

1. General Terms and Conditions:

These General Terms and Conditions apply to Skischule Alpendorf GesbR. Unless expressly otherwise agreed, these General Terms and Conditions (abbreviated as GTC or Terms and Conditions) apply to all legal transactions and contractual relationships concluded between Skischule Alpendorf GesbR and its customers as contracting partners. The subject of Skischule Alpendorf GesbR is the operation of a snow sports school in the sense of a ski and snowboard school. This includes the services of providing instruction in the skills and knowledge of snow sports, in particular skiing and snowboarding (both without a guarantee of any specific training success), as well as guiding and accompanying snow sports, in particular regarding skiing and snowboarding. It also includes, at the request of the contracting partner, the paid or unpaid provision or mediation of ski or snowboard equipment within the framework of or to enable the instruction (ski or snowboard rental or rental of all or partial ski or snowboard equipment).

2. Reservation, offer, order confirmation, contract formation, online price inquiries and prices:

Reservations for individual and group courses can be made in person on site, via the Internet or by telephone. The offers of Skischule Alpendorf GesbR are non-binding. For the acceptance of the reservation and the scope of the service, the written order confirmations of Skischule Alpendorf GesbR are exclusively decisive. Verbal or telephone side agreements only apply with explicit written confirmation. For bookings on site (individual and group courses), a contract is formed only with the purchase or handover of the necessary course card or booking confirmation (physically or digitally). The same applies to online bookings. In all cases, the handover of the course card only takes place after full payment of the course fees prior to the course start. Skischule Alpendorf GesbR is entitled to use subcontractors for the provision of snow sports instruction or the provision or mediation of ski or snowboard equipment. All listed prices are in EURO and, unless otherwise agreed, include the statutory VAT. Information in price lists is without guarantee. No liability for printing errors.

3. Payment terms:

The course fee is due for payment upon contract formation. For online bookings, payment of the course fee can be made by credit card or via the online payment systems listed on the webshop site. For contracts to be

concluded at the place of performance, the fee for the service to be provided must be paid in cash at the respective Skischule Alpendorf GesbR office or using commercially standard electronic payment methods before the course begins.

Refunds due to injury or illness require medical confirmation. For days not used, the difference will be refunded.

Difference explanation: e.g., when booking a 6-day course and 2 days are cancelled, the difference amount will be paid out for 4 to 6 days.

There is no refund for unjustified absence from instruction.

Course cancellations during the week while on vacation due to weather-related influences (force majeure) will not be replaced.

Private courses take place in all weather.

The course fee does not include the use of lift facilities. If cable cars/lifts fail, the ski school does not compensate for lost instructional time.

The course ticket is non-transferable! Unused course days expire.

In case of late payment, our company is entitled to charge statutory default interest and all additional reminder/collection costs and other expenses to the customer. For open claims, our company may offset payments made by the customer against his open claims, regardless of any allocation by the customer. In the event of non-payment of a single claim, all other claims against the customer become due for payment immediately.

Cancellation terms for online bookings:

With insurance: Cancellations without giving reasons up to 24 hours before course start - No processing fees

Without insurance: Up to 7 days before travel date 50% refund - reason for cancellation required (written confirmation e.g. doctor)

Up to 30 days before travel date 100% refund - reason for cancellation required (written confirmation e.g. by doctor)

In case of travel destination lockdown or entry ban to Austria due to an epidemic, 100% refund

All deliveries and services of the ski school based on online orders via the Internet or other online services are subject to these terms and conditions.

4. Content of the online offer

Skischule Alpendorf GesbR assumes no liability for the currentness, correctness, completeness, or quality of the information provided. Liability claims against Skischule Alpendorf GesbR arising from damages of material or moral nature caused by the use or non-use of the presented information or by the use of faulty or incomplete information are excluded, unless there is demonstrably intentional or grossly negligent fault on the part

5. General Terms and Conditions:

The contract partner must truthfully and comprehensively inform Skischule Alpendorf GesbR about his/her abilities and experiences in the various snow sports, in particular skiing and snowboarding, at the start of the course. He/she is also independently responsible for ensuring and covering equipment that is appropriate to the state of snow sports technique, in particular ski and snowboard technique, and suitable for the external conditions. He/she must also inform Skischule Alpendorf GesbR about his/her health status and any ailments that could affect the practice of snow sports or become acute during the practice of this sport. If the contract partner uses his/her own ski or snowboard equipment, he/she must arrange the corresponding technical inspection of the equipment, in particular the ski and snowboard equipment and bindings, by a specialized company before the start of the lesson. Skischule Alpendorf GesbR shall in no case be liable for damages of any kind arising from non-professional or only inadequately performed inspection, adjustment, or maintenance of his/her equipment. Each contract partner is personally responsible for the technical safety and freedom from defects of his/her equipment and must bear any resulting damages himself/herself. Our company as Skischule Alpendorf GesbR does not perform such inspection. In particular, Skischule Alpendorf GesbR may prohibit the contract partner from participating in the course with safety-threatening or defective technical equipment until the contract partner has remedied the defect, without giving the contract partner any right to a reduction of the fee for missed instructional units. The grouping and classification of participants by ability in the courses is carried out by Skischule Alpendorf GesbR. If a participant needs to be downgraded, the contract partner must comply with this decision. Otherwise, Skischule Alpendorf GesbR is entitled to immediate contract termination without the contract partner being entitled to a refund of the fees paid. The contract partner must strictly and carefully follow and comply with the instructions of Skischule Alpendorf GesbR. Failure to heed instructions and admonitions entitles Skischule Alpendorf GesbR to immediate contract termination. Furthermore, impairment of the contract partner by alcohol and/or drugs entitles Skischule Alpendorf GesbR to immediate contract termination. In all these cases, the contract partner has no claim for a refund of the paid fee. If the number of group participants decreases to fewer than five,

Skischule Alpendorf GesbR reserves the right to merge groups or to reduce teaching hours accordingly. Repeated teacher changes are possible due to the flexible organization.

6. Liability Provisions:

The contract partner of Skischule Alpendorf GesbR is strongly advised to take out health, accident, liability, and travel medical insurance. Skischule Alpendorf GesbR is liable only under the statutory provisions for damages that are related to the activities of Skischule Alpendorf GesbR and that were caused intentionally or through gross negligence. Corresponding liability insurances exist on the part of Skischule Alpendorf GesbR. In addition, Skischule Alpendorf GesbR is not liable in any case if the contract partner injures himself, suffers damage, or causes damage to any kind, while disregarding the instructions of Skischule Alpendorf GesbR, the FIS piste rules, other statutory orders or provisions of these General Terms and Conditions. If the contract partner sustains damages due to equipment provided or mediated at charge or free of charge, the contract partner will hold Skischule Alpendorf GesbR harmless to the extent possible. If the contract partner is an entrepreneur (e.g., travel agency or tour operator), the limitation period for claims for damages against Skischule Alpendorf GesbR is six months from knowledge of the damage.

7. Complaints:

Any complaints and grievances must be reported immediately to the respective Skischule Alpendorf GesbR office on site to allow swift remedy and to enable continued provision of the service. If the contract partner does not exercise his right to complain promptly, at the latest by the end of the service provision, any rights to reduce the fee cannot be considered. Other claims against Skischule Alpendorf GesbR must be asserted in writing and justified no later than four weeks after the occurrence or knowledge of the basis for the claim.

8. Safety:

Participants are expressly reminded that, according to the Salzburg State Sports Act 1988, LGBl No. 98/1987, up to the completion of the age of 15 for the practice of alpine skiing and snowboard sports, they are obliged to wear a

helmet that complies with ÖNORM EN 1077:2007 for the intended use. In addition, participants should acquaint themselves with the content and application of the common FIS piste rules and comply with them.

9. References and Links

Direct or indirect references to external websites ("links") that lie outside the responsibility of Skischule Alpendorf GesbR would only give rise to a liability if Skischule Alpendorf GesbR has knowledge of the content and it is technically possible and reasonably expected for Skischule Alpendorf GesbR to prevent use in the event of illegal content. Skischule Alpendorf GesbR expressly states that at the time the link was set, no illegal content on the linked pages was recognizable. Skischule Alpendorf GesbR has no influence on the current or future design, content, or ownership of the linked/connected pages. Therefore, Skischule Alpendorf GesbR explicitly distances itself from all content of all linked/connected pages that have been changed after the link was set. This applies to all links and references within its own internet offering as well as to external entries in guestbooks, discussion forums, and mailing lists created by Skischule Alpendorf GesbR. For illegal, faulty, or incomplete contents and, in particular, for damages arising from the use or non-use of such information, the provider of the page to which reference is made is exclusively liable, not the one who merely refers to the publication via links.

10. Copyright and Trademarks:

Skischule Alpendorf GesbR strives to observe the copyrights of graphics, audio documents, video sequences, and texts used in all publications, to use works created by itself, or to rely on license-free graphics, audio documents, video sequences, and texts. All brands and trademarks named within the website and, if applicable, protected by third parties, are unrestrictedly subject to the provisions of the applicable trademark law and the ownership rights of the respective registered owners. The mere mention of a brand does not imply that its rights are not protected by third parties. The copyright for published objects created by Skischule Alpendorf GesbR remains solely with Skischule Alpendorf GesbR. Reproduction or use of such graphics, audio documents, video sequences, and texts in other electronic or printed publications is not permitted without the express consent of Skischule Alpendorf GesbR. By accepting the GTC of Skischule Alpendorf GesbR, the course participant gives explicit consent and agreement that photographs will be taken during the ski lessons and related events by Skischule Alpendorf GesbR and may be published on the website or the Skischule Alpendorf GesbR Facebook page.

The participant cannot derive any rights from this in any form, so by accepting the GTC of Skischule Alpendorf GesbR this consent is expressly waived. The course participant may revoke in writing at any time his/her consent to publication of photos of him/her or his/her child on the website or Facebook page of Skischule Alpendorf GesbR, by specifying the concrete photograph, and proveable.

11.Payment Processing:

Payments to Skischule are collected by TREKKSOFT AG, Hauptstraße 15, 3800 Matten, Switzerland ("TREKKSOFT"). TREKKSOFT will appear as TREKKSOFT TOUR BOOKING on your credit card statement. The domain where you enter and process your payment is owned by TREKKSOFT and operated by TREKKSOFT. Please email [support\(at\)payyo.ch](mailto:support(at)payyo.ch) for all inquiries regarding your credit card payments and chargebacks.

12.Jurisdiction, Place of Performance, and Choice of Law

Place of performance is the central office of the Skischule. For disputes, the competent court is the one at the seat of the Skischule's central office. Austrian law applies. The contract language is German.

13.Legal Effectiveness

If any individual provisions of these AGB are or become invalid, this does not affect the validity of the remaining provisions or of the entire legal transaction. The invalid provision shall be replaced by one that economically comes closest to the invalid provision. Changes to these AGB require written form.