

General Transport Terms and Conditions of SMART JET Sp. z o.o.

1. Description of Company and General Information

1.1 Smart Jet Sp.z o.o. [*Polish limited liability company*] (hereinafter the Company) holds a licence to operate commercial air transportation (airplanes) issued by Urząd Lotnictwa Cywilnego [*Polish Civil Aviation Authority*] under ref. PL-038.

The Company reserves the right to amend the general transport terms and conditions without prior notice.

1.2 Registered office of the Company

Smart Jet Sp. z o.o.

With registered office: 00-728 Warszawa, ul. Bobrowiecka 8,

Company ID: 0000377915,

VAT reg. PL9512333293

Registered in the Commercial Register administered by the National Court Register in Warsaw

CEO: Tomasz Malec.

1.3 Transportation provided by the Company is governed by the following documents:

- a) Generally binding regulations of the Republic of Poland;
- b) Montreal Convention of 28 May 1999 (Convention for Unification of Certain Rules for International Carriage by Air;
- c) The relevant directives, rules and regulations of the European Community (EASA rules such as Reg. 965/2012)

2. Application of General Transport Terms and Conditions

2.1 The General Transport Terms and Conditions of the Company shall apply to all flights of which have been ordered by the Client (hereinafter named also as the passenger) and confirmed by the Company.

2.2 In the flight order the contractual parties may specify special conditions of the flight. Such special conditions must be written in the order and confirmed by the Company.

2.3 Contract for air transport services is concluded at the moment when the Company confirms acceptance of the Client duly completed and signed flight order.

2.4 Flights operated by the Company are not subject to any general business terms and conditions of the Client.

3. Aircraft

3.1 By confirming the flight order the Company undertakes to provide an airplane with sufficient capacity to transport the number of passengers specified in the order. If necessary, the Company may substitute the agreed airplane with another one of the same category.

3.2 The Company shall transport only such number of passengers as specified in the order and exclusively the passengers included in the list of passengers.

3.3 Higher number of passengers compared to the number specified in the order may be transported by the Company only under favourable conditions at the time of boarding. Higher number of passengers may increase the price for the flight.

4. Flight Price

4.1 Flight price specified in the order includes:

- a) All transport costs with specific flight fees included;
- b) Catering for all persons on board in the range of offer agreed and discussed with Client;
- c) Insurance;

4.2 Flight price does not include:

- a) Transfer of passengers to and from airport; ;
- b) Visa costs, any customs fees and taxes;
- c) Any additional costs due to changes made after confirmation of the order;
- d) Any additional costs resulting from changes caused by the Client`s failure to meet the agreed specific conditions of the flight (departure time, changed number of passengers);
- e) Any additional costs incurred due to any event of Force Majeure (unfavourable weather conditions, particularly fog, storms, sand storms) preventing to operate the flight in the time specified in the flight order;
- f) Additional costs resulting from delayed flight, unless caused by the Company
- g) De-icing of the aircraft before the departure (applicable to ferry/positioning sector also).
- h) Pet transport fee, if applicable, unless otherwise stated in the contact;
- i) Any costs on Customer side may rise due to COVID-19 regulations/requirements.

5. Payment Terms and Contractual Penalties

5.1 Unless specified otherwise in the flight order, 100% of the flight price must be paid and credited on the Company account at least 24 hours before the departure. If the flight order is carried out during 24 hours before the departure the Client is obliged to provide the Company with a bank confirmation that proves the wire transfer of the due amount has been performed.

5.2 Any surcharge resulting from increased price of the flight shall be due and payable upon the issuing of a final invoice with a maturity of 7 days, unless agreed otherwise.

5.3 Invoices shall meet all the formal requirements of a tax document as stipulated by the law. In case of a delay with the payment of an invoice the Company is entitled to impose on the Client a daily contractual late payment interest in amount of 0,05%.

5.4 Contractual penalties

Unless specified otherwise in the confirmed flight order, the following contractual penalties will be charged for a cancelled flight:

- a) up to 7 days before first departure – 15% of total flight price
- b) 7 days – 72hrs before first departure – 30% of total flight price
- c) 72h – 24h before first departure – 50% of the total flight price;
- d) less than 24h before first departure - 80% of the total flight price;
- e) ‘no show’ or aircraft started positioning flight - 100% of the total flight price.

6. Cancelled Flights and Refusal to Transport

6.1 Company shall operate the flights according to confirmed orders unless the Company and the Client agree otherwise or unless there arises any circumstances caused by Force Majeure as specified in subsection 6.3, or circumstances specified in subsection 6.4. Any and all changes must be confirmed by both parties in an amendment to the confirmed flight order.

6.2 The Client acknowledges that if the passengers fail to observe the agreed boarding time, such failure may further affect the flight conditions, delay or cancel the flight and cause the additional costs. Even though the Company exerts its best efforts to keep up with the original departure time, operational circumstances or limits set by crew duty time may cause a significant delay of the original confirmed departure time or, respectively, the flight(s) may be cancelled.

6.3 Force Majeure

The Company reserves the right to cancel, divert, suspend or delay a flight or any part thereof if it is impossible to carry out the flight due to reasons beyond the Company's control. Such reasons include, among others, an event of Force Majeure, weather conditions, operation limitations, technical breakdowns, strikes, uprisings, embargos, wars, acts of hostility or disturbances and any direct or indirect consequences thereof, regardless them being actual or reported events.

In the event that due to the above stated reasons it is not possible to land at the destination airport, the contract for aircraft transportation will be considered as fulfilled at the moment when the aircraft lands at the replacement airport. Further, the Contract shall be deemed to be fulfilled even when due to the above mentioned reasons, it is not possible to land the aircraft at the destination airport for departure flight and the landing is done at a replacement airport, from which the client can be transported to the destination airport.

In case of flight cancellation or shortening on the grounds referred to in this paragraph, the total price of the flight shall be adequately reduced by the cost of sections or parts that have been cancelled.

6.4 Cancellation of Flight and Refusal to Transport

6.4.1 Cancellation of Flight by the Company

The Company reserves the right to cancel a flight if the Client has seriously violated the terms and conditions agreed in the flight order or General Transport Terms and Conditions. If a flight is cancelled pursuant to this subsection contractual penalties specified in subsection 5.4 shall apply.

The captain of the aircraft shall be finally responsible for operation of the flight and may cancel the flight for safety or technical reasons, or may decide to land on a different airport from the one confirmed in the flight order. In such case the Company shall not be liable for any damage caused thereby (see subsection 6.3).

6.4.2 Refused Transport

The Company has the right to refuse to transport a passenger, luggage or cargo if such transport may endanger the aircraft's safety or violate any applicable law or regulations. Furthermore, the Company may refuse to transport a passenger who refused to undergo a security check or who seriously disrupts the transport.

7. Transport and travel documents

7.1 For travel within the European Union all passengers shall submit a valid identity card; for travel to other countries, a valid passport and if necessary a valid Visa, must be submitted. All passengers are solely responsible for the fulfilment of all validity requirements, certifications, permissions etc. required by local authorities for all visited destinations.

7.2 If required by the third party (airport procedures, state authorities etc.) as a necessary pre-condition for the commencement of the flight, the Company is entitled to request and the Client is obliged to provide a list of passengers containing the following data: full name, nationality, date of birth and passport number (VISA if necessary).

7.3 Luggage

7.3.1 The Company shall exert its best efforts to transport the Client's luggage if possible from the point of the flight safety, aircraft capacity and applicable regulations. The Client shall inform the Company should it have any doubts concerning the transport of luggage. 7.3.2 Due to size of aircrafts used by Company, the Client is required to check with passengers prior the flight the luggage quantity (size and quantity) they intend to take. **Operator must be notified about expected luggage quantity and dimensions of each luggage at least 1 day prior the flight.** Preferred are soft bags. Luggage exceeding the specified weight shall be transported only with the Company's express approval and must be specified in the flight order.

7.3.3 The Company shall refuse any luggage the transport of which is prohibited by law or might endanger the safety of the aircraft or passengers. This provision applies particularly to firearms and other dangerous goods items under the provisions of ICAO. Customer must inform passengers about rules of Dangerous Goods transportation. All rules for passengers are available at: www.smart-jet.pl/safety/.

7.3.4 The Company shall not transport animals if not explicitly approved in the flight order.

7.3.5 The passenger is solely responsible for the fulfilment of all documents required by the local authorities regarding transported luggage and its content or transported animals (especially when DEFRA approval is required – flights to UK).

8. Liability

8.1 Company's Liability

8.1.1 Liability of the Company regarding the international air transport is governed by the Convention for Unification of Certain Rules for International Carriage by Air of 28 May 1999 (Montreal Convention) and by the Directive of European Parliament and of the Council of the European Union No 2027/97, as amended by Regulation No 889/2002 of 13 May 2002, to the Montreal Convention applicable to both international and domestic air transportation.

8.1.2 The company is responsible for the amount of actual damage within the limit of its liability. The company is not liable for indirect or consequential damages or for loss of profit.

8.1.3 Liability restriction:

- a) The Company shall not be liable for any damage caused by third parties;
- b) The Company shall not be liable for any damage and non-performance of agreed terms and conditions caused by:
 - i. Force Majeure;
 - ii. Weather conditions;
 - iii. Circumstances directly or indirectly resulting from regulations or steps taken by authorities;
 - iv. Circumstances beyond the Company's control.

c) The Company shall not be liable for any damage and non-performance of agreed terms and conditions caused by its failure to obtain required approvals from competent authorities (such as “Prior permission required” or “Landing permission” etc.).

d) The Company shall not satisfy any claims possibly resulting from delay of passengers, baggage or cargo, or due to landing at an alternate airport or departure from the alternate airport, with the exceptions of cases where the claim arose as a result of gross negligence.

8.2 Client’s Liability

8.2.1 The Client is liable for meeting the flight terms and conditions; the same shall apply if the Client acts as an agent.

8.2.2 The Passenger is required to properly assess his/her own current health status, particularly with regard to heart diseases, high blood pressure, dizziness, cold or any other ailment. Also, women expecting child must consider their own current health status and risks (with regard to their stage of pregnancy) before proceeding with transport. All risks arising from transport in this context are taken by the transported person under his/her own responsibility.

8.2.3 If any transported person is injured the Client shall report the injury to the Company immediately after flight completion.

9. Personal Data Protection

9.1 To fulfill obligations resulting from Regulation 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 (General Data Protection Regulation, hereinafter defined as the „GDPR”), Parties conclude Entrustment Agreement, which contents includes Attachment no 1 to General Transport Terms and Conditions. Contents of this entrustment agreement is disclosed in Attachment no 1 to Terms of Services.

9.2 In case of Customer being natural person:

a. Service Provider is Personal Data Administrator. In every issue concerning data protection, you can contact Service Provider via: occ@smart-jet.pl

b. Client’s personal data is processed in order to conclude and execute Contract. Client’s personal data will be collected and processed for Service provider’s accounting purposes.

c. Legal ground of Clients personal data processing is:

- Necessity of processing to conclude and execute Contract.
- Necessity to fulfil Service provider’s legal obligation, concerning Service provider’s accountancy. This obligation results from polish regulations i.e. Tax regulation from August 29th 1997, Accountancy Act from September 29th 1994 and Value Added Tax Act from March 11th 2004.

d. Company’s employees, subcontractors, companies that provide services to Company (i.e. HR and accounting services, dispatch, flight planning group, CAA in case of audits, IT and technical support services, archiving and removing of documents) will have access to Client’s personal data, to fulfil their obligations. Client’s personal data may be also disposed to authorized state authorities.

e. Data retention of Client’s personal data:

- Client’s personal data processed in order to conclude and execute Contract is kept until Services are provided for the Client, according to General Transport Terms and

Conditions. Client's personal data, i.e.: name, surname, ID's/passports details, CC details, ticket's details and e-mail address will be kept for 5 years after dissolution of the Contract in order to recognize claims and complaints concerning provided Services;

- In terms of data processed in order to Company's accountancy purpose, Client's personal data retention results from applicable legal regulations, concerning termination of tax obligations.

f. Client has a right to:

- demand access to his personal data, its correcting, deleting or processing limitation and right to transfer the data,

- submit objection to process his personal data at any time,

- submit complaint to General Personal Data Security Inspector, at 2 Stawki Street, Warsaw. From May 25th complaint may be submitted to supervisory authority i.e. President of Personal Data Protection Department. ,

g. Disclosing the data is vulnerable, although essential to conclude Contract and use Services in accordance to Terms and Conditions. Contract cannot be concluded and executed and Services cannot be provided, if Client avoids to disclose his personal data.

h. Client's personal data will not be profiled or used to take a decision in automatic way.

Attachment No. 1

to the General Transport Terms and Conditions of Smart Jet Sp. z o.o.

Entrustment agreement (hereinafter defined as the „Agreement”)

Concluded between Client (hereinafter defined as the „Administrator”) and Company (hereinafter defined as the „Processor”)

Processor - under the binding Contract and Terms of Conditions – provides services to Administrator, what results in necessity of processing personal data. In order to fulfil obligations resulting from Regulation 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 (General Data Protection Regulation, hereinafter defined as the „GDPR”) Parties decided as follows:

1. Subject of the Agreement.

To fulfil obligations resulting from GDPR, Administrator entrusts to Processor processing personal data in order to execute Service Contract. Entrusted data includes Client’s data, that are needed due to flight purposes. Entrustment agreement is concluded for the duration of the Service Contract and has constant character. Entrusted data will be processed in computer system.

2. STATEMENTS. The Data Administrator states, that entrusted personal data was collected in accordance with valid provisions of the law, especially with GDPR regulations.

Processor states that:

- a. Knows GDPR regulations and commits to process entrusted personal data in accordance with these regulations and in scope and aim necessary to execute Service contract;
- b. Ensures sufficient guarantees to implement suitable technical and organizational measures, to meet GDPR requirements and protect rights of individuals.

3. PARTIES’ OBLIGATIONS.

Processor:

- a) Processes personal data only on documented command of Administrator. Service Contract is documented command – unless such obligation impose EU regulations or polish law; in such case before data is entrusted, Processor informs Administrator about such obligation, unless law does not prohibit to give such information due to important public interest;
- b) Allows to process the data only authorized persons, who committed secrecy or are subjects to statutory secrecy obligation,
- c) Taking into account state of technical knowledge, implementation costs as well as character, scope, context and processing aims and risk of violating rights of individuals with different occurrence possibility and threat seriousness, implements suitable technical and organizational measures, to ensure safety level appropriate to this risk according to art. 32 GDPR;

d) Taking into account processing character, as far as possible, helps Administrator by suitable technical and organizational measures to meet the obligation of answering demands of individuals, concerning his or her personal data in scope of executing rights indicated in Chapter 3 of GDPR;

e) Taking into account processing character and available information, helps Administrator to comply with obligations specified in art. 32-36 of GDPR;

f) discloses administrator on his demand every information necessary to prove fulfilment of regulations specified in Agreement or art. 28 of GDPR.

4. SUBENTRUSTMENT.

Administrator expresses general approval on using by Processor further processors (hereinafter defined as the „**Subprocessors**”). Processor commits to inform Administrator about every intended change concerning adding or replacing Subprocessor, giving Administrator possibility to object to such changes.

5. Using Subprocessors,

Processor is obliged to assure that Subprocessor will process entrusted personal data only in purpose and scope specified in the Agreement, wherein purpose and scope of processing will not be broader than resulting from the Agreement. Moreover, Subprocessor will be obliged to keep in secret all requirements and personal data processing conditions, that result from this Agreement and GDPR, that lie on Processor. If Subprocessor does not fulfil responsibilities concerning data protection, responsibility to Administrator concerning Subprocessor's duties, lies on Processor.

6. TRANSMITTING INFORMATION.

Processor immediately, but not later than within 24 hours from attaining the information about incident, informs Administrator via e-mail on e-mail address indicated by Administrator:

a) About every personal data security breach in terms of GDPR;

b) About every complaint and motion filed by entrusted data subjects, without answering to these complaints and motions;

c) If – in his opinion – Administrator's command leads to infringement of universally applicable personal data protection law.

7. RIGHT TO CONTROL.

Administrator has right to undertake audits, including inspections, in order to check, whether processing of entrusted personal data takes place in accordance with the Agreement and GDPR. Processor is obliged to allow undertaking such audits and take part in audits. Audits will be undertaken by written requests from Administrator concerning information about processing of entrusted personal data. Processor answers to such Administrator's request in 7 days from obtainment of the request.

8. DURATION AND TERMINATION OF THE AGREEMENT.

Unless the General Transport Terms and Conditions stipulates otherwise, the Contract has been concluded for the period of validity of the Service Agreement. For the avoidance of doubt, expiry or termination of the Service Agreement results in termination of this Contract. However the Contract shall not expire before fulfilment of all obligations of the Processor

resulting from the Service Agreement which requires processing of personal data by Processor.

9. After termination of the Agreement, depending on Administrator's decision, Processor removes or gives back to Administrator all entrusted personal data and removes all existing copies of the data, unless legal obligations oblige Processor to keep personal data. In such situation Processor may keep only those pieces of personal data, that concerns this legal obligations and only in the way compatible with this Agreement.

10. FINAL PROVISIONS.

The Contract and any disputes or claims arising out of or in connection with it or its subject matter are governed by, and construed in accordance with, the Polish law. Any dispute arising out of or in any way relating to the Contract or its formation or validity shall be subject to the exclusive jurisdiction of Polish courts competent over the seat of Processor. The words and phrases used in this Contract shall be construed in accordance with the definitions contained in the Terms of Service.
