

General Terms and Conditions

Status: 07/12/2021

(1) This website (the "Site") and / or the services, including all associated mobile applications (together: the "Services") and all other services that we offer to our customers in the course of our business activities (the "Services offered") , as well as the booking of such offered services (the "booking") via the site, is owned by [please enter name and legal form of the company] and is operated by them (hereinafter also: "we", "us" and "our (e)"). These terms and conditions ("Terms") set out the conditions under which visitors or users (collectively, "User" or "you") may visit or use the Site and / or the Services and make bookings.

(2) By accessing or using the services, you declare that you agree to the terms and conditions and agree to them in a binding manner. If you do not agree to all of the terms, you may not access the site or use the services. Please read these terms and conditions carefully before accessing our site, using the services or making bookings. These terms and conditions tell you who we are, how you can make and cancel bookings and what you can do in the event of problems.

(3) You affirm that you are of legal age and have the legal authority, the right and the freedom to enter into a binding agreement on the basis of these conditions and to use the services and make bookings.

(4) CristalAir is expressly only a broker of services. The terms and conditions and terms and conditions of the individual service providers apply to the individual services!

Booking of offered services

(1) You can make bookings to purchase the services offered. Via our site or our services we can give you permission to agree on the services we offer. When you arrange a booking for one of our services offered, you agree to be at the specified location at the scheduled time and to transfer the displayed price using the agreed payment method. If you do not want to be on site at an agreed date or do not want to travel, the full amount of all services is still due. Refunds are not possible.

(2) We can request payment for a specific service offered. When you make a payment in our services offered, you agree that: (i) you are responsible for reading the full listing and description of the services offered before making a binding booking, and (ii) you enter into a legally binding contract to book an offered service when you definitely book the service.

(3) Our prices are listed on the Site or in the Services. We reserve the right to change our stated prices for services offered at any time (provided that you are only charged the amount that you agreed to before the price change) and to correct unintentional price errors with future effect.

(4) Before you make a definitive booking, all of the services and dates you have selected, including the total price, will be displayed again. You can then recognize and correct any input errors before you issue your final, binding booking order. With a written confirmation (e.g. by e-mail) you place a binding order for the booking of the offered services for the selected date. These provisions are part of the contract and are sent with every offer. The

order can only be placed and definitely booked once you have read these conditions and thus accepted them and included them in your booking order.

(5) We will then send you an automatic confirmation of receipt for your booking order by email, in which your booking order is listed again and which you can then print out or save using the corresponding function. The confirmation of receipt only proves that we have received your booking order, it does not yet represent our acceptance of this order.

(6) The legally binding agreement on booking the services offered is only concluded when we have received your payment in full and have sent you a confirmation email. We reserve the right not to accept your booking request if we do not receive your payment on time.

(7) The contract can be concluded in [German]. After the conclusion of the contract, the terms and conditions will be kept with us, you will then no longer have access to them.

(8) The fees for the services offered are due before the start of the service. In the event that the payment for the services offered is to be made offline, you hereby undertake to send the payment in full before the definitive booking. We reserve the right to refuse the provision of the offered services at any time if no payment has been received for them.

Cancellation policy and no-shows

(1) Definitely booked services result in 100% cancellation costs in the event of cancellation or no-show.

(2) Fees for cancellations or no-shows apply at the appropriate time and will be billed in the agreed amount of the payment method specified at the time of booking.

Changes or cancellations by us

(1) We are entitled to cancel the contract should it not be possible for us to carry out the service as offered or booked.

This is also the case if the contractually agreed payments are not made by the customer.

(2) In the event of a justified cancellation on our part, you are not entitled to any compensation.

Force majeure

We shall not be liable and will not pay any compensation if the performance of our obligations is prevented or impaired, directly or indirectly, by or as a result of force majeure or other circumstances beyond our reasonable control, particularly in relation to closed airports, strikes, Floods, earthquakes, extremely unfavorable weather conditions, natural disasters, epidemics, pandemics, natural disasters, acts of terrorism, fire or failure of electricity, gas, water or other supply services, systems, machines, computers, vehicles or building collapses and provided that we in no way have acted negligently or at fault.

Refunds are not subject to cancellation protection

Appointments for services offered may occasionally be canceled due to events beyond our control, such as natural disasters. In these cases, you will receive a refund.

No right of withdrawal

You do not have a statutory right of withdrawal from a distance contract when you book services through the Site or the Services.

Guarantee for services offered

In accordance with the statutory warranty provisions, we are liable for quality defects in the services we offer if the services offered are works under Swiss law.

Member account

(1) In order to access and use certain areas and functions of our site, you must first log in and create an account (“member account”). You must provide correct and complete information when registering your member account.

(2) If someone other than you accesses your member account and / or your settings, they can carry out all the actions available to you, e.g. B. Make changes to your member account. We therefore strongly advise you to keep the login details for your member account safe. Such activities can be presumed to have occurred for you and on your behalf, and you may be solely responsible for those activities that occur under your member account, whether or not you have specifically authorized them, and for all of them Damages, expenses and losses resulting therefrom. You are liable for activities in connection with your member account in the manner described if you have negligently enabled the use of your member account by neglecting to take reasonable care to protect your login data.

(3) You can create and access your member account via a dedicated website or via a third-party platform such as Facebook (the “social network account”). When you log in using an account on a third-party platform, you hereby give us access to certain information about you that is stored in your social network account.

(4) We can permanently or temporarily block or suspend your access to the member account, without any liability claims on your part, in order to protect us, our site and our services or other users if, for example, you have provisions of these terms and conditions or applicable law or regulations in connection with Violate your use of the Site or your member account. This can be done without prior notice if the circumstances require immediate action; in this case we will inform you as soon as possible. In addition, we reserve the right to terminate your member account by giving two months' notice by email if, for example, we discontinue our program for member accounts. You can stop using it at any time and request the deletion of your member account by contacting us.

Permitted use

(1) Unless expressly permitted by these Terms, it is not permitted: (i) to use our services in an unlawful or fraudulent manner (including infringing the rights of third parties) or for the purpose of collecting personal data or posing as other users to spend; (ii) change or use our notices of copyrights, trademarks or other proprietary rights or interfere with the security-related functions of our services; (iii) use our services in any way to manipulate or falsify content or undermine the integrity and correctness of content, or take action to disrupt, damage or interrupt any part of our services; (iv) use our services to send, receive, upload / post, download material that does not meet our content standards; (v) use our services to transmit unsolicited or unauthorized advertising or promotional material or to facilitate the transmission thereof; (vi) use our services to transmit data or upload data to our services that contains viruses, trojans, worms, time bombs, keystroke logging, spyware, adware or other harmful programs or similar computer code that may cause the operation of computer software or hardware (vii) to use robots, spiders, other automatic devices or manual processes to monitor or copy our website or other web pages or the content contained in

our services, or to use network monitoring software to determine the architecture of our services or Extract usage data from our services; (viii) engage in behaviour that restricts or prevents other users from using our services; or (ix) using our services for commercial purposes or in connection with any commercial activity carried out without our prior written consent. You agree to cooperate fully with us in investigating any activity that allegedly or actually violates these terms and conditions.

Intellectual property rights

(1) Our services and related content (and all derivative works or improvements thereof), in particular with regard to all texts, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, Products, services, URLs, technology, documentation, trademarks, service marks, brand names and trade dress, and interactive features, and all intellectual property rights thereto, are either owned or licensed by us (collectively: "our intellectual property rights"), none of the wordings in these terms gives you rights related to our intellectual property rights. Unless expressly stated here or required by mandatory statutory provisions for the use of the services, you do not acquire any rights, claims or interests in our intellectual property rights. All rights not expressly granted in these conditions are expressly reserved.

Disclaimer of Warranties for Use of the Site and Services

The services, our intellectual property rights and all information, materials and content that are made available in connection therewith and made available to users free of charge are provided without guarantee of defects and availability and without guarantees of any kind, express or implied (guarantees of suitability for specific purpose or warranties related to safety, reliability, timeliness, accuracy and the performance of our services, among other things) provided - with the exception of cases of malicious failure to disclose defects. We do not guarantee that free services will be provided without interruption or error, or that they will meet your requirements. Access to the services and the site may be suspended or restricted due to repairs, maintenance work or updates. The guarantee for services offered, which you have ordered from us as detailed in the section "Guarantee for services offered" above, remains unaffected.

Exemption

You agree to defend and hold us harmless from and against all actual or alleged claims, claims for damages, costs, liabilities and expenses (especially reasonable attorney's fees) arising out of or in connection with your use of the Website and the Services in breach of these terms and conditions, including in particular any use that violates the restrictions and requirements set out in the "Permitted Use" section, unless these circumstances are not attributable to you.

Limitation of Liability

(1) We are only liable in the event of willful misconduct, gross negligence, negligent injury to life, limb, health or a slightly negligent breach of an essential contractual obligation, and only in the case of paid services or services offered. A "material contractual obligation" means an obligation that you must meet in order to properly implement the Agreement and that you

normally rely on and can reasonably rely on. Our liability for slightly negligent breach of an essential contractual obligation is limited to the amount of customary and foreseeable damage for this type of contract. Our liability under the Product Liability Act or in the event that we have explicitly given a guarantee remains unaffected.

(2) The above provisions apply to our contractual (including liability for wasted expenditure) and non-contractual liability (including liability for tort) as well as for liability arising from transactions before the conclusion of a contract (culpa in contrahendo). They also apply in favor of our managing directors, executives or other legal representatives, employees and vicarious agents.

Change of conditions and services; attitude

We reserve the right to change these terms from time to time in our sole discretion to reflect changes in the law or additional features that we may introduce or as we otherwise develop our business. Therefore, you should read these terms and conditions regularly and in any case during the booking process when you are making a booking. The new terms will apply to any new order you place after the effective date of the new terms. If the ongoing services you use are affected by the changes in the terms, we will take due account of your legitimate interests. We will inform you of such changes in good time in advance. The changes are deemed to have been accepted by you if you do not object to these changes within two months of this notification. We will point this out to you in our message. If you object to the changes, we have a special right of termination - without any further obligations to you - which will take effect on the date the changes come into force.

We may change the services, discontinue the provision of the services or one or more functions of the services offered or limit the services. We can terminate or suspend access to the services ourselves permanently or temporarily - without giving reasons and without further obligations. If this is possible under the given circumstances, we will inform you in good time in advance and take your legitimate interests into account when taking such measures.

Links to third party websites

The services may contain links through which you can leave the site. Unless otherwise stated, the linked sites are not under our control and we are not responsible for the content of any linked site, for any links contained on any linked site, or for any changes or updates to such sites. We are not responsible for transmissions received from any linked website. Links to third party websites are provided for informational purposes only. The fact that we have added links to other websites does not mean that we endorse their owners or their content.

Applicable Law

(1) These conditions are subject to the laws of Switzerland (without taking into account the conflict of laws provisions) and are to be interpreted accordingly.

The place of jurisdiction is Bern / Switzerland

VARIOUS

(1) A waiver by one of the parties with regard to a breach or delay under these terms and conditions does not constitute a waiver for previous or subsequent breaches or delays.

(2) The headings used in these terms and conditions are only for better understanding, they are not given any legal meaning.

(3) Severability clause: Unless expressly stated otherwise, if any part of these terms and conditions is deemed illegal or unenforceable for any reason, it is agreed that this part of the terms and conditions will be deleted and the remaining terms and conditions will remain unaffected and fully effective.

(4) Without our prior written consent, you can neither assign your agreement with us under these terms and conditions nor all or part of your contractual rights or obligations.

(5) These terms and conditions constitute the entire agreement and supersede all prior written or oral agreements between you and us in connection with the services and the booking of services offered.

(6) The provisions of these conditions, which due to their nature are intended to outlast such an act on our part, remain in effect, in particular with regard to provisions regarding compensation, indemnities, exclusions of liability, limitations of liability and this section "Miscellaneous".

(7) If these terms and conditions do not match the original German version in another language, the German version is considered binding

(8) The place of jurisdiction is Bern / Switzerland

Contact

To contact us, please send an email to:

Name: Cristal Air

Address: Melchtalstrasse 26, CH-3014 Bern

Email: info@cristalair.ch

Privacy Policy

Introduction

We ("we", "us", "our") take the protection of the data of the users ("users" or "you") of our website and / or our mobile app (the "website" or the " Mobile app ") and we undertake to protect the information that users provide to us in connection with the use of our website and / or our mobile app (collectively: " digital assets "). Furthermore, we undertake to protect and use your data in accordance with applicable law.

This Privacy Policy explains our practices regarding the collection, use and disclosure of your information through your use of our digital assets (the "Services") when you access the Services through your devices.

Please read the privacy policy carefully and make sure you fully understand our practices in relation to your data before using our services. If you have read this policy, fully understood it and do not agree with our approach, you must stop using our digital assets and services. By using our services, you accept the terms of this privacy policy. Further use of the services constitutes your acceptance of this privacy policy and all changes to it.

In this privacy policy you will learn:

- How we collect data
- What data we collect
- Why we collect this information
- Who we pass the data on to
- Where the data is stored
- How long the data will be kept
- How we protect the data
- How we deal with minors
- Updates or changes to the privacy policy

What data do we collect?

Below is an overview of the data we can collect:

- Unidentified and unidentifiable information that you provide during the registration process or that is collected through the use of our services ("non-personal data"). Non-personal data does not allow any conclusions to be drawn about who collected it. Non-personal information that we collect consists primarily of technical and aggregate usage information.
- Individually identifiable information, i. H. all those through which you can be identified or identified with reasonable effort ("personal data"). The personal information we collect through our services may include information that is requested from time to time, such as names, email addresses, addresses, phone numbers, IP addresses, and more. If we combine

personal data with non-personal data, we will treat these as personal data as long as they exist in combination.

How do we collect data?

Below are the main methods we use to collect data:

- We collect data when you use our services. So when you visit our digital assets and use services, we can collect, record and store the usage, sessions and related information.
- We collect data that you provide to us yourself, for example when you contact us directly via a communication channel (e.g. an e-mail with a comment or feedback).
- We may collect data from third party sources as described below.
- We collect data that you provide to us when you register for our services via a third party provider such as Facebook or Google.

Why do we collect this data?

We can use your data for the following purposes:

- to provide and operate our services; um unsere Dienste zu entwickeln, anzupassen und zu verbessern;
- To respond to your feedback, inquiries and requests and to offer help;
- to analyze requirement and usage patterns;
- for other internal, statistical and research purposes;
- to improve our data security and fraud prevention capabilities;
- To investigate violations and to enforce our terms and conditions and to comply with applicable law, regulations or government orders;
- To provide you with updates, news, promotional materials and other information related to our services. In the case of promotional emails, you can decide for yourself whether you want to continue receiving them. If not, just click the unsubscribe link in those emails.

Who do we share this data with?

We can pass on your data to our service providers in order to operate our services (e.g. storage of data via third-party hosting services, provision of technical support, etc.).

We may also disclose your information in the following circumstances: (i) to investigate, detect, prevent or take action against illegal activities or other misconduct; (ii) to establish or exercise our rights of defense; (iii) to protect our rights, property, or personal safety, and the safety of our users or the public; (iv) in the event of a change of control at us or at one of our affiliated companies (by way of a merger, acquisition or purchase of (essentially) all assets, etc.); (v) to collect, hold and / or manage your data using authorized third-party providers (e.g. cloud service providers), insofar as this is appropriate for business purposes; (vi) to work with third parties to improve your user experience. To avoid misunderstandings, we would like to point out that we can transfer or pass on or otherwise use non-personal data to third parties at our own discretion.

We will not pass on your email address or other personal data to advertising companies or advertising networks without your consent.

Where do we store the data?

Please note that our companies, as well as our trusted partners and service providers, are located around the world. For the purposes outlined in this privacy policy, we store and process all non-personal data that we collect in different legal systems.

How long will the data be kept?

Please note that we keep the collected data for as long as is necessary to provide our services, to comply with our legal and contractual obligations to you, to resolve disputes and to enforce our agreements.

We can correct, supplement or delete incorrect or incomplete data at our own discretion at any time.

How do we protect the data?

The hosting service for our digital assets provides us with the online platform through which we can offer you our services. Your data can be stored via the data storage, databases and general applications of our hosting provider. It stores your data on secure servers behind a firewall and offers secure HTTPS access to most areas of its services.

Regardless of the measures and efforts taken by us and our hosting provider, we cannot and will not guarantee the absolute protection and security of the data that you upload, publish or otherwise pass on to us or others.

For this reason, we would like to ask you to set secure passwords and, if possible, not to provide us or others with confidential information, the disclosure of which, in your opinion, could cause you significant or lasting damage. Since e-mail and instant messaging are not considered secure forms of communication, we also ask you not to pass on any confidential information via any of these communication channels.

How do we deal with minors?

The services are not intended for users who have not yet reached the legal age of majority. We will not knowingly collect information from children.

If you are under the age of majority, you should not download or use the Services or provide any information to us.

We reserve the right to request proof of age at any time so that we can verify that minors are using our services. In the event that we become aware that a minor is using our services, we can prohibit these users from accessing our services and block them, and we can delete all data stored by us about this user. If you have reason to believe that a minor has disclosed data to us, please contact us as explained below.

We will only use your personal data for the purposes set out in the privacy policy and only if we are convinced that:

- the use of your personal data is necessary to perform or conclude a contract (e.g. to provide you with the services yourself or to provide customer service or technical support);
- the use of your personal data is necessary to comply with legal or regulatory obligations, or

- the use of your personal data is necessary to support our legitimate business interests (provided that this is done at all times in a manner that is proportionate and respects your data protection rights).

As an EU resident, you can:

- request confirmation as to whether or not personal data relating to you is being processed and request access to your stored personal data and certain additional information;
- request the receipt of personal data that you have provided to us in a structured, commonly used and machine-readable format;
- request the correction of your personal data that is stored by us;
- request the deletion of your personal data;
- object to the processing of your personal data by us;
- request the restriction of the processing of your personal data, or
- submit a complaint to a supervisory authority.

Please note, however, that these rights are not unlimited and may be subject to our own legitimate interests and regulatory requirements. If you have general questions about the personal information we collect and how we use it, please contact us as detailed below. In the course of providing the services, we can transfer data across borders to affiliated companies or other third parties and from your country / legal system to other countries / legal systems worldwide. By using the services, you consent to the transfer of your data outside of the EEA.

If you are based in the EEA, your personal data will only be transferred to locations outside the EEA if we are convinced that there is an adequate or comparable level of protection of personal data. We will take appropriate steps to ensure that we have adequate contractual arrangements with our third parties to ensure that appropriate security measures are in place so that the risk of unlawful use, alteration, deletion, loss or theft of your personal data is minimized and that these third parties act in accordance with applicable law at all times.

California Consumer Law Rights

If you use the Services as a California resident, you may be entitled under the California Consumer Privacy Act ("CCPA") to request access to and deletion of your information.

To exercise your right to access and delete your data, please read below how to contact us.

We do not sell users' personal information for the intentions and purposes of the CCPA.
Updates or changes to the privacy policy

We may revise this data protection guideline from time to time at our own discretion; the version published on the website is always up-to-date (see information on the "status"). We ask you to check this data protection guideline regularly for changes. In the event of significant changes, we will publish a notice on our website. If you continue to use the services after being notified of changes on our website, this will be regarded as your confirmation and

Consent to the changes to the privacy policy and your consent to be bound by the terms of those changes.

Contact

If you have general questions about the Services or the information, we collect about you and how we use it, please contact us at:

Name: CristalAir GmbH

Address: Melchtalstrasse 26, CHF-3014 Bern

E-Mail address: info@cristalwish.com

EXCLUSION CLAUSE

The information contained herein is not a substitute for legal advice and should not be relied on alone. Specific requirements regarding legal terms and guidelines may vary from state to state and / or from legal system to legal system. As set out in our Terms of Use, it is your responsibility to ensure that your services are permitted and that you comply with the law that governs you.

To ensure that you fully comply with your legal obligations, we expressly recommend that you seek professional advice so that you can better understand which requirements apply specifically to you.

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