

# Terms and Conditions of Flyhelp Services

Unless the context of the Terms and Conditions of Services requires otherwise, the capitalised terms used in these Terms and Conditions of Services (“**T&C**”), shall have the meanings indicated below:

“**Agreement**” shall mean the agreement between the Client and Flyhelp that is concluded after the Client got acquainted with and accepted T&C, which is signed by electronic means or in writing. Under the Agreement the Client assigns to Flyhelp full ownership and legal title to his (her) monetary claim pursuant to 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 replacing Regulation (EEC) No 295/91) or under any other international or national regulation applicable in respect of the Client in another country which establishes common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, including all amounts related to the assignment as well as taxes and other amounts, when passengers are not able to fly or their flight was disrupted, and any other monetary compensation for lost or damaged baggage (“**Assignment**”).

Only where the Assignment agreement (form) is declared invalid or cannot be considered valid in the particular jurisdiction (country), the Agreement concluded between the Client and Flyhelp shall be considered as a contract for services according to which Flyhelp administers Client’s Assignment and undertakes to organize and finance the collection of the Assignment and to execute all other actions in relation to the Agreement.

“**Claim**” means any claim against a flight operating carrier (airline) for monetary compensation pursuant to Flight Compensation Regulation.

“**Client**” shall mean a person that has signed the Agreement, accepted T&C and is seeking Flight Compensation with the help of Flyhelp.

“**Electronic Identification Regulation**” means Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

“**Flight Compensation Regulation**” means 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 as well as any other international or national regulation applicable in respect of the Client in another country which establishes common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, including all amounts related to the assignment as well as

taxes and other amounts, when passengers are not able to fly or their flight was disrupted, and any other monetary compensation for lost or damaged baggage.

**“Flight Compensation”** means total amount of money paid by a flight operating carrier in relation to a Claim as compensation, settlement or gesture of goodwill, including all additional expenses compensated to the Client or Flyhelp by free will and decision of an operating carrier after the Client has signed the Agreement and accepted T&C. To avoid any doubts, it shall be specified that the Flight

Compensation does not include any legal fees, court fees, collection cost, interest, penalty or similar expenses incurred, which are paid by Flyhelp during the entire collection process.

Accordingly, all the amounts paid by Flyhelp during the collection process must be refunded and paid exclusively for the benefit of Flyhelp.

**“Price List”** shall mean Annex No 1 to these T&C specifying amounts of Flyhelp remuneration (<https://flyhelp.al/Price%20List.pdf>).

**“Privacy and Data Protection Requirements”** shall mean all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice (if any) issued by the relevant supervisory authorities, and the equivalent of any of the foregoing in any relevant jurisdiction (whether mandatory or not).

**“Legal Proceedings”** shall mean a process when Flyhelp files the Claim to a court, alternative dispute resolution institutions, aviation regulatory agencies, consumer protection agencies and/or governmental bodies or handling over the Claim to a contracted legal representative, such as an attorney or law firm.

**“Flyhelp”** means a legal entity (UP Legal Tech LLC, Prishtine, Republic of Kosovo).

## **1. AGREEMENT**

1. The Client accepts T&C (the Agreement) which is considered as the basis of any other documents to be concluded between the Client and Flyhelp by free will.

2. Flyhelp uses an online authentication service for advanced electronic signatures complying with requirements set forth in Article 26 of the Electronic Identification Regulation that is internationally recognised and accepted even by courts, so the Client does not have to print, sign and return the Agreement by registered mail.

3. By entering into an Agreement, the Client confirms that he (she) is authorized and has legal capacity to sign documents binding both Flyhelp and the Client or, if applicable, has a right to sign on behalf of another person (e.g. a child).

4. The Client confirms that the Assignment of Flight Compensation has not been assigned to third parties and no legal dispute is pending or expected between the Client and the flight operating carrier on the same matter. The Client understands that by making Assignment he/she may not conclude the same and/or any similar agreement, including companies competing with Flyhelp to act in the interest of the Client, take legal action in relation to collection of the Flight Compensation.
5. The Client undertakes to provide Flyhelp with all data and/or information that is required for the collection of the Flight Compensation from the flight operating carrier.
6. Flyhelp shall be entitled to accept only Flight Compensation and no travel vouchers and/or other services that may be offered by the flight operating carrier shall be accepted.
7. By signing the Agreement and agreeing with T&C the Client confirms that he (she) will not maintain any direct contact or accept the payment from an operating carrier.
8. The Client confirms and declares that T&C are a direct proof and expression of true will and to be respected by flight operating carriers. The Client agrees with Flyhelp that all Flight Compensation payments made by operating carriers under Flyhelp's Claims should be made directly to the bank accounts owned by Flyhelp or other bank accounts as agreed by Flyhelp and the Client.
9. The Client also agrees that Flyhelp will assist him (her) in the exercise of his (her) right to defend him (her) in the collection of the Flight Compensation.

## **2. PURSUING OF THE CLAIM**

1. Flight data in relation to the Claim may be submitted to Flyhelp preferably via Flyhelp's website, mobile app, email and/or any other electronic or software solutions supported by Flyhelp. After such data is received, Flyhelp shall assess the merits of the flight and whether the Claim on the grounds of such flight data could be successful. If Flyhelp estimates that the flight data provided by the Client is sufficient and Claim could be successful, Flyhelp shall execute all necessary actions in relation to the collection of Client's Flight Compensation according to the documents signed and approved by the Client.
2. Please note that the result of the assessment as provided in Section 2.1 above does not include any binding statement and does not guarantee successful enforcement of the Claim.
3. When the Agreement is concluded, Flyhelp refers to the flight operating carrier with the Claim in order to reach settlement and avoid Legal Proceedings.
4. Provided the flight operating carrier refuses to satisfy the Claim after Flyhelp has reached the respective carrier, Flyhelp, at its own discretion, is entitled to initiate Legal Proceedings to

pursue the Claim. Flyhelp, at its own discretion, may initiate Legal Proceedings in other cases if the Flight Compensation recovery process would be more effective and (or) quicker this way.

5. During Legal Proceedings, the legal representative of Flyhelp shall be granted access to all data provided by the Client to Flyhelp in order to pursue the Claim. If third parties require any additional documents proving the powers of the legal representative, the Client, with the guidance of Flyhelp, shall immediately provide to the legal representative with any of such documents. If, for the successful recovery of the Flight Compensation, it is necessary that the Claim is submitted by the legal representative (e.g. attorney at law) on the Client's behalf, the Client will sign a respective agreement with the legal representative, and the Client's monetary claim will be assigned back to the Client from the moment of conclusion of the respective agreement with the legal representative. In such a case, the Client and Flyhelp will settle between each other according to the terms and conditions specified in these T&C and (or) other agreement concluded by and between the Client and Flyhelp.

6. If, after assessing the merits of the Claim, the legal representative considers that pursuit of the Claim during Legal Proceedings is unlikely to succeed, the Client will be informed and Flyhelp will pursue the Claim no further. Such notification of the Client shall mean that the collection of the Flight Compensation has ended and full ownership and legal title to the Assignment is automatically returned to the Client without conclusion of additional agreements.

7. If Legal Proceedings are initiated to pursue the Claim, the Client shall be exempt from any costs incurred in the event the Claim is not upheld. In the case of success or settlement in the Legal Proceedings, Flyhelp shall cover any costs incurred that are not covered by the respective flight operating carrier. Provided that the Claim is successful and the Client receives the Flight compensation, the Client agrees that all costs incurred by Flyhelp and claimed from the flight operating carrier are paid to Flyhelp.

8. The Client and Flyhelp confirm their acknowledgment that Flyhelp has sole discretion to accept and/or reject any settlement offer in accordance with experience with the respective flight operating carrier. The Agreement is considered as sufficient legal ground for such discretion to be effective. The Client is entitled to revoke this acknowledgment at any time and terminate all legal ties with Flyhelp in accordance with the procedure provided in the T&C.

9. The Client acknowledges that the Claim handling may take considerable time and that Flyhelp cannot influence how quickly the Claim can be asserted.

### **3. FEES AND PAYMENT**

1. Settlement in accordance with the procedure provided in these T&C for the Assignment is linked to the essential condition that the Flight Compensation is received i.e. paid to Flyhelp's

or Client's bank account. Upon payment of the Flight Compensation by the flight operating carrier Flyhelp and the Client shall settle in accordance with the procedure provided in the T&C.

2. Flyhelp pursues the Claim free of charge. Provided that the Claim is successful and the Flight Compensation is received, the agreed part of the Flight Compensation will be paid to the Client pursuant to the terms and conditions specified in the Price List. Flyhelp and the Client may separately agree on another amount of remuneration and payment terms and conditions.

3. If settlement agreement with a flight operating carrier is not reached regarding the Claim or in other cases, when, in Flyhelp's opinion, Flight Compensation recovery process would be more effective and (or) quicker, Flyhelp is entitled to commence Legal Proceedings, which will result in the increase of the part of the Flight Compensation belonging to Flyhelp, as specified in the Price List.

4. The Client confirms his (her) acknowledgement that parties to the Agreement may set-off their counter-claims.

5. If the Client fraudulently provides incorrect or incomplete data and Flyhelp incurs additional costs due to that, the Client shall reimburse such costs to Flyhelp.

6. As the registered office of Flyhelp is located in the Republic of Kosovo, the amount of value added tax (VAT) (if applicable) to be paid is stipulated by the laws of the Republic of Kosovo in accordance with the legally stipulated rate.

7. If the Client has provided wrong or insufficient information needed to pay the Flight Compensation and it is returned to Flyhelp, Flyhelp is entitled to deduct all additional costs incurred by Flyhelp. If the Client has provided wrong or insufficient information needed to pay the Flight Compensation and (or) it is returned to Flyhelp, and the Client, after reminders and reasonable endeavors from Flyhelp to contact the Client by means provided by the Client to Flyhelp, does not amend or provide information needed to pay the agreed part of the Flight Compensation, Flyhelp is entitled to keep the part of the Flight Compensation that otherwise should have been paid to the Client.

8. For the accounts in the Single Euro Payments Area (SEPA), all payments will be sent to the account via bank transfer. When making an international transfer to the Client, all bank fees are deducted from the Client's part of the Flight Compensation.

9. To save banking costs, in case of shared booking or in other cases (e.g., parents get paid for children), Flyhelp shall transfer all payments to a single account if the Client permits Flyhelp to do so or one account is specified while submitting data to Flyhelp. A person, which received money for other persons, is obliged to settle with them, and, in such case, Flyhelp does not take the risk of non-payment.

10. Flyhelp shall not be liable for any checks, prepaid debit cards, credit cards and similar means which are lost by the Client as well as for any effect of the Client giving wrong bank account information.

11. When it is mandatory, Flyhelp shall provide an electronic invoice or another document via email.

12. Flyhelp shall not be liable for any failure to pay the agreed Flight Compensation due to circumstances which are beyond its reasonable control, including, but not limited to strike, lock-out, labour dispute, act of God, war, riot, compliance with a law or governmental order, rule, regulation, etc.

13. Flight Compensation and any other payments will be made by Flyhelp only to final beneficiaries with the right to claim Flight Compensation. Flyhelp shall not pay Flight Compensation and (or) any other payments to intermediaries, agencies, representatives and (or) other third parties which, together with the request for payment of the Flight Compensation do not provide any specific written proof clearly and unambiguously confirming the authority to accept payments on behalf of the final beneficiary. In case of any doubt regarding the right to receive payments, Flyhelp has the right to request additional proof confirming the right to accept payments on behalf of the final beneficiaries and (or) unilaterally refuse to pay the Flight Compensation directly to such person.

#### **4. COOPERATION BY THE CLIENT**

1. The Client warrants that data and information provided by the Client to Flyhelp in relation to the Claim is correct, complete, true and not misleading. The Client shall keep Flyhelp indemnified for any claims which arose due to incorrect information provided by the Client and/or lack of cooperation or improper cooperation by the Client.

2. Before engaging in the services of Flyhelp, the Client has not disposed of the Assignment in any other manner, nor has engaged any third party to enforce the Claim.

3. The Client shall with or without a specific request provide Flyhelp with all the data and documents that are required for processing the Claim, e.g. copies of identity documents, boarding pass, delay notification, correspondence with the flight operating carrier.

4. If the Client receives any payment or any other type of Flight Compensation, e.g. flight voucher, from the flight operating carrier after engaging Flyhelp's services, the Client is obligated to inform Flyhelp immediately. In such case, the Client shall be obliged to pay Flyhelp the remuneration, indicated in Section 3.2 or 3.3, in 10 (ten) days from the day the Flight Compensation is received from the flight operating carrier to the bank account provided in the

contact column of Flyhelp's website or any other bank account provided by Flyhelp in a written form.

5. If the Client provides incorrect or incomplete data or if the Client withheld from Flyhelp that the Client has already received the Flight Compensation from the flight operating carrier for the respective Claim and Flyhelp is not able to collect the Flight Compensation or losses through the Legal Proceedings, Flyhelp reserves the right to assert its claim against the Client for the resulting damage.

6. If the Client has previously engaged with a Claim Company or sought legal representation for their claim, and FlyHelp is unable to resolve the claim due to payment already being made or agreed upon with the Airline, FlyHelp will bill the Client at the full rate which corresponds to the commission of 30%.

## **5. TERMINATION AND WITHDRAWAL**

1. The Agreement is terminated immediately:

- when Flyhelp considers that the Claim may not be successful after conducting an in-depth review of the Claim and the Client is informed regarding such decision; or
- in case of incorrect data/information and fraudulent conduct by the Client upon decision by Flyhelp; or
- if within 14 (fourteen) days since the conclusion of the Agreement, the Client, without stating any reasons, submits a withdrawal notice by email.

2. In any case, in the case of termination of the Agreement by the Client after contractual work has already been performed or after Flyhelp and/or legal representatives have commenced Legal Proceedings, Flyhelp is entitled to charge the Client administration costs as well as other costs incurred, court fees, costs of services, bailiff's costs, extrajudicial costs, authorised representative's fees, additional fees and other costs incurred. The Client shall pay the amounts indicated in this Section within 10 (ten) days after receipt of Flyhelp's invoice.

3. If the Client is a consumer pursuant to EU-consumer regulations, i.e. acts outside the scope of business, it has the statutory right of withdrawal from the Agreement at the same time returning full ownership to his (hers) Assignment. The Client is entitled to terminate the Agreement with a written notice served to Flyhelp 5 (five) days in advance. In case the Agreement is terminated by the Client, Flyhelp is entitled to reimbursement of the costs.

## 6. FINAL PROVISIONS

1. Flyhelp is authorized to alter T&C and set forth additional conditions at any time and without notice, however shall put efforts for the Client to be updated with any such alterations. If any such alterations are negative from the Client's perspective, the Client shall have to approve such alterations in order for amended T&C to be applied to the respective Client.
2. The laws of the Republic of Kosovo apply to the T&C, the Agreement and/or any other document concluded in relation to the T&C and the Agreement, except if otherwise agreed in the specific document. The Client (consumer) is also entitled to claim protection under mandatory provisions provided by the laws of the country where the Client (consumer) resides.
3. Flyhelp will use the Client's and, if applicable, its employees' personal data exclusively for enforcing the Claim. Any and all information regarding the extent and form of data collection, storage and usage of personal data can be found in Flyhelp's privacy policy.
4. In the case the Client is a legal entity, it warrants and represents that:
  - the personal data provided by such to Flyhelp has been collected and is to be provided to Flyhelp at all times in accordance with the Privacy and Data Protection Requirements;
  - for the purposes of this Agreement Flyhelp will be acting as a data processor, rather than as a data controller (as they are understood under the Privacy and Data Protection Requirements), in respect of all such data processing activities which Flyhelp may carry out under this Agreement.
5. Any dispute, controversy or claim, arising out of or relating to the T&C, its breach, termination or validity shall be finally settled in the respective court of the Republic of Kosovo subject to the rules of jurisdiction unless mandatory provisions of law specify otherwise.
6. If any provision of T&C is held to be illegal, invalid or unenforceable by a court or arbitral tribunal, the other provisions of T&C will remain in full force and effect. Any provision of T&C held to be illegal, invalid or unenforceable only in part, or to a certain degree, will remain in full force and effect to the extent that it is not held illegal, invalid or unenforceable. Flyhelp will amend T&C by replacing such illegal, invalid or unenforceable provisions with legal, valid and enforceable provisions that would produce the result as close as possible to the intentions of Flyhelp and the Client. Flyhelp will put all its efforts into ensuring the implementation of all the provisions hereof.
7. In case of discrepancies between the English version of T&C and any other language, the English text shall prevail.



