

Please read these Terms and Conditions carefully before using our website www.skypicker.com ("Site" as defined below) and making any booking.

When you make a purchase on the Site, you agree to accept these Terms and Conditions. If you do not accept all of these terms, then you may not use our Site.

Contents of these Terms and Conditions and short summary of what we claim here:

- * Definitions - the main terms you meet in our Terms and Conditions.
- * Privacy statement - we respect your privacy and protect your information.
- * Your Contract - the main conditions for parties.
- * Delivery of Your Booking - the process how you can obtain the booked tickets.
- * Payment - regulations on money transfer.
- * Liability of Skypicker - what are we liable for.
- * Your obligations - what are you responsible for in order to operate successfully.
- * Act of Providence - force majeure.
- * Other Generally Applicable Terms.

ARTICLE 1. DEFINITIONS.

"BOOKING" - means any order for services you make on our Site which is accepted by Us (as defined below). Acceptance will be made by Skypicker when we have received full payment from you and we sent you a confirmation email.

"BAGGAGE" - your personal property accompanying you in connection with your trip. Note the difference with the Cabin Baggage (or Hand Baggage) and Hold Baggage. Some airline charge extra fee for Hold Baggage.

"SkyPicker.com", "Skypicker", "Travel Agent", "We", "Us" and "Our" (as a context requires) means business company Skypicker.com s.r.o., registration No.: 29352886 having its registered office at Bakalovo náměstí 2, Post Code: 639 00, Brno, Czech Republic, registered in the Commercial Register held by the Regional Court in Brno in section C, insert 74565.

"SITE" - Skypicker's operated website www.skypicker.com where online reservations can be made.

"TRAVEL SUPPLIER" - all the airlines.

"THE TRAVEL SUPPLIER'S TERMS AND CONDITIONS" - apply in addition to the rules set up here.

"the Skypicker.com Services" - access to and use of any Skypicker booking and customer services, websites, applications, tools and other materials operated or otherwise provided by Skypicker.

"FLIGHT" - a single flight operated by the carrier from one airport to another one.

"CUSTOMER SERVICE" - the assistance and advice we provide to our dear travelers.

"CUSTOMER", "You", "Your", "Yourself" - It is you, who create the order and book the flight.

"PASSENGER", "TRAVELER" - the person who is stated in booking form, e-tickets, and boarding pass.

"PAYMENT" - means bank transfer of the appropriate amount of money in accordance with the Booking to the bank account of Skypicker referred in the Booking; the payment is made upon receipt of the money on Skypicker's bank account.

ARTICLE 2. PRIVACY.

2.1. Your personal information will be used in accordance with our privacy policy.

ARTICLE 3. GENERAL PROVISIONS.

3.1. *Booking.* Acceptance of booking will be made by Skypicker when we have received full payment from you and we have sent a confirmation email.

3.2. When you choose to buy a flight via the Site, and your preferred travel service is available, we will process the booking on your behalf and the contract will be concluded directly between the Travel Supplier and you.

3.3. Skypicker is not a party to the contractual relationship. Any queries or concerns relating to the service should be addressed to the Travel Supplier.

3.4. Skypicker does not assume any responsibility for the travel products and services provided by the Travel Supplier and makes no representations or warranties (express or implied) about the suitability or quality of travel products and services featured on the Site.

3.5. *The Travel Supplier's terms and conditions* (including fare rules) will apply in addition to those set out here. The Travel Supplier's terms and conditions may include provisions relating to payment procedures, default, liability, cancellations, changes of bookings and refunds (if available) and any other restrictions. Please refer to your particular Travel Supplier for full details as to the applicable terms and conditions.

3.6. You are responsible for complying with any Travel Supplier conditions in relation to reconfirmation of flights, or other matters.

3.7. Flights.

3.7.1. The tickets are non-changeable and non-refundable on all flights.

3.7.2. The majority of airlines reserve the right to make schedule changes and cancel confirmed bookings. While Skypicker is not responsible for such schedule changes or cancellations, we will provide you with any reasonable assistance you require via our customer services.

3.7.3. Airlines may charge for additional services such as preferred seating, in-flight entertainment (if available), food, drink and snacks etc. Any charges for these additional services are not included in the price of your flight ticket and must be paid to the airline directly.

3.7.4. Skypicker is not responsible for any additional costs incurred and advise you to contact the relevant airline to add any additional services and verify charges. You can check your baggage allowance by visiting the airline's website.

3.7.5. Skypicker is not responsible for the costs of any transfers between airports or terminals that you may incur.

3.8. **Connecting flight** - is a flight with an intermediate stop and change of aircraft (possibly a change of airlines). For some destinations you need to use such kind of flights.

3.8.1. It may happen that the first flight can be delayed and due to delay you miss the connecting flight. In this case you need immediately contact Skypicker.com via email or phone and provide all the details upon the flight and personal data for us to operate fast. Skypicker.com will provide you the best options to get to your destination.

3.8.2. Note that it is necessary to pick up your hold baggage and to recheck it at the transfer airport.

3.8.3. Be aware that in some cases with the connection flight of different airlines, some airlines charge the fee for the hold baggage and some are not. So you may have one flight without any extra fee and another connection flight with money to pay for the luggage.

3.8.4. Skypicker.com guarantee that in case of the delay or cancellation of the one of connecting flights within 24-hour period you will be provided with another flight to your destination or the refund of all the flight. If it is more than 24-hours delay or cancellation, than the customer specify whether Skypicker refunds the flight or provide another one.

3.9. **One-way combinables.**

3.9.1. In certain cases, in order to provide special return fares, we combine two one-way fares on different airlines or on the same airline.

3.9.2. You will have two separate bookings (one for your outbound flight and one for your inbound flight) and each booking will have its own fare rules.

a) If you need to cancel one of the flights, you could keep the other without incurring any additional charges.

b) if you miss the outbound flight, the inbound flight would not be cancelled by the other airline.

3.9.3. Any cancellations, schedule changes or other modifications to one of the flights will not affect the other flight, and the fare rules of the other flight will still apply. For example if one of the flights is cancelled, the other airline has no obligation to refund the other leg of your journey or offer you an itinerary change.

3.9.4. You may incur costs for any changes to the other flight if necessary.

ARTICLE 4. DELIVERY OF YOUR BOOKING

4.1. The following applies to all products or services booked via Our Site:

4.1.1. Confirmation and Boarding passes

a) Once you've made your booking Skypicker will send you a confirmation email with your booking reference number, which serves as a receipt for your booking.

b) You will NOT receive paper tickets to present at the airport. After the on-line check-in is open, we will send you your digital boarding passes. Please take a printout of your boarding passes with you and show it at the airport's security check and to the airline's staff before boarding the aircraft.

4.1.2. Skypicker relies on the information that you provide as being accurate and therefore cannot be held responsible if your boarding pass does not arrive due to an incorrect email address or your junk email settings.

You must notify us immediately if you change your email address or contact telephone number. In addition, please check that the name on your passport matches the name on your booking confirmation and a boarding pass.

4.1.3. In exceptional circumstances, due to price changes or airline's reservation system malfunction outside its control, Skypicker may not be able to process the booking. If this occurs we will attempt to notify you within 48 hours of confirmation and organize a refund or arrange an alternative. Where you choose an alternative and it is more expensive than your original booking, you may be responsible for paying the difference.

ARTICLE 5. PAYMENT.

5.1. Full payment for all bookings is required at the time of booking.

5.2. Before payment is received in full, Skypicker.com or the Travel Supplier is not obliged to issue any tickets, confirmations, vouchers, or other travel documents.

5.3. Payment can be made by all major debit and credit cards as detailed on the Site.

5.4. Skypicker reserves the right to charge you in addition for any handling fees we or the Travel Supplier incur in relation to bookings made by credit card. You will be notified of the relevant charges at the time of booking.

5.5. Skypicker reserves the right to pass on any charges relating to card charge backs.

5.6. Furthermore, in an effort to minimize the effects of credit card fraud, we reserve the right to carry out random checks, including checks of the electoral roll, and may request you to either fax or post to us proof of your address and a copy of the credit card and recent statement before issuing any tickets.

Please be aware that these checks are only carried out during our standard business hours. As a result, any tickets for bookings made outside of our business hours may not be issued until the next working day.

Skypicker is not responsible for any costs incurred as a result of these checks.

5.7. Refunds will be processed to the form of payment used at the time of booking. This will be made payable to the person who made the original payment.

When processing a refund for a flight ticket, please be aware that not all taxes are refundable. A tax refund will be processed in accordance with the relevant airline's refund policy. Taxes fluctuate in line with exchange rates.

ARTICLE 6. LIABILITIES OF SKYPICKER.

6.1. Skypicker is liable to provide the booking on your behalf and all other services connected with booking upon your information provided and after payment received.

6.2. As your contract is with the Travel Supplier therefore we are unable to compensate you, nevertheless we will do our utmost to contact the Travel Supplier on your behalf.

ARTICLE 7. YOUR OBLIGATIONS.

7.1. You agree to be bound by the following obligations, including without limitation:

- 7.2. You accept financial responsibility for all transactions made under your name or account.
- 7.3. You must be 18 years of age or over and have legal capacity.
- 7.4. You warrant that all information you provide about yourself or members of your household shall be true and accurate.
- 7.5. The Site must not be used for speculative, false or fraudulent bookings.
- 7.6. The transmission of threatening, defamatory, pornographic, political, or racist material or any material that is otherwise unlawful is expressly prohibited.
- 7.7. The Site and any content may not be modified, copied, transmitted, distributed, sold, displayed, licensed or reproduced in any way by you, except that one copy of the information contained within the Site may be made for personal, non-commercial use.

ARTICLE 8. ACT OF PROVIDENCE.

- 8.1. Skypicker shall not be liable for any failure in the course of this Agreement if the same shall arise out of a force majeure event.
- 8.2. This shall include without limitation government intervention, wars, civil commotion, hijacking, fire, flood, accident, storm, strikes, lockouts, terrorist attacks, or industrial action affecting Skypicker or its suppliers.

ARTICLE 9. OTHER GENERALLY APPLICABLE TERMS.

- 9.1. Queries and Complaints relating to your Booking. Please contact our customer services team, if you have any other enquiries or complaints relating to your booking prior to departure.
- 9.2. Denial of Access Skypicker reserves the right to deny access to the Site at any time without notice.
- 9.3. The Site may contain hyperlinks to external web sites owned and operated by third parties. Skypicker has no control over or association with such third party sites and no responsibility in relation to the accuracy, completeness and quality of the information contained within them. Any and all contents on these external web sites do not reflect products, services or information provided by Skypicker. You should direct any concerns regarding any external link to the site administrator or webmaster of such site.
- 9.4. The copyright and all proprietary rights in the Site and all content are reserved by Skypicker. The material contained within the Site is the property of Skypicker or its affiliates unless identified as belonging to third parties.
- 9.5. The name Skypicker.com and any other marks, logos and graphics of Skypicker displayed on the Site are registered trademarks of Skypicker or its affiliates. Other company and product or service names displayed on the Site may be the trademarks of their respective owners.
- 9.6. You are not granted any right or license to use any trademarks.
- 9.7. Skypicker reserves the right to change or update the Terms and Conditions relating to use of the Site from time to time without prior notice to you.
- 9.8. The current version of the Terms and Conditions will be displayed within the Site from the date on which any changes come into effect. Continued use of the Site following any changes to the Terms and Conditions shall constitute your acceptance of such changes.

9.9. The laws of Czech Republic govern these terms and conditions that form a contract between you and SkyPicker.com s.r.o. You agree that any disputes will be dealt with in the Czech courts

9.10. The Site is offered to you by SkyPicker.com s.r.o., whose registered office is at SkyPicker.com s.r.o., Bakalovo nábřeží 2, 639 00 Brno, Czech Republic.

All legal documents and correspondence regarding customer service should be sent to this address.

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