

Terms & Conditions

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Article 1. General Provisions and Definition of Terms

- 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 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 (“**Kiwi.com**”, “**We**”, “**Our**”, “**Us**”), and you as Our customer (“**You**”, “**Your**”, “**Yourself**”); (“**You**”, “**Your**” and/or “**Yourself**” can also be used to refer to a passenger to be transported in a plane under the Contract of Carriage).
- Definition of Terms.** The terms in **BOLD** listed below, and used throughout these Terms & Conditions refer to the following:
 - Booking:** means the purchasing process of selected Flight(s), 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 hereunder stated Terms & Conditions and Our immediate performance of Services (iv) sending Us the completed online form (v) and making 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 this Art. 1.2.1 (v) and 3.1 hereof.
 - Contract of Carriage:** means the agreement on carriage and related services concluded between You and the Selected Carrier(s) on the basis of the provisions of Our brokerage services provided upon the Service Agreement in accordance with the provision of Art. 2.13 hereof.
 - Destination:** means the airport 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.

4. **Flight or Flights:** means an offer of carriage by air to the Destination via Selected Carrier(s). We display the offered Flight(s) on Our Website together with the information on departure and arrival airport, Flight time duration and the identification of Selected Carrier. Flight time duration may also include technical stopovers undertaken by the respective operating carrier during the Flight from departure airport to arrival airport 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 Connections:** means a form of carriage wherein You will need to exit the plane at each given airport and either change planes, or re-board, in order to reach Your Destination. In some cases You may also need to change the Selected Carrier when changing aircraft. In case of Flight Connections, We provide You with the [Kiwicom](#) 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 have less than 2 hours to change planes for Flight Connections.
7. **Full Price:** the price that We charge You for the provision of Our Services and the price for the Flight ticket(s). 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 alternative routes on the outbound and inbound leg of a journey to Your Destination; or a form of carriage where the Destination and/or the original place of departure are different on Your return journey: e.g. PRG-DUB, LHR-PRG or PRG-DUB, DUB-BRQ or PRG-DUB, LHR-BRQ.
Alternatively, it can refer to a combination of Flights wherein You spend more than 24 hours in a given city, before continuing Your journey: e.g. PRG-DUB(3 day stay)-JFK & JFK-LHR(2 day stay)-PRG.
9. **Optional Services:** means the additional services related to Your Flight(s) that are offered or permitted by the Selected Carriers and/or any other third party, such as Flight cancellation, preferred meals, checked luggage, preferred seat selection, Flight/passenger's name change, priority boarding, etc. The fee for providing Optional Services is not included in the Full Price.
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, 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 in any circumstances does not constitute a [Kiwicom](#) order number. You should note that when travelling with multiple airlines the PNR may vary between Flights. This also applies to return Flights.
11. **Selected Carrier:** means an airline providing the services of carriage by air 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 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, You must before departure verify the identity of the operating carrier at the airport for the relevant route.
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 optional assistant services in the form of the [Kiwicom](#) Guarantee in 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. The optional assistant 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 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 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 herein stated terms and conditions.
 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.
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 (itinerary, delivery etc.), for which You are requested during the Booking or any time before or after. It is Your responsibility to ensure that all information is correct and updated at the time of the Booking and/or travel. It should also be noted that You must provide all information using Latin script. We are not responsible for any damages, additional cost or any other issues or complications, which may arise as a result of Your failure to provide Us with complete and accurate information.
 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 copyright, trade marks, 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 a right or licence to use any trade mark, design right, database right, copyright or any other right regarding the content in and 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 as the "Trademarks") displayed on the Website are registered and unregistered Trademarks of their respective owners. All Trademarks related to the operating airlines 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, or such third party that may own the Trademarks displayed on the Website. 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 law and the intellectual property and other rights of the relevant third party provider. You acknowledge and agree that the third party content and services and all intellectual property rights subsisting in the third party content and services will remain the property of the relevant third party provider. No part of the third party content and services 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 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 combination on Our Website;
2. Brokerage of the Contract of Carriage between You and the Selected Carrier; and
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. 2.17 hereof.

Beyond the provision of the afore-described Services We provide You with (ii) Our optional assistant services in the form of the [Kiwicom](#) 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. Optional Services. Please note that Our Services do not include the services related to the Optional Services, such as the processing of Your request(s) for the Optional Services and We are not obliged to provide You with these Optional Services. However We may assist You in a reasonable manner with the processing of such request(s) on the basis of separate agreement between You and Us for 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 Optional Services. Optional Services in the form of arranging Flight(s) cancellation and/or processing of the refunds of any kind with the Selected Carrier are charged by additional fee amounting 20 EUR, which will be deducted from the refund of the Flight price and/or other refunds from the Selected Carrier. Shall the amount of the refund be lower than Our fee for an arrangement of Flight cancellation or request for a refund, We will not offer You provision of these Optional Services. Please be informed that the fee stipulated herein does not apply in a case of Flight cancellation and/or request for a refund made in relation to the provision of [Kiwicom](#) Guarantee.

3. 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 provider and We are not liable for any costs incurred and We will not reimburse You for these costs. As such 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 phone calls recording as stipulated in this Art. 2.3 para. (ii) and (iii), Your consent with phone calls audio recording can be withdrawn at any time during communication with Us.

4. 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/eng) and the Data Protection Officer of the European Commission.

5. Service Agreement and Contract of Carriage as two separate legal relationships. You should note that by 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 persons, (i) You and Us on one hand and (ii) You and Selected Carrier on the other, and as such these relationships are regulated by different rules, terms, 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 withdrawal right please see Art. 9.2 hereof). Please note that the stipulation of provision 2.17 regarding exemption from the right for withdrawal from the contract within 14 days from conclusion in accordance to 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 Carrier and namely their terms regarding potential withdrawal or termination from the Contract of Carriage, cancellation and change of the Flight(s), and/or any other changes related to the Flight(s).
6. Storage of the Service Agreements. We store all Service Agreements digitally for Our internal needs. Should You require to see them, please contact Us directly.
7. 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 herein stated Terms & Conditions is legally binding. Translations have been provided purely for user convenience. In the event of discrepancy between a translation and the English master of the herein stated Terms & Conditions, the English master shall prevail.
8. 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 payment 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.
9. Code of Conduct. Throughout the provision of Our Services, We always comply with all applicable laws and regulations of the Czech Republic and 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.
10. 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 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).
11. Territorial Limitations. There are no territorial limitations on the provision of Our Services unless stated otherwise explicitly.
12. 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.
13. We reserve the right to change or cancel any Flights that We offer to You if a Selected Carrier's offer changes (especially if the change concerns the features of the Flight tickets You have selected). If, during the provision of

Our Services, the conditions of carriage are changed by a Selected Carrier, 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.

14. Immediate Performance of the Service Agreement and 14-Days 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-days withdrawal period according to the 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. By conclusion of the Service Agreement between You and Us will be considered as Your request for Our immediate provision of Our Services. This provision of Art. 2.17 hereof does not affect the possibility to withdraw from the Service Agreement under the conditions stipulated in Art. 9.2 hereof.
15. Brokerage of the Contract of Carriage. We are primarily responsible to broker the Contract of Carriage between You and a Selected Carrier. By You 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 carriage of more than one person and/or 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 does not cover any extra services provided by the Selected Carrier in connection with the carriage to the Destination. Subject to the limitation of Art. 2.13 and 9.2 hereof, We must broker the Contract of Carriage for You without unreasonable delay after Our acceptance 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.
16. Power of Attorney. If the Service(s) is 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.
17. 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 a correct and unabbreviated form. We are not liable for 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 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), copy of passport and/or other travel documents required by the Selected Carrier(s) and/or relevant authorities and bring them with You to the airport.

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 Optional 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 on our

Website. Until We receive the payment of the Full Price from You and confirm You its acceptance, We are not obliged to commence the provision of any Service(s).

Article 4. Kiwi.com Guarantee and Additional Services – Delays and Cancellations

In order to bring You the best service possible 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 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 a guaranteed solution to the situation(s) stated above, which may negatively impact Your journey to Your Destination, under the conditions stipulated herein.

However please note that the **Kiwi.com** Guarantee may only apply in cases when Your Flight(s) is rescheduled, delayed or cancelled due to factors which can occur in the standard course of air transportation. As such the **Kiwi.com** Guarantee can be applied limitedly in situations of 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 to departure)

More than 48 hours to 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 a Destination shall be postponed for more than 24 hours after 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 are 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 an 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 both Us and You, at the airport and We will refund You the price of such ticket(s) under the conditions 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 en route to Your Destination under the conditions specified in Art. 5 hereof. This solution is most likely to be offered in case we are unable to offer You a 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 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 this 24 hour, 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 to departure)

Less than 48 hours to 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 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 be postponed for more than 24 hours after 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 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 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 are 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 an 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 both Us and You, at the airport and We will refund 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 a mutually agreed alternative transportation. This option will be determined and agreed to 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 the 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 will refund You the price of such ticket(s) for alternative transportation up to twice the original price of the unused Flight(s) en route to Your Destination. Please note that You are entitled to this refund under the conditions in Art. 5 hereof, only after You provide Us with sufficient 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.

ii We will refund You the price You paid for all the unused Flights en route to Your Destination 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 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 this 24 hours or any shorter term for replies the offer expires and You are not entitled to the [Kiwicom](#) Guarantee anymore in this matter.

2. Multi-destination routes. Should there be a Flight Delay, change or cancellation of the Flight(s) that will impact all of Your Flights on one section of Your journey, We will try to find an alternative route to Your interim Destination. Should this not be possible, and You cannot begin Your journey and have not taken any of the booked Flights within Your route, then a refund for all Flights on that segment of the journey can be applied, in accordance with Art. 5 hereof.
3. Communication and notices. In the absence of evidence of earlier receipt, any of Our notices or other communication sent or otherwise communicated to You is deemed 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 no case 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 earlier communicated to Us. For avoidance of doubts, please note that any of Our notices are deemed given and delivered to You after the lapse of 24 hours of sending Our first notice regarding the matter to Your email, cell 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 [Kiwicom](#) Guarantee is no longer valid.
4. Our Additional 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 [Kiwicom](#) Guarantee. 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 for the night and Your alternative Flight connects after midnight (12pm) and You would need to stay at the airport 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) if you accepted our offer to book a hotel room on behalf of You 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 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. 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€; 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 per passenger booked on Your itinerary through Us. Should You be offered any of the aforementioned alternatives by the airline and/or airport, We are absolved of all responsibility to further compensate and/or reimburse You.

Article 5. [Kiwicom](#) Guarantee and Additional Services – Refunds, Exceptions, Limitations, Claim Recovery

1. [Kiwicom](#) Guarantee Refund Policy. We guarantee to refund You the full or partial price of Flight ticket(s) to Your Destination that You buy solely in accordance with Art. 4 hereof, subject to meeting the following conditions:
 1. The purchased Flight tickets must be for a Flight offered to You by Us (via Our Assistant Services). If You make any changes to the schedule of the flying route booked through Us without Our assistance directly with the carrier without Our previous approval and You encounter problems, the [Kiwicom](#) Guarantee is null and void, and thus, You will not be entitled to any refund from Us;
 2. We must receive Your request for 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 condition stipulated hereof. 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) en route to Your Destination.
2. [Kiwicom](#) Guarantee – Exceptions. If You, after You enter into the Service Agreement with Us, make any changes to the schedule of the purchased Flight(s) other than through Us, Our offer of the [Kiwicom](#) Guarantee described in Art. 4 hereof will automatically expire and You shall have no claim whatsoever to performance by Us of any of the [Kiwicom](#) 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 [Kiwicom](#) 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 [Kiwicom](#) 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 [Kiwicom](#) Guarantee – Force Majeure. Please be informed that the [Kiwicom](#) 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 flight 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 [Kiwicom](#) 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 directly contact 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 to the payment card account that You used to pay Us the Full Price. This can take up to 10 working days; if it 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 money, because We cannot anyhow influence the transfer process of the refund and that responsibility solely lies with the financial institutions responsible for remitting the transaction from Us to You.
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 11th of 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 “**Claims**”) 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 Claims and related cooperation undertaking are a prerequisite to Our obligation to process Your request for use of the [Kiwi.com](#) Guarantee and You agree that the assignment of the Claims is reasonable and adequate consideration for provision of the [Kiwi.com](#) Guarantee.
7. Entitlement of [Kiwi.com](#) to represent You in claim recovery against Selected Carrier(s). Upon the conclusion of the Service Agreement You hereby authorize Us 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 (hereinafter referred 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.

Article 6. Conditions of Carriage

1. You acknowledge that a Selected Carrier’s terms and conditions and conditions of carriage will unconditionally 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.
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, visa, or other travel documents required by any airline, authority, or the Destination, including countries you may just 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 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, 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 it is Your responsibility to ensure that You catch the relevant Flight Connection based on all information available at the airport 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 for You visas 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 some 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 to always 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. 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.
6. Applicability. These Terms & Conditions shall apply to all Service Agreements concluded as of April 5, 2016.
7. 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.

Article 9. Discharge / Extinguishment of Obligations

1. Discharge by Performance. Your 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 Us 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 Us will settle the price difference between the original Full Price and the new Full Price. Such price differences will be payable either 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. Neither 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 to the court, pursuant to the Act No. 634/1992 Coll., on Consumer Protection, as amended, entitled to commence the 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 (coi.cz/en/for-consumer/advice-information-consumer-rights).
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 on-line resolution of consumer disputes accessible at ec.europa.eu/consumers/odr.
4. Prior to commencement of any of the above methods of dispute resolution, You are advised to directly contact Us through Our contact form available at: kiwi.com/content/feedback to resolve any of Your complaints or suggestions.

In Brno on July 26, 2016.