

**ETN Slovakia General Business Conditions
For Reservations Entered Through the On-Line Portal**

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(Hereinafter "ETN Slovakia")

General Contract Conditions For Ticket Transactions

I Definitions

- 1 RESERVATION – an electronic entry in the worldwide reservation system and in the system of a specific carrier regarding a client who decided to use carriage services provided by the carrier. It contains information on the passenger – name and surname, gender, date of birth (for children, youth, students, infants and seniors), exact times and geographical itinerary including identification of carriers and flights.
- 2 GROUP RESERVATION – a reservation for the minimum of 10 passengers.
- 3 FLIGHT TICKET – a contract of purchase between a client and an air carrier regarding air carriage of the client and his or her luggage from the place of departure to the final destination. At the point of paying for the ticket the client automatically enters a contract of purchase with the airline carrier and agrees with transport terms and conditions set forth by the carrier. General transport conditions of air carriers associated in the International Air Transport Association (IATA) could be found at the www.etn.sk website - "Flight Tickets" tab.
When entering contracts of purchase ETN Slovakia acts as an intermediary and does not claim any responsibility for possible complaints regarding services provided by air carriers.
- 4 ELECTRONIC TICKET – (etix) is an electronic entry of a purchased flight ticket containing all flight ticket information and a flight ticket unique number generated directly by the reservation system of an air carrier
- 5 PAPER FLIGHT TICKET – air transport voucher that a passenger must physically carry at the time of departure, and present it at the airport check-in.
- 6 PTA - Prepaid Ticket Advice. A document that informs about pre-paid air carriage fee containing the place (an airport, an air carrier office) where a client can pick up the ticket. The fee charged for PTAA by the air carrier is SKK 1,150 and it is paid together with the price of the ticket.
- 7 TICKET PRICE – price of air transport services.
- 8 AIRPORT FEES – fees charged by air carriers, airports and states in connection with air transport. This fee is usually collected together with the ticket price. In some cases it is necessary to pay departure fees in cash directly at the airport prior to the departure (especially in some countries of Asia, Africa and Southern America).

II Terms and Conditions of Reservation

- 1 ETN Slovakia operates an on-line reservation portal that allows clients to search currently available transport connections according to pre-defined requirements entered into the reservation form (places and dates of departures and arrivals), and to reserve the

connection that the client agrees with and chooses. The fee for reservations entered by clients on-line is SKK 600 per person.

If the client is interested in having a flight connection offer prepared by ETN Slovakia agents, he or she can request such offer by sending an e-mail to info@etn.sk. The request must include names of passengers, places and dates of departures and arrivals, and other information (children, youth, specific dietary needs, sports equipment to be transported, etc.). When the client agrees with the offer he or she is sent an invoice via e-mail.

- 2 The on-line portal is available 24 hours daily. **IMPORTANT: A reservation can ONLY be entered if the desired date of departure is not earlier than on the third day from the day of reservation.** (Example: on February 5th it is only possible to make reservation for the departure day of February 8th). Making a reservation for an earlier departure day could only be done by ETN Slovakia agents. Contacts could be found at the www.etn.sk website.
- 3 When entering a reservation IT IS INEVITABLE to correctly enter the name and surname of passengers EXACTLY as they appear on traveling documents. If this is not done correctly ETN Slovakia does not bear any responsibility for possible denial of air carriage services by air carriers.
- 4 A passenger should in his or her interest check any visa obligations for selected destinations. ETN Slovakia does not bear any responsibility for possible denial of air transport services by air carriers because of incomplete travel documents.
- 5 After creating a reservation, a **reservation code** is automatically generated for the client and a reservation receipt is send through e-mail We recommend clients to verify the reservation at the www.checkmytrip.com website by entering the reservation code into the "Amadeus Reservation Number" field and the last name with no diacritical marks or accents into the "Passenger's Last Name" field.
In case of any discrepancies it is necessary to immediately contact ETN Slovakia through e-mail or by telephone. Discrepancies include e.g. incorrect name, surname, their incorrect order, gender (Mr., Ms.), etc.
In case of entering incorrect information ETN Slovakia does not bear any responsibility for denial of air transport services by the air carrier. We recommend checking the following through www.checkmytrip.com:
 1. Name and surname, gender (MR = Mister, MRS = Mistress, MS = Miss, JR = Junior)
 2. Place of departure and arrival for the trip including the return trip, and places of transit
 3. Date of departure and arrival
 4. Times of flights
- 6 Confirmation of reservation by e-mail contains:
 - The date of issuing a flight ticket: depending on terms and conditions for the service
 - The reservation code
 - Traveling itinerary (flight schedule) including flight dates, routes, flight times, flight numbers and RBD (class of reservation)
 - Names of passengers
 - Breakdown of the flight ticket price in the following order: "ticket price" + "airport fees" + "ticket issuing fee" = "total sum due in SKK" (the total in SKK includes insurance fee if you checked this option when making your reservation)
 - Address, e-mail and telephone of ETN Slovakia
- 7 The exact total price of the flight ticket as listed on the confirmation e-mail is only guaranteed on the date of reservation.
- 8 It is necessary to enter all personal information correctly and truthfully. This information serves to identify a client and its reservation in the following communication. If an airline carrier requires other documents to issue a flight ticket (passport number, or identification document number) these will be requested from the client via e-mail. ETN Slovakia reserves the right not to issue the product in case a client fails to submit such documents, or fails to submit them in time, with no right to claim losses incurred by the client due to

the product not being issued. By providing information and finishing the reservation the client agrees with processing the personal information provided in order to issue the ticket. In case of providing untruthful or incomplete data ETN Slovakia reserves the right to claim compensation for any losses incurred by providing incomplete data in full amount. In this case ETN Slovakia does not bear any responsibility incurred by the client.

- 9 Until the moment of payment reservations can be modified, changed or cancelled with no fee charged. Once a flight ticket has been issued all changes are liable to cancellation fees and refund charges; a client is obliged to seek such information before payment and before having a flight ticket issued. Conditions for changing and refunding are different for every flight ticket and ETN has no control over them. ETN Slovakia charges an administrative fee of SKK 500 for any changes to flight tickets that have already been issued. However, a client may change flight details through the air carrier.
- 10 If a flight ticket needs to be cancelled not later than 48 hours before the planned departure the official refund policies of air carriers are applied. If a client seeks cancellation less than 48 hours before the departure or he/she misses the departure (co called "no show") it is generally only possible to ask the air carrier to refund airport fees. Agreeing to such request is fully within competence of the air carrier.

A flight ticket can only be cancelled during opening hours of ETN Slovakia based on a written request containing a bank account number, invoice number and a reservation code in case of electronic ticket, and containing a bank account number, invoice number and the physical flight ticket in case of paper ticket (if a client cannot present the paper ticket no cancellation is possible). When canceling tickets already issued the client will be charged by ETN Slovakia an administrative fee of SKK 500 per ticket - in addition to the issuing charge which is non-refundable. This fee will be also charged in case the ticket is non-refundable and the air carrier only refunds airport fees. These fees will be collected in addition to any fees charged by the air carrier.

If the flight ticket is cancelled due to serious reasons (death of a close relative, serious health condition, hospital admittance) it is necessary to present a written document proving the reason (master copy of death certificate, medical report in English, etc.). This document along with the cancellation request will be sent to the air carrier for assessing the case on individual basis; they may refund money even beyond official conditions. ETN Slovakia does not provide any guarantee regarding individual procedures in such cases and higher refunds.

Once all documents have been delivered (a cancellation request, a paper flight ticket, or a medical report in English or a death certificate) these documents will be processed by ETN Slovakia and the air carrier. Once the case is settled by the air carrier the money will be transferred to ETN Slovakia or a credit card will be credited with the amount in question (if a flight ticket was paid for in this way). The client will be sent a letter of credit. Refunding terms depend on acts by third parties – air carriers. Generally the whole process lasts approximately 2 months. In case a client requests individual assessment because of serious reasons and submits necessary documents it may take as long as several months to process cancellation.

In case a client cancels a flight ticket paid for with a credit card, he or she is obliged to include the credit card information in the cancellation request. By doing this the client automatically gives ETN Slovakia permission to charge the administrative fee for canceling the ticket.

Under no circumstances it is possible to change the passenger name in an individual reservation. It is only possible to create a new reservation depending on available places and prices. A flight ticket for a client who cannot travel can only be cancelled (see cancellation procedures above). Cancellation is subject to conditions prescribed by air carriers for different flight ticket categories

- 10 If special services are required such as transporting animals, sports equipment etc., ETN Slovakia cannot guarantee that such requirements will be fulfilled. To increase the likelihood of confirming special requirements it is in the interest of the client to submit all documents required by the air carrier as soon as possible. If confirming a special service has direct impact on the trip in question, ETN Slovakia recommends clients to pay for product reservation only after confirmation by the air carrier. ETN Slovakia however may

not guarantee that special services will be confirmed at the time for which the reservation is held and the price is guaranteed. Contact the ETN Slovakia call center for more information. If a client pays the flight ticket and the air carrier does not confirm additional services, cancellation is nevertheless subject to official cancellation procedures of the air carrier.

- 11 By entering information and finishing a reservation the client agrees that he or she is familiar with general conditions, understands them and agrees in full extent.
- 12 In case a group reservation is required (10 or more passengers traveling together at least in 1 direction) it is necessary to contact ETN Slovakia reservation agents.

Final Provisions of General Contract Conditions for Flight Ticket Transactions

I Delivery

- 1 Flight tickets will be issued and delivered to the client immediately after payment – payment is defined as the moment of crediting the ETN Slovakia account in keeping with conditions detailed above.
- 2 Flight tickets will be delivered based on the manner chosen by the supplier - this manner can not be influenced – in the following way:
 - (i) **Via e-mail** – the system automatically checks the possibility of issuing an electronic ticket. If it is possible to issue a ticket electronically, electronic ticket information will be sent to the client.
 - (ii) **If chosen by the client - via postal service to a location in the Slovak Republic** – flight tickets that cannot be issued in the electronic form are issued as paper tickets. If chosen by the client, these tickets could be sent via postal service free of charge within the area of the Slovak Republic in a registered letter. ETN Slovakia is not responsible for losses incurred by clients in case of delay caused by .
 - (ii) **If chosen by the client – via courier to a location in the Slovak Republic** – flight tickets that cannot be issued in the electronic form are issued as paper tickets. If chosen by the client, these tickets could be sent by the UPS courier service within the area of the Slovak Republic. In such case the client pays for the service in cash to the courier at the point of receiving the delivery. The price of the service within the area of the Slovak Republic is SKK 244 (VAT included).
- 5 Issuing and picking up a flight ticket in a different point (Prepaid Ticket Advice, PTA)
Flight tickets that cannot be issued as electronic tickets are issued as paper tickets. If a client chooses to pick up the pre-paid ticket at the airport of departure or at an air carrier branch close to the point of departure, this is possible under the PTA service. Air carriers charge a SKK 1,150 fee to issue a ticket in this way. Such ticket could be picked up by a client at a specified location after presenting an official identification document valid in the given location. PLEASE NOTE: Not all air carriers support PTA tickets and the process of issuing a PTA ticket can take as many as 5 working days, depending on conditions of specific air carriers. The call center should be contacted for details on how to issue a PTA ticket and on conditions and the specific pick-up point.
- 6 It is in the interest of a client to re-confirm a return flight 3 days before the departure of a long-distance service. This could be done through the local or the nearest branch of the air carrier. One reason of re-confirming could be to ensure the air carrier that the client is interested in the specific flight. The client would be at the same time informed on possible changes in departure times, or flight cancellations that might have happened in due time. In case of significant departure time changes or canceling a flight the client has purchased

ticket for it is a responsibility of the air carrier to provide alternate means of transport to the client in keeping with IATA General Conditions of Carriage.

- 7 In keeping with IATA General Conditions of Carriage it is a responsibility of a client to present for check-in in time.

ETN Slovakia recommends its clients to arrive for check-in not later than:

- 2 hours before the planned departure time for a short-distance flight (within Europe or if the total length of the flight is under approx. 3 hours)
- 3 hours before the planned time of departure (mid- to long-distance flights, or the total length of the flight exceeds 3 hours).

II Conditions of Payment for Services

- 1 A client can pay for flight tickets and other services provided by ETN Slovakia in the following manner:

(i) **CASH** – in the ETN Slovakia s.r.o. office, address: Tupého ul. 23/A, 85101 Bratislava, only in business hours specified at www.etn.sk under the “Contacts” tab.

(ii) **BANK TRANSFER / DIRECT CASH DEPOSIT crediting the bank account** – a client is sent an invoice containing all details necessary to make such transfer.

A client can choose the appropriate manner of payment to make sure the full amount invoiced is credited to the ETN Slovakia account number in time – i.e. before the due date listed on the invoice.

(iii) **TATRAPAY** – this way of payment is only available to clients of Tatra banka a.s.

(iv) **CREDIT CARD** – only for embossed credit card holders (debit cards, Visa Electron cards and Maestro cards are not accepted). In case a client chooses this manner of payment and the flight ticket cannot be paid for with a credit card (payment options are defined by air carriers differently for every price category), this information will be communicated by an ETN Slovakia reservation agent through telephone or e-mail. The client agrees to pay only with a credit card the client is entitled to use. ETN Slovakia is not responsible for complaints in case of card abuse; all losses incurred will be claimed from the client.

The client is informed that a credit card payment proceeds by 2 transactions. The flight ticket price, airport fees and the PTA issuing fee will be charged directly by the air carrier. The flight ticket issuing fee and insurance fee will be charged by ETN Slovakia.

If it is not possible to execute a credit card transaction for technical or other reasons, the client will be immediately notified via telephone. The client is in such cases obliged to settle the due amount on the same day by crediting one of ETN Slovakia accounts in keeping with the following paragraph of General Conditions. Otherwise the reservation of flight or insurance will be cancelled with no right to claim any losses incurred.

- 2 The client is obliged to pay for the flight ticket in proper and timely manner. It is left to discretion of the client to choose the manner of payment to make sure the full amount due is credited to an ETN Slovakia account. An invoice is considered paid at the moment of crediting the entire amount due on the ETN Slovakia account listed on the invoice. The total invoiced sum must be credited to an ETN Slovakia account not later than 5 PM. In case the total invoiced amount is credited on the company’s bank account later than that, ETN Slovakia reserves the right to change the price according to price categories of the air carrier. If a client fails to contact an ETN Slovakia reservation agent and does not ask for extending the payment deadline, ETN Slovakia reserves the right to cancel the flight ticket. In case of failure to comply with the payment conditions above, or in case of late payments or partial payments, the client will be charged an administrative fee of SKK 200 when the company returns the amount paid. The administrative fee of SKK 200 will also be charged when returning overpayments.

- 3 The client agrees to print the invoice sent through an e-mail message and store it in a way to make sure the invoice fulfills requirements for a written document according to Art. 75, Par. 6 of the Act Nr. 222/2004 Coll. on Value Added Tax including amendments thereto. The client agrees to receive the invoice via e-mail and also agrees with the way of issuing the invoice detailed above. When making flight ticket transactions, every payment transferred to an ETN Slovakia account is first used to settle services connected with providing flight tickets, and then to settle the price of the ticket.

III Personal Information

- 1 The client proclaims that according to Art. 7 of the Act Nr. 428/2002 Coll. on Protection of Personal Information including amendments thereto (hereinafter "Personal Information Protection Act") agrees that ETN Slovakia may process his or her personal information provided when reserving a flight ticket or insurance (hereinafter "personal information").
- 2 The client agrees with processing, disclosing and using his or her personal information in a way that is consistent with the nature of personal information for the reason related to providing services by ETN Slovakia, but also for purposes of correspondence between the parties for the period of ten years.
- 3 The client agrees with processing, disclosing and using his or her personal information for purposes of direct marketing by ETN Slovakia for the period of ten years. In keeping with Art. 20, Par. 3, Indent a) of the Personal Information Protection Act the client has the right to file a written request with ETN Slovakia free of charge and complain against processing his or her personal information when he or she presumes that the information might be used for purposes of direct marketing without his or her consent, and request elimination of such information.
- 4 The client agrees that ETN Slovakia may authorize an intermediary. The client agrees with transborder flow of his or her personal information exclusively for purposes of issuing a flight ticket, reserving accommodation or commissioning insurance or direct marketing by an air carrier or an air carrier association that provided the reserved flight, by other service providers, and ETN Slovakia contract partners.
- 5 The client hereby grants ETN Slovakia the permission to copy and scan official documents necessary to verify and confirm data provided to ETN Slovakia when reserving a flight ticket, a tour, accommodation or insurance.
- 6 The client proclaims that all information provided by him or her are true. The client proclaims that he or she is aware of consequences that provision of incorrect information might have – especially in cases when this could be classified as criminal offence.
- 7 The client authorizes ETN Slovakia to verify the provided credit card information in a call center of the bank that issued the card.

IV Client Proclamation

- 1 For any services that include commissioning of or providing air carriage the client hereby confirms that he or she has been familiarized with the IATA General Conditions of Carriage, and accepts these conditions.
- 2 The client is aware that ETN Slovakia accepts no responsibility for circumstances related to the reserved flight (flight delay, flight cancellation, lost or damaged baggage, etc.) All discrepancies and complaints concerning the reserved flight need to be resolved with the air carrier in question.
- 3 Unless stated otherwise in these conditions, all complaints regarding ETN Slovakia services need to be sent by the client in writing to the address of ETN Slovakia. The client shall receive an answer not later than in 28 days from receiving the letter by ETN Slovakia.

V Final Provision

- 1 Exchange of written documents between a client and ETN Slovakia is done electronically using e-mail addresses provided by one party to another, or through postal service. In case of postal messages all written communication addressed to ETN Slovakia must be sent to the address in the letterhead of General Business Conditions, and postal messages addressed to the client must be addressed to the address of the client's permanent residence – or to the address provided by the client to ETN Slovakia for purposes of delivering written communication. In electronic communication to the client, if ETN Slovakia does not receive an error message of impossibility to deliver a message to the e-mail address of the client, the message is considered delivered. In electronic communication addressed to ETN Slovakia, a message is considered undelivered until the moment when ETN Slovakia confirms its reception to the client by an e-mail reply message. In postal communication, if a message is returned to the sending party for any reason, this letter is considered delivered after the third day of the message being returned to the party.
- 2 Visa requirements and travel documents – the passenger is obliged to verify travel documents and visa requirements not only for the destination but also for transit countries. The most current information related to any visa requirements or other limitations for travelers could be obtained directly from relevant embassies or at the internet address of the Slovak Republic Ministry of Foreign Affairs (www.mzv.sk). ETN Slovakia is not responsible for losses incurred by the client in relation to unknown visa requirements.