

GENERAL TERMS AND CONDITIONS OF SALE

Preamble

AirRefund SA (« **AirRefund** ») is a Swiss *société anonyme* with a capital of 200,000 Swiss francs, listed at the Geneva trade register (Switzerland) under No CH-660.0.717.014-3, with a registered office located 3 bis chemin de la Marbrerie, 1227 Carouge, Geneva (Switzerland).

AirRefund offers a service supporting passengers of disrupted flights (delay of more than three hours, cancellation and denied boarding) in the amicable recovery of their compensations, especially under the Regulation (the "**Service**"). AirRefund does not provide for legal advice or services. When a lawyer intervention is necessary, AirRefund puts the concerned passenger in contact with a legal counsel who will represent him/her before the competent courts.

When a passenger wants to use the Service, he/she electronically signs an exclusive mandate, which is governed by Articles 394 and subsequent of the Swiss Code of Obligations. This mandate shall be considered as a contract with AirRefund (the "**Mandate**"). By executing the Mandate, the Client recognizes he read and understood these General Terms and Conditions of Sale which establish the rights and obligations of each party, as described hereafter.

Definitions

- ✂ **Client:** means the passenger, or his/her legal representative, who signed the Mandate;
- ✂ **Commission:** means AirRefund's remuneration in case of success, as defined in the Mandate;
- ✂ **Mandate:** has the definition given in the preamble of these General Terms and Conditions of Sales;
- ✂ **Regulation:** means the Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91;
- ✂ **Service:** has the definition given in the preamble of these General Terms and Conditions of Sales;
- ✂ **Airline:** means to the air carrier indicated in the contract of carriage which performs or intends to perform the flight subject to a compensation claim.

1) WHAT IS OUR SERVICE?

- [Claim eligibility](#)

The passenger who suffered a flight disruption submits his/her claim on one of AirRefund websites (www.airrefund.com or any of its declinations – co-branded mini-websites) and transmits the required documents to initiate a compensation claim (identity and travel documents). If AirRefund considers the claim eligible under the Regulation, the passenger is offered the signature of the Mandate.

- [Signature of the Mandate and withdrawal period](#)

The signature of the Mandate is done electronically, by a procedure of double-click (double confirmation of the agreement).

AirRefund ensures that the electronic signature of the Mandate meets all the requirements of the European Directive 1999/93/EC.

The passenger who signs the Mandate (the "**Client**") shall have a period of fourteen (14) calendar days to exercise his/her right of withdrawal, without justification nor penalty, by registered letter with acknowledgment of receipt sent to AirRefund headquarters. The withdrawal period starts at the signature of the Mandate. After this period, any termination of the Mandate by the Client shall lead to the payment of the Commission, as provided in the Mandate.

The Client acknowledges that he/she is in legal capacity to sign the Mandate, either on his/her own behalf, or on behalf of the represented person.

- **How does our Service work?**

The signature of the Mandate allows AirRefund to initiate amicable exchanges with the Airline in order to recover compensation. The amicable phase lasts approximately three (3) months.

If despite the amicable exchanges, the Airline fails to compensate the Client, AirRefund may decide to file the claim before a national body empowered to deal with compensation claims under the Regulation. In this case, AirRefund shall inform the Client.

If these steps do not lead to a satisfactory result, AirRefund may offer to the Client the possibility to get assistance from a lawyer of its network and, if AirRefund and the lawyer consider the Client's claim strong enough to be brought before courts, the designated lawyer will entirely manage the claim and initiate pre-litigation and/or litigation recovery steps. If the Client agrees to mandate the designated lawyer, AirRefund shall bear all legal fees (legal counsel's fees, legal proceedings fees) and shall only get its Commission in case of success.

Failing that, the Client remains free to choose his/her own lawyer at his/her expenses.

At any time, AirRefund remains free to end the Service if it considers the Client's claim as erroneous, incomplete or ineligible.

2) FOR WHICH REASONS CAN THE MANDATE END?

The Mandate shall end:

- ✎ In case of success, i.e. if the Airline agrees to compensate the Client of *at least* the compensation provided by Article 7 of the Regulation or by the current case-law. The Mandate ends when the Client receives his/her compensation, net of the Commission. If the Airline transfers the entire compensation directly on the Client's bank account or directly sends the Client a non-monetary compensation (vouchers, loyalty points), the Mandate remains as long as the Client has not paid the Commission;
- ✎ If the Airline refuses to compensate the Client invoking circumstances which would lead to the claim rejection, including without limitation extraordinary circumstances, unfavourable court decisions or Airline bankruptcy. AirRefund is free to appreciate the veracity of the events invoked by the Airline. The Mandate shall end when AirRefund abandons its mission and sends the termination notification, by any means. In this case, AirRefund bears all costs incurred so far.

The Mandate shall also be terminated in case of breach of one of its obligations by one of the parties, as provided herein.

3) WHAT ARE OUR COMMITMENTS?

AirRefund shall:

- ✎ Use its best efforts to carry out the mission it was entrusted with and provide the Service with diligence and loyalty, in compliance with the current legislation;

- ✿ Use its best efforts to reach an amicable resolution for the Client's claim;
- ✿ Receive the Client's compensation on a bank account specifically dedicated to the collection of passengers' funds and maintain its professional liability insurance policy from a well-known insurance company;
- ✿ Keep the Client informed of any significant progress of his/her claim and to give explanation on its mission and its management on the Client's simple request, being specified that AirRefund remains the owner of all the intellectual property rights on its studies, models, letters and contents of its websites, even when carried out for the Client's claim, within the performance of the Service. The Client shall not reproduce, exploit or communicate these elements without the express and written authorisation of AirRefund;
- ✿ Bear all the claim process expenses. AirRefund shall invoice the Client for the Commission only in case of success of the Service (within the limit of the provisions regarding the early termination of the Mandate by the Client).

In general terms, the Service offered by AirRefund is subject to an obligation of means and the Mandate is concluded with the Client with no guarantee of success. AirRefund shall not be held liable if no settlement is reached, except in case of a fault directly due to AirRefund.

4) WHAT ARE THE CLIENT'S COMMITMENTS?

The Client shall:

- ✿ Inform AirRefund of any exchanges with the Airline regarding the disrupted flight prior to the signature of the Mandate;
- ✿ Entrust AirRefund with a certain and actual claim, justified by authentic, not truncated nor falsified documents that give an objective and sincere overview of the disruption;
- ✿ Abide by the exclusive nature of the Mandate by (i) not entrusting any other entity or company offering the same type of Service with his/her claim, (ii) nor contacting directly the Airline once the Mandate has been executed;
- ✿ Cooperate with AirRefund by sending all information justifying his/her claim as well as any new element that may concern the claim, including but not limited to all direct exchanges with the Airline, both prior or after the execution of the Mandate;
- ✿ Cooperate with AirRefund by answering all questions it could send; the absence of reply of the Client after three successive emails and/or within a period of more than three (3) months could lead to the termination of the Mandate on the Client's fault.
- ✿ Pay AirRefund its Commission if the Airline directly compensated him/her after the Mandate execution.

Any breach of one of his/her obligations shall lead to the invoicing of the Client of the fees provided in paragraph 5) "Which fees may be charged to me as a Client?" of these General Terms and Conditions of Sale.

5) HOW ARE WE REMUNERATED?

AirRefund receives no Commission and bears all the expenses for processing the claim if the Client is not compensated, within the limit of any Client's breach of his/her obligations.

In case of success, AirRefund receives, on behalf of the Client, the sum agreed by the Airline on its bank account specifically dedicated to the collection of passengers' funds. AirRefund sends the Client the money owed, i.e. the total amount of the compensation minus the Commission, by wire transfer on the Client's bank account.

Specific cases:

- ✎ If the Airline does not compensate the Client with a monetary compensation but with a compensation in kind (such as goods, services, vouchers, loyalty points), the Commission shall be calculated on the actual value of this compensation. Therefore, the Client shall pay to AirRefund its Commission in cash by wire transfer to the communicated bank account;
- ✎ If the Airline pays the compensation directly to the Client, the latter shall immediately inform AirRefund and proceed without undue delay to the payment of the Commission by wire transfer to the communicated bank account. Indeed, the Client acknowledges that any sum received from the Airline after the execution of the Mandate is deemed to be the result of the Service and leads to the payment of the Commission. Failing the payment of the Commission within a period of fifteen (15) calendar days, a 20-euro penalty shall apply and AirRefund recovery department shall initiate appropriate steps to obtain the due sums. If the Client does not cooperate, AirRefund shall no choice but to initiate legal proceedings which fees shall be borne by the Client.

The possible bank and/or exchange expenses following a wire transfer of the compensation shall be borne by the Client.

6) WHICH FEES MAY BE CHARGED TO ME AS A CLIENT?

When referring to this paragraph, all fees charged to Clients correspond to the amount of the Commission as provided in the Mandate.

7) ARE MY PERSONAL DATA PROTECTED?

AirRefund undertakes to process personal data in accordance with the personal data protection obligations that are applicable both in Switzerland and at the European level, particularly under the General Regulation of the Protection of Data 2016/679. These obligations are described in our Personal Data Protection Policy, available on our website or at the following link:

[Personal Data Protection Policy](#)

8) AND IN CASE OF DISPUTE?

These General Terms and Conditions of Sale and the resulting actions are governed by Swiss law and are written in French. In case of conflict between the different translations, the French version shall be considered as the original and reference version.

Any dispute arising from these General Terms and Conditions of Sale, especially regarding their validity, interpretation, or performance shall be the object of an amicable settlement attempt between the parties. Failing that, the dispute shall be brought before the competent courts according to ordinary law.

9) VARIOUS PROVISIONS

- Severability:

If one of the provisions of these General Terms and Conditions is declared void, inapplicable or is the subject of a requalification by a court, the challenged provision is deemed as unwritten. The other provisions herein will continue to produce all their effects.

- Absence of waiver:

The failure of a party to exercise a right, penalty or remedy under these General Terms and Conditions of Sale shall not be interpreted as a waiver to exercise this right, penalty or remedy.

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