

GENERAL TERMS AND CONDITIONS

International Membership

INTRODUCTION

- (A) The primary goal of SkyCU Air Rescue and Air Ambulance Association („**SkyCU**” or the „**Association**”) is to provide financial help (discount) for air ambulance services to its members who need aero-medical transfers abroad. A further goal of the Association is to enhance the quality of air ambulance services, support related education services and increase professional standards by providing equipment or monetary benefits.
- (B) The present General Terms and Conditions („**GT&C**”) shall govern the services the members of the Association („**Members**”) are entitled to receive the services.

1 General conditions

- 1.1 The present General Terms and Conditions shall govern the agreements related to the services available to the international members of SkyCU Air Rescue and Air Ambulance Association (in Hungarian: *SkyCU Légimentő és Légi Betegszállító Egyesület*; registered seat: 1137 Budapest, Jászai Mari tér 5-6. Hungary; registration number: 01-02-0017631; tax number: 19302771-2-41; represented by. Dr. Péter Túri, Chairman). Terms and conditions contradictory to those set out in this GT&C shall not be applicable unless otherwise authorized in writing by the Association.
- 1.2 International membership can be obtained by registering at the English version of skycu.org according to the information and relevant notices contained on the English website.
- 1.3 Rights and obligations arising from the agreements entered into under this GT&C shall not be transferable or assignable to third parties by the Members.

2 Conclusion of Agreement

- 2.1 The agreement shall enter into force at the same time the Membership status comes into force.

- 2.1.1 In order to enter into an agreement the Members shall accept and undertake the following requirements:
- 2.1.2 Members shall provide complete and accurate information during registration.
- 2.1.3 The registration of a legal person shall be made only by an authorized representative.
- 2.1.4 If data of the Members are modified after registration, the Member shall inform the Association of these changes without delay, or personally make the changes using online access if available. The Member is responsible for any costs incurred and damage caused due to omission of data.
- 2.1.5 By registering online, the Member shall accept these GT&C and comply with the provisions set forth herein, especially in previous Section. These GT&C are publicly available at the at the website skycu.org and premises of the Association.
- 2.1.6 Formalization of the agreement and membership acceptance in the Association is confirmed electronically by the Association. If no confirmation is issued the agreement shall not enter into force.

3 Services

- 3.1 SkyCU intends to provide financial help for air ambulance services to its members who need aero-medical transfers abroad in the following manners („**Services**”):
 - (a) if a Member has valid travel insurance and the insurance provider intends to book air ambulance services from the preferred air ambulance provider contracted to the Association („**Air Ambulance Providers**”)¹ the Association shall offer a discount of 12% of the air ambulance fee to the insurance provider;
 - (b) if the Member or another third party on behalf of the Member intends to directly order air ambulance services directly from the Air Ambulance Providers the Association offers a discount of 12% of the air ambulance fee to the end payer body on behalf of the Member;

¹ Currently, Air Ambulance Service Provider contracted to the Association is TrustAir Aviation Kft. (9099 Pér, Petőfi utca 1.; registered under no.: 08-09-026981; tax ID: 25140433-2-08); for further information visit: skycu.org.

3.2 As stated above the Association provides the available discounts to air ambulance fees as its service. The Association provides no further services in accordance with this GT&C.

3.3 If the insurance provider or other third-party customer as per point (b) above cancels the flight, the Association shall not reimburse the cancellation fee or other costs that may be charged by the Air Ambulance Providers.

4 Territory

4.1 SkyCU shall provide the service between the countries within the primary range and area of operation of its Air Ambulance Providers. This means that the discount shall be provided to members need aero-medical transfers between the following countries: all countries in Europe except Iceland, Greenland, Faroe Islands. Ukraine, Russian Federation, certain territories of Turkey, Morocco, Algeria, Tunisia, and Egypt are subject to individual evaluation ("**Service Area**").

4.2 Members may only designate countries contained in the Service Area as the pick-up and handover destination for the air ambulance service.

4.3 SkyCU membership related discount could be activated only for one one-way route per year during the annual membership.

5 Use of the Services

5.1 Members shall not use the Services for third parties.

5.2 Members may only use the Services if they would utilize the aero-medical during the annual membership period set out in Section 8 below and an insurance provider, the Member or a third party on behalf of the Member has purchased air ambulance services from the Air Ambulance Providers and the Air Ambulance Providers confirmed the order in accordance with the applicable rules for Air Ambulance Providers.

5.3 Members may only use the Services for discounted air ambulance fees during the annual membership period set out in 8.3 one time.

6 Performance of the agreement

6.1 The Members shall comply with all the applicable local, national, EU or other international legislation and rules – thus especially the laws of Hungary– and shall report any perceived violation of such rules and regulations.

6.2 Members shall only use the Services in accordance with the goals and methods set out in this GT&C. Use of Services that differ from the regulations of this GT&C shall require the prior written consent of SkyCU. The breach of these obligations shall serve as grounds for immediate termination of the Agreement.

7 Fees and payment conditions

Members shall use the Services (air ambulance fee discounts) provided in accordance with this GT&C upon paying monetary contributions to the Association ("**Membership Fee**"). Current Fees and valid payment methods are listed at skycu.org.

8 Duration and termination of the agreement

8.1 The agreement shall be made for a fixed term starting from the 31st day 0:00 hours following the entry into force of the Membership in Association until the 365th day 24:00 hours (*first year*).

8.2 If a Member renews their membership during the period set out in Section 8.1 following this renewal (*second year*) the term of the agreement shall automatically be extended by one year. From the second year the agreement is terminated at 24:00 hours on the same day the membership ends. The membership in the association can be indefinitely renewed by paying the Membership fee.

8.3 When interpreting the agreement, the period set out in 8.1 and following that every year the Member has a valid membership shall constitute as an annual service period. If the membership of a Member lapses even for a day the agreement shall be entered into again with the conditions set out in Section 8.1.

8.4 Termination of the membership shall be governed by the Articles of Association of the Association, the Articles of Association can be found at skycu.org. The Fee is not refundable if the membership is terminated for any reason.

9 Limitation of liability

9.1 The Association shall not be liable for services provided or damages caused by third parties. The Association shall not be construed as an intermediary, agent, contractor etc. to the insurance providers or to the Air Ambulance Provider in connection with the agreement under this GT&A. Members acknowledge and expressly agree that claims for damages arising from or in connection with the agreement under this

GT&C shall not exceed the amount of the annual Membership Fee paid by the Member.

9.2 The Association does not provide or guarantee access to air ambulance services.

10 Data Protection

For all of the provisions regarding data protection, see the separate Privacy Policy at skycu.org. By accepting these GT&C, the Member accepts the Privacy Policy as well.

11 Changes to the GT&C

11.1 SkyCU reserves the right to change usage fees, conditions of Services, and these GT&C. SkyCU will give notice of changes to Members by email, 15 (fifteen) days prior to the changes take effect. Email address used for this purpose will be the e-mail address of the Member that was provided and verified during the registration procedure. Email notification satisfies the requirement for notice of changes to be made in writing, to which the Member hereby assents.

12 Miscellaneous

12.1 The rules related to the membership in the Association, that entitles Members to use the Services can be found in the Articles of Association of the Association, that can be found at skycu.org.

12.2 These GT&C are governed by the laws of Hungary excluding the United Nations Convention on Contracts for the International Sale of Goods and the conflict of laws, provisions of the private international law.

12.3 Legal person Members agree to be named and their logo used as a reference by SkyCU for marketing communication and other similar purposes.

12.4 Changes to this agreement must be in writing and all other forms are excluded. All terms and conditions of the Customer are not acknowledged, even when not expressly contradicted by SkyCU. If changes in laws necessitate the modification or adjustment of individual regulations of these GT&C, the Parties agree to replace the old system with new rules until the GT&C are amended accordingly.

12.5 Should any provision of these GT&C or the Contract be invalid, the validity of the remaining provisions shall not be affected. The fully or partially invalid provision shall be replaced by one that is as close as

possible to the invalid provision and that is in keeping with the intention of the Parties. The same applies in case of an omission of a matter of fact not regulated in these GT&C or the agreement.

- 12.6 SkyCU declares that these GT&C do not contain provisions that significantly differ from laws or usual contracting practice.
- 12.7 The place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship shall be set by the generally applicable laws.
- 12.8 This GT&C only applies to international members who register on the English website of SkyCU.

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