

1. Definitions

FreeFlyCenter or FFC - DIZGUT Sp. z o.o. based in Leszno, Szybowników 28, 64-100 is an entity registered in Regional Court under the KRS number 0000415698, REGON 161457281, NIP PL754-306-32-44 (hereinafter „**Seller**”) that is a party of all agreements (hereinafter „**Agreements**”) made via **The Website**.

Customer – a person or entity making a Reservation or purchase of Services using cash or non-cash transactions (owning a valid credit card or access to online bank account).

The Website – a system that enables purchase of Services in FreeFlyCenter via the Internet, accessible at www.freeflycenter.com and all its subpages.

Place of Service Delivery – Wind Tunnel FreeFlyCenter, Leszno, 64-100, Szybowników 28.

Regulations – this document that constitutes regulations of sales and Reservation of Services (hereinafter: „Service”) in FreeFlyCenter and that states the rules, scope and conditions of using the Website.

Charge – the value of services ordered by the Customer in accordance with the rate card current at the moment of purchase.

Payment system – Payment settling system PayU, through which all online transactions between the Customer and FreeFlyCenter are executed (with the use of a credit card or online transfer).

2. General statements

a. The Regulations define the rules, scope and conditions of using the Website by the Customer, rules of Charge returns for Services purchased in the Website and the rules of complaint.

b. The Customer is obliged to use the Website in accordance with the law in force, social and custom norms and the statements of Regulations.

c. To all matters not settled herein the regulations the Civil Code will apply.

d. Services offered through the Website are executed in the Place of Service Delivery.

e. The Regulations document is available in the Place of Service Delivery and on the Website.

f. Rights and Obligations of Seller and Customer are defined only in the Regulations and the rules of law in force.

g. Agreements concluded via the Website come under the Polish law.

h. Texts, pictures, sounds, graphic design, animations and movies and its location on the Website are a subject to the Law of Copyright and Related Rights. The Contents

of the Website cannot be copied, changed or shared with a third party. Moreover, the Website can contain materials that are a subject to third party's copyrights. Unless stated otherwise, all trademarks on the Website are under the Law of Trademarks. The Seller does not grant the license to use their intellectual property or the intellectual property of third parties.

3. Rules of agreements concluded via the Website

A service Agreement is concluded via the Website in the following way:

- a. A Customer makes a Reservation through the Website, by phone, e-mail or in person in the Place of Service Delivery for a specific date and time and the scope of Service (hereinafter: „Reservation“) and receives confirmation of the Charge. Simultaneously, the Customer makes a Service Reservation and is obliged to cover the Charge.
- b. A Customer, creating an account on the Website (hereinafter: „User's Account“) is obliged to give their personal data, including: name, surname, phone number and e-mail address (hereinafter: User's E-mail Address“) and to set up a password blocking access to the account. It is forbidden for the Customer to reveal their login data to the User's Account to a third party. The Customer is fully responsible for all operations on the Website executed with the use of their User's Account.
- c. By making an order without setting up a User's Account on the Website, a Customer is obliged to give their personal data, including: name, surname, phone number and e-mail address.
- d. A Customer is obliged to pay the Charge within 24 hours from making a Reservation. The moment of paying the Charge is understood as the moment of receiving by the Website information about the payment through the payment channels available on the Website or sending a transfer confirmation to info@freeflycenter.com or making the payment in the Place of Service Delivery. The term of payment is limited to 6 hours if there are less than 3 days remaining to the date of Service execution.
- e. Upon obtaining information about receiving payment the Website sends the Customer an e-mail message with the confirmation of receiving payment and acceptance of the Reservation, meaning concluding an Agreement.
- f. The Seller has the right to give to the Customer an individual consent to pay the Charge in the Place of Service Delivery before its execution. In such a case, the terms described in d. above are not in force and the Agreement is concluded at the moment of making the Reservation.
- g. In the case of lack of Charge payment in the term designated in d. and f. above the Seller has the right to cancel the Reservation (hereinafter: „Cancellation“). The Customer will be informed about this fact by e-mail.
- h. By making a Reservation in the name of a third party a Customer is obliged to inform them about the rights and responsibilities that the Agreement entails. By accepting the Regulations a Customer states that they informed the third party about

their rights and responsibilities that the Agreements entails and that they received the third party's acceptance.

3.1 Gift vouchers

a. A Voucher constitutes a document entitling to participate in the Services organized by FreeFlyCenter. In order to redeem it, the Voucher needs to be returned at the Reception Desk in FreeFlyCenter at the day of the Service execution.

b. Each Voucher is valid for 360 days from the purchase. Special, occasional vouchers constitute an exception - their validity term is defined by agreements or separate, special offers' regulations.

c. FreeFlyCenter is not open everyday. Prior to the visit it is advised to check the current opening hours by phone and make a Reservation giving the following data: name, surname, phone number, number of participants, type of Service and Voucher's number.

d. Vouchers cannot be returned.

e. Upon the purchase there is no option to change the type of a Voucher.

f. The validity term of Vouchers cannot be prolonged.

g. Vouchers cannot be copied, sold, duplicated. Vouchers can be used only once.

h. Reduced Vouchers are valid for kids between 5 and 13 y.o.

i. A document that entitles to use the reduced Voucher is needed and should be shown when redeeming the Voucher in FreeFlyCenter.

j. The possibility to enter FreeFlyCenter depends on the number of people present there on a given day. In the case of having a maximum number of guests it is necessary to wait for free space. A Voucher is not equivalent to space reservation.

k. FreeFlyCenter has the right to deny Voucher's redemption if any damage makes it impossible to read the data on the Voucher.

l. Voucher's redemption is equivalent to acceptance of this Regulations document and its full contents that are available on www.freeflycenter.com and in FreeFlyCenter.

m. Purchasing a Voucher is equivalent to acceptance of the rules and obliges to comply with them.

4. Complaints

a. A Customer has the right to file a complaint to Cancellation of Reservation (hereinafter: "Complaint"). Filing a Complaint, a Customer is obliged to deliver the Seller confirmation of payment settlement within a required term (hereinafter: "Confirmation"). A Customer is entitled to file a Complaint within 24 hours from the

Cancellation. The Seller is obliged to consider the Complaint within 1 working day from its receipt. Complaints can be filed on writing in the Place of Service Delivery or by e-mail sent to info@freeflycenter.com.

b. In the case of Complaints acceptance by the Seller, the Seller will propose to the Customer a possibility to use the rights that result from the Agreement on the same term as in the Reservation. Unless it is possible, the Seller and the Customer will jointly agree on a different term of Service delivery.

c. If the Customer did not paid the Charge within the terms described in point 3d. the amount will be registered on the User's Account and can be used to cover the costs of future Reservations.

d. Complaints filed after the term designated in a. or Complaint that does not fulfill the requirements described in a. will not be considered.

e. Complaints regarding payments should be sent to the Payment System according to the Regulations on the Payment System's website: www.payu.pl.

5. Execution of Service purchase Agreement via the Website

a. Timing and the Place of Service Delivery are defined in the Agreement.

b. A Customer is obliged to present their identity card or deliver a statement available in the Place of Service Delivery and confirmed with a signature (hereinafter: "Statement") 30 minutes before the Service execution the latest.

c. If a third party authorized by the Customer to use the rights that result from the Agreement does not have full rights to make declarations of intent, their guardian is obliged to deliver a signed Statement in person in the Place of Service Delivery.

d. Failure to fulfill the conditions described in b. and c. above is equivalent to a withdrawal from the agreement by the Customer.

e. In the case of Agreement cancellation by the Seller owing to circumstances beyond the Seller's control, e.g. due to force majeure, the Charge will be returned to User's Account on the Website and can be used for future Reservations.

f. In the case of Agreement cancellation by the Customer, the Seller will charge the Customer for the cancellation as follows:

| The number of hours before the agreed term of Service execution | Cancellation charge – a percentage of value of the cancelled Agreement |
|---|--|
| > 72 hours | 0% |
| 48 -72 hours | 30% |
| 24 -48 hours | 60% |
| < 24 hours | 100% |

g. The value of cancelled Service upon the cancellation deduction will be returned to the User's Account of the Customer.

6. Personal Data

a. Personal data are administered by FFC (data as in point 1 of the Regulations). Personal data of Customers will be processed for the purpose of Service execution. Upon the Customer's consent personal data will be processed also for the purpose of direct marketing of the Seller's products and services. Personal data will not be passed to third parties. A Customer is allowed to access their personal data and correct them. Submitting personal data is voluntary.

b. Processing personal data will include the following: name, surname, phone number and e-mail address.

c. Provided that the Customer concludes the Agreement for a third party, the Customer states that they obtained the consent from the third party to provide the Seller with their personal data. Personal data of the third party will be used only for the purpose of Agreement execution.

d. Personal data will be processed according to the rules as of the Act of 29 August 1997 about the personal data protection (Journal of Laws of the Republic of Poland 2002 No 101, item 926 as amended).

f. A Customer is obliged to inform the Seller about each change in their personal data listed in b. above. The Seller does not bear responsibility for delay or lack of action caused by a failure to update the aforementioned data by the Customer, in particular the Seller does not bear responsibility for the inability to deliver the Service.

7. Final statements

a. The Seller does not bear responsibility for the inability to deliver the Service and execute the Agreement fully or partially as a result of a force majeure (in particular in the case of a natural disaster, terrorist attack or threat, disruptions in energy delivery).

b. In the situation described in a. above the Seller is obliged only to return the Charge for the undelivered Services to the User's Account or propose other suitable date to deliver the Service.

c. This Regulations document may be changed by FFC. FFC will inform about the planned changes 14 days in advance, publishing it on the Website in a place visible for the Customer before making a Reservation. Unless the Customer accepts on writing the new Regulations, hitherto statements are binding for Reservations made before the date of new Regulations introduction.