with any attachments in their native format. After such 15 day period, Strafos shall have no obligation to maintain or provide any such Customer Data and may thereafter, unless legally prohibited from doing so, delete all such Customer Data in Strafos's systems, under Strafos's control or otherwise in Strafos's possession. Upon request of the Customer, Strafos shall, unless and to the extent legally prohibited from doing so, delete all Customer Data in Strafos's system, which were requested by the Customer.

18. FINAL PROVISIONS



- 18.1. **Liability.** Strafos is not liable for any damage, harm or loss arising out of any actions or omissions of the Customer or other third parties in connection with transportation of the Clients. Nor are We liable for any damage, harm or loss arising out of Your actions or omissions that are contrary to these Terms and Conditions.
- 18.2. **Set-off.** You are not authorized to set-off any of Your claims against any of Strafos's claims nor are you authorized to retain payments, in any manner, intended for Strafos regardless of the nature and/or purpose of such payments. Strafos is authorized to set-off any of its claims against any of Your claims.
- 18.3. **Assignment of rights.** Your rights and/or obligations arising under this Agreement can be transferred (assigned) to third persons with Strafos's prior written approval exclusively. You hereby provide Strafos with Your approval to the assignment of all rights and/or obligations arising under the Agreement to third parties.
- 18.4. **Severability.** The provisions of these Terms and Conditions are severable, and if any part of them is held to be void, illegal, invalid, ineffective or unenforceable in any respect, it shall not affect the validity, effectiveness and enforceability of the remaining provisions of the Terms and Conditions.
- 18.5. **Applicable law.** The Agreement shall be governed by Czech law.
- 18.6. **Jurisdiction.** Any disputes between the Parties relating to or arising out of this Agreement (including any non-contractual obligations arising out of or in connection with this Agreement) or related to its violation, termination or nullity, which have not been settled amicably, shall be settled by the relevant courts of the Czech Republic unless provided by the mandatory applicable laws otherwise.