

# Terms & Conditions

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### **Article 1. General Provisions and Definition of Terms**

1. Parties. These Terms & Conditions regulate the legally binding relationship between us,
  - (i) the private limited company [Kiwi.com](#) s.r.o., Company ID No.: 29352886, with a registered office at Palachovo náměstí 797/4, Starý Lískovec, Post Code 625 00 Brno, the Czech Republic, registered in the Commercial Register maintained by the Regional Court in Brno, File No. C 74565, Tax ID No. CZ29352886 or (as a mutually exclusive option)
  - (ii) the incorporated company [Kiwi.com](#), Inc., with a registered office at 1221 Brickell Avenue, Suite 1115, Miami, Florida, 33131, United States, provided that You meet following requirements: (i) Your payment of the Full Price for the Booking is made by a credit/debit card branded as a card of Visa, Mastercard or of other supported card brand (scheme) as specified [here](#) (if any), issued by US bank/registered issuer and (ii) You make the payment of the Full Price or respective Handling Fee for the Booking in USD currency selected by You as preferred (the “**US Consumer**”) (hereinafter referred to as “**Kiwi.com**”, “**We**”, “**Our**”, “**Us**”), and you as Our customer (hereinafter referred to as “**You**”, “**Your**”, “**Yourself**”); (“**You**”, “**Your**”

and/or “**Yourself**” can also be used to refer to a passenger to be transported in an airplane or other mean of transportation under the Contract of Carriage).

2. Definition of Terms. The terms in **BOLD** listed below, and used throughout these Terms & Conditions refer to the following:

1. **Booking**: means the purchasing process of selected Flight(s) and the actual outcome of this process, which includes the following (i) Your selection of the Flight(s) listed on Our Website (ii) Your selection of one of Our [Kiwi.com](#) Ticket Fares for the chosen Flight(s) offered on Our Website (iii) eventual selection of offered transport-related services and other Our offers related to Your Booking including Service Packages, (iv) completing the information required in the online form on Our Website, (v) Your acceptance of the Terms & Conditions stated hereunder and Our immediate performance of Services (vi) sending Us the completed online form (vii) and making the payment of the Full Price through the appropriate payment method. The Booking process may be alternatively realized using the means of telephone communication in accordance with Art. 2.9 hereof. By making the Booking, You accept the offer of Our Services. The Booking is completed by Our confirming Our acceptance of Your payment made in accordance with these Art. 1.2.1 (vii) and 3.1 hereof.
2. **Contract of Carriage**: means the agreement of carriage and related services concluded between You and the Selected Carrier(s) based on the provisions of Our brokerage services provided upon the Service Agreement in accordance with the provision of Art. 2.13 hereof.
3. **Destination**: means the airport, train station or other selected place You choose from the offers listed on Our Website and which is, according to Your Booking (see Art. 1.2.1 hereof), the last airport, train station or other selected place from the offers listed on Our Website on Your one-way journey. You can order carriage for more than one Destination in a single Booking in the form of Multi-city carriage, further defined in Art. 1.2.8 hereof. The carriage to the Destination can also be arranged for two or more Flight Connections – see Art. 1.2.5 hereof. We reserve the right to change any of the interim destination(s) displayed in Your Booking if it does not affect Your ability to reach Your final Destination, unless You select the interim destination(s) in the form of a Multi-city itinerary.
4. **Flight** or **Flights**: means a carriage by air, train, bus or other means of transportation to the Destination via (a) Selected Carrier(s). We display the offered Flight(s) on Our Website together with the information on the departure and arrival airport (train/bus station or other specified location), Flight time duration and the identification of the Selected Carrier(s). The Flight time duration may also include technical stopovers undertaken by the respective operating carrier during the Flight from the departure airport (train/bus station or other specified location) to the arrival airport (train/bus station or other specified location) on one leg of Your journey. ‘**Flight**’ can also be used to mean two or more Flights to carry You to Your Destination.
5. **Flight Connection(s)**: means a form of carriage wherein You will need to exit the plane or other mean of transportation at each given airport or other transition place and either change planes or other means of transportation, or re-board, in order to reach Your Destination. In some cases, You may also need to change the Selected Carrier when changing the plane, bus, train or other means of transportation.
6. **Flight Disruption**: means a change in Flight schedule due to which You will not have sufficient time to change planes or other means of transportation for Flight Connection(s), which negatively impacts Your ability to reach Your Destination or Your arrival at the Destination shall change by more than 24 hours from the originally scheduled arrival, i.e., due to Flight Disruption(s), You would miss Your Flight Connection(s). The assessment of a reasonable time limit for changing planes or other means of transportation for Flight

Connection(s) will be done individually and in accordance with the specific standard transition times provided by the airport or other place of transition.

7. **Full Price:** the price that We charge You for the provision of Our Services (considering the selected Kiwi.com Ticket Fare and Service Package) and the price for the Flight ticket(s) and other related services (e.g. priority boarding, additional luggage, meal, etc.) as well as Optional Services You eventually ordered with Us within the Booking. The Full Price is further defined in Art. 3.1 hereof.
8. **Multi-city:** means a form of carriage which includes a combination of Flights which pass through one or more interim destination(s), which You have expressly selected within the Booking. Please note that in the event that You have selected one or more interim destination(s) where You will spend less than 24 hours before continuing Your journey, We cannot guarantee that the respective Selected Carrier(s) do not make any changes, or cancellations, to the Flight(s) within Your travel to and/or from this interim destination as listed in Your original itinerary; in which case We are not responsible for any financial or other obligations to You or the Selected Carriers in this regard.
9. **Additional Services:** means the services provided by Us related to Your Flight(s) which consist of arranging the services that are offered by the Selected Carrier(s) and/or any other third party, such as preferred meals, checked luggage, preferred seat selection, Flight/passenger's name change, priority boarding, passenger's Flight itinerary cancellation, passenger's Flight rebooking, processing of refund requests due to a Flight cancellation made by a Selected Carrier, etc. The fee for these services charged by the respective Selected Carrier(s) and/or any other third party is not included in the Full Price, unless You add them during the Booking. If You order Additional Services after the Booking, We will offer You the processing of these services for an additional Handling Fee (as defined below) and under the conditions pre-agreed by You choosing the respective [Kiwi.com](#) Ticket Fare (as defined below) and/or purchasing the respective Service Package (as specified in Art. 4 hereof); in such case, the Additional Services are provided by Us on the basis of separately concluded Additional Service Agreement (as defined in Art. 1.2.12 hereof).
10. **Selected Carrier:** means the airline or other transportation provider providing the services of carriage by air or the operator of the ground transportation with which You enter into the Contract of Carriage through the use of Our brokerage services. The identity of the Selected Carrier will be made known to You before You enter into the Service Agreement with Us. Your Flight(s) may include the services of two or more Selected Carriers – where this is the case, the term Selected Carrier will be used to mean the airline or other transportation provider carrying You across the corresponding segment of Your route. Please note that the actual operating carrier may differ from the Selected Carrier with which You have entered into the Contract of Carriage and as such, it is Your responsibility to verify the identity of the operating carrier at the place of departure for the relevant route before departure.
11. **Service or Services:** means the brokerage services directly related to the carriage of You and Your luggage to a Destination which We provide You in accordance with these Terms & Conditions and the Service Agreement for the pre-arranged and agreed fee, included in the Full Price. Our Services, through which You will be able to conclude the Contract of Carriage in accordance with Art. 1.2.1 hereof with the Selected Carrier, are defined in Art. 2.1 hereof. In addition to the provision of these brokerage Services, We may provide You with (a) Our extended guarantee providing You with the specific remedies in case of the Flight Disruption(s) in the form of assistant Optional Services — [Kiwi.com Guarantee](#) — if purchased by You as specified in Art. 5 and Art. 6 hereof and (b) Enforcement Services as specified in Art. 6.6 hereof. These assistant Optional Services are provided under the

conditions stipulated herein for the additional consideration constituting the part of Our fee for the provision of Our Services and paid by You, and the Enforcement Services are provided under the conditions and fees stipulated in Art. 6.6 hereof.

12. **Service Agreement:** means the agreement on the provision of the Services concluded between You and Us in accordance with Art. 1.2.1. hereof. The Service Agreement is concluded upon completing Booking as specified in Art. 1.2.1 hereof. The purpose of the Service Agreement is to set forth the contractual relationship between You and Us on the basis of which We will provide You with the Services related to Your Flight(s) to the chosen Destination with a Selected Carrier for the Full Price. These Terms & Conditions form an integral part of every Service Agreement. Additional Service Agreement means the agreement on the provision of the Additional Services concluded between You and Us separately, upon your request received by Us after the Booking completion; the Additional Service Agreement may be concluded by the various means of the distance communication, including telephone communication (see Art. 2.9 hereof). These Terms & Conditions always constitute the integral part of the Service Agreement or the Additional Service Agreement concluded between You and Us (regardless of the means of communication used for the contracting process) and by the conclusion of the respective agreement You agree to be fully bound by them.
13. **Customer Support Services:** means Our supporting services consist in the availability of the communication channel via which We shall provide You on Your request with all the information We are obliged under these Terms & Conditions, eventually to accept and communicate about any request by You for the provision of Our Optional Services, or Additional Services, or any other inquiry, request or complaint by You regarding Your Booking, Our Services or Our Website. The default level of provided Customer Support Services and their enhanced levels You may upgrade to by selecting the respective [Kiwi.com](#) Ticket Fare (see Art. 4.1, 4.2 hereof) or purchasing the respective Service Package (see Art. 4.5, 4.6 hereof) are specified in Art. 4.6 hereof. Please note that Customer Support Service telephone channel is provided according to the rule of priority of callers. Caller priority categories (Low, Medium, High) dependent on the selected [Kiwi.com](#) Ticket Fare (see Art. 4.2 hereof) or the purchased Service Package (see Art. 4.6 hereof) determine the sequence of Our handling of customers' calls, when the calls on the specific telephone line are put into the queue in real-time on the basis of the caller priority category from High, through Medium to Low (with decreasing priority). Within every caller priority category calls are handled on the basis of the registered time the incoming call is registered by Our system (first come, first served principle). Customer Support Service – telephone support channel availability - shall be provided by Us dependent on the selected [Kiwi.com](#) Ticket Fare (see Art. 4.2 hereof) or the purchased Service Package (see Art. 4.6 hereof) in two different levels - Basic and Extended - as they are described [here](#).
14. **[Kiwi.com](#) Ticket Fares:** has the meaning set forth and defined in Art. 4.1 hereof.
15. **Service Packages:** has the meaning set forth and defined in Art. 4.5 hereof.
16. **[Kiwi.com](#) Guarantee:** has the meaning set forth and defined in Art. 5 hereof.
17. **Terms & Conditions:** means Our terms and conditions stated herein.
18. **Throwaway Ticket(s) airline ticket(s):** means a Booking for a combination of Flights where You do not intend to travel on one of these Flights (and therefore “throw away” that particular Flight ticket), including without limitation where (i) You finish your journey at a place which is not the last airport on the Flight itinerary; or (ii) You purchase a return Flight and travel on the inbound Flight but not the outbound Flight.
19. **Website:** means the website located at [kiwi.com](#), including the subdomains for respective markets and/or Our other websites or application on which You can make the Booking.

20. **Handling Fee:** has the meaning set forth and defined in Art. 2.2 hereof.
  21. **No Checked Baggage Booking:** means a Booking itinerary of one or more Flight(s) which is specially construed and offered to You under the condition that You cannot have any other baggage than carry-on baggage as defined and limited by each of the Selected Carriers; should You add any check-in baggage to this itinerary We cannot guarantee that Your itinerary will remain unchanged by the Selected Carriers: in this regard We are not responsible for any financial or other obligations to You or the Selected Carriers.
  22. **Optional Services:** means Our extended guarantee providing You with the specific remedies in case of (a) Flight Disruption(s) in the form of assistance services. We will provide You with the Optional Services based on Your order of them (that upon Our confirmation will constitute the part of/addendum to the Service Agreement), under the conditions stipulated herein, namely in Art. 5 and 6 hereof.
  23. **Kiwi.com Credit:** means the untransferable credit with assigned value usable exclusively by You for Your future Bookings with Us, when the value of the **Kiwi.com** Credit shall be debited from the price (Full Price) for the respective Booking; the use of the **Kiwi.com** Credit shall be accredited to Your personal credit account accessible via the section of Our Website where You can manage Your Booking(s) and it is tied with Your email provided by You in relation to the respective Booking; awarding, validity and other conditions of the use of the **Kiwi.com** Credit are subject to the Terms of **Kiwi.com** Credits as available [here](#), establishing an integral part of these Terms & Conditions.
3. Complete Information. You must provide Us with complete, accurate and correct information and all data necessary for Our provision of the Services to You (especially the information and data (including personal data) necessary for the conclusion of the Contract of Carriage with (a) Selected Carrier(s), for billing and Flight tickets delivery, etc.), for which You are requested during the Booking or any time before or after. It is Your responsibility to ensure that all the information is correct and updated at the time of the Booking and this information will be in this form valid and complete at the time of Your travel. You must provide Us all the information using Latin script. We are not responsible for any damages, additional costs or any other issues or complications that may arise as a result of Your failure to provide Us with complete, correct and accurate information during the Booking process.

## Article 2. Service Agreement

In order to remain in full compliance with all applicable national laws and regulations of the European Union, by this Art. 2 hereof We provide You with all the mandatory information before entering into the Service Agreement:

1. Service Description. Our Services shall consist, subject to warranties and representations as set forth in Art. 7 and 8 hereof, of the following:
  1. Displaying the offered Flights and their combinations on Our Website; utilizing Our algorithms and other data to provide You with a selection of tailored travel itineraries on Our Website which enables You to assess and manage the risk of missed transportation connections and related disruptions to travel plans;
  2. Brokerage of the Contract of Carriage between You and the Selected Carrier;
  3. Delivery of the Flight tickets (itinerary) for the selected Flight(s), which You have purchased in accordance with Art. 1.2.1 hereof, as a result of the Booking, to You in accordance with Art. 2.18 hereof; and
  4. Performance of online check-in (in the event that it is available, which will be indicated in Your e-ticket) with regard to the respective Flight(s) within Your Booking, provided that You will provide Us with the all information required for this purpose by the Selected Carrier(s), as indicated by Us, in relation to all persons included within Your Booking, not later than 24



hours prior to the departure of the first Flight in Your itinerary; otherwise online check-in shall not be part of Our Services. In case You do not use the online check-in provided by Us or fail to use the online-check prior to the 24 hours deadline, You agree to arrange the check-in without Our assistance, in accordance with the Selected Carrier's terms and conditions and conditions of carriage (see Art. 9.1 hereof), in which case You shall be responsible for any potential costs or fees related to a direct check-in with the Selected Carriers (if any) without having a claim against us for the reimbursement of such costs or for the refund of any part of the Full Price paid by You.

In addition to the provision of the previously described Services We may provide You with (i) Our extended guarantee providing You with the specific remedies in case of the Flight Disruption(s) in the form of Our Optional services — the [Kiwi.com](#) Guarantee — if purchased by You as specified in Art. 5 and Art. 6 hereof and (ii) Enforcement Services as specified in Art. 6.6 hereof.

2. **Additional Services.** Please note that Our Services provided to You on the basis of the Booking do not include the Additional Services, unless stated otherwise, and in relation to these Additional Services We shall agree with You separately, concluding the Additional Service Agreement, only for a fee and under the conditions pre-agreed by You choosing the respective [Kiwi.com](#) Ticket Fare and/or Service Package during the Booking procedure, aside from the Service agreement concluded on the basis of Your initial Booking. The Additional Service Agreement and the agreement for the services order by You with the respective Selected Carrier or any other third-party service provider are two separate legal contracts constituting the mutually independent relationships, and We do not bear any liability for the provision of the respective service. Please note that the Additional Services may also be subject to additional charges You will be obliged to pay, imposed by the Selected Carriers or any other third parties processing Your request for services brokered by Us within the provision of the Additional Services, and You will be acquainted with the amount of these additional charges prior to Your ultimate purchase of the respective Additional Service. Additional Services in the form of arranging voluntary Flight(s) alteration, change, cancellation, processing of the refunds of any kind with the Selected Carrier and/or processing of any other of Your requests regarding Your Booking are charged by Our additional handling fee as specified in the conditions of the [Kiwi.com](#) Ticket Fare and/or the Service Package selected or purchased by You in compliance with Art. 4 hereof, unless specified otherwise prior to Your ultimate purchase of the Additional Service (hereinafter referred to as the **“Handling Fee”**). The Handling Fee will be charged separately or will be set off against the refund of the Flight price and/or other refunds from the Selected Carrier(s) (see Art. 4.3.4 hereof). By concluding the Additional Service Agreement, You commit to provide Us, upon Our request, without undue delay considering the nature of Your request, but not later than within 48 hours, with all reasonable assistance (including disclosing specific information and presentment of documents in a specified form) needed for a prompt and effective performance of Our obligations under the respective Additional Service Agreement.
3. Please be informed that the Handling Fee stipulated herein does not apply in a case of Flight cancellation and/or a request for a refund made in relation to the provision of the [Kiwi.com](#) Guarantee. Please note that We do not guarantee that We will assist You in relation to the processing of Additional Services requested within the last 48 hours prior to the departure of Your first Flight in Your itinerary, or any time thereafter, as We may be unable to arrange the processing of Your request within this time period; the conditions of the respective [Kiwi.com](#) Ticket Fare as specified in Art. 4 hereof may set out the different specific rule regarding Our provision of Additional Services consisting in the voluntary cancellation of Flight itinerary and processing the related refund request or rebooking of Flights, that shall prevail over the provisions of this Article in case of any discrepancy.

4. Means of Distance Communication and Costs. We will not charge You any extra costs in addition to the Full Price for the use of means of distance communication that We use in order to communicate, negotiate and enter into the Service Agreement with You, i.e. there are no service charges for Our communication with You via the internet or over the telephone, unless You use the extra-charged priority telephone line after You have been acquainted in a comprehensible manner with the specific amount of the call costs charged in this respect in addition to standard rates of Your phone provider. The overall fees relating to all communications with Us are dependent on Your phone or internet provider; We are not liable for any costs incurred and We will not reimburse You for these costs. Given this, You should request the account holder's permission beforehand. Please note that phone calls between Us and You may be monitored, recorded and stored. For more information please refer to Our Privacy Policy.
5. Supervisory Authorities. The authorities that supervise Our business activities and to whom You can address complaints are the Czech Trade Inspection Authority [Česká obchodní inspekce], the competent Trade Licensing Office [živnostenský úřad], the Office for Personal Data Protection [Úřad na ochranu osobních údajů], the Office for the Protection of Competition [Úřad pro ochranu hospodářské soutěže]. In the EU it is possible to address Your complaints to the European Consumer Centre Czech Republic ([evropskyspotrebitel.cz/en/](https://evropskyspotrebitel.cz/en/)). If you are a US consumer, You may address Your complaint to the competent state authority of Your residence or citizenship, including to authorities supervising Us as a licensed Seller of Travel (see Art. 15.5 hereof).
6. Service Agreement and Contract of Carriage as two separate legal relationships. You should note that by the completion of the Booking, You enter into (i) the Service Agreement concluded with Us as a separated agreement from (ii) the Contract of Carriage for air, train, bus or other transportation to be concluded with the Selected Carrier(s) using Our intermediary Services in accordance with these Terms & Conditions. These two legal relationships are mutually independent, concluded with different parties, (i) You and Us on the one hand and (ii) You and the Selected Carrier on the other, and as such these relationships are regulated by different rules, terms and conditions and usually are governed by different legal orders. Please always be aware that We are not the provider of air, train, bus or other transportation services and Your contractual rights and obligations stemming from the Contract of Carriage must be performed in relation to the Selected Carrier(s). The circumstances under which You may withdraw from and/or amend the Service Agreement are explicitly stated in these Terms & Conditions (regarding the withdrawal right, please see Art. 13.2 hereof). Please note that the stipulation of Art. 2.15, regarding exemption from the right to withdraw from the contract within 14 days of its conclusion, in accordance with the applicable EU regulation, applies to the Service Agreement concluded between You and Us. In relation to the potential withdrawal from the Contract of Carriage concluded with the Selected Carrier, the terms & conditions of each of the respective Selected Carriers shall apply.
7. Proof of conclusion of the (Additional) Service Agreement. In accordance with the EU Directive (2000/31/EC) on eCommerce and its national transpositions, as applicable, please be informed that (i) the confirmation e-mail of Your Booking is the proof of the conclusion of the Service Agreement between You and Us; and (ii) the confirmation e-mail of the Additional Services ordered after the Booking is the proof of the conclusion of the Additional Service Agreement between You and Us.
8. Language of the Service Agreement. The Service Agreement is executed in the language selected by You, e.g. on Our Website, throughout the Booking. However please note that only the English version of the Terms & Conditions stated herein is legally binding. Translations have been provided purely for user convenience. In the event of any discrepancy between a translation and the English master of the Terms & Conditions stated herein, the English master shall prevail.
9. Technical Steps to enter into the (Additional) Service Agreement with Us / Data Correction. Our Website contains an interactive web interface through the use of which the Service Agreement

between You and Us is concluded by completing and sending Us the online order form and Our confirmation of the acceptance of Your online payments in accordance with Art. 1.2.1 hereof. Before sending the online order form, You are able to check, change and correct any data You have entered. The Service Agreement or the Additional Service Agreement may also be concluded via telephone communication between You and Us. The respective agreement shall be concluded on the basis of Your explicit and binding offer to conclude the Service Agreement or Additional Service Agreement addressed and communicated to Us via telephone. Terms of the respective agreement, including the terms of the respective Kiwi.com Ticket Fare (as specified in Art. 4 hereof) and/or the respective Service Package (as specified in Art. 4 hereof) chosen by You (if applicable) shall be specified and mutually approved before submitting Your binding offer. You shall be informed about the applicable terms of the respective agreement sufficiently in advance together with all information We are obliged to provide You with before its final conclusion or Your binding offer for its conclusion. The Service Agreement or the Additional Service Agreement negotiated via telephone is concluded by Our confirmation of Our acceptance of Your payment made in accordance with Art. 2.2 or Art. 3.1 hereof. The conclusion of the Service Agreement via telephone qualifies as Booking under these Terms & Conditions. Throughout the whole phone call, You are able to ask for confirmation of, change, and correct any data You have provided to Us for the purposes of the conclusion of the respective agreement.

10. Code of Conduct. Throughout the provision of Our Services, We always comply with all applicable laws and regulations and Our internal principles of customer satisfaction and rules for personal data protection. We choose not to make these internal rules and principles public.
11. Quoted Prices. The prices quoted on Our Website include the base fare to the Destination, the airport charges, fuel charges, VAT and fee for Our Services. All these components of the quoted price are displayed as a single Full Price. However, given the character of Our Services, Our prices cannot include any extra fees charged by the Selected Carrier, or any other third party in connection with the carriage to the Destination. (For more information please see Art. 3.1 hereof).
12. Territorial Limitations. There are no territorial limitations on the provision of Our Services unless stated otherwise explicitly. Please note that We do not provide Our Services in relation to the territory of the Republic of Cuba.
13. Service Agreement conclusion. By concluding the Service Agreement We undertake to perform Our obligations related to the provision of the Services under these Terms & Conditions and You undertake to pay Us the Full Price in accordance with Art. 3.1 hereof. By completing a Booking, You enter into the Service Agreement with Us. You also authorize Us to use Your personal details (especially Your first name and surname) for the purpose of the creation of a “virtual credit card”, which will be issued solely for the purposes of financial settlement with the Selected Carrier(s).
14. Change or cancellation of the Flight(s). We reserve the right to change or cancel any Flights and/or intermediary airport that We offered to You if a Selected Carrier’s offer changes; especially if the change concerns the features of the Flight tickets You have selected, namely when the price of Your selected Flight(s) increases between the moment We accept Your Booking and the moment We complete the reservation processing. If during the provision of Our Services, the conditions of carriage are changed by a Selected Carrier in the aforementioned manner, We will notify You accordingly in a reasonable manner and make every effort to offer You reasonable alternate carriage options and proceed in accordance with the provision of Art. 13.2 hereof.
15. Immediate Performance of the (Additional) Service Agreement and 14-Day No-Withdrawal Period. Given the character of Our Services, Additional Services and Service Packages, which We will start providing immediately after the conclusion of the respective agreement with You, i.e. before the expiration of the 14-day withdrawal period according to EU legislation, You shall not withdraw from the agreement on these services within a 14-day period after its conclusion, or at any time thereafter, even if You are a consumer resident of an EU member state to whom this right generally



applies. Your order of these services made via conclusion of the respective agreement between You and Us will be considered as Your request for and the explicit consent with the immediate provision of Our Services, Additional Services and Service Packages. This information is provided in accordance with Arts. 6.1 k) and 16 a) of the Directive 2011/83/EU. This provision of Art. 2.15 hereof does not affect the possibility of withdrawal from the Service Agreement under the conditions stipulated in Art. 13.2 hereof.

16. **Brokerage of the Contract of Carriage.** We are responsible primarily for brokering the Contract of Carriage between You and a Selected Carrier. By making a Booking, You instruct Us to broker a Contract of Carriage between You and a Selected Carrier. The content of any such Contract of Carriage will be determined by Your selection of the Destination and other Flight attributes on Our Website and the Selected Carrier's conditions of carriage; shall be some Flight attribute not specified entirely by your selection, You agree and authorize Us to broker the respective Contract of Carriage under Our discretion regarding those attributes considering the offers available to Us, including using the offers of the Selected Carriers not publically available and/or preferring the available offers with the lowest price as offered by the Selected Carrier while the scope of the related rights and level of the service may be limited to the most restrictive extent offered by the Selected Carrier, however, always complying with Your selection of the Flight attributes (e.g. we may book a lowest fare/class available). A brokered Contract of Carriage can be applied to the carriage of more than one person and/or a person(s) other than Yourself; however, the Contract of Carriage is always concluded between You (as the person making the Booking) and the Selected Carrier. The price for the carriage services provided under the Contract of Carriage brokered by Us with the Selected Carrier(s) is included in the Full Price (Art. 3.1 hereof) and if not specifically ordered during the Booking it does not cover any extra services provided by the Selected Carrier in connection with the carriage to the Destination. Subject to the limitations of Art. 2.15 and 13.2 hereof, We must broker the Contract of Carriage for You without undue delay after Our acceptance of the payment of the Full Price by You in accordance with Art. 1.2.1 hereof and for this purpose You are entitling Us, in this respect, to act on Your behalf with the Selected Carrier(s). On average We broker Contract(s) of Carriage within 30 minutes unless explicitly stated otherwise. Please note that the Service Agreement between You and Us and the Contract of Carriage between You and the Selected Carrier(s) are two separate agreements.
17. **Power of Attorney.** If the Service(s) and/or Additional Service(s) is/are only provided to You on the basis of a power of attorney, You, by entering into the respective Service Agreement or Additional Service Agreement with Us, appoint Us as Your attorney-in-fact and grant Us all such powers to represent You in the extent necessary for the provision of all Services (including the Optional Services) and/or Additional Services by Us. If a written power of attorney is required, You must undertake to provide it to Us upon Our request.
18. **Flight Ticket Delivery.** We will send You Our e-ticket(s) with the necessary information for each respective Flight purchased from the Selected Carrier to Your email box at the email address that You entered in the online order form during the Booking on Our Website. It is necessary that You enter Your email address in the correct and unabbreviated form. We are not liable for the faulty delivery or non-delivery of e-ticket(s) for a Flight, if caused by circumstances on Your part such as entering an incorrect email address or incorrect email settings. You must notify Us without undue delay of any changes to Your contact information that may affect Our ability to deliver the ordered Flight e-ticket(s) to You. Please be reminded that We do not deliver Flight e-ticket(s) in paper form; please print out the Flight e-ticket(s), boarding pass(es), visa(s), and a copy of Your passport and/or other travel documents required by the Selected Carrier(s) and/or relevant authorities and bring them with You to the airport, bus or train station or other departure location.
19. **Legal Capacity.** By conclusion of the Service Agreement or Additional Service Agreement, You express and represent to Us that You have the necessary legal capacity to enter into and be bound

by these Terms & Conditions and that You are familiar with the terms & conditions of each of the respective Selected Carriers; namely their terms regarding potential withdrawal from or termination of the Contract of Carriage, voluntary and involuntary cancellation and change of the Flight(s), and/or any other changes related to the Flight(s).

20. Our Service prerequisites. You hereby acknowledge and agree that as the necessary prerequisites of a due provision of Our Services, We may (i) fulfill the payment obligation(s) under the brokered Contract(s) of Carriage with the Selected Carrier(s) on Your behalf using Our mean(s) of payment (including “virtual credit cards” issued for Us or issued pursuant to Art. 2.13 hereof) and (ii) use Our contact details for the purposes of conclusion of the brokered Contract(s) of Carriage with the Selected Carrier(s) on Your behalf, which means that the communication between You and those Selected Carriers shall be intermediated by Us. By accepting these Terms & Conditions, You instruct Us to make these actions within the provision of Our Services, whenever it is reasonable for Our operations, based on Our sole discretion.

### **Article 3. Fees, Costs and Charges**

1. Full Price. The Full Price that is displayed on Our Website is the final price for the Flight ticket(s) and it includes the base fare to the Destination, the airport charges, fuel charges, VAT and price of Our Services (including the Kiwi.com Guarantee if purchased by You). Provided You add them during the Booking, Full Price includes also other fees, charges or payments for services related to Your carriage under the Contract of Carriage, which are provided by the Selected Carrier(s) and/or third parties, such as priority boarding, additional luggage, meal, etc. However, it does not include other fees, charges or payments for Our Additional Services (Handling Fees), tourist taxes, banking fees, visa fees, airport transfer fees etc. You must pay the Full Price with a payment card or by another online payment method offered on Our Website by entering the required data in the relevant online form. Until We receive the payment of the Full Price from You and confirm its acceptance to You, We are not obliged to commence the provision of any Service(s). You explicitly agree and authorize Us to use the payment details You provide to Us for the purposes of Your payment under these Terms & Conditions for the execution of the payment(s) of the base fares of Flight(s) tickets and prices of other carriage-related services included in Your Booking directly to the particular Selected Carrier(s) or service provider(s). Please note that based on Your choice of the payment method by specific type of the payment card, We may charge You with additional payment surcharge; You will be always notified about this specific surcharge and its amount before the Your final confirmation of the payment and You will be provided with option to select a different, free-of-charge payment method.
2. Price change. Please note that in case the price of the Flight ticket(s) changes any time after You make Your Booking with Us, namely when the price becomes lower, We are not obligated to provide You with any kind of a refund, because We booked Your Flight(s) and processed the respective payment(s) for the price valid at the time of Your Booking and We are unable to make any further changes in this regard.
3. Set-off. In case any remedy is provided to You due to the application of the [Kiwi.com](#) Guarantee, You hereby assign Us, as a prerequisite for processing Your application for the [Kiwi.com](#) Guarantee, any refunds which shall be provided by the respective Selected Carrier(s) to Our account. These collected refunds shall be used to reimburse Us for the remedies provided to You under the [Kiwi.com](#) Guarantee in relation to the Flight Disruption(s).

### **Article 4. Kiwi.com Ticket Fares and Service Packages – customized terms and conditions of the provision of Our Customer Support Services and Additional Services**

As We believe that You are the one who should decide what level of Our Customer Support Services You are about to utilize, under what conditions You will be catered for by Our Additional Services and ultimately for which of Our services You are willing to pay extra, We offer You several options to

influence the scope and conditions of the provision of Our Customer Support Services and Additional Services, and ultimately the total price of Your Booking, by choosing any of Our [Kiwi.com](#) Ticket Fares and/or purchasing one of Our Service Packages. You have, therefore, an effective way to reflect Your potential needs for Booking flexibility and its supplementation with travel-related services, its changes or its cancellation using Our Additional Services, to assess Your need of the priority treatment by Our customer service department or, basically, Your available budget. We highly recommend You getting well acquainted in advance with the conditions and limitations of the offered [Kiwi.com](#) Ticket Fares and Service Packages as specified in this Article and as will be clearly communicated to You prior to the selection/purchase of any of them, in order to make a choice best fitting Your needs.

1. [Kiwi.com](#) Ticket Fares and their selection. As the prerequisite of the completion of the Booking and the execution of the Service Agreement between You and Us, You shall be offered within Booking procedure to select one of the [Kiwi.com](#) Ticket Fares offered by Us. Each [Kiwi.com](#) Ticket Fare represents the specific set of binding terms and conditions under which we shall provide You with (i) Customer Support Services; (ii) Additional Services consisting in Our brokerage of voluntary Flight cancellations and processing of the related refunds and Our brokerage of voluntary Flight changes/rebookings (hereinafter the “**Specific Additional Services**”) (iii) Additional Services consisting in processing of refund requests due to a Flight cancellation made by a Selected Carrier (if offered by Us), (iv) other Additional Services (hereinafter the “**Standard Additional Services**”). For the Additional Services under the Letter (iii) above, We shall charge You with the flat Handling Fee in the amount of €30 (thirty euro) per passenger, regardless the [Kiwi.com](#) Ticket Fare selected by You, unless we will agree otherwise. Please note that:

1. the different consideration for the selected [Kiwi.com](#) Ticket Fare will be included in the fee for Our Services as part of the Full Price as will be clearly expressed to You prior to Your ultimate selection of the [Kiwi.com](#) Ticket Fare.
2. by the selection of the [Kiwi.com](#) Ticket Fare our mutual rights and obligations under the Service Agreement are not affected in any way.
3. by the selection of the [Kiwi.com](#) Ticket Fare our mutual rights and obligations under Art. 5 and 6 hereof in relation to the provision the Optional Services, including [Kiwi.com](#) Guarantee, are not affected in any way.
4. You are not able to change Your selection of the [Kiwi.com](#) Ticket Fare after You complete Your Booking; however, You may purchase the Service Package with more favorable terms and conditions regarding Our Customer Support Services or Standard Additional Services; please always take into consideration that We may not be able to provide You with Standard Additional Services upon Your request made less than 48 hours prior to the departure of Your first Flight in Your itinerary (see Art. 2.3 hereof).
5. the terms and conditions of Our provisions of Specific Additional Services are unchangeable after the completion of Your Booking and there is no possibility to diverge from them.
6. We reserve the right to provide You (under Our sole discretion) only to Your benefit with more favorable terms and conditions of Our provisions of Specific Additional Services than outlined herein and You will be acquainted with such beneficial terms and conditions during the Booking procedure or at any time afterwards.
7. We reserve the right not to provide You with offer of the [Kiwi.com](#) Ticket Fares within the Booking procedure and in such case (i) We will provide You with the level of the Customer Support Service equal to one provided under the [Kiwi.com](#) Saver Ticket Fare (see Art. 4.2 hereof), unless You purchase any Service Package offered to You (see Art. 4.5 hereof) within the Booking procedure; (ii) the conditions of Our provisions of Additional Services (including a respective Handling Fee, otherwise the general Handling Fee in the amount of €30 [thirty euro] shall apply) will be disclosed to You upon Your specific request in advance; (iii) We shall commence with a provision of any of Our Additional Services only on the basis of Your

subsequent explicit consent/order. Please be aware that the specific provisions of Art. 4.2, 4.3 and 4.4 hereof shall not apply in such cases and the general provisions of these Terms & Conditions (e.g. see Art. 2.2, 2.3 hereof) including the exemption from a provision of any Additional Services within the last 48 hours prior to the departure of Your first Flight in Your itinerary (see Art. 2.3 hereof) shall apply instead.

2. [Kiwi.com](#) Ticket Fares – specific terms and conditions. You may choose one of the following [Kiwi.com](#) Ticket Fares:

<b>Kiwi.com Ticket Fares:</b>	<b>Saver</b>	<b>Standard</b>	<b>Flexi</b>
The Service Package included (see below)	NONE	PLUS SERVICES	PREMIUM SERVICES
Handling Fee for Standard Additional Services	€30 (thirty Euros) per every request for any Standard Additional Service per Booking	€10 (ten Euros) per every request for any Standard Additional Service per Booking	NO HANDLING FEE
Customer Support Service – telephone support channel availability (see Art. 1.2.13 hereof)	BASIC	EXTENDED	EXTENDED
Customer Support Service - caller priority (see Art. 1.2.13 hereof)	Low	Medium	High
Customer Support Service – email	NO	YES	YES

support channel availability			
Specific Additional Services – voluntary cancellation and refund processing – the Guaranteed amount of the refund	if the Booking value of the original (cancelled) Booking equals or exceeds €20 ( equivalent amount in selected currency), We will pay You <b>€10</b> (ten Euros) or equivalent amount in selected currency per Booking as the Guaranteed amount of the Refund; otherwise NO Guaranteed amount of the refund will be provided.	if the Booking value of the original (cancelled) Booking equals or exceeds €20 ( equivalent amount in selected currency), We will pay You <b>€10</b> (ten Euros) or equivalent amount in selected currency per Booking as the Guaranteed amount of the Refund; otherwise NO Guaranteed amount of the refund will be provided.	We will pay You 90% of the Booking value of the original (cancelled) Booking as the Guaranteed amount of the Refund
Specific Additional Services – voluntary cancellation and refund processing – Handling Fee	if the Booking value of the original (cancelled) Booking equals or exceeds €20 (equivalent amount in selected currency), a Handling Fee due to us amounts to <b>100% of the Booking value</b> of the original (cancelled) Booking <b>reduced by €10</b> (equivalent amount in selected currency); otherwise the Handling Fee amounts to <b>100% of the Booking value</b> of the original (cancelled) Booking.	if the Booking value of the original (cancelled) Booking equals or exceeds €20 (equivalent amount in selected currency), a Handling Fee due to us amounts to <b>100% of the Booking value</b> of the original (cancelled) Booking <b>reduced by €10</b> (equivalent amount in selected currency); otherwise the Handling Fee amounts to <b>100% of the Booking value</b> of the original (cancelled) Booking.	Handling Fee due to us amounts to 10% of the Booking value of the original (cancelled) Booking
Specific Additional Services – flight	treated like Your request for cancellation of the original	treated like Your request for cancellation of the original	treated like Your request for cancellation of the original



changes (rebooking)	Booking/Flight(s) under the conditions of this Kiwi.com Saver Ticket Fare and the purchase of the new Booking/Flight(s) using Our Services, when the Guaranteed amount of the refund for the original (rebooked) Booking/Flight(s) shall be immediately deducted from (set off against) the Full Price of the new Booking/Flight(s).	Booking/Flight(s) without charging any Handling Fee and the purchase of the new Booking/Flight(s) using Our Services, when (as the Guaranteed amount of the refund) 100% of the Booking value of the original (rebooked) Booking/Flight(s) shall be immediately deducted from (set off against) the Full Price of the new Booking/Flight(s).	Booking/Flight(s) without charging any Handling Fee and the purchase of the new Booking/Flight(s) using Our Services, when (as the Guaranteed amount of the refund) 100% of the Booking value of the original (rebooked) Booking/Flight(s) shall be immediately deducted from (set off against) the Full Price of the new Booking/Flight(s).
Specific Additional Services – flight changes (rebooking) – Your payment obligations	if the Booking value of the original (rebooked) Booking/Flight(s) equals or exceeds €20 (equivalent amount in selected currency), You shall pay the <b>Full Price of the new Booking/Flight(s) reduced by €10</b> ; otherwise You shall pay the <b>Full Price of the new Booking/Flight(s) without any reduction</b> .	You shall pay the Full Price of the new Booking/Flight(s) reduced by 100% of the Booking value of the original (rebooked) Booking/Flight(s).	You shall pay the Full Price of the new Booking/Flight(s) reduced by 100% of the Booking value of the original (rebooked) Booking/Flight(s).

3. [Kiwi.com](#) Ticket Fares – general terms and conditions. Please note that:

1. the provision of Additional Services is subject to the general provisions of these Terms & Conditions (e.g. see Art. 2.2, 2.3 hereof); in case of any discrepancy between them and the specific provision of this Article, the specific provision shall prevail.
2. within the provision of Specific Additional Services – voluntary cancellation and refund processing – regardless of the amount You will be actually refunded by the Selected Carrier(s), as the outcome of Our Specific Additional Services – voluntary cancellation and refund processing – We guarantee You the specified Guaranteed amount of the refund, that shall be paid to You by Us in advance, without undue delay upon Our acceptance of Your request for cancellation.

3. within the provision of Specific Additional Services – voluntary cancellation and refund processing and/or with Specific Additional Services – flight changes (rebooking) – We are exclusively entitled and authorized to make, under Our sole discretion, any reasonable step to collect (also with cooperation with a third party) the refund from the respective Selected Carrier(s) including the refund for any part of the fare (including airport taxes, local taxes and surcharges constituting the part of such fare) for the unused specific Flight(s) non-cancellable and non-changeable under the terms and conditions of the respective Selected Carrier(s). Refunds collected from Selected Carrier(s) will be used as (set off against) Our reimbursement for the Guaranteed amount of the refund provided to You.
  4. the amount of the Handling Fee for the Specific Additional Services – voluntary cancellation and refund processing – shall be charged after the completion of Our collection of the refunds from the respective Selected Carrier(s); Refunds collected from Selected Carrier(s) exceeding the Guaranteed amount of the refund provided to You will be further used as a settlement of (set off against) Our Handling Fee. If the Handling Fee is not fully covered We hereby waive the remaining part of the Handling Fee. We guarantee that You will not be obliged to pay Us subsequently any part of Handling Fee or to return Us any part of the paid Guaranteed amount of the refund.
  5. within the provision of Specific Additional Services – flight changes (rebooking) – if the Guaranteed amount of the refund for the original (rebooked) Booking/Flight(s) to be deducted from (set off against) the Full Price of new Booking/Flight(s) exceeds the Full Price of new Booking/Flight(s), We shall not refund You the difference.
  6. the Booking value We refer to as to the base for calculation of the Guaranteed amount of the refund and the amount of Handling Fee for Specific Additional Services represents the base fares of Flight(s) tickets and any carriage-related services contained in the cancelled/rebooked Booking/Flight(s) including the airport charges, fuel charges and VAT; any of Our fees for Our Services, Handling Fees or prices of Service packages are entirely non-refundable.
4. [Kivi.com](#) Ticket Fare – Exemptions and limitations. Please be informed that
1. We may not provide You with Specific Additional Services – voluntary cancellation and refund processing and/or with Specific Additional Services – flight changes (rebooking) – upon Your request (i) received by Us less than 48 hours prior to the departure of Your first (outbound) Flight in Your itinerary; or (ii) in cases that Your Booking (any Flight included), is affected by Flight delays, change or cancellation caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken. Such circumstances may, in particular, occur in cases of political instability, meteorological conditions incompatible with the operation of the flight concerned, security risks, unexpected transport safety shortcomings and strikes that affect the operation of an operating air carrier, significant limitation of airport(s), bus and train station(s) and/or other transition places operation, as well as bankruptcy, and/or insolvency or termination of 50% or more of all flights of the Selected Carrier or any other effect which significantly limits or disables the Selected or operating Carrier to provide its services. Please note that in these cases We will make Our best effort to recommend You an alternate transportation for You in order to eliminate inconveniences that You may incur in relation to this matter.
  2. the terms and conditions of the provision of Specific Additional Services – voluntary cancellation and refund processing – under the [Kivi.com](#) Ticket Fares are applicable for the cancellation of the whole Booking only; We shall not provide You with these Specific Additional Services in case of requested partial cancellation of Your Booking (regarding only some Flights or passengers included) or if the Booking is voluntarily cancellable with the respective Selected Carrier(s) only in its part.

3. We shall provide You with the Specific Additional Services – flight changes (rebooking) – under the terms and conditions of respective [Kiwicom](#) Ticket Fare only for the requested rebooking of the whole Booking or any Flight(s) contained in the Booking, provided that a requested change of any Flight(s) will not detrimentally affect the usability of any other Flight(s) contained in Your Booking (under Our sole discretion based on reasonable consideration, including, but not limited to, minimum connection times in the respective transfer destinations of Your Flight itinerary) and We shall not provide You with Specific Additional Services – flight changes (rebooking) – regarding only some passengers included in the Booking).
4. the terms and conditions of the provision of Specific Additional Services – flight changes (rebooking) – under the [Kiwicom](#) Standard or [Kiwicom](#) Flexi Ticket Fares are applicable for Your first rebooking request regarding every Flight of Your Booking. We will process Your second and any following request for rebooking of any Flight of Your Booking or any following request for Specific Additional Services – voluntary cancellation and refund processing regarding Your Booking under the conditions of [Kiwicom](#) Saver Ticket Fare.
5. the terms and conditions of the provision of Specific Additional Services – voluntary cancellation and refund processing – under any of [Kiwicom](#) Ticket Fares are not applicable for refunds and the alternate transportation offers provided by Us under the [Kiwicom](#) Guarantee.
6. Our offer for the provision of Specific Additional Services under the terms and conditions of any of the [Kiwicom](#) Ticket Fares is made with an assumption of You acting in good faith. Should We, under Our sole discretion, have a suspicion that You have selected the specific [Kiwicom](#) Ticket Fare and/or You have requested the Specific Additional Service and/or You have acted subsequently in bad faith, We may suspend any of Our payments or settlements of Your claim for the Guaranteed amount of the refund for the necessary period of time and We may investigate the issue; if We conclude on the basis of Our investigation that the suspicion was justified with reasonable certainty, We may retain or claim the amount of the already provided Guaranteed amount of the refund as the additional Handling Fee without Your right for any compensation, reimbursement or refund. You shall be deemed to act in bad faith especially when:
  1. You, selecting [Kiwicom](#) Standard or [Kiwicom](#) Flexi Ticket Fare, make more than three Bookings with overlapping Flight itineraries with initial intention to use only one or none of them and cancel the remaining Bookings
  2. You (also in collaboration with third parties) make Bookings and subsequently request the provision of Specific Additional Services with the initial intention to financially harm Us or with the sole intention of gaining a financial profit
  3. You utilize the Flight(s) You requested to be cancelled by Us within provision of Our Specific Additional Services and You were paid the Guaranteed amount of the refund for
  4. You cancel any of Your Flight(s) and request or collect the corresponding refunds from Selected Carrier(s) on your own behalf while You also request Us for the provision of Our Specific Additional Services and You are provided with the Guaranteed amount of the refund by Us.
5. Service Packages and their purchase. We offer You the option to get more favorable terms and conditions of Our provision of Customer Support Services and Standard Additional Services (however, not of the Specific Additional Services) by purchasing one of two offered Service Packages. As far as the [Kiwicom](#) Standard Ticket Fare and [Kiwicom](#) Flexi Ticket Fare already contain the respective Service Packages (see Art. 4.2 hereof), within the Booking procedure, You will be offered separately by both Service Packages only if You select the [Kiwicom](#) Saver Ticket

Fare. Within the Booking procedure, You will also be offered by the upgrade to highest Premium Services Package if You select the [Kiwi.com](https://www.kiwi.com) Standard Ticket Fare. However, post-booking, You may always purchase for Your active Booking the respective higher-level Service Package via the section of Our Website where You can manage Your Booking(s) or contacting Us using Our Customer Support Services. We may, under Our sole discretion, offer You, while You are requesting Us for the provision of Standard Additional Services, the specific Service Package if We consider it to be ultimately a more favorable solution regarding Your request, however We are not obliged to do so and We bear no liability for Your decision about (non-)purchasing the specific Service Package. Please note that:

1. Service Packages are effective subject to Your timely payment of their price, which will be clearly expressed to You prior to the completion of Your ultimate purchase.
  2. by purchasing any Service Package Our mutual rights and obligations under the Service Agreement are not affected in any way.
  3. by purchasing any Service Package Our mutual rights and obligations under Art. 5 and 6 hereof in relation to the provision of the Optional Services, including [Kiwi.com](https://www.kiwi.com) Guarantee, are not affected in any way.
6. Service Packages – specific terms and conditions. You may purchase any of the following Service Packages (Plus Services Package and Premium Services Package):

<b>Default Services/Service Packages:</b>	<b>Basic Services (default)</b>	<b>Plus Services Package</b>	<b>Premium Services Package</b>
Handling Fee for Standard Additional Services	€30 (thirty Euros) per every request for any Standard Additional Service per Booking	€10 (ten Euros) per every request for any Standard Additional Service per Booking	NO HANDLING FEE
Customer Support Service – telephone support channel availability (see Art. 1.2.13 hereof)	BASIC	EXTENDED	EXTENDED
Customer Support Service - caller priority (see Art. 1.2.13 hereof)	Low	Medium	High
Customer Support Service – e-mail support channel availability	NO	YES	YES

7. Service Packages - general terms and conditions. Please note that the provision of Additional Services is subject to the general provisions of this Terms & Conditions (e.g. see Art. 2.2, 2.3

hereof); in case of any discrepancy between them and the specific provision of this Article, the specific provision shall prevail.

8. No-show refund processing. Providing You have not utilized any of Your non-cancelled Flight booked with Us and this case does not fall under [Kiwi.com](#) Guarantee under Art. 5 and 6 hereof, You hereby authorize and instruct Us to request and collect on Your behalf any refund for the specific Flight(s) (including the refund for certain airport taxes, local taxes and surcharges constituting the part of such fare) from the respective Selected Carrier(s) (hereinafter the “No-show refunds”), but not earlier than fifteen days as of the scheduled departure of the (outbound part of the) first respective Flight (unless You have explicitly requested earlier processing). You hereby agree that We shall charge You for the processing of these No-show refunds with the special processing fee amounting to €59 (fifty nine Euros) for every Flight that shall be exclusively set off against the amount actually collected No-show refund; if the special processing fee exceeds the total amount of the No-show refund collected by Us, We shall waive the part of this fee in the amount of the difference and the ultimate amount of the fee never exceeds the actually collected amount of the No-show refund. Please note that You are entitled to contact the respective Selected Carrier(s) first and seek these No-show refunds without Our assistance and We shall consequently lose Our aforementioned authorization.

#### **Article 5. Kiwi.com Guarantee Optional Services – Flight Disruptions**

A key part of Our Service is to provide You with tailored Flight itineraries with low risk of missed Flight Connections and related disruptions to Your travel plans. As an additional safeguard, We may provide You with the offer of Our paid extended guarantee for the usability of the Flight itinerary brokered by Us within Our Services in case Your booking is affected by a Flight Disruption (inclusive of any other means of transportation), in the form of Our exclusive and unique assistant services (in accordance with the terms outlined further below in this Art. 5), called the [Kiwi.com](#) Guarantee (hereinafter the “[Kiwi.com](#) Guarantee”). [Kiwi.com](#) Guarantee is provided as an integral part of Our Services pursuant to the Service Agreement (or to the Addendum to the Service Agreement if [Kiwi.com](#) Guarantee is purchased after the Booking is made).

Please note that even in case You will not purchase [Kiwi.com](#) Guarantee, in line with Our communication during the Booking procedure, if necessary, We are prepared to provide You with free assistance in the situation of the Flight Disruption affecting Your Flight itinerary not consisting of a single Flight or of multiple Flight Connections issued as the single e-ticket by the Selected Carrier, provided that this Flight Disruption was not announced to You by the respective Selected Carrier or Us more than 1 hour prior to the departure of the first concerned Flight affected by the Flight Disruption, when the rule of Art. 5.1 b), Point 1 hereof (offer of alternate transportation) will be applied analogically (hereinafter the “Transfer Protection”). The terms as specified in Art. 5.2, 5.3, 5.5, and Art. 6 hereof shall apply accordingly in case You opt in for any remedy under the Transfer Protection offered by Us. The Transfer Protection services, if applicable, constitute the part of Our Services, provided under the Service Agreement. Any reference to the [Kiwi.com](#) Guarantee in other provisions of these Terms & Conditions shall be deemed the reference also to the Transfer Protection, if appropriate.

The aim and scope of Our [Kiwi.com](#) Guarantee is to ensure that You either get to Your final Destination, or You are provided with the [Kiwi.com](#) Credit usable for Your future Bookings with Us, allowing You to accommodate Your present or future travel preferences at Your will, or a monetary refund (under the terms of this Art. 5). For this purpose, We undertake to You that in situations of the Flight Disruption, We shall upon activation of [Kiwi.com](#) Guarantee, offer You reasonable alternate Flight(s) or other means of transportation to Your Destination, or a refund in the monetary form (under the terms of this Art. 5) or in the form of [Kiwi.com](#) Credit enabling You to purchase our Services and Additional Services up to the



value of Your earned and unexpired or unused [Kiwi.com](#) Credit in the future regardless of whether You use them for Your travel to the original final Destination or for any future travel booked with Us. By virtue of the terms and conditions stated herein We may provide You with a guaranteed solution to the covered events (as further specified herein) which may negatively impact Your journey to Your Destination.

However, please note that the [Kiwi.com](#) Guarantee may only apply in cases when Your Flight(s) is/are affected by the Flight Disruption due to factors which can occur in the standard course of transportation. Given this the [Kiwi.com](#) Guarantee can be applied with limited effect in situations of the impact of force majeure (see Art. 6.3). Furthermore, the [Kiwi.com](#) Guarantee cannot be applied to cases where You make any changes to the Flight schedule(s) without Our previous approval or not through Our customer service department.

Provided that You have purchased [Kiwi.com](#) Guarantee and paid the respective consideration for it, the following terms shall apply:

1. [Kiwi.com](#) Guarantee. In particular, the [Kiwi.com](#) Guarantee may only apply in case of covered events, which are split into two categories, based on severity:

#### **Scenario A (More than 48 hours before departure)**

More than 48 hours before departure – [Kiwi.com](#) Guarantee stipulated in this Art. 5.1 a) applies only to a Flight Disruption announced by the respective Selected Carrier more than 48 hours prior to departure of the first concerned Flight affected by the Flight Disruption (hereinafter “Scenario A”).

Under Scenario A, if You are informed about a Flight Disruption, You must inform Us of such a Flight Disruption without undue delay by telephone or e-mail available depending on Your level of Customer Support

Services You have chosen/purchased within the respective [Kiwi.com](#) Ticket Fare and or Service Package . Should You fail to inform Us about such Flight Disruption without undue delay, You will not be entitled to the [Kiwi.com](#) Guarantee. If We are informed first about the Flight Disruption according to Scenario A, We will contact You within a reasonable time after We learn about such Flight Disruption.

In either case, after We have been informed about the Flight Disruption according to Scenario A, We will at all times under a qualified event offer You the following solutions (as available), from which you may select one solely at Your discretion:

1. **We will search for alternate transportation to Your Destination.** Should We find an alternate of the price not exceeding the price You paid for all the unused Flight(s), We may offer You (an) alternate Flight(s) or other means of transportation to Your Destination at no additional cost to You. We may also offer You the alternate of the price exceeding the price You paid for all the unused Flight(s) when the difference between the price of the offered alternate and the price of unused Flights must be paid by You, if selected. In case We are unable to provide You with the offered alternate Flight(s) or other means of transportation for You online, upon Our confirmation, You may purchase ticket(s) for alternate transportation to Your original final destination, as agreed upon by Us and You, at the airport or other place of transition and, at Our discretion, We may refund You the pre-agreed price of such ticket(s) up to the price You paid for all the unused Flight(s) under the conditions given in Art. 6. hereof. Please note that You are always obliged to contact Us and obtain Our confirmation before purchasing ticket(s) for the alternate transportation on Your own, otherwise You will not be entitled to the refund of its price hereunder. Please note that any

extra services or further upgrades to the agreed-upon alternate ticket(s) will not be covered by Us.

2. We will offer You the **Kiwi.com** Credit of the value corresponding at least to the price You paid for all the unused Flights of Your itinerary.

If You decide not to use any above-mentioned options offered to You under the **Kiwi.com** Guarantee, We may offer You (as the alternative to the **Kiwi.com** Guarantee) the provision of the Additional Services consisting in processing the cancellation of all the unused Flight(s) included in Your itinerary and refund requests for prices of these Flights with the Selected Carrier(s) due to the Flight Disruption - see Art. 4.1, Letter (iii) hereof. Please note that the specific terms of the **Kiwi.com** Ticket Fares shall not apply in this case.

You are obliged to reply to Us promptly after receiving Our offered solution(s) under the **Kiwi.com** Guarantee, but in all cases within the reasonable time before the time of the scheduled departure of the first Flight of Your itinerary. Please note that Our offer may be changed due to the availability of the offered solutions. After the time of the scheduled departure of the first Flight of Your itinerary, if not accepted by You, this offer is null and void, thus You will not be entitled to the **Kiwi.com** Guarantee in this matter.

#### Scenario B (Less than 48 hours before departure or with itinerary in progress)

Less than 48 hours before departure or itinerary in progress - The **Kiwi.com** Guarantee stipulated in this Art. 5.1 b) applies only to a Flight Disruption announced by the respective Carrier less than/equal to 48 hours prior to the departure and/or after departure of the first concerned Flight, affected by the Flight Disruption (hereinafter referred as "Scenario B"). In this case, if You are informed about a Flight Disruption under Scenario B, You are obliged to inform Us of such a Flight Disruption without undue delay either by telephone or via the specific dedicated communication channel - online chat as available on the section of Our Website where You can manage Your Booking(s). Should You fail to inform Us about such a Flight Disruption without undue delay, You will not be entitled to the **Kiwi.com** Guarantee. If We are informed first about the Flight Disruption under Scenario B, We will contact You within a reasonable time after We learn about it.

After We have been informed about the Flight Disruption under Scenario B, You may choose one of the following solutions (as available) at Your discretion:

1. We will search for alternate transportation to Your Destination and should We find a reasonable alternate We may offer You (an) alternate Flight(s) or other means of transportation to Your Destination at no additional cost to You. In case We are unable to buy the offered alternate Flight(s) or other means of transportation for You online, upon Our confirmation, You may purchase ticket(s) for alternate transportation to Your original final Destination, if agreed upon by Us and You, at the airport or train station and, at Our discretion, We may refund You the pre-agreed price of such ticket(s) under the conditions in Art 6. hereof. In case We are unable to find (a) reasonable alternate Flight(s) or other means of transportation due to a disproportionate price difference between the potential alternate transportation and the original price for the unused Flights, We may agree with You on Our proportional contribution to the costs associated with the mutually agreed alternate transportation. This option will be determined and agreed upon on a case-by-case basis. Please note that You are always obliged to contact Us and obtain Our confirmation before purchasing ticket(s) for the alternate transportation on Your own, otherwise You will not be entitled to the refund of its price hereunder. Please

note that any extra services or upgrades to the agreed-upon alternate ticket(s) will not be covered by Us.

2. We may offer You the [Kiwicom](#) Credit of the value corresponding at least to the price You paid for all the unused Flights of Your itinerary.
3. We may refund You the price You paid for all the unused Flights under the conditions specified herein.

You are obliged to reply to Us about Your choice promptly after receiving Our information about the offered solution, but in all cases up to 24 hours after the time of the scheduled departure of the first Flight of Your itinerary. Please note that Our offer may be changed due to the availability of the offered solutions. After the lapse of these 24 hours or any shorter term for replies the offer expires and You are no longer entitled to the [Kiwicom](#) Guarantee in this matter.

2. Multi-city routes. Should there be a Flight Disruption of the Flight(s) to Your interim destination, this interim destination will be considered as the final Destination and the [Kiwicom](#) Guarantee rules provided herein will apply adequately. Please note, however, that with regard to the character of the Multi-city route itineraries and the fact that a Flight Disruption of any of the Flight(s) in Your itinerary can affect any of the previous or the following Flight(s), including those to the other interim destination(s), We are unable to guarantee the time schedule and presence in (each of) Your interim destination(s). Please contact Us without undue delay once You are informed about any Flight Disruption(s) in order to resolve this situation with Our customer service department. We will make Our best efforts to find and offer to You a solution which will be suitable to Your preferences, yet, please note that the options are limited as to the possible reasonable alternates available due to the character of Multi-city route itineraries.
3. Communication and notices. In the absence of any evidence of earlier receipt, any of Our notices or other communication sent or otherwise communicated to You is deemed to be given on the date and at the time of transmission of the notice with confirmation of uninterrupted transmission, if the notice is delivered using a method of distant communication, or on the day and at the time on which the return confirmation was wrongfully refused, but in any case no later than after the lapse of 24 hours after the notice is sent by Us using e-mail, telephone text message (SMS) or any other method of distant communication to the email address or telephone number or other communication channel that You stated within the Booking or otherwise communicated earlier to Us. For the avoidance of doubt, please note that any of Our notices is deemed to be given and delivered to You after the lapse of 24 hours of sending Our first notice regarding the matter to Your email, mobile phone or other communication channel. In case You do not reply to Us in reaction to such a notice in accordance with Art. 5.1 a) and/or 5.1 b) hereof be aware that Your claim to the [Kiwicom](#) Guarantee is no longer valid.
4. Special Optional Services. The services specified below in Art. 5.4.1, 5.4.2 and 5.4.3 hereof may apply when Scenario B stipulated in Art. 5.1 Letter b) hereof occurs within Our [Kiwicom](#) Guarantee, or We include such services while providing You with (an) alternate Flight(s) as an offered solution within Scenario A stipulated in Art. 5.1 Letter a) hereof, or in other cases when We choose to provide You with these services. These services can be activated by Our customer service department when You contact them due to a Flight Disruption and You have no legitimate claim for the provision of these Special Optional services as any of these services are solely at Our discretion and need to be pre-agreed once You contact Our customer service department. Please note that in the case of activation of these Special Optional services You will need to cover the expenses for utilization of these Special Optional services and provide Us with a receipt(s) proving Your expenses. We will reimburse Your costs on the basis of such receipts up to the amount specified below.

1. Overnight Accommodation - This option may become available to You if Your Flight has been delayed or cancelled at short notice leaving You stranded at the airport or train station for the night and Your alternate Flight connects after midnight (12am) and You would need to stay at the airport or train station for more than 8 hours. The accommodation can also be provided by Us to You if (i) You have accepted a change offered by Us for a flight departing the next day and (ii) You have accepted Our offer to book a hotel room on Your behalf at Our expense.
2. Alternate Transport – Should We be unable to book You a Flight Connection because a) all reasonable Flight(s) are sold out and/or b) no such journey exists for the day in question, We may look at other airports or train stations in the area for alternate Flight options. Should this occur, and under the condition that all costs are pre-agreed through Our customer services department, We may contribute towards Your cost of the chosen method of transportation for the transfer between airports and/or train stations. This may include: train, coach or taxi and will include all passengers booked on Your itinerary through Us. The maximum limit for this alternate transport will be €100 (one hundred Euros), inclusive of all passengers.
3. Meal & Beverage Compensation - Should Your Flight Connection be delayed by more than 4 hours, We are willing to cover the cost of refreshments up to a total of €10 (ten Euros) per passenger booked on Your itinerary through Us.

Should You be offered any of the aforementioned alternates by the Selected Carrier, We are absolved of all responsibility to further compensate and/or reimburse You.

5. Alternate Flight(s) minimum booking processing time. Please note that in cases where We book (an) alternate Flight(s) as a solution provided within the [Kiwi.com](#) Guarantee We are able to arrange the bookings with the respective carriers within the minimum required time for booking processing of these Flight(s) equal to 8 hours. Should You be provided from Our side with the option to choose alternate Flight(s), please be informed that We will make Our best efforts to arrange these bookings within the shortest reasonable time: however, We are not able to guarantee You booking of the alternate Flight(s) departing sooner than 8 hours after Your initial contact with Our customer service or Your entry to the section of Our Website where You can manage Your Booking(s) in order to select Your alternate Flight(s) option.

## **Article 6. Kiwi.com Guarantee Optional Services – Refunds, Exceptions, Limitations, Claim Assignment and Recovery, Enforcement Services**

1. [Kiwi.com](#) Guarantee Remedy Policy. We guarantee to provide You with any [Kiwi.com](#) Guarantee solution under the conditions of Art. 5 hereof in order to assist You in Your situation within the [Kiwi.com](#) Guarantee service, subject to meeting the following conditions:
  1. The purchased Flight tickets must be for a Flight offered to You by Us. If You make any changes to the schedule of the flying route booked through Us without Our assistance directly with the Selected or operating Carrier without Our previous approval and You encounter problems, the [Kiwi.com](#) Guarantee is null and void, and thus You will not be entitled to any remedy from Us;
  2. We must receive Your request for a refund of or a partial contribution to the price of alternate transportation purchased by You on Your own upon Our confirmation, in compliance with this Art. 5, within 14 days of the date when You were supposed to arrive at Your Destination according to the original Flight schedule;
  3. Along with the request for a refund, You must submit to Us an unequivocal and intelligible copy of the receipt of payment for the alternate Flight or other means of transportation and the ticket for the alternate Flight(s) or other means of transportation and at least one of

these documents must contain intelligible Flight data (specifically the date and time of the Flight(s) and the place of departure and arrival) or data related to other means of transportation, price information and the passenger's name;

4. Should You decide to opt for the reimbursement in [Kiwi.com](#) Credit or for the monetary refund, We will reimburse You at least the amount of the full or partial price which was originally paid for Your journey in the respective form under the conditions stipulated herein. In this case, if Your journey consists of more than one leg, and You have already used certain Flight(s), We will reimburse You the amount of the original price of the unused Flight(s). The eventual refund of the original purchase price paid for the respective Flight(s) obtained from the Selected Carrier(s) will be used and consumed by Us against the expenses spent on the selected option in relation to the provision of Our [Kiwi.com](#) Guarantee to You.
2. [Kiwi.com](#) Guarantee – Exceptions. If You, after entering into the Service Agreement with Us:
  1. make any changes to the schedule of the purchased Flight(s) other than through Us; or
  2. make any changes within the contact details with any one of the Selected Carrier(s) in relation to Your Booking; or
  3. make any changes to Your No Checked Baggage Itinerary, in particular You add baggage to Your itinerary or make any other changes to Your Flight(s); Our offer of the [Kiwi.com](#) Guarantee described in Art. 5 hereof will automatically expire and You shall have no claim whatsoever to the performance by Us of any of the [Kiwi.com](#) Guarantee services. This provision does not preclude You from buying (an) alternate Flight(s) in accordance with Art. 5.2 and/or Art. 5.3 hereof – if You do so in compliance with these Terms & Conditions, Our [Kiwi.com](#) Guarantee will remain valid and claimable. On the contrary, should You amend or alter the schedule of the original Flight(s) ordered in the Booking without first confirming with Our customer service department and seeking their approval, the [Kiwi.com](#) Guarantee will become invalid and We will be absolved of all responsibilities in case of any issue that may occur during Your journey.
3. Limitation of the [Kiwi.com](#) Guarantee – Force Majeure. Please be informed that the [Kiwi.com](#) Guarantee does not apply to cases of Flight Disruptions caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken. Such circumstances may, in particular, occur in cases of political instability, meteorological conditions, governmental restrictions and recommendation incompatible with the operation of the flight concerned, security and health risks, unexpected transport safety shortcomings and strikes that affect the operation of an operating air carrier, significant limitation of airport(s), bus and train station(s) and/or other transition places operation, as well as bankruptcy, and/or insolvency or termination of 50% or more of all flights of the Selected Carrier or any other effect which significantly limits or disables the Selected or operating Carrier to provide its services (hereinafter referred as “Force Majeure”). Please note that in these cases We will make Our best effort to offer You (an) alternate Flight(s) and/or other alternate transportation for You in order to eliminate inconveniences that You may incur in relation to this matter. However, We have no obligation to provide You with the [Kiwi.com](#) Guarantee or otherwise cover the expenses for the alternate Flight(s) and/or other means of transportation for the Flight(s) affected by the effects of Force Majeure as well as other connecting Flight(s), which You were not able to use due to the effect of Force Majeure.
4. Refund process and form of a refund. If You are, under these Terms & Conditions, entitled to receive a refund of the price You originally paid Us or another form of refund (including, but not limited to the Guaranteed amount of the refund), it will be refunded using the same payment method as the one You used to pay Us the Full Price (e.g. if you paid for the Booking via payment card, the refund shall be repaid to Your account associated with the respective payment card or if you paid for the Booking using the [Kiwi.com](#) Credit, the refund shall be accredited to You in a form



of the [Kiwi.com](#) Credit under the Terms of [Kiwi.com](#) Credit as available [here](#)). In case you paid for Your Booking using multiple payment methods (e.g. the [Kiwi.com](#) Credit and in the remaining part of the Full Price the card payment) the refund shall be provided partially by both payment methods in a ratio corresponding to the ratio of the parts of the Full Price paid by the particular payment method originally (e.g. You paid the half of the Full Price for the Booking by [Kiwi.com](#) Credit and second half you paid by card, You are entitled to obtain the refund half-to-half in [Kiwi.com](#) Credit and refunding Your account associated with the respective payment card). This can take up to 10 working days; if this is not possible, the refund will be provided by a method mutually agreed between You and Us within 14 days after We reach such an agreement on the method of refund. It is pertinent to mention that We bear no responsibility in relation to the transfer of the funds to You, because We cannot in any way influence the transfer process of the monetary refund and such responsibility lies solely with the financial institutions responsible for remitting the transaction from Us to You. In case You are, under these Terms & Conditions, awarded by the [Kiwi.com](#) Credit, it shall be provided to You, under the conditions set herein and in the Terms of [Kiwi.com](#) Credit, in a respective form, without undue delay, but not later than 10 working days after Your submission of the legitimate request for this remedy or the consent with this form of remedy offered by Us, or the constitution of Your right for [Kiwi.com](#) Credit as agreed between You and Us (as applicable). Please note that if You accept Our offer for the Additional Services consisting of processing the cancellation of all Flight(s) included in Your itinerary and refund requests for prices of these Flights with the Selected Carrier(s) due to the Flight Disruption - see Art. 4.1, Letter (iii) hereof, You should consider that Flight(s) fares contain different elements and not all of them are refundable, so even when the requirements of the Selected Carrier for the refund are met, the refunded amount will not be the same as the Full price paid for the Booking.

5. Assignment of the claims against the Selected Carrier(s). Upon Your application for Optional Services pursuant to the [Kiwi.com](#) Guarantee You assign all Your rights, titles and claims against the Selected Carriers arising in connection with the provision of Our Services based on 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 a long delay of flights, and repealing Regulation (EEC) No. 295/91 or Canadian Transportation Agency's Air Passenger Protection Regulations (SOR/2019-150) or Turkish Regulation on the Rights of Passengers Traveling by Airline (SHY-PASSENGER) published in the Official Gazette dated 03/12/2011, No. 28131 or any similar applicable national or international act (law, ordinance, regulation, treaty, precedent etc.) legally substantiate any Your claim against the Selected Carrier(s) (hereinafter referred as the "Claim") to Us, and You agree to provide Us, or Our authorized subcontractors, with all reasonably required assistance in order to enforce the Claims. Furthermore, You undertake to provide all reasonably requested documentation and assistance in order to enable Us, or Our authorized subcontractors, to enforce, challenge or otherwise process any and all Claims. You hereby acknowledge and agree that the assignment of the Claim(s) and related cooperation undertaking are a prerequisite to Our obligation to process Your request for the Optional Services available pursuant to the [Kiwi.com](#) Guarantee and You agree that the assignment of the Claim(s) is reasonable and adequate consideration for provision of the Optional Services. Should the amount of the successfully enforced Claim(s) exceed Our expenses spent on the solution of Your situation provided upon Your application for Optional Services pursuant to the [Kiwi.com](#) Guarantee, We will transfer to You the amount of the enforced Claim(s) funds exceeding Our expenses upon Your request. Please note that we waive the assignment of the Claim as specified herein in the extent to which You accept the offer for the provision of services consisting of an enforcement of the Claim (its part) by any third party, e.g., company AirHelp Germany GmbH, brokered by Us.

6. Claim recovery against (a) Selected Carrier(s) and granting a power of attorney to Us. Upon the conclusion of the Service Agreement, You hereby instruct Us to provide you with services of Claim recovery (hereinafter referred to as “Enforcement Services”). For the purpose of provision of Enforcement Services you hereby::

You hereby instruct Us to assess Your eligibility for any Claim and if We infer (under Our sole discretion) that it is appropriate and advantageous to recover the Claim to initiate enforcement of the Claim either by Us (hereinafter referred to as “Our Enforcement Services”) or third-party services of company AirHelp Germany GmbH as offered to You by Us (hereinafter referred to as “Third-party Enforcement Services”).

- 1.
2. authorize Us to and grant Us a power of attorney to represent You in the process of enforcement of all the Claims against the Selected Carriers and to perform on Your behalf all legal acts and other steps required in this matter even if the special power of attorney is required including but not limited to full representation in court without any limitations, submission of proposals and applications to courts, and receiving of all payments,
3. acknowledge and agree that We may grant the right to represent You within the provision of Enforcement Services (in full or partial extent of the power of attorney granted to Us herein) also to a third parties (e.g. a legal counsel) selected by Us as We will deem reasonable to provide you with the respective service in a due and timely manner.
4. undertake to provide Us, or Our authorized subcontractors, with all reasonably required cooperation, documentation and information in order to enable Us to fully represent You in the Claim enforcement and to provide Us with an additional power of attorney, if necessary,
5. agree that for the provision of Enforcement Services, We are entitled to a commission fee for Our Enforcement Services amounting to 35% of any successfully enforced Claim. In the case of Third-party Enforcement Services, the fee shall be governed by an agreement between You and the third-party provider. This Art. 6.6 hereof shall not affect the assignment of Claims in connection with Your application for Optional Services pursuant to the [Kiwicom](#) Guarantee as stipulated in Art. 6.5 hereof,
6. If You do not want to be provided with Our Enforcement Services, please inform Us and We will cease their provision. In case We do not receive Your notice disagreeing with its provision within 30-days as of the occurrence of the situation entitling You to the Claim, We understand that You wish Us to provide You with Our Enforcement Services and consequently may start with their provision.

#### **Article 7. Representation and Limited Warranty**

1. We represent and warrant to You, that We shall perform the brokerage Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and shall devote adequate resources to meet Our obligations under the Service Agreement.
2. We represent and warrant to You, that within provision of Our brokerage Services We will provide You ONLY with documents, information and data necessary for Your journey as brokered by Us in compliance with Your instructions and the information provided by You within the Booking in accordance with Art. 1.2.1 hereof, unless We shall afterwards agree on the provision of the Additional Services for the Handling Fee and strictly under the conditions pre-agreed by You choosing the respective [Kiwicom](#) Ticket Fare and/or Service Package.
3. We shall not be liable for a breach of the warranty set forth in Article 7.1 and/or Article 7.2 hereof unless You give notice of the defective Services, reasonably described, to Us within 14 days of the time when You discover, or should have discovered, that the Services were defective.
4. Subject to Article 7.3 hereof, We shall either:

1. Re-issue new transportation tickets (or correct the defective part of Your itinerary); or
  2. Credit or refund the price of such tickets and Services at the pro rata contract rate.
5. **THE REMEDIES SET FORTH IN ARTICLE 7.4 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION ARTICLE 7.1.**

#### **Article 8. Disclaimer of Warranties**

**EXCEPT FOR THE GUARANTEE SET FORTH IN ARTICLE 5 AND THE WARRANTY IN ARTICLE 7 ABOVE, WE DO NOT MAKE ANY OTHER WARRANTIES/GUARANTEES WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE PROVISION OF THE CUSTOMER SUPPORT SERVICES DOES NOT IMPLY ANY OUR OBLIGATION, REPRESENTATION OR WARRANTY REGARDING THE PROVISION OF ANY REQUESTED INFORMATION, COMMUNICATION OR SERVICES THAT IS NOT SET FORTH EXPLICITLY IN THESE TERMS AND CONDITIONS.**

PLEASE NOTE THAT WE RESERVE THE RIGHT TO PROVIDE YOU (UNDER OUR SOLE AND EXCLUSIVE DISCRETION) WITH MORE FAVORABLE TERMS AND CONDITIONS OF OUR SERVICES, ADDITIONAL SERVICES, OPTIONAL SERVICES OR ANY OTHER SERVICES PROVIDED UNDER THESE TERMS & CONDITIONS THAN THOSE WE ARE OBLIGED TO FOLLOW HEREUNDER. WE MAY DO SO ON THE INDIVIDUAL BASIS OR WITHIN ANY TIME- AND/OR TERRITORY-LIMITED CAMPAIGN, BUT ALWAYS WITHOUT ANY PREJUDICE TO THE FUTURE TREATMENT OF YOU OR ANY OTHER OUR CUSTOMERS, OR WITHOUT ESTABLISHING THE BINDING PRACTICE PREVAILING THE RULES SET FORTH HEREIN. AT ANY TIME WE MAY CEASE TO PROVIDE OR MODIFY SUCH BENEFICIAL TREATMENT UNDER OUR SOLE AND EXCLUSIVE DISCRETION, NEVERTHELESS, WITHOUT AFFECTING THE BENEFITS ALREADY PROVIDED.

#### **Article 9. Conditions of Carriage**

1. You acknowledge that a Selected Carrier's terms and conditions and conditions of carriage will apply to Your contractual relationship with the Selected Carrier and that You must make Yourself aware of such terms and conditions as well as conditions of carriage before the Service Agreement is concluded and You complete the Booking. By concluding the Service Agreement You hereby acknowledge that the Flight(s) included in Your Booking may not be part of the "frequent flyer programs" of the Selected Carrier(s). This article 9.1 also applies to the terms and conditions of the airlines, railway and other transportation companies which are offered to You based on (i) application of the [Kiwi.com](https://www.kiwi.com) Guarantee or (ii) voluntary change of the Booking based on Your request.
2. We will provide You with all necessary documents for Your journey. However, it is Your responsibility to check that all documents have been received and are in order. We are not responsible for any issues arising due to Your failure to ensure that You have all the correct and adequate passport documentation with sufficient validity (at least six months), visas, or other travel documents required by any airline, authority, or the Destination, including countries You may only be transiting through. If You have not received any documentation from Us, or You believe that some of the documentation is missing or inaccurate, You must contact and inform Us immediately and We will make Our best effort to provide You with all the necessary documentation.

#### **Article 10. Flight Connection(s) Arrangement**

1. In some cases with Flight Connections, or carriage to the Destination and back, the carriage to the Destination is arranged so that You receive the relevant one-way ticket (or tickets) for each part of Your route, i.e. each Flight en route to Your Destination (or back from Your Destination). If this is the case, please be aware that:
  1. each Flight may be subject to different rules, especially if operated by a different Selected Carrier;
  2. when changing planes or other means of transportation, You need to collect Your luggage and have to personally check it in for the next Flight; if You do not use a transfer/transit Flight but a separate one-way Flight, they are sometimes operated by a different Selected Carrier.
  3. once in the airport or other transition place it is Your responsibility to ensure that You catch the relevant Flight Connection based on all information available at the airport or train/bus station concerning gate changes, terminals, transit time to gates etc. We are not responsible for any issues arising from Your missing a Flight Connection and/or taking an incorrect flight.

#### **Article 11. Throwaway Tickets**

1. We make available a limited number of Throwaway Tickets on the Website. Where We do so, We will make this clear to You.
2. You should be aware that certain Selected Carriers seek to prevent the sale and/or use of Throwaway Tickets and impose restrictions and measures in their Contracts of Carriage concerning Throwaway Tickets. If You intend to purchase a Throwaway Ticket, We recommend that You check the Contracts of Carriage of the relevant Selected Carriers before making the Booking
3. We may provide You with the below-specified assistance in situations when a legal claim is brought against You by the Selected Carrier in relation to Your Booking due to the alleged breach of the Selected Carrier's contractual clauses which are considered as unbalanced, disproportionate and/or abusive. These conditions include, among others, those directed against using Throwaway Tickets. We believe that these and similar contractual clauses are disproportionate and thus do not enjoy legal protection. If the Selected Carrier brings a lawsuit against You claiming a breach of these contractual clauses, We may elect to:
  1. reimburse You the costs of Your legal expenses related to such legal proceedings; or
  2. assist You in the legal proceedings and provide You with the aid of Our legal advisors who are experienced with claims of this nature; or
  3. reimburse You the amount claimed by the Selected Carrier in relation to the alleged breach of its contractual clauses.

We have discretion to determine both whether We provide any assistance to You under this Art. 11.3 and, if We elect to provide You with the above-specified assistance, the scope and method of any such assistance.

In order that We may be in a position to determine whether We potentially provide You with the above-specified assistance, We need You to contact Us immediately after You are contacted by the Selected Carrier when they claim such a breach. And You must provide Us with all the relevant information and necessary cooperation so that We are able to determine whether We provide You with any potential assistance and notify You of this both in a timely and accurate manner.

#### **Article 12. Administrative Formalities/Governing Laws/Amendments/Fraud**

1. Visas. We are under no obligation to advise You to obtain visas nor assist You in obtaining visas or obtain visas for You to the destinations that You will visit and/or pass through en route to Your Destination. However, We do generally advise You that some of the destinations may require a visa from You and that it is Your responsibility to obtain the required visas early enough, and at Your

own expense. Please note that when using Flight Connections You may be required to obtain transit visas even in order to check in for the connecting Flight.

2. **Severability.** If any of the provisions of the Service Agreement is found to be invalid or ineffective, the other remaining provisions shall remain fully valid and effective to the extent that they are not dependent on such an invalid or ineffective provision. In such an event, any invalid or ineffective provision shall be replaced with a new, valid and effective one which corresponds to the intent and purpose of the provision that is being replaced.
3. **Governing Law.** The Service Agreement and any legal relations established under it or derived from it, including issues of its formation and validity, shall be governed by the laws of the Czech Republic with the exclusion of any rules on conflict of laws.
4. **Personal Data Processing.** Our processing and protection of personal data, that You provided to Us, as a natural person in accordance herewith, is governed by Our Privacy Policy, which is available online on Our Website. The Privacy Policy forms an inseparable part of these Terms & Conditions and You are obliged always to read Our Privacy Policy before accepting these Terms & Conditions. By accepting these Terms & Conditions You also confirm that You have read and understood Our Privacy Policy.
5. **Force majeure.** In case We are prevented, delayed or hindered from commercially reasonable fulfillment of any of Our contractual or other obligations towards You, due to reasons of force majeure, including, but not limited to factual, technical, political, economic, meteorological circumstances, including but not limited to Acts of God, natural disasters, epidemic, wars, civil conflicts, protests, riots, blackouts, strikes, any governmental or regulatory action, outage or restrictions of supplies of goods or services, restrictive travel orders and recommendations and other circumstances that [Kivi.com](https://www.kivi.com) cannot reasonably resolve, either or not foreseeable by Us, We are exempt from any derived legal responsibilities arising from such deficiencies or non-compliances related to the effect of force majeure.
6. **Amendments.** We reserve the right to amend these Terms & Conditions at any time, and without prior consultation with Our customers. These Terms & Conditions are valid and effective from the time when You send Us a completed online order form via Our Website and will apply to the respective Service Agreement. Please be advised that these Terms & Conditions may have changed by the time You choose to use Our Services again, and You should read them carefully before requesting any order of Our Services. All versions of Our Terms & Conditions are available and downloadable on Our Website.
7. **Applicability.** These Terms & Conditions shall apply to all Service Agreements concluded since 8 December 2020.
8. **Fraudulent Transaction Protection.** To ensure the high standard of Our Services and to protect against fraudulent transactions, We reserve the right to perform checks (verification) of payment cards. For this reason, We may request Your cooperation to verify the identity of the payment card holder. Until successful verification, Our obligation of immediate commencement of the provision of Our Services is suspended. In this event Your funds will be blocked at the bank and therefore We will not withdraw them. The time that it will take to verify a payment card is not included in the period within which We undertake to broker a Contract of Carriage for You in accordance with Art. 2.16 hereof.
9. **Information about the Full Price** is provided as final and binding with the exception of an apparent error in the amount of the Full Price; in these cases of apparent errors in the Full Price, we are entitled to unilaterally withdraw from the Service Agreement without further notice.

### **Article 13. Discharge / Extinguishment of Obligations**

1. **Discharge by Performance.** Your obligations and Our obligations under the Service Agreement will be discharged, and the Service Agreement performed, when You pay the Full Price in accordance



with Art. 3.1 hereof and We provide the Services to You.

2. Extinguishment by Default. If We fail to broker the Contract of Carriage for You in accordance with Art. 2.16 hereof within 48 hours after We accept Your payment of the Full Price, We will contact You. We will try to offer You an alternate solution, or You or We may withdraw from the Service Agreement. If You or We withdraw from the Service Agreement, You will be entitled to a refund of the Full Price in accordance with Art. 6.4 hereof. If We agree on an alternate Flight or another combination of Flights to Your Destination and/or on a different pricing of any original Flight(s), the Full Price may change. You and We will settle the price difference between the original Full Price and the new Full Price. Such price differences will be payable by You to Us or vice versa based on Our calculation provided to You.

#### **Article 14. Liability for Damage**

1. We are not liable for any damage, harm or loss arising out of any actions or omissions of a Selected Carrier or other third parties in connection with carriage to the Destination. Nor are We liable for any damage, harm or loss arising out of Your actions or omissions that are contrary to these Terms & Conditions.

#### **Article 15. Dispute Resolution**

1. In cases of disputes with Kiwi.com s.r.o. the courts of the Czech Republic shall have complete jurisdiction over all disputes arising between You and Us, unless provided by the mandatory applicable laws otherwise.
2. According to EU legislation all consumers residing in EU countries are, prior to filing any legal action with a court, pursuant to Act No. 634/1992 Coll., on Consumer Protection, as amended, entitled to commence out-of-court settlement of their dispute with Us, provided that any such dispute between an EU consumer and Us has not been successfully settled directly. The institution in charge of out-of-court settlements for EU consumer disputes with Our company is the Czech Trade Inspection Authority ([coi.cz](https://coi.cz)). More information on out-of-court settlements of consumer disputes may be found here (<https://evropejskyspotrebitel.cz/how-to-submit-your-complaint/>).
3. Pursuant to EU Regulation No. 524/2013, EU consumers are also entitled to commence the out-of-court settlement of consumer disputes on-line through the ODR platform for the online resolution of consumer disputes accessible at ([ec.europa.eu/consumers/odr](https://ec.europa.eu/consumers/odr)).
4. Prior to the commencement of any of the above methods of dispute resolution, You are advised to contact Us through Our contact form available at: [Kiwi.com/content/feedback](https://kiwi.com/content/feedback) to resolve any of Your complaints or suggestions.
5. **Kiwi.com**, Inc. is registered with the:  
State of California as a Seller of Travel, Registration Number CST 2130807. California law requires certain sellers of travel to have a trust account or bond. Kiwi.com, Inc. has a trust account.  
State of Washington as a Seller of Travel, Registration Number 604456736 001 0001.  
State of Iowa as a Seller of Travel.  
State of Florida as a Seller of Travel, Registration Number ST 42135.
6. **US dispute resolution — mandatory arbitration.** Where applicable, at all times for claims arising out the United States in relation to US Consumers contracting with Kiwi.com, Inc., any claim, dispute, or controversy arising out of or in connection with or relating to the Service Agreement or Additional Service Agreement or the breach or alleged breach thereof the following terms shall apply:
  1. You and We agree to present all claims, disputes, and controversy in good faith to one another, giving each party enough time to evaluate the claim and respond accordingly, before commencing any arbitration or court proceedings;
  2. You and We agree that all claims (contractual and extra-contractual) may be resolved within 60 days of your notice to Us, and claims that are not resolved within that timeframe can be

resolved through mandatory arbitration as described below.

3. THE CLAIMS, DISPUTES, AND CONTROVERSIES NOT RESOLVED UNDER ART. 15.6, LETTER A. AND B. HEREOF WILL BE SUBMITTED BY EITHER YOU OR US TO BINDING ARBITRATION IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, UNITED STATES OF AMERICA UNDER THE COMMERCIAL RULES THEN IN EFFECT FOR THE AMERICAN ARBITRATION ASSOCIATION (AAA), EXCEPT AS PROVIDED HEREIN. THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF AND WAIVE ANY VENUE OBJECTIONS AGAINST SUCH TRIBUNAL. Within thirty (30) days of receipt of the notice of intent to arbitrate, the Parties shall agree on the appointment of the single arbitrator. If no arbitrator is appointed by the Parties within the times herein provided, or any extension of time which is mutually agreed upon, AAA will make such appointment upon the request of either You or Us within thirty (30) days of such request from the AAA National Roster of Arbitrators (Commercial Panel). The award rendered by the single arbitrator will include costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses, and judgment on such award may be entered in any court having jurisdiction thereof. Nothing stated here is deemed to be preventing either party from seeking injunctive relief with the relevant court having jurisdiction over the parties and the matter of dispute. The single arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of the Service Agreement or Additional Service Agreement including, but not limited to, any claim that all or any part of this agreements are void or voidable. This Agreement to arbitrate is governed by the Federal Arbitration Act, not state law. Once a demand for arbitration is made, any court proceeding regarding the same dispute is to be stayed pending the outcome of the arbitration.
4. **Opting out of mandatory arbitration.** YOU MAY CHOOSE TO OPT OUT OF ARBITRATION AND PURSUE YOUR CLAIM(S) IN COURT BY NOTIFYING US OF YOUR INTENT TO DO SO WITHIN 30 DAYS FROM THE DATE YOU AND WE CONCLUDED THE SERVICE AGREEMENT (the "Opt Out Deadline"). You may opt out of these arbitration procedures by sending an email with your name, booking number, and travel dates via email to cslegal@kiwi.com. IF YOU WISH TO DO SO, YOU MUST OPT OUT OF ARBITRATION FOR EACH BOOKING MADE WITH US. If you do not inform Us of your intent to opt out in the manner described above by the "Opt Out Deadline", you will be unable to pursue a claim(s) against Us in court.
7. **Class Action Waiver.** YOU AND WE, EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, REPRESENTATIVE, OR CONSOLIDATED ACTION. If a court or arbitrator determines in an action between You and Us that any part of this Class Action Waiver is unenforceable with respect to any claim, the arbitration agreement and Class Action Waiver will not apply to that claim, but they will still apply to any and all other claims that you or we may assert in that or any other action.  
IF YOU OPT OUT OF THE ARBITRATION PROVISION BY NOTIFYING US AS SPECIFIED in Art. 15.6, Letter d. hereof, THIS CLASS ACTION WAIVER PROVISION WILL NOT APPLY TO YOU. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt out requirements in Art. 16.6, Letter d. hereof.
8. **Jury Trial Waiver.** YOU AND WE, EACH WAIVE ANY RIGHT TO A JURY TRIAL even for claims resolved in court.

[Terms and conditions applied before 9 June 2015](#)  
[Terms and conditions applied before 5 April 2016](#)  
[Terms and conditions applied before 18 May 2016](#)  
[Terms and conditions applied before 26 July 2016](#)  
[Terms and conditions applied before 21 November 2017](#)  
[Terms and conditions applied before 18 October 2019](#)  
[Terms and conditions applied before 11 June 2020](#)  
[Terms and conditions applied before 30 October 2020](#)  
[Terms and conditions applied before 8 December 2020](#)