

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, 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 (hereinafter referred as "[Kiwi.com](#)", "**We**", "**Our**", "**Us**"), and you as Our customer (hereinafter referred as "**You**", "**Your**", "**Yourself**"); ("**You**", "**Your**" and/or "**Yourself**" can also be used to refer to a passenger to be transported in a plane or a train 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) completing the information required in the online form on Our Website, (iii) Your acceptance of the Terms & Conditions stated hereunder and Our immediate performance of Services (iv) sending Us the completed online form (v) and making the payment of the Full Price through the appropriate payment method. By making the Booking, You accept the offer of Our Services. The Booking is completed by Our acceptance of Your payment made in accordance with these Art. 1.2.1 (v) 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 or train station 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 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 an offer of carriage by air or by train 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 station), 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 station) to the arrival airport (train station) 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 train at each given airport or train station and either change planes or trains, 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 or train. In case of Flight Connections, We provide You with the [Kiwi.com](#) Guarantee under the terms and conditions specified in the Art. 4 and 5 hereof.

6. **Flight Delay:** means a change in Flight schedule due to which You will not have sufficient time to change planes or trains for Flight Connection(s). The assessment of reasonable time limit for changing planes or trains for Flight Connection(s)

will be done individually and in accordance with the specific standard transition times provided by the airport or train station.

7. **Full Price:** the price that We charge You for the provision of Our Services and the price for the Flight ticket(s) and other related services (e.g. priority boarding, additional luggage, meal, etc.) You 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 case You have selected one or more interim destination(s), where You shall spend less than 24 hours before continuing Your journey, We cannot guarantee You a flawless travel in case the respective Selected Carrier(s) will make any change or cancellation of the Flight(s) within Your travel to and/or from this interim destination and We are relieved of any financial or other obligations to You 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, Flight cancellation, priority boarding, etc. The fee for providing Additional Services is not included in the Full Price, unless you add these Additional Services during the Booking. If You should order Additional Services after the Booking, We will offer You the processing of these services for an additional Handling Fee (as defined below).

10. **PNR:** means (Eng. Passenger Name Record) is a code identifying Flight reservation(s), passenger and itinerary information. It may consist of any combination of numbers and/or letters and one PNR may include the information about the type of Flight ticket(s), date of travel, number of bags and seating information related to one or more Flights operated by one or more cooperating airlines. The PNR can always be found on the e-ticket or boarding pass. The PNR does not, under any circumstances constitute a [Kiwi.com](#) order number. You should note that when travelling via multiple Flights, the PNR may vary between these Flights. This also applies to return Flights.

11. **Selected Carrier:** means the airline providing the services of carriage by air or the operator of the ground transportation by train 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 railway company carrying You across the relevant part 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 airport or train station for the relevant route before departure.

12. **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 with the Selected Carrier are defined in Art. 2.1 hereof. Beyond the provision of these brokerage Services We provide You with assistant Optional Services in the form of the [Kiwi.com](#) Guarantee (as defined below) in the case of Flight cancellation, Flight schedule change or Flight Delay as specified in Art. 4 and Art. 5 hereof and Enforcement Services as specified in Art. 5.7 hereof. Please note that Our fee which is included in the Full Price is related solely to the provision of brokerage Services. These assistant Optional Services are provided free of charge under the conditions stipulated herein and the Enforcement Services are provided under the conditions and fees stipulated in Art. 5.7 hereof.

13. **Service Agreement:** means the agreement on the provision of the Services concluded between You and Us in accordance with Art. 1.2.1. hereof, i.e. the Service Agreement is concluded upon Your receipt of Our confirmation e-mail accepting Your payment. 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. 14. [Kiwi.com](#)

Guarantee: has the meaning set forth and defined in Art. 4.1 hereof.

15. **Terms & Conditions:** means Our terms and conditions stated herein. 16. **Website:** means the website located at kiwi.com, including the subdomains for respective markets and/or Our other websites on which You can make the Booking.

17. **Handling Fee:** has the meaning set forth and defined in Art. 2.2 hereof.

18. **No Check-in 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 a carry-on luggage as defined and limited by each of the Selected Carriers; should You add any check-in baggage to this itinerary We cannot guarantee You flawless travel on Your journey and We are relieved of any financial or other obligations to You in this regard.

19. **Optional Services:** means the services related to the Flight change, delay or cancellation which We will provide You in a form and under the conditions stipulated herein namely in the Art. 4 and 5. 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. It should also be noted that You must provide all the information using Latin script. We are not responsible for any damages, additional costs or any other issues or complications, which may arise as a result of Your failure to provide Us with complete and accurate information during the Booking process. 4. Intellectual Property. We retain any, and all, rights to Our Website and its content; including software, hardware, products, processes, algorithms, user interfaces, know-how, technologies, designs and other tangible or intangible technical materials or information made available to You by Us throughout the provision of the Services or by using Our Website. Unless expressly set forth herein, no expressed or implied license or right of any kind is granted to You regarding the Services and/or Our Website, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to Our Website. All rights not expressly granted to You herein are reserved to Us. Any work product, developments, inventions, technology or materials provided by Us under these Terms & Conditions and/or the Service Agreement or while using Our Website or any Services are exclusively owned by Us. You shall not alter and/or decompile the software used by Us for the provision of the Services and operation of Our Website; You shall not make copies of such software. We, in Our sole discretion, may use all comments and suggestions, whether written or oral, provided by You in connection with Your order and use of the Services and or Our Website. Furthermore, all copyrights, trademarks, design rights, database rights, patents and other intellectual property rights (registered and unregistered) in and on Website belongs to Us and/or third parties. We do not grant You the right or licence to use any trademark, design right, database right, copyright or any other right regarding the content in or on a Website owned or controlled by Us or any other third party except as expressly provided in these Terms & Conditions. 5. Trademarks. The trademarks, logos, and service marks (hereinafter referred to as the "Trademarks") displayed on the Website are registered and unregistered Trademarks of their respective owners. All Trademarks related to the operating airlines, railway companies and other third party providers that are displayed on the Website belong to their respective owners and We use these Trademarks solely for Your convenience. Nothing contained on this Website should be construed as Our pretension of these third party Trademarks or as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Website without the express written permission of its respective owner. Your misuse of the Trademarks displayed on the Website, or any other content on the Website, is strictly prohibited. You must ensure that Your use of the third party content (Trademarks, logos, watermarks and other registered details) complies with all applicable laws and the intellectual property and other rights of the relevant third party provider. You acknowledge and agree that the third party content and all intellectual property rights subsisting in third-party content will remain the property of the relevant third-party provider. No part of the third party content may be modified, duplicated, published, uploaded, distributed, translated, adapted, marketed or used, without the prior written consent of the relevant third party provider.

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 of the following:

1. Displaying the offered Flights and their combinations on Our Website; 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 and/or is stated in Your e-ticket) with regard to the respective Flight(s) within your Booking. Beyond the provision of the previously described Services We provide You with (ii) Our Optional services in the form of the [Kiwi.com](#) Guarantee in case of Flight cancellation, Flight schedule change or Flight Delay as specified in Art. 4 and Art. 5 hereof and (ii) Enforcement Services as specified in Art. 5.7 hereof.

2. Additional Services. Please note that Our Services do not include the services related to the Additional Services, such as the processing of Your request(s) for the Additional Services and We are not obliged to provide You with these Additional Services. However, We may assist You in a reasonable manner with the processing of such request(s) on the basis of a separate agreement concluded between You and Us for a pre-agreed fee. Please note, that the Optional Services may also be subject to additional charges imposed by the Selected Carriers or any other third parties providing the Additional Services. 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 request regarding Your Booking are charged an additional handling fee amounting to €20 (twenty Euros) (hereinafter referred as the “**Handling Fee**”, which will be charged separately or will be deducted from the refund of the Flight price and/or other refunds from the Selected Carrier. Please note that Our Handling Fee charged for managing cancellations and/or changes does not include the amounts eventually charged by the Selected Carrier(s) and/or other service provider(s), according to their terms and conditions.

3. Should the amount of the potential refund from the carrier for the cancellation of the Flight(s) be lower than the Handling Fee, We will not offer You the provision of these Additional Services. 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 will not assist You in relation to the processing Additional Services within the last 48 hours prior to the departure of Your first Flight in Your itinerary, or any time thereafter, as We are unable to arrange the processing of Your request within this time period.

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. All fees relating to all phone 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 bill payer's permission beforehand. Please note that phone calls between Us and You may be monitored, recorded and stored. You hereby acknowledge and agree that Your conversation with Our staff when discussing Your complaint, request or suggestion via telephone may be recorded in the form of an audio recording for the purpose of (i) provision of Our Services under the Service Agreement, (ii) internal inspections of service quality, (iii) improvement of service quality and/or (iv) collecting evidence concerning the transaction implemented via Our customer service department. Please note that with regard to the purpose of recording phone calls as stipulated in this Art. 2.3 para. (ii) and (iii), Your consent to the audio recording of phone calls can be withdrawn at any time during Your communication with Us.

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/](#)) and the Data Protection Officer of the European Commission.

6. Service Agreement and Contract of Carriage as two separate legal relationships. You should note that by the completion of the Booking, You are entering into two separate agreements: (i) the Service Agreement concluded with Us and (ii) the Contract of Carriage for air transportation concluded with the Selected Carrier(s). These two legal relationships are mutually independent, concluded with different parties, (i) You and Us on 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. 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. 9.2 hereof). Please note that the stipulation of Provision 2.14 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 Carrier shall apply. By conclusion of the 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 or termination from the Contract of Carriage, voluntary and involuntary cancellation and change of the Flight(s), and/or any other changes related to the Flight(s).

7. Proof of conclusion of the Service Agreement. In accordance with the EU Directive (2000/31/EC) on eCommerce and its national transpositions, as applicable, please be informed that the confirmation e-mail of Your Booking is the proof of the conclusion of the Service Agreement between You and Us.

8. Language of the Service Agreement. The Service Agreement is executed in the language selected by You 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 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 making 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.

10. Code of Conduct. Throughout the provision of Our Services, We always comply with all applicable laws and regulations of the Czech Republic and the European Union 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.

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 accept Our offer and 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) increase 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 alternative carriage options and proceed in accordance with the provision of Art. 9.2 hereof.

15. Immediate Performance of the Service Agreement and 14-Day no Withdrawal Period. Given the character of Our Services, which We will start providing immediately after the conclusion of the Service Agreement with You, i.e. before the expiration of the 14-day withdrawal period according to EU legislation, You shall not withdraw from the Service Agreement within a 14-day period after its conclusion, or at any time thereafter, even in case You are a citizen of an EU member state to whom this right generally applies. Your order of Our services made via conclusion of the Service Agreement between You and Us will be considered as Your request for the immediate provision of Our Services. This provision of Art. 2.15 hereof does not affect the possibility to withdraw from the Service Agreement under the conditions stipulated in Art. 9.2 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. 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. 2.14 and 9.2 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) is/are only provided to You on the basis of a power of attorney, You, by entering into the 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 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 respective PNR 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 faulty the 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 or train station.

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. However, it does not include 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 Additional Services, 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).

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 become 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 Your itinerary is changed due to Your application of the [Kiwi.com](https://www.kiwi.com) Guarantee (as defined below) and/or in relation with Your request for a change of Your itinerary (hereinafter referred as "Itinerary Change"), You hereby agree that any refunds which shall be provided by the respective Selected Carrier(s) to Our account, may be unilaterally set-off against the price paid for an alternative Flight(s) or refunds provided to You in relation to the Itinerary Change. In this regard, You assign these refunds to Us, where applicable, as a prerequisite for processing Your application for the [Kiwi.com](https://www.kiwi.com) Guarantee.

Article 4. Kiwi.com Guarantee Optional Services – Delays and Cancellations In order to bring You the best possible service We offer You an exclusive and unique Flight change, delay and cancellation policy, called the **Kiwi.com Guarantee** (or Assistant Services) as described hereunder (hereinafter referred as “**Kiwi.com Guarantee**”).

The aim and scope of Our **Kiwi.com Guarantee** service program is to make Your journey as smooth and comfortable as possible. For this purpose, We ensure You that in situations when Your Flight(s) is/are rescheduled, delayed or cancelled, we shall upon activation of **Kiwi.com Guarantee**, offer You a reasonable alternative Flight(s) or other means of transportation to Your Destination, or a refund of the price You paid for all the unused Flight(s). By the virtue of the terms and conditions stated herein We provide You with a guaranteed solution to the situation(s) stated above, 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 rescheduled, delayed or cancelled due to factors which can occur in the standard course of air transportation. Given this the **Kiwi.com Guarantee** can be applied with limited effect in situations of the impact of force majeure (see Art. 5.3). 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 through Our customer service department.

1. **Kiwi.com Guarantee**. In particular, the scope of the **Kiwi.com Guarantee** is 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. 4.1 a) applies only to a change or cancellation of Flight(s) announced more than 48 hours prior to departure of the first concerned Flight, which may negatively impact Your ability to reach Your Destination or Your arrival to the Destination shall change by more than 24 hours from the original scheduled arrival, i.e. due to Flight change(s) or cancellation(s) You would either miss Your Flight Connection(s) or Your Flight(s) would be cancelled (hereinafter referred as “**Scenario A**”).

In this case, You learn about a change or cancellation of Your Flight(s) under Scenario A You must inform Us of such a change or cancellation without undue delay either by telephone, e-mail or via the online chat available on Our Website. Should You fail to inform Us about such Flight change(s) or cancellation(s) without undue delay, You will not be entitled to the **Kiwi.com Guarantee**. In case, We are informed first about the change or cancellation of Your Flight(s) according to Scenario A, We will contact You within a reasonable time after We learn about such Flight change(s) or cancellation(s).

After We have been informed about the Flight change(s) or cancellation(s) according to Scenario A, We will offer You one of the following solutions solely at Our discretion:

i We will search for alternative transportation to Your Destination. Should We find a reasonable alternative We will offer You an alternative Flight(s) or other means of transportation to Your Destination entirely at Our expense. In case We are unable to buy the offered alternative Flight(s) or other means of transportation for You online, You can buy the respective ticket(s) for the alternative transportation, as agreed upon by Us and You, at the airport or train station and We will refund You the price of such ticket(s) under the conditions given in Art 5. hereof. Please note that any extra services or further upgrades to the agreed upon alternative ticket(s) will not be covered by Us. ii We will offer You a refund of the price You paid for all the unused Flights under the conditions specified in Art. 5 hereof. This solution is most likely to be offered in case we are unable to offer You reasonable alternative transportation.

You are obliged to reply to Us promptly after receiving Our information about the offered solution(s), but in all cases at the latest within 24 hours since Our first notice regarding the solution(s) is considered as having been delivered to You in accordance with Art. 4.3 hereof, or within any shorter reasonable time before the time of the scheduled departure of the first following Flight. After the lapse of these 24 hours, or any shorter term for replies this offer is null and void, thus You will not be entitled to the **Kiwi.com Guarantee** subsequently in this matter.

Scenario B (Less than 48 hours before departure)

Less than 48 hours before departure - The **Kiwi.com Guarantee** stipulated in this Art. 4.1 b) applies only to a Flight Delay(s) or cancellation(s) of Flight(s) announced less than/equal to 48 hours prior to the departure and/or after departure of the first concerned Flight, which may negatively impact Your ability to reach Your Destination or Your arrival at the Destination shall change by more than 24 hours from the original scheduled arrival, i.e. due to the Flight Delay(s) or cancellation(s) You would either miss Your Flight(s) Connection(s) or Your Flight(s) would be cancelled (hereinafter referred as “**Scenario B**”).

In this case, if You learn about a Flight Delay(s) or cancellation(s) of Your Flight under Scenario B, You are obliged to inform Us of such a Flight Delay(s) or cancellation(s) without undue delay either by telephone or via the online chat available on Our Website. Should You fail to inform Us about such a Flight Delay(s) or cancellation(s) without undue delay, You will not be entitled to the **Kiwi.com Guarantee**. In case, We are informed first about the Flight Delay(s) or cancellation(s) of Your Flight under Scenario B, We will contact You within a reasonable time after We

learn about it.

After We have been informed about the Flight Delay(s) or cancellation(s) under Scenario B, You may choose one of the following solutions at Your discretion:

i We will search for alternative transportation to Your Destination and should We find a reasonable alternative We will offer You an alternative Flight(s) or other means of transportation to Your Destination entirely at Our expense. In case We are unable to buy the offered alternative Flight(s) or other means of transportation for You online, You can buy the respective ticket(s) for the alternative transportation, as agreed upon by Us and You, at the airport or train station and We will refund

<https://www.kiwi.com/en/pages/content/legal/6/12>

About

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You the price of such ticket(s) under the conditions in Art 5. hereof. In case We are unable to find a reasonable alternative Flight(s) or other means of transportation due to a disproportionate price difference between the potential alternative 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 alternative transportation. This option will be determined and agreed on a case by case basis. Please note that any extra services or upgrades to the agreed upon alternative ticket(s) will not be covered by Us. In exceptional cases when Your Flight(s) is cancelled or You miss the Flight Connection(s) due to the Flight Delay and You are not able to contact Us in this matter, You may purchase the ticket(s) for the alternative transportation without prior agreement between You and Us and We may refund You the price of such a ticket(s) for alternative transportation up to twice the original price of the unused Flight(s) en route to Your Destination. You are entitled to this refund under the conditions in Art. 5 hereof, only after You provide Us with sufficient reasoning regarding Your inability to contact Us and written proof of Your purchase of the ticket(s) for the alternative transportation to Your Destination together with the proof of the original Flight Delay or cancellation of Your original Flight. Please note that it is at Our discretion to assess Your ability to contact Us with regard to these exceptional cases. ii We will refund You the price You paid for all the unused Flights under the conditions specified in Art. 5 hereof. You should choose this solution in case we are unable to offer You a reasonable alternative transportation.

You are obliged to reply to Us about Your choice promptly after receiving Our information about the offered solution, but in all cases at the latest within 24 hours since Our notice is considered as have been delivered to You in accordance with Art. 4.3 hereof, or within any shorter reasonable time before the time of the scheduled departure of the first following Flight. After the lapse of these 24 hours or any shorter term for replies the offer expires and You are no longer entitled to the [Kiwi.com](#) Guarantee in this matter.

2. Multi-city routes. Should there be a Flight Delay, change or cancellation of the Flight(s) to Your interim destination, this interim destination will be considered as the final Destination and the [Kiwi.com](#) 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 change or cancellation 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 with undue delay since You find out about any Flight(s) change/cancellation in order to solve this situation with Our customer support. 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 alternatives available due to the character of the 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 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 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 doubts, 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 the Art. 4.1 a) and/or 4.1 b) hereof be aware that Your claim to the [Kiwi.com](#) Guarantee is no longer valid.

4. Special Optional Services. The services specified below in Art. 4.4.1, 4.4.2 and 4.4.3 hereof may apply when Scenario B stipulated in Art. 4.1 Letter b) hereof occurs within Our [Kiwi.com](#) Guarantee, or We include such services while providing You

with an alternative Flight(s) as an offered solution within Scenario A stipulated in Art. 4.1 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 Delay or cancellation and You have no legitimate claim for the provision of these additional services as any of these services are solely at Our discretion and need to be pre-agreed once You contact Our customer services department. Please note that in the case of activation of these additional services You will need to cover the expenses for utilization of these additional services and provide Us with a receipt(s) proving Your expenses. We will refund Your costs on the basis of such receipts up to the amount specified below. 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 alternative 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 on Our expenses. Alternative 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 alternative 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 alternative transport will be €100 (one hundred Euros), inclusive of all passengers. 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 alternatives by the Selected Carrier, We are absolved of all responsibility to further compensate and/or reimburse You.

5. Alternative Flight(s) minimum booking processing time. Please note that in cases where We shall book an alternative Flight(s) as a solution provided within [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 alternative 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 alternative Flight(s) departing sooner than 8 hours after Your initial contact with Our customer service or Your enter to Our manage my booking section of Our Website in order to select Your alternative Flight(s) option.

Article 5. [Kiwi.com](#) Guarantee Optional Services – Refunds, Exceptions, Limitations, Claim Recovery

1. [Kiwi.com](#) Guarantee Refund Policy. We guarantee to refund You the full or partial price of the Flight ticket(s) to Your Destination as the selected solution of Your situation within the [Kiwi.com](#) Guarantee service, subject to meeting the following conditions:

2. 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 refund from Us; 2. We must receive Your request for a refund 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 an alternative Flight or other means of transportation not be offered by Us, We will refund You the full or partial price which was originally paid for Your journey under the conditions stipulated herein. In this case, if Your journey consists of more than one leg, and You have already utilised certain Flight(s), We will refund You the original price of the unused Flight(s). The eventual refund of the original purchase price paid for the respective Flight(s) will be used and consumed against or the expenses spent on the alternative Flight(s)/refunds in relation to the provision of Our [Kiwi.com](#) Guarantee. 2. [Kiwi.com](#) Guarantee – Exceptions. If You, after entering into the Service Agreement with Us:

i make any changes to the schedule of the purchased Flight(s) other than through Us; and/or ii make any changes within the

contact details with any one of the Selected Carrier(s) in relation to Your Booking; and/or iii make any changes to Your No Check-in 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. 4 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. 4.2 and/or Art. 4.3 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 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) and/or train station operation, as well as bankruptcy, 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 alternative Flight(s) and/or other alternative 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 alternative Flight(s) and/or other mean 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. Limitation of [Kiwi.com](#) Guarantee – Flights and Flight Connection(s) issued as one airline e-ticket (PNR). Our [Kiwi.com](#) Guarantee described in Art. 4 hereof does not apply to single Flight and/or Flight Connection(s) identified by one airline e-ticket (PNR). Carriers servicing these Flights and Flight Connection(s) are completely responsible for all possible issues connected with them. In these cases please contact directly the Selected Carrier or airlines operating these Flights. Please note that in case You miss any Flight within Flight Connection(s) with one airline e-ticket (PNR) You may not be allowed to use any of the following Flight(s); You need to check the policy of each of the Selected Carrier(s) as We are not responsible for any inconveniences that You may incur in relation to this matter.

5. Refund process. If You are, under these Terms & Conditions, entitled to receive a refund of the full or partial price You originally paid Us or another form of refund, it will be refunded using the same payment method as the one You used to pay Us the Full Price. 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 refund and such responsibility lies solely with the financial institutions responsible for remitting the transaction from Us to You. Please note that Flight(s) fares contain different elements and not all of them are refundable, so even when You meet the requirements of the Selected Carrier for the refund, the refunded amount will not be the same as the Full price paid for Your Booking. In the event that You wish to cancel or change Your Flight(s) which are non-refundable and non-changeable, and You will not be able to use it/them, You may still claim a refund for certain airport taxes which are included in the fare for the specific Flight(s). In the case that You wish to request the refund of the airport taxes via Us, You may address Your request using Our post-booking services. We will apply Our Handling fee for processing Your request, which will then be deducted from the refunded amount.

6. Assignment of the claims against the Selected Carrier(s). Upon Your application for 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 (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 and otherwise mitigate its exposure to liquidated damages hereunder. Furthermore, You undertake to provide all reasonably requested documentation 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 [Kiwi.com](#) Guarantee and You agree that the assignment of the Claim(s) is reasonable and adequate consideration for provision of the [Kiwi.com](#) Guarantee. Should the amount of the successfully enforced Claim(s) exceed Our expenses spent on the solution of Your situation provided upon Your application for the

[Kiwi.com](#) Guarantee, We will transfer to You the amount of the enforced Claim(s) funds exceeding Our expenses.

7. Claim recovery against a Selected Carrier(s). Upon the conclusion of the Service Agreement You hereby authorize Us to: i 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 (hereinafter referred to as “**Enforcement Services**”). Furthermore, You 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 the power of attorney, if necessary. For the provision of Enforcement Services, We are entitled to a commission fee amounting to 35% of any successfully enforced Claim. This Art. 5.6 hereof shall not affect the assignment of Claims in connection with Your application for the [Kiwi.com](#) Guarantee as stipulated in Art. 5.6 hereof, and ii to provide Your contact details to the company AirHelp Limited, a company incorporated in Hong Kong with its registered office at 9B Amtel Building, 148 Des Voeux Road Central, Central, Hong Kong (CB No. 1926223, BR No. 61625023- 000) which may contact You with the offer for its services related to the Enforcement Services. In case 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 these services and consequently will start the Claim recovery against the Selected Carrier(s).

8. Assistance against legal claims. We will 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, the practices commonly known as "throw-away", "back to back" and "hidden city" ticketing. We believe that these and similar contractual clauses are disproportionate and thus shall not enjoy legal protection. In case the Selected Carrier brings a lawsuit against You claiming a breach of these contractual clauses, We will:

i Reimburse You the costs of Your legal expenses related to such legal proceedings; or ii 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 iii Reimburse You the amount claimed by the Selected Carrier in relation to the alleged breach of its contractual clauses.

The choice of the appropriate and most suitable method and scope of Our assistance will be done upon Our discretion following a previous consultation with You. In order to 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 find the appropriate solution to Your situation both timely and accurately.

Article 6. Conditions of Carriage

1. You acknowledge that a Selected Carrier's terms and conditions and conditions of carriage will apply unconditionally 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 6.1 also applies to the terms and conditions of the airlines/railway companies which are offered to You based on (i) application of the [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 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 7. 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:

2. Each Flight may be subject to different rules, especially if operated by a different Selected Carrier; 2. When changing

planes or trains, 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 train station it is Your responsibility to ensure that You catch the relevant Flight Connection based on all information available at the airport or train station surrounding gate changes, terminals, transit time to gates etc. We are not responsible for any issues arising from You missing a Flight Connection and/or taking an incorrect flight.

Article 8. 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 transfer 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 dependant 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 it 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 Act No. 101/2000 Coll., on the protection of personal data and amendments to certain related acts, as amended, as well as 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 not be able to fulfil 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 and other unexpected circumstances that Kiwi.com cannot reasonably resolve, 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 as of 21 November 2017.

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. 2.15. 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 9. 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. 2.15 hereof within 48 hours after We accept Your payment of the Full Price, We will contact You. We will try to offer You an alternative solution, or You or We may withdraw from the Service Agreement. In case You or We withdraw from the Service Agreement, You will be entitled to a refund of the Full Price in accordance with Art. 5.5 hereof. If we agree on an alternate Flight or another combination of Flights to Your Destination, 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 10. 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 11. Dispute Resolution

1. In cases of disputes the courts of Czech Republic shall have complete jurisdiction over all disputes arising between You and Us.
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). More information on out-of-court settlements of consumer disputes may be found here (<https://evropskyspotrebitel.cz/how-to-submit-your-complaint/>).
3. Pursuant to the 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).
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 to resolve any of Your complaints or suggestions. Kiwi.com s.r.o. is registered with the State of California as a Seller of Travel, Registration Number CST 2130807.

In Brno on 21 November 2017.