

GENERAL TERMS AND CONDITIONS

Infinite X Prague s.r.o.

FLY VISTA

1. INTRODUCTORY PROVISIONS

- 1.1. These Terms and Conditions (hereinafter referred to as "**terms and conditions**") of Infinite X Prague s.r.o, with registered office at Národní 63/26, Postal Code: 110 00, Prague 1 - Nové Město, ID No: 117 40 418, registered under file number C 353772 by the Municipal Court in Prague (hereinafter referred to as the "**seller**"), regulate the mutual rights and obligations of the parties arising in connection with or on the basis of a purchase contract (hereinafter referred to as the "**purchase contract**" or "**contract**") concluded between the Seller and another natural or legal person (hereinafter referred to as the "**buyer**") via the Seller's online shop or a brick-and-mortar shop/kiosk/physical cash desk on the premises of the Seller's premises or in the premises of the Máj Národní shopping centre, where the Seller's kiosks are located. The Seller's online shop is operated at the following Internet addresses, depending on the service/goods provided:

<https://flyvista.cz>,

through a web interface (hereinafter referred to as the "**web interface**").

- 1.2. The Terms and Conditions further regulate the rights and obligations of the parties when using the Seller's website located at the following addresses, depending on the service/goods provided

<https://flyvista.cz>,

(hereinafter referred to as the "**website**")

and other related legal relationships. The Terms and Conditions do not apply to cases where a person who intends to purchase goods from the Seller is acting in the course of his business when ordering goods.

- 1.3. Provisions deviating from the terms and conditions may be agreed in the purchase contract. Deviating provisions in the purchase contract take precedence over the provisions of the terms and conditions.
- 1.4. The provisions of the terms and conditions are an integral part of the purchase contract. The purchase contract and the Terms and Conditions are drawn up in the Czech and English language. The purchase contract can be concluded in the Czech or English language.
- 1.5. The Seller may change or supplement the wording of the terms and conditions. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the terms and conditions.

2. USER ACCOUNT

- 2.1. Based on the buyer's registration made on the website, the buyer can access their user interface. From his/her user interface, the buyer can order goods (hereinafter referred to as "**user account**"), the buyer can also order goods without registration directly from the web interface of the shop.
- 2.2. When registering on the website and when ordering goods, the buyer is obliged to provide correct and truthful information. The buyer is obliged to update the information provided in the user account in case of any change. The information provided by the buyer in the user account and when ordering goods is considered correct by the seller.
- 2.3. Access to the user account is secured with a username and password. The buyer shall maintain confidentiality regarding the information necessary to access his/her user account and acknowledges that the seller shall not be liable for any breach of this obligation by the buyer.
- 2.4. The buyer is not entitled to allow third parties to use the user account.
- 2.5. The seller may cancel the user account, especially if the buyer does not use his/her user account for more than 3 years or if the buyer violates his/her obligations under the purchase contract (including the terms and conditions)
- 2.6. The buyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the seller's hardware and software equipment, or the necessary maintenance of hardware and software equipment of third parties.

3. CONCLUSION OF THE PURCHASE CONTRACT

- 3.1. The web interface of the shop contains a list of goods offered for sale by the seller, including the prices of each offered item. The prices of the goods offered are inclusive of value added tax and all related charges. The offer for sale of goods and the prices of such goods shall remain valid for as long as they are displayed in the web interface of the shop. This provision does not limit the seller's ability to conclude a purchase contract on individually agreed terms. All offers for sale of goods placed in the web interface of the shop are non-binding and the seller is not obliged to conclude a purchase contract in respect of these goods
- 3.2. The web interface of the shop also contains information on the costs associated with packaging and delivery of goods. The information on the costs associated with the packaging and delivery of goods listed in the web interface of the shop is valid only in cases where the goods are delivered within the Czech Republic.
- 3.3. To order goods, the buyer fills in the order form in the web interface of the shop. The order form contains in particular information about: the goods ordered (the goods ordered are "inserted" by the buyer into the electronic shopping cart of the web interface of the store), the method of payment of the purchase price of the goods, information about the required method of delivery of the ordered goods and information about the costs associated with the delivery of the goods (hereinafter collectively referred to as "**order**")
- 3.4. Before sending the order to the Seller, the buyer is allowed to check and change the data that the buyer has entered in the order, including with regard to the buyer's ability to detect and correct errors arising when entering data into the order. The data provided in the order are considered correct by the seller. The seller shall confirm receipt of the order to the buyer immediately upon receipt by e-mail to the buyer's e-mail address specified in the user interface or in the order (hereinafter referred to as the "**buyer's e-mail address**").

- 3.5. Depending on the nature of the order (quantity of goods, amount of the purchase price, estimated shipping costs), the seller is always entitled to ask the buyer for additional order confirmation (for example, in writing or by phone).
- 3.6. The contractual relationship between the seller and the buyer is established by the delivery of the acceptance of the order (acceptance), which is sent by the seller to the buyer by electronic mail to the buyer's e-mail address.
- 3.7. The buyer acknowledges that the Seller is not obliged to conclude the purchase contract, especially with persons who have previously materially breached the purchase agreement (including the terms and conditions).
- 3.8. The buyer agrees to the use of remote communication means in concluding the purchase contract. Costs incurred by the buyer in the use of remote means of communication in connection with the conclusion of the purchase contract (internet connection costs, telephone call costs) shall be borne by the buyer.

4. PRICE OF GOODS AND PAYMENT TERMS

- 4.1. The price of the goods and any costs associated with the delivery of the goods according to the purchase contract concluded through the web interface of the shop can be paid by the buyer to the seller by MasterCard or Visa via the internet secure payment gateway (so-called online card). Individual or other payment methods are offered and accepted according to the current availability or the specific goods and time and place of purchase. The Buyer shall respect the options offered in the web interface of the shop and the brick-and-mortar shop, especially when purchasing different types of products in combination.
- 4.2. Together with the purchase price, the buyer is also obliged to pay the seller the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price shall also include the costs associated with the delivery of the goods.
- 4.3. In case of cash payment, the purchase price is payable upon receipt of the goods. In the case of non-cash payment, the purchase price is due within 4 days of the conclusion of the purchase contract
- 4.4. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled at the moment of crediting the relevant amount to the seller's account.
- 4.5. The Seller is entitled, especially in the event that the Buyer fails to confirm the order (Article 3.5), to demand payment of the full purchase price before the goods are sent to the Buyer.
- 4.6. Any discounts on the price of the goods granted by the Seller to the Buyer cannot be combined.
- 4.7. If it is customary in the commercial relationship or if it is stipulated by generally binding legal regulations, the Seller shall issue a tax document - an invoice - to the Buyer in respect of payments made under the Purchase Agreement. The seller is a payer of value added tax. The seller shall issue the tax document - invoice to the buyer after payment of the price of the goods and send it in electronic form to the buyer's electronic address.
- 4.8. In the event that the item is a ticket purchased via the web interface, the validity of the ticket is limited to the day for which the ticket was purchased. Tickets purchased through the ticket office or the seller's kiosk in the Máj Národní shopping centre are valid only on the day of purchase. After the expiry of the validity period, the tickets will expire. In such a case, the buyer is not entitled to a discount on the purchase price or its refund, even if the services corresponding to the tickets have not been exhausted.

5. CANCELLATION OF ORDERS

- 5.1. The seller reserves the right to cancel the buyer's order, or part of it, if it is not possible due to temporary unavailability to deliver the goods within the delivery period, or within the agreed delivery period, or the goods are no longer produced, or not delivered, or the price has changed significantly by the supplier of the goods. If such a situation arises, the seller shall immediately inform the buyer in order to agree on a further course of action. If an order paid for by the buyer has been cancelled, the seller undertakes to refund to the buyer within 15 days the purchase price paid in full or less the cancellation fee, by transfer to the buyer's account, unless otherwise agreed between the seller and the buyer.

6. RESERVATION IN FLY VISTA RESTAURANT

- 5.2. In case the customer makes a reservation on the website <https://flyvista.cz>, by phone or by e-mail for a table in the Fly Vista restaurant on Friday or Saturday, the seller will be asked to enter his payment details so that a block of CZK 250 per person can be made on the customer's payment card. If the customer fails to arrive at Fly Vista restaurant on the date of his/her reservation, the amount of the block will be charged to the payment card in favour of the seller as a refund for the unused reservation. If the customer is present on the date of the reservation, the blocked amount will be released by the seller.
- 5.3. The amount of the previous paragraph will also be blocked for reservation for groups of more than 10 persons (inclusive) on any day of the week.

7. WITHDRAWAL FROM THE PURCHASE CONTRACT

- 6.1. The buyer acknowledges that, pursuant to the provisions of Section 1837(a) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**civil code**"), he cannot withdraw from the contract for the provision of services if these services have been performed with his prior express consent before the expiry of the withdrawal period; this provision also applies to cases where the goods are used to perform services within the seller and these services have been performed. The buyer therefore acknowledges that it is not possible to withdraw from the contract of sale for goods used for the subsequent performance of services where these services have already been performed by the seller. The buyer further acknowledges that, according to Section 1837(j) of the civil code, he cannot withdraw from a contract for the provision of services, accommodation, transport, catering or leisure if the Seller provides these services on a specific date or within a specific period, as in the case of the sale of limited validity tickets; this provision also applies if the goods used to redeem the services within the seller could only be redeemed on a specific date (e.g. New Year's Eve programme, special events, etc.) or where the buyer reserves a specific date on which the service is to be provided by the seller on the basis of a ticket.
- 6.2. Unless it is a case referred to in Article 7.1 or another case where the purchase contract cannot be withdrawn from, the buyer has the right to withdraw from the purchase contract within fourteen (14) days of receipt of the goods in the case of purchase of the goods via the web interface of the shop (distance method) in accordance with the provisions of Section 1829 (1) of the civil code, where the subject of the purchase contract is several types of goods or the delivery of several parts, this period runs from the date of receipt of the last delivery of goods. Withdrawal from the purchase contract must be delivered to the seller within fourteen (14) days of receipt of the goods. The buyer may send the withdrawal from the purchase contract, inter alia, to the seller's business address or to the seller's e-mail address. A sample withdrawal form can be found on the website of Infinite X Prague s.r.o. at https://flyvista.cz/wp-content/uploads/2025/01/Withdrawal-from-the-contract_Infinite-X-Prague-en.pdf

- 6.3. In the event of withdrawal from the contract according to Article 7.2 of the terms and conditions, the purchase contract is cancelled from the beginning. The goods must be returned to the seller within 14 days of the withdrawal from the contract. The goods must be returned to the seller undamaged and unworn and, if possible, in their original packaging. If the buyer withdraws from the purchase contract, the buyer shall bear the costs of returning the goods to the seller, even if the goods cannot be returned by normal postal means due to their nature. In the case of goods that have been sent to the Buyer's electronic address (e.g. a ticket with a barcode or similar) or in the case that the goods can be reproduced by copying, the seller shall invalidate the goods in the seller's electronic system in the event of the buyer's withdrawal from the contract; such invalidated goods cannot be used for their original purpose and will not be accepted by the seller in the event of their use by the buyer or any other person. 7.4 Within fifteen (15) days of the return of the goods by the buyer pursuant to Article 7.3 of the terms and conditions, the seller shall be entitled to examine the returned goods, in particular to determine whether the returned goods are damaged, worn out or partially consumed.
- 6.4. In the event of withdrawal from the contract pursuant to Article 7.2 of the terms and conditions, the seller shall refund the purchase price to the buyer within ten (10) days of the end of the period for review of the goods pursuant to Article 7.4 of the terms and conditions, but no later than thirty (30) days from the delivery of the withdrawal from the purchase contract to the buyer, in the same manner and by the same payment method as the Seller received from the Buyer. The seller shall also be entitled to return the performance provided by the buyer already upon return of the goods by the buyer or by any other method, provided that the buyer agrees and no additional costs are incurred by the buyer. If the buyer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer before the buyer returns the goods to the seller or proves that he has sent the goods to the entrepreneur or before the goods are invalidated in the manner provided for in Article 7.3 of the terms and conditions.
- 6.5. The buyer acknowledges that if the goods returned by the buyer are damaged, worn out or partially consumed, the seller is entitled to compensation for damages incurred by the buyer. The seller is entitled to unilaterally offset the claim for payment of the damage against the buyer's claim for reimbursement of the purchase price.
- 6.6. If a gift is given to the buyer together with the goods, the gift contract between the seller and the buyer is concluded with the condition that if the consumer withdraws from the purchase contract, the gift contract shall cease to be effective in respect of such gift and the buyer shall be obliged to return the gift together with the goods to the seller.
- 6.7. The rights of withdrawal from the purchase contract referred to in this article of the terms and conditions apply only to contractual relations where the consumer acts on the buyer's side.

8. TRANSPORT AND DELIVERY OF GOODS

- 7.1. The method of delivery of the goods is determined by the seller, unless otherwise specified in the purchase contract. If the method of delivery is agreed upon at the request of the buyer, the buyer bears the risk and any additional costs associated with this method of delivery. If the seller is obliged under the purchase contract to deliver the goods to the place specified by the buyer in the order, the Buyer is obliged to take delivery of the goods upon delivery
- 7.2. In the event that for reasons on the part of the buyer it is necessary to deliver the goods repeatedly or in a different way than specified in the order, the buyer is obliged to pay the costs associated with the repeated delivery of the goods, or the costs associated with a different method of delivery.
- 7.3. Upon receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and in the event of any defects immediately notify the carrier. In the

event that the packaging is found to be damaged, indicating that the shipment has been tampered with, the Buyer may not accept the shipment from the carrier. By signing the delivery note, the buyer confirms that the packaging of the shipment containing the goods was intact.

- 7.4. Further rights and obligations of the parties in the carriage of the goods may be regulated by the seller's special delivery conditions, if issued by the seller.

9. RIGHTS FROM DEFECTIVE PERFORMANCE

- 8.1. The rights and obligations of the contracting parties with regard to rights arising from defective performance are governed by the relevant generally binding provisions (in particular, Sections 1914 to 1925, 2099 to 2117 and 2161 to 2174 of the civil code).
- 8.2. The seller is liable to the buyer for the fact that the sold item is in conformity with the purchase contract, in particular that it is free of defects at the time the buyer took it over. Conformity with the contract of sale means that the sold item has the quality and performance required by the contract, described by the seller, the manufacturer or his representative or expected on the basis of their advertising, or the quality and performance usual for the item, that it conforms to the requirements of the legislation, is in the appropriate quantity, measure or weight and corresponds to the purpose for which the seller states the item is used or for which the item is usually used and meets the requirements of the legislation.
- 8.3. The buyer is entitled to exercise the right for defects that occur in consumer goods within twenty-four months of receipt.
- 8.4. If the defective performance is a material breach of contract, the buyer has the right to have the defect removed by delivery of a new item without defect or delivery of a missing item; to have the defect removed by repairing the item; to receive a reasonable discount on the purchase price; to withdraw from the contract. The buyer shall notify the seller of his choice of right when notifying the defect or without undue delay after notification of the defect. The buyer may not change the choice made without the seller's consent, but this does not apply if the buyer has requested the repair of a defect that proves to be irreparable. If the seller fails to remedy the defects within a reasonable period of time or if he notifies the buyer that he will not remedy the defects, the buyer may demand a reasonable discount on the purchase price in lieu of remedying the defects or may withdraw from the contract. The buyer-consumer is also entitled to a reasonable discount if the seller is unable to supply a new item without defects, to replace a part of the item or to repair the item, as well as if the seller fails to remedy the defect within a reasonable time or if it would cause the consumer considerable difficulty to remedy the defect. If the buyer does not exercise his right in time, he has the same rights as in the case of an insubstantial breach of contract - see below.
- 8.5. If the defective performance is an insignificant breach of contract, the buyer has the right to have the defect removed or to a reasonable discount on the purchase price. The seller may, at his option, remedy the defect by repairing the item or by supplying a new item. If the seller fails or refuses to remedy the defect in a timely manner, the buyer may demand a discount on the purchase price or may withdraw from the contract. The buyer cannot change the choice made without the seller's consent.
- 8.6. Complaints can be made by e-mail at info@ixgroup.cz , or in person during the operating hours of the premises at the address of the premises Národní 63/23, Prague 1, or by correspondence at Národní 63/23, Prague 1. The moment of claim is considered to be the moment when the buyer has informed the seller that he is claiming.
- 8.7. If the goods are in the form of a ticket or other voucher or confirmation for services and goods provided at the seller's premises, the seller shall not be liable for their loss, theft, damage or

misuse by any third party. Services not availed of by the buyer on the basis of the goods under the preceding sentence shall be forfeited and the seller shall not be obliged to refund the buyer the price thereof or a proportionate part thereof

10. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

- 9.1. The buyer acquires ownership of the goods by paying the full purchase price of the goods
- 9.2. The buyer acknowledges that the software and other components forming the web interface of the shop (including photographs of the goods offered) are protected by copyright. The buyer undertakes not to carry out any activity that could enable him or third parties to interfere with or make unauthorised use of the software or other components of the web interface of the shop.
- 9.3. The buyer is not entitled to use mechanisms, software or other procedures that could have a negative impact on the operation of the web interface of the shop. The web interface of the shop may only be used to the extent that is not detrimental to the rights of other customers of the seller and that is consistent with its purpose. The Seller is not bound by any codes of conduct in relation to the buyer within the meaning of Section 1826 (1) (e) of the civil code
- 9.4. The buyer acknowledges that the seller shall not be liable for errors resulting from third party interference with the Website or from use of the Website contrary to its intended use.
- 9.5. Consumer complaints are handled by the Seller via the electronic address info@ixgroup.cz. The seller shall send information on the handling of the buyer's complaint to the buyer's electronic address. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, internet address: <https://adr.coi.cz/cs>, is competent for the out-of-court settlement of consumer disputes arising from a purchase contract. The online dispute resolution platform located at <https://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer under the purchase contract.
- 9.6. The buyer hereby assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the civil code.
- 9.7. The buyer acknowledges that the other rights and obligations of the parties are derived from the Fly Vista Visiting Regulations, which are available at the Fly Vista Restaurant bar.

The buyer undertakes to observe and abide by these visiting rules.

11. PRIVACY AND COOKIES

- 10.1. For information on the protection of personal data (GDPR) and the storage of cookies according to the previous article, the buyer can visit the website of Infinite X Prague s.r.o. at https://flyvista.cz/wp-content/uploads/2024/11/Privacy-Policy_GDPR_IXP_13112024-en.pdf
- 10.2. The buyer agrees to the storage of cookies on his/her computer or other similar device. In the event that the purchase on the website can be made and the seller's obligations under the purchase agreement can be fulfilled without the storage of cookies on the buyer's computer, the buyer may withdraw the consent according to the previous sentence at any time.

12. SUBMISSION

- 11.1. Unless otherwise agreed, all correspondence related to the purchase contract must be delivered to the other party in writing, either by electronic mail, in person or by registered mail through the postal service provider (at the sender's choice). The buyer shall be delivered to the e-mail address specified in his/her user account.
- 11.2. The message is delivered
 - 11.2.1. in the case of delivery by electronic mail, the moment of its receipt on the incoming mail server; the integrity of messages sent by electronic mail may be ensured by a certificate
 - 11.2.2. in the case of delivery in person or through a postal service operator, by the recipient taking delivery of the parcel
 - 11.2.3. in the case of delivery in person or through a postal service operator, also by refusing to accept the consignment if the addressee (or a person authorised to accept the consignment on his/her behalf) refuses to accept the consignment
 - 11.2.4. in the case of delivery through a postal service operator, the expiry of the period of ten (10) days from the deposit of the consignment and the giving of a notice to the addressee to take delivery of the deposited consignment, if the consignment is deposited with the postal service operator, even if the addressee has not been informed of the deposit

13. FINAL PROVISIONS

- 12.1. If the relationship related to the use of the website or the legal relationship based on the purchase contract contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This is without prejudice to the consumer's rights under generally binding legislation.
- 12.2. The seller is authorized to sell goods on the basis of a trade license and the seller's activities are not subject to any other authorization. Trade control is carried out within the scope of its competence by the competent trade authority
- 12.3. If any provision of the terms and conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. Amendments and supplements to the contract of sale or the terms and conditions shall be in writing
- 12.4. The purchase contract, including the terms and conditions, is archived by the seller in electronic form and is not accessible.
- 12.5. Seller's contact details: delivery address Národní 63/23, Prague 1, e-mail address info@ixgroup.cz, telephone +420 720 772 001.
- 12.6. These terms and conditions are valid and effective from 27 of December, 2024.