

## GENERAL TERMS OF USE

These General Terms of Use govern the relationship between **AirRefund S.A.** (hereafter “AirRefund”) which operate the website <https://www.airrefund.com> (hereafter the “Website”) and the users of all or part of the website (hereafter the “User(s)”. AirRefund S.A. is located at 59, route des Jeunes – 1227 Carouge, Geneva and registered on the Register of Commerce of Geneva under the number: CH-660.0.717.014-3.

### Legal notices

#### **Responsible party:**

**AirRefund S.A.**

59 route des jeunes – 1227 Carouge, Geneva, Switzerland

[contact@airrefund.com](mailto:contact@airrefund.com)

Registration number in the Register of Commerce of Geneva: CH-660.0.7.717.014-3

Share capital: CHF 200'000

Police RCP Zurich Insurance Group No 15.520.460

CEO: Thomas Benita

No CNIL declaration: 1909840

#### **Hosting companies:**

WP ENGINE

68 Hanbury St, London

United Kingdom E1 5JL, United Kingdom

[www.wpengine.com](http://www.wpengine.com)

HEROKU

village 9

floor 26 Salesforce Tower

110 Bishopsgate London, UK

[www.heroku.com](http://www.heroku.com)

### **1. Purpose**

These General Terms of Use of the Website are for the purpose of defining (i) the terms and conditions in which AirRefund, represented by its legal representative, provides its Users with the Website and its Services available on the Website and (ii) the means used by the User to access the Website and to use the Service.

### **2. Acceptance of the General Terms of Use**

Every navigation on the Website is subject to the acceptance of these General Terms of Use.

The simple access to the Website by the URL address <https://www.airrefund.com> entails that the User has accepted all the conditions hereafter described. Each User must read carefully these conditions before continuing their navigation on the Website or using the Service provided.

These conditions run for an unlimited period of time starting from the use of the Website by the User.

### **3. Presentation of the Website**

#### **3.1. Access to the Website**

Access to the Website is free for every User with an internet connection. **AirRefund** endeavours to provide access to the Website 24 hours a day and 7 days a week, except in cases of force majeure or any event outside its effective control and under reserve of any breakdown or maintenance work necessary to ensure proper operating of the Website.

The User acknowledges that no technical support is provided by **AirRefund**, neither by electronic means nor by telephone.

The Website is designed in various languages and electronic formats allowing a perfect readability and accessibility for informatics equipment (PC/MAC/Smartphones) and for standard navigation tools (such as Google Chrome, Mozilla Firefox, Safari and Internet Explorer above version 9).

**AirRefund** retains the right to refuse access to the Website or to the Service, unilaterally and without prior notification, to any User that does not comply with these conditions of use.

#### **3.2. Intellectual property**

© 2014 **AirRefund** – All rights reserved.

The general structure of the Website as well as texts, images, whether animated or not, graphs, sounds and videos available are protected by copyrights as they are the property of **AirRefund** and/or its partners. These elements cannot be subject to representation and/or reproduction and/or partial or total exploitation, without a prior written consent from **AirRefund** and/or from its partners.

Unless otherwise stated, all trademarks mentioned on the Website are registered trademarks. The Website grants no license to use the intellectual property of **AirRefund** or of third parties.

For more information or authorisation questions, please contact us by e-mail at [contact@airrefund.com](mailto:contact@airrefund.com).

#### **3.3. Hypertext links**

The Website can contain hypertext links leading to other websites on the internet. These links will leave the Website.

**AirRefund** is committed not to include on its Website hypertext links leading to websites that are contrary to current legislations and regulations or public policy, or websites which violate rights of third parties.

Nevertheless, **AirRefund** assumes no liability with regard to the content and/or conception of websites or webpages of third parties that are accessible from its Website by means of hypertext links, because they do not belong to **AirRefund** and are outside its control.

Moreover, we assume no liability with regard to software and other tools available and accessible on websites and/or web pages of third parties. Third parties responsible for their websites are sole guarantors with respect of the applicable rules.

Any creation of a hypertext link to the Website, entirely or in part, without a prior written consent of **AirRefund** is strictly forbidden.

### **3.4. Cookies**

For statistics and display needs, **AirRefund** uses cookies. They are small pieces of data stored on a hard drive in order to record technical data on Users' navigation. Users can, at any time, choose to deactivate cookies by changing the relevant settings in their browser.

For more information, Users can read our [Cookie Policy](#).

## **4. Presentation of the Service offered**

### **4.1. General**

By making the Website available, **AirRefund** offers a Service (hereafter the "Service") by which it (i) provides personalised information regarding air passenger rights and compensation in the event of a flight disruption (cancellation, long delay or denied boarding) in accordance with Regulation (EC) No 261/2004, (ii) offers to support Users eligible to claim compensation in their requests to concerned airlines.

### **4.2. Functioning of the Service**

By implementing a unique technology, **AirRefund** can identify flight disruption all over the world, Users of which might be admissible to file a compensation claim.

To benefit from the Service, the User must complete a form following 3 steps:

- Step 1: the User indicates all data regarding the outward or return flight for which they want to know their air passenger rights.
- Step 2: the User enters personal data
- Step 3:
  - If the flight, as indicated by the User, has not been identified by **AirRefund's** technology – either because it is a future flight or a too recent (less than 2 days) – **AirRefund** shall inform the User by e-mail when they will be able to do so and/or, whether or not the concerned flight is eligible to file a compensation claim in accordance with the scope of Regulation (EC) No 261/2004.
  - If the flight, as indicated by the User, has instantly been identified by **AirRefund's** technology as non-eligible, **AirRefund** shall inform the User by e-mail. The User can input details in the box provided for this purpose.
  - If the flight, as indicated by the User, has instantly been identified by **AirRefund's** technology as eligible, **AirRefund** shall inform the User by email and request them to add contextual details on the flight disruption thanks to a second form.

After having assessed the eligibility of the User's file thanks to the study of the flight characteristics and context, **AirRefund** offers by email to support them in their request to airlines.

At this stage, the User remains free to entrust or not the management of the claim to **AirRefund**. In any case, such a management will be the subject of a mandate agreement expressly consented by the User for the benefit of **AirRefund**.

### **4.3. Personal data**

When browsing the Website, the User may indicate some personal data. The User is free to supply them or not. However, the collection of such data can be necessary for the proper operation of the Service.

This personal data is recorded, processed and potentially transmitted to our partners in accordance with the provisions regarding personal data protection.

For more information, please read our [Privacy Policy](#).

#### 4.4. Changes in the Service.

The Service offered by **AirRefund** is scalable and can be subject to changes or even to deletion. Thus, **AirRefund** retains the right, at any time, to interrupt access to the Website or to all or part of the Service.

### 5. Commitments

#### 5.1. User's commitment

By accepting these General Terms of Use, the User is committed to transmit only true, accurate, complete and honest information to **AirRefund**. Failing that, the User acknowledges that the proper functioning of the Service offered by **AirRefund** will be affected. **AirRefund** accepts no liability for information given to the User based on inaccurate information.

The User agrees to the characteristics and limits of the internet and recognises they are the only person liable for the use of the data they read, question and transfer on the internet. **AirRefund** has no control over the content of services accessible on the internet. The User recognises having all necessary means to access and use the Website and Service. They are liable for carrying out relevant and adequate checks regarding the proper functioning of their equipment.

All potential fees regarding access, connection and/or internet browsing are at the user's sole cost.

If the User finds a defect, an error or anything looking like a malfunction, they are invited to report it at [contact@airrefund.com](mailto:contact@airrefund.com) in an email which describes the issue in the most accurate way possible.

#### 5.2. **AirRefund's** commitment

The Website has been very carefully designed. **AirRefund** uses every means available to ensure accurate and updated information and contents of the Website. Nevertheless, **AirRefund** cannot ensure the complete accuracy of all the information accessible. Thus, the User shall use their best judgment when using editorial content of the Website, especially when they trust the complete nature of such content.

**AirRefund** retains the right to correct mistakes when they are brought to its attention. Thus, information and/or contents available of the Website may be modified at any time without prior notice to the User.

It is expressly stated that the internet is not a secure network. **AirRefund** will not therefore be held liable for contamination by virus or intrusion by a third party into the terminal system of the User, and accepts no liability for the consequences of network connection of Users via the Website.

In particular, **AirRefund** will not be held liable for any damage caused to Users, their computer equipments and data stored, as well as for any consequence deriving from their personal or professional activity.

**AirRefund** accepts no liability for any dysfunction of the internet network, telephone lines or receiving equipment that prevents proper operation of access to the Website and Service.

**AirRefund** will not be held liable if one or more Users cannot access the Website and/or Service because of a problem or technical failure especially when related to network congestion.

Also, **AirRefund** will not be held liable for a potential fraudulent use of information and/or contents available of the Website that were made by third parties.

#### **6. Applicable law and jurisdiction**

These General Terms of Use are governed by Swiss law.

In case of dispute, especially concerning the interpretation and/or execution of these General Terms of Use, the User and **AirRefund** will try to reach an amicable settlement.

Failing that and if a case is brought before a court, the dispute resolution shall fall within the jurisdiction of the following courts: the courts of the place of usual residence of the User or of the Canton of Geneva if the action is brought by the User; or the courts of the place of usual residence of the User if the action is brought by **AirRefund**.

If a provision of these General terms is or becomes ineffective, illegal or unenforceable, it will not affect the validity of the other provisions in any manner.

May 2016 Edition