

GENERAL BUSINESS TERMS AND CONDITIONS

I. INTRODUCTORY PROVISIONS

1. The present General Business Terms and Conditions (hereinafter: the "Conditions") are issued by Hurricane Factory Madrid, S.L., established in Calle Príncipe de Vergara nº 264, 28016, Madrid, Spain, Reg. No. B86958931, VAT ID: ESB86958931, as a legal entity which is registered in the Madrid Mercantile Registry, volume 32090, folio 213 and next, page M-577535, and apply to contracts made between the Client or a third party to the benefit of which the contract is concluded (hereinafter: the "Third Party"), and the Provider - Hurricane Factory Madrid, S.L.

2. The Provider provides the services specified on the domain **hurricanefactory.com/madrid**.

3. All contractual relations are concluded in accordance with the provisions of the Spanish Commercial Code and secondarily of the Spanish Civil Code.

II. DEFINITION OF TERMS

Contract – means each contract (e.g., a purchase agreement, a contract for work or other contracts as defined by the Civil Code) where a consumer on the one hand, and a supplier on the other hand, are contracting parties.

Service Provider / Supplier – for the purposes of these Conditions, means any person who, in making and performing the contract, acts within their business or another commercial activity. The person is entrepreneur that directly or through other entrepreneurs delivers products or provides services to customers (hereinafter: the "**Provider**").

Client - Consumer – a person who, in making and performing the contract, does not act within their business or another commercial activity. It is a natural person or a legal entity that purchases products or uses services for any purposes other than for running a business with such products or services (hereinafter: the "**Client – Consumer**").

Client not being a Consumer – any entrepreneur purchasing products or using services for the purpose of its business with such products or services (hereinafter: the "**Client – not a Consumer**").

Client – a term used for both – the **Client – Consumer** and **Client – not a Customer**.

Conclusion of the Contract – the contract is concluded at the moment of delivery of Provider's binding consent to the Client with Client's order, i.e. by binding confirmation of Client's order by the Provider. Starting from the moment when the contract is concluded, mutual rights and obligations are created between the Client and the Provider; the scope of mutual rights and obligations is laid down by the contract and Conditions constituting its integral part.

The contract can be concluded to the benefit of the Client or to the benefit of a Third Party. A contract concluded to the benefit of the Third Party binds persons that concluded the contract up to the moment when the Third Party expressly agrees with the contract.

III. INFORMATION ON CONTRACT MADE AND BUSINESS CONDITIONS

1. The Client agrees and acknowledges that by sending an order to the Provider, the Client confirms the fact that the Client was duly and completely acquainted with the present Conditions, and that the Client accepts them. The Client acknowledges and undertakes to inform the Third Party, to the benefit of which the contract was concluded, of rights and obligations arising out of the contract and these Conditions, and that until the entitled person is provided with the service. The Third Party at the same time agrees with the Conditions of the present contract. The Client and the Third Party shall be hereinafter referred jointly to as the Client herein.

2. The Conditions specify the contract cooperation between Hurricane Factory Madrid, S.L. as the Provider, and the Client. Both the Provider and the Client undertake to respect and comply with the contract and the Conditions.

3. By sending an order, the Client accepts the Conditions without any reservations, in the wording valid at the day when the order is sent, and acknowledges and agrees with the prices of all services valid at the day when the order is sent, including any transport fees and postal charges stated in the catalogue of the Internet shop www.hurricanefactory.com/madrid and/or in the order, unless expressly agreed otherwise. The Client acknowledges that they are irrevocably bound by the order. This is without prejudice to the rights of the Client – User arising out of the Royal Decree RD 1/2007 of 16 November, General Law for the Protection of Consumers and Users.

4. The Contract is concluded in Spanish language. The Provider shall archive contracts made for the purpose of due performing the rights and obligations arising out of the contracts. The Provider undertakes not to disclose the contract to any third parties. The information on particular steps leading to the contract conclusion are established by the present Conditions. The Client agrees and acknowledges that before sending an order, they have an opportunity to check and modify the order. The present Conditions are public and available on the website www.hurricanefactory.com/madrid, which allows their archiving and reproduction by the Client.

5. The cost of the means of telecommunication (telephone, Internet, etc.) for the performance of the order is at standard rates, and depends on the tariff of telecommunications services used by the Client.

IV. PROTECTION OF PERSONAL DATA

1. Personal data provided by the Clients are handled by the Provider and according to the valid Spanish laws, in particular to the Organic Law 15/1999 of 13 December, on Personal Data Protection. Personal data shall be used for the purposes of executing all the tasks necessary to serve the Client and answer the communication of the Client, as well as for the purposes of internal analyses and analyses for system evaluation. Unless agreed otherwise the Client agrees that their personal data can be used for the purpose specified above. The Client may exercise the rights of access, rectification, cancellation and opposition in writing to the Provider. If the Client needs to include in the communication personal data of a Third Party, the Client declares that they have a prior consent of such person and informed the Third Party about the contents of this legal notice.

2. The Provider reserves the right to inform the Client of its upcoming activities, discounts, campaigns, etc. using the provided personal data. Personal data are not made available to third parties.

3. The Client acknowledges that the Provider evaluates information on the use of the website www.hurricanefactory.com for statistical purposes. The information is only numerical (without personal data). The information will be used for further analyses and improvement of the access of future Clients with Provider's web pages.

V. SERVICE PROVISION

1. The contractual relationships between the Client and the Provider is formed and based on the order of services sent through the order form available on the website www.hurricanefactory.com/madrid or through an order of services over the telephone, via email or in person at the establishment of the Provider.
2. The gift pack contains a gift voucher with instructions and conditions, which specify the validity of the gift voucher, name of the product, flight information, and possibly congratulations. The validity of the gift pack ends with the expiry of the validity period or by the use of the service ordered. The validity of the gift package will always be indicated. The gift pack cannot be subsequently exchanged for money. The Provider undertakes to execute an order and send out the gift pack within three business days of its ordering.
3. The Client is obliged to provide the place of delivery of the gift pack in the order.
4. If the Client pays duly and in time the price under the contract, the ownership right to the gift pack passes to the Client at the moment of its takeover by the Client. The gift pack is transferable, whereas these Conditions remain valid, and the Client is obliged to inform the transferee of all rights and obligations arising out of these Conditions, and that until the entitled person is provided with the service.
5. The Provider shall offer the service to the person specified on the booking of the date. The Provider has no responsibility for the loss of the gift voucher after its proper delivery. It is mandatory to present the gift voucher in order to reserve the date of the service and to get identified on the day of the service.
6. After due payment of the price, and upon booking the date, the Provider undertakes to provide the Client with services in the agreed scope and quality, according to the order and to the contract.
The booking date is binding from the moment of payment of the price of the service – activity. The Client is obliged to book the date at least fifteen days before the service provision. Booking the date and the venue of the activity will be agreed with the Provider until the date of validity of the gift voucher.
7. Upon booking, the Provider shall provide the Client with all necessary information, i.e. in particular the place of service, the length of service, necessary equipment for the service, and possibly the Provider may request a certificate of health condition.
8. In the case of cancelled booking by the Client, it is carried out according to the following criteria:

Number of hours before the agreed date of service use	Cancellation fee of % value of cancelled service
>72 hours	0%
48 – 72 hours	30%
24 – 48 hours	60%
< 24 hours	100%

9. In the event of cancellation of booking by the Provider, the Provider is obliged to agree an alternative date with the Client, or to refund the value of the entire cancelled service to the Client, according to the pricelist valid at the date of order.

VI. PRICELIST OF PROVIDER'S SERVICES

1. The current prices of services are stated on the website www.hurricanefactory.com/madrid. The prices each time include the value added tax (VAT), unless expressly specified otherwise. The VAT rate is provided for by the law, and is always stated in tax documents.

2. In the event of Client's delay in paying any financial liability against the Provider, arising out of the contractual relation, a right is created to the Provider to contractual penalty of 0.05% per day of the outstanding amount, and from the 15th day of delay, in the amount of 0.1% per day of the outstanding amount until its payment.

3. The validity of a gift voucher is specified on the gift voucher itself. After the expiry date, the voucher is not valid. The expiry date specified on the gift voucher cannot be postponed under any circumstances.

VII. CONTRACTUAL RIGHTS AND OBLIGATIONS

1. The Client is aware of and expressly agrees with that all activities - services received by them from the Provider, and which are attended by them, are carried out by the Client on his sole responsibility. Before sending an order or before the service as such, the Client must assess their physical, mental and health fitness for the relevant type of activity - service. Information on any possible limitations (the age, health and physical fitness, or the requirement for a medical examination) is provided on the website www.hurricanefactory.com/madrid.

2. The Client is obliged to appear in the place of service provision on the agreed day (the date and time). If the Client fails to do so, then the Provider is not obliged to provide the Client with the service, including on an alternative date.

3. If the Client is below the age of 18 years, they are obliged to be accompanied and supervised by an adult and dispose of an authorization signed by a guardian or a legal representative. The authorization must correspond to the template of the authorization, which is available at www.hurricanefactory.com/madrid. The accompanying adult is responsible for the authenticity of the authorization and its signature.

4. At any time before the service is provided, the Client is entitled to find an alternate for themselves to whom they are obliged to deliver the voucher. Such an alternate person must fulfill the conditions for the service, e.g.: the age, the health condition, the medical certificate).

5. The Provider undertakes to ensure a responsible person in the place of the service (hereinafter: the "Instructor") who shall train the Client and inform them of all obligations and conditions, which must be fulfilled during the service.

6. The Client is obliged to pay damages caused to the Provider of services within the receipt of services in the event of any violation of obligations arising out of the contract, of these Conditions, of Instructor's training and/or Instructor's instructions.

VIII. RIGHTS ARISING OUT OF LIABILITY FOR DEFECTS

1. The Provider is obliged to ensure services for the Client to the full extent as they are stated and specified on the web pages or in the service description, which forms part of the gift package.

2. In case of complaint due to an unfulfillment of services, the Client has to inform the Provider in writing without undue delay, however, not later than 3 months of the provision of service or of the day when the service was to be provided. The Provider is obliged to respond the relevant complaint immediately, in complicated cases not later than 3 business days of delivery of complaint. This period does not include the reasonable period required for expert assessment of the service unfulfillment. The complaint shall be handled without undue delay, not later than 30 days of the day of lodging the complaint. After the lapse of this period, the Client has a right to withdraw from the contract or to a price reduction.

3. The Provider will issue a complaint confirmation to the Client. The confirmation will include the content of the complaint and a form of resolution requested by the Client. The Provider will also issue a confirmation about the resolution of the complaint. In case of rejection of the complaint, the Provider will issue a written justification to the Client, reasoning the rejection.

4. The Client has the right to reimbursement of all the costs associated with lodging the complaint, but only if the complaint was justified and admitted by the Provider. In case of establishment of conditions for contract withdrawal by the Provider, the Client has the right to reimbursement of all paid claims.

IX. WITHDRAWAL FROM CONTRACT

1. The Provider can withdraw from the contract in the event of a serious breach of obligations by the Client or by the Third Party to the benefit of which the contract was concluded and which accepted the contract, laid by the contract, without giving the Client any right to reimbursement.

2. The Client has a right to withdraw from the contract in the following cases:

a) In the event of a serious breach of obligations by the Provider, and it shall be delivered in writing to the Provider's address, including reasons, and within two days of the relevant breach of obligations by the Provider.

b) The Client is entitled to withdraw from the contract within 14 days of the takeover of gift voucher and/or making the contract, if the contract was made using remote means of communication (Internet, e-mail, telephone), without giving any reason whatsoever, without any sanction. If the Client decides to exercise this right, they must deliver written withdrawal from the contract to the Provider not later than on the 14th day of takeover of the gift voucher and/or after making the contract, unless the performance arising out of the contractual relation has started.

3. To exercise the right of withdrawal of contract by the Customer under the provisions of Law 1/2007 of 16 November, General Law for the Protection of Customers and Users, the written form is recommended for greater legal certainty for both contracting parties.

X. FINAL PROVISIONS

1. Any and all materials and information on Provider's web pages are in the exclusive ownership of the Provider. The materials and information may not be used or modified in any manner without Provider's consent. These Conditions shall be valid in the wording published on the Provider's web pages on the day when the order is sent out by the Client.

2. The General Business Terms and Conditions became valid and effective on August 3, 2016.