

# Terms & Conditions

## Summary

### INTRODUCTION

### INITIAL BOOKING

### BOOKING MANAGEMENT

### FEES, COSTS, AND CHARGES

### KIWI.COM VIRTUAL FARE CONDITIONS AND CANCELATION SERVICE

### KIWI.COM GUARANTEE

### CUSTOMER SUPPORT SERVICES

### KIWI.COM CREDIT

### SMART TICKETING

### REPRESENTATION AND LIMITED WARRANTY

### DISPUTE RESOLUTION

### GENERAL PROVISIONS

## 1. INTRODUCTION

1.1 These General Terms and Conditions (“**General Terms**”) along with the Refund and Cancellation Policy, available at </en/pages/content/refund> (“**Refund Policy**”), and the Terms of Use, available at </en/pages/content/terms> (“**Terms of Use**”), form the agreement between Kiwi.com and you as the customer (“**Agreement**”). Terms defined in these General Terms shall have the same meaning when used in the Refund Policy or the Terms of Use and vice versa. References to the singular include the plural and vice versa. Unless expressly stated otherwise, any references to articles are references to the articles within these General Terms.

1.2 These General Terms are applicable to services offered and provided by Kiwi.com through the website [kiwi.com](https://kiwi.com) (“**Website**”), the iOS and Android mobile application (“**App**”) which are operated by Kiwi.com (collectively the “**Kiwi.com Platform**”) or by Kiwi.com through other means (e.g. through contact with our customer support team, or through third parties).

### 1.3 Your relationship with Kiwi.com

1.3.1 Whenever we mention “**Kiwi.com**,” “**we**,” “**us**,” and “**our**,” we mean either:

- (a) **Kiwi.com s.r.o.**, with a registered office at Lazaretní 925/9, Zábřovice, Post Code 615 00 Brno, the Czech Republic, Company ID No.: 29352886, registered in the Commercial Register maintained by the Regional Court in Brno, File No. C 74565, Tax ID No. CZ29352886, or
- (b) **Kiwi.com Inc.** with a registered office at 1221 Brickell Avenue, Suite 1115, Miami, Florida, 33131, United States, **if you fulfill the following criteria:** (i) your payment is made by a credit/debit card from Visa or Mastercard and is issued by US bank/registered issuer, and (ii) you make the payment for the respective Kiwi.com Service in USD currency.

1.3.2 When we refer to you as our customer, we use the terms “**customer**,” “**you**,” and “**your**.”

1.3.3 Any other individuals which you include in the Booking or for which you otherwise order any Kiwi.com Services or Third-Party Services shall be referred to as “**Other Passengers**.”

Through completion of a Booking, you represent that you have obtained all the necessary legal authorization and consents from the Other Passengers for us to enter into the necessary agreements with the Third-Party Service Providers on their behalf and to provide Kiwi.com with their personal data.

#### 1.4 Conclusion of the Agreement

1.4.1 The Agreement is concluded between you and Kiwi.com upon completion of a Booking or ordering of any Kiwi.com Service.

1.4.2 If you are a registered user, i.e. you have created an account under our Terms of Use, you have entered into the Agreement for all your future Bookings and you will not be asked to confirm them again before each new Booking. We reserve the right to change these General Terms in the future. In case of any such change, we will inform you about the change and allow you to terminate the agreement with Kiwi.com by deleting your account within a specified period, after which the changes shall be applicable for all new Bookings.

1.4.3 An individual order under this Agreement as further described in these General Terms (“**Booking**”), shall be considered as concluded after you successfully complete all the following steps (“**Booking Process**”):

- (a) selection of the Third-Party Services, Additional Kiwi.com Services, and Virtual Fare Conditions,
- (b) providing Kiwi.com with all the information required by the Kiwi.com Platform,
- (c) confirmation of the Booking via the dedicated action on the Kiwi.com Platform,
- (d) payment of the Booking Price to Kiwi.com.

#### 1.5 Our Services

1.5.1 Kiwi.com operates as a search engine that allows you to search amongst the Carriages of hundreds of different Carriers and provides various related services. Pursuant to the conditions of these General Terms, we provide the following services:

- (a) **Initial Booking** (Section 2),
- (b) **Booking Management** (Section 3),
- (c) **Virtual Conditions** (Section 5),
- (d) **Kiwi.com Guarantee** (Section 6),
- (e) **Customer Support** (Section 7),
- (f) **Refund Handling Services**, which are provided under the conditions of the terms of our Refund Policy. (Services listed in Art. 1.5.1 above to be referred to collectively as the “**Kiwi.com Services**”).

## 2. INITIAL BOOKING

2.1 Kiwi.com enables you to search for offers from various third-party providers of personal transportation acting as traders (“**Carriers**”) for personal transportation (“**Carriage**”) and ancillary services related to the Carriages (“**Carrier Ancillaries**”).

2.2 Kiwi.com also enables you to combine the Carriages and Carrier Ancillaries offered by different Carriers into virtual itineraries (“**Itinerary**”), add further third-party services (“**Ancillary Services**”) related to the Itinerary offered by non-Carrier third-party service providers acting like traders (“**Ancillary Service Providers**”) as well as certain additional services related to the Itinerary provided by Kiwi.com (“**Additional Kiwi.com Services**”).

2.3 Carriage, Carrier Ancillaries, and Ancillary Services shall be referred to collectively as the “**Third-Party Services**.” Carriers and Ancillary Service Providers shall be referred to as the “**Third-Party Service Providers**.” Your orders of the Third-Party Services with the individual Third-Party Service Providers shall be referred to as the “**Third-Party Service Reservations**.”

2.4 Upon completion of the Booking, you instruct Kiwi.com to broker the conclusion of all the various contracts with the Third-Party Service Providers on your behalf and provide you with all the

necessary information to duly enjoy the Third-Party Services. The contracts concluded in your name on your behalf with the Carriers in accordance with your Booking shall be referred to as the “**Contracts of Carriage**” and the orders with the Carriers shall be referred to as the “**Carrier Reservations**.”

2.5 Under the conditions of your Booking and this Agreement Kiwi.com brokers conclusion of the Contracts of Carriage on your behalf between you and the Carriers. That means that you will become the party to the Contracts of Carriage and will be bound by their terms and conditions. It is your responsibility to familiarize yourself with the terms and conditions of the Contracts of Carriage and by completing the Booking, you declare that you have done so. This shall also apply to any other Carrier Reservations done on your behalf under this Agreement (e.g. as part of the Kiwi.com Guarantee).

## 2.6 Virtual Details

2.6.1 You hereby acknowledge and agree that for the purpose of reservation of the Third-Party Services, we may create a virtual email address and payment details dedicated to your Booking which shall be used while reserving the Third-Party Services (“**Virtual Details**”).

That means that we may:

- (a) provide this virtual email address to the Carriers and other Third-Party Service Providers, and
- (b) use the virtual payment details to pay the Carrier Reservation Price to the Carriers and the price for the Third-Party Services to the Third-Party Service Providers.

2.6.2 Furthermore, you acknowledge these Virtual Details to be your personal data and agree with the fact that these Virtual Details shall be transferred to the Carriers as your personal data while making the Carrier Reservations. That means that where the Carriers require the email address and payment details of the customer, we shall use these Virtual Details. For any cases where the Carriers might require the provision of the customer data as provided to us by the customer, you declare that these Virtual Details are provided by you to Kiwi.com.

2.6.3 The fact that we provide the Third-Party Providers with the Virtual Details also means that any information and payments from the Third-Party Providers shall be received by Kiwi.com and passed on to you according to the conditions of these General Terms and the Refund Policy.

2.7 **Virtual Interlining.** One of the core advantages of Kiwi.com is our ability to combine flights into virtual itineraries where you can use connecting Carriages of Carriers who do not cooperate together (“**Virtual Interlining Itineraries**”) and therefore often travel for cheaper prices. When constructing the Virtual Interlining Itineraries, we use our best knowledge and effort to make sure that there is enough time to transfer and to cover the potential schedule changes, delays or cancellations, we offer our customers the option to buy the Kiwi.com Guarantee (Section 6). However, when choosing a Virtual Interlining Itinerary, you should be aware of the following:

- 2.7.1 during the layovers, you will need to collect and re-check your luggage, and
- 2.7.2 you will probably need to go through customs and government checks so you might need to have any visas or other required documentation, and fulfill other local entrance requirements to be able to enter the countries in your layover destinations.

## 2.8 Fare Lock

2.8.1 The prices of Carriages are highly dynamic and tend to change often. To protect you and give you protection against this price volatility, Kiwi.com may offer to lock the price of a specific itinerary that you have found through the Kiwi.com Platform for a certain time period (“**Locked Term**”). Unless specified within the offer otherwise, the Locked Term shall be 72 hours from the moment of your confirmation and payment of the fee as specified below.

- 2.8.2 The protection against the changes shall apply up to a certain price difference which will be communicated to you within the offer (“**Locked Limit**”). If the Reservation Price changes within the Locked Term and the increase is lower or equal to the Locked Limit, you will be able to complete the Booking for the original price of the Carriages offered which was displayed to you at the time when you locked it.
- 2.8.3 If you complete the Booking with the locked price, the price difference shall be deducted from or added to the Kiwi.com Service Fee. The locked price shall be only be applicable to the specification of the Booking as selected at the time of the confirmation and payment of the Fare Lock Fee - if you add Third-Party Services or select other paid additions in the Booking Process while completing the locked Booking, the overall Booking Price will change.
- 2.8.4 In consideration of this option, you will be required to pay a reservation fee in the amount specified within the offer (“**Fare Lock Fee**”). This fee shall be considered as a deposit for the Booking Price. That means that if you decide to finish the Booking within the Locked Term, the Fare Lock Fee shall be deducted from the Booking Price. If you do not complete the Booking within the Locked Term, the Fare Lock Fee shall be forfeited.v
- 2.8.5 Should the price difference at the time of your attempt to complete the Booking be higher than the Locked Limit, we shall refund you the Fare Lock Fee. The terms of the Refund Policy shall apply. We reserve the right to offer you to pay the difference exceeding the Locked Limit and complete the Booking anyway.

### 3. BOOKING MANAGEMENT

#### 3.1 The Booking Management consists of:

3.1.1 receiving all communication from the Third-Party Service Providers related to ordered Third-Party Services, processing the received communication, choosing the important information necessary for your enjoyment of the ordered Third-Party Services, and providing you with this information via our communication channels,

3.1.2 performing online check-in with the Carriers in your Booking on your behalf and on the behalf of the Other Passengers based on the information which you provided us with for this purpose and information which was otherwise collected about you or might be apparent from any of our previous interactions.

3.2 We shall only have the obligation to perform the check-in according to the Art. 3.1.2 if you provide us with all the required information within the periods specified by us within the Kiwi.com Platform.

3.3 As part of the Booking Management, as offered by us, upon your request and payment of respective prices as charged by the Third-Party Service Providers and as possible under your contractual relationship with the Third-Party Service Providers or agreements between the Third-Party Service Providers and Kiwi.com, we shall:

3.3.1 process changes of your Third-Party Service Reservations, and

3.3.2 process your requests to order further Third-Party Services. (The services listed above to be referred to collectively as the “**Additional Booking Management Services**.”).

3.4 For the provision of the Additional Booking Management Services, we shall have the right to a fee the amount of which will be communicated to you before your confirmation and payment of this service (“**Processing Fee**”). When we offer to make additional Carrier Reservations on your behalf as part of the Additional Booking Management Services, the displayed price shall include the Carrier Reservation price and a Kiwi.com Service Fee.

3.5 For the performance of the Booking Management and Additional Booking Management services, you hereby authorize Kiwi.com to perform any and all actions on your behalf necessary to provide these services or, should Kiwi.com deem necessary to do so, to ensure the successful provision of

the ordered Third-Party Services by the Third-Party Service Providers to you to best match the specification of your Booking, incl. any necessary communication with the Third-Party Service Providers in our name or your name.

- 3.6 In an effort to offer you the best prices for the Carriages, in some cases, we make the Carrier Reservations via channels or third parties which do not allow us to give you access to the user interfaces of the Carrier Reservations (e.g. Global Distribution Channels or Booking Partners). In such cases, you will have to process all your requests with the Carriers through our Additional Booking Management Services.
- 3.7 **Compensations recovery referral.** Upon completion of your Booking, you instruct us to provide you with services of claim recovery referral. For the purpose of provision of the referral, you hereby instruct us to assess your eligibility for any compensation claim and to infer (under our sole discretion) that it is appropriate to refer to you to the services of a third-party company AirHelp Germany GmbH (“AirHelp”). If we conclude that you might be eligible for compensation by the Carriers, we will send you an invitation to order compensation enforcement services from AirHelp. You are not obliged to have your claims enforced this way. The fee for the services provided by AirHelp shall be governed by your agreement with AirHelp.

#### 4. FEES, COSTS, AND CHARGES

- 4.1 The price which you pay for the Booking (“**Booking Price**”) consists of:
- 4.1.1 the price of the Carriage and Carrier Ancillaries (“**Carrier Reservation Price**”) which is paid to the Carriers for the completion of the Carrier Reservations,
  - 4.1.2 the price of the Ancillary Services (“**Ancillary Services Price**”) which is paid to the Ancillary Service Providers for the reservation of the Ancillary Services,
  - 4.1.3 the fee for the Kiwi.com Services (“**Kiwi.com Service Fee**”) which consists of, as applicable,
    - (a) the fee for the reservation of the Carriage and Carrier Ancillaries,
    - (b) the fee for the reservation of the Ancillary Services, and
    - (c) the fees for the Additional Kiwi.com Services (e.g. Kiwi.com Guarantee), higher tiers of customer support services (Section 7), Virtual Guarantee Conditions or other Kiwi.com Services selected in the Booking Process.
- 4.2 The breakdown of the Booking Price into the Carrier Reservation Price, the Ancillary Services Price, and the Kiwi.com Service Fee is available to you during the Booking Process and is displayed by hovering over the “Total.”. The Carrier Reservation Price is further broken up into the price of the Carriage (base fare) and the Carrier Ancillaries. In some cases, the Kiwi.com Service Fee has a negative value. That means that Kiwi.com is actually subsidizing the price to offer you a lower Booking Price.
- 4.3 **Prices of Carriage**
- 4.3.1 Although we always try to have the most accurate and up-to-date information about the Carrier Reservation Prices, these prices tend to be very volatile and sometimes may even change within seconds after you finish your Booking. Therefore, we cannot always guarantee that the price which we display to you in the Booking Process is the price which is offered at that exact moment by the Carriers.
  - 4.3.2 Once you complete the Booking, we subsequently try to order all the Third-Party Services which you have chosen, including the individual Carriages. However, the Carrier Reservation Price for which we manage to purchase those Carriages might change in the meantime and therefore be a little different from the price which was displayed to you in the Booking Process. If there is a reasonable difference (within our discretion) between the price which was displayed to you in the Booking Process and the actual Carrier Reservation

Price, Kiwi.com shall complete the Carrier Reservation anyway and the difference shall be added to or deducted from the Kiwi.com Service Fee.

4.3.3 Furthermore, even if you choose connecting Carriages offered by a single Carrier (e.g. a return flight), we generally order individual one-way Carriages to each of the destination airports in your Booking. That means that the displayed Carrier Reservation Prices will be a combination of the one-way Carriages as offered by the Carrier and therefore might be in a given instance slightly different from the price of the connecting Carriage offered by the Carrier.

4.4 **Price Change.** As explained in Art. 4.3.1, sometimes, the Carrier Reservation Prices change in the time between your completion of the Booking and our attempt to complete the Carrier Reservations on your behalf. To a certain degree, Kiwi.com shall cover the difference. However, if the price difference exceeds our internally determined ratios, we will ask you to pay the difference. If you do not agree to such a payment, we will refund you the whole Booking Price that you have already paid to us in accordance with Art. 2 of the Refund Policy.

## 5. KIWI.COM VIRTUAL FARE CONDITIONS AND CANCELATION SERVICE

5.1 Kiwi.com offers Carriages from many different Carriers who set different conditions for the schedule changes and cancellations of the Carriages initiated by the customers as well as different conditions for refunds of the Carrier Reservation Prices for canceled flights. To make these terms unified, Kiwi.com provides you with specific conditions under which you may reschedule or cancel the Carriages in your Booking under pre-agreed conditions between you and Kiwi.com (“**Virtual Fare Conditions**”).

5.2 This means that based on the choice of the Virtual Fare Conditions during the Booking Process, Kiwi.com will provide you with different offers for the provision of Additional Booking Management services and Refund Handling Services (as defined in the Refund Policy), which relate to the rescheduling or rebooking of Carriages (“**Rebooking Service**”) and cancellation of Carriages (“**Cancellation Service**”) g. The specific parameters of the individual Virtual Fare Conditions of the Cancellation and Rebooking Services shall be detailed to you during the Booking Process.

5.3 Virtual Fare Conditions exist solely between you and Kiwi.com. Your acceptance of the Virtual Fare Conditions does not have any effect on the rights and obligations between you and the Carriers. Therefore, even if you do not have the right to reschedule or cancel the Carriage under the selected Virtual Fare Conditions, you still might have those rights under your Contract of Carriage. If you choose to exercise your rights under the Contract of Carriage with the Carrier yourself without the assistance of Kiwi.com, the Virtual Fare Conditions shall not apply. However, please be aware that due to the nature of our services, as explained in Art. 3.6, it might not always be possible to give you all the necessary information which the Carrier might require for the verification of your identity on its usual communication channels and customer interaction points.

### 5.4 **FEE FOR THE CANCELLATIONS AND REFUND PROCESSING – READ CAREFULLY**

5.4.1 If you order the Cancellation Service, in consideration of the guaranteed refund amount as indicated in the Booking Process, Kiwi.com shall have the right to a fee in an amount based on the selected type of Virtual Fare Conditions (“**Cancellation Service Fee**”) as follows:

- (a) If you have selected the limited cancellation Virtual Fare Conditions (Saver & Standard or equivalent packages), Kiwi.com shall have the right to a fee equal to €10 less than the Carrier Reservation Price (or an equivalent amount in the currency in which you paid the Booking Price). That means that **Kiwi.com shall refund you €10** (or an equivalent amount in the currency in which you paid the Booking Price).
- (b) If you have selected the flexible cancellation Virtual Fare Conditions (Flexi or equivalent package), Kiwi.com shall have the right to a fee equal to 10% of the

Booking Price. That means that in case of a cancellation, **Kiwi.com shall refund you 90% of the Booking Price.**

5.4.2 Once you order the Cancellation Service, Kiwi.com shall pay you the guaranteed amount up-front and deduct the Cancellation Service Fee from any amount which it will receive from the Carrier after the cancellation of the Carriage. Should Kiwi.com receive nothing or less than the Cancellation Service Fee, it waives the right to the difference between the recovered amount and the Cancellation Service Fee.

5.4.3 The Cancellation Service shall be considered as a Refund Handling Service under the Refund Policy and the conditions of its Section 3 shall apply.

## 5.5 Rebooking Service

5.5.1 If you order the Rebooking Service, Kiwi.com shall make a new Carrier Reservation on your behalf according to your specifications under the following conditions:

- (a) If you have selected the limited rebooking Virtual Fare Conditions (Saver or equivalent packages), you will be required to pay the whole Reservation Price and an additional Kiwi.com Service Fee;
- (b) If you have selected the flexible rebooking Virtual Fare Conditions (Standard & Flexi or equivalent packages), you will only be required to pay the difference between the price of your original Carrier Reservation and the new Carrier Reservation. Should the price of the new Carrier Reservation be lower than the original Carrier Reservation, we will make it on your behalf at no additional cost.

5.5.2 Under the flexible rebooking Virtual Fare Conditions, you will have the right to order the Rebooking Service under the Art. 5.5.1(b) only once. Once you do, any other orders of Rebooking Service will be available under the conditions of Art. 5.5.1(a). Furthermore, if your Virtual Fare Conditions also included flexible cancellation, upon ordering the Rebooking Service under the Art. 5.5.1(b), you will lose the right to order the Cancellation Service under the conditions of the Art. 5.4.1(b) and will only have the right to order it under the conditions of the Art. 5.4.1(a).

## 6. KIWI.COM GUARANTEE

6.1 Kiwi.com Guarantee is a paid Additional Kiwi.com Service offered by Kiwi.com to provide its customers with extra protection in case of

6.1.1 cancellations of your Carriage,

6.1.2 delays, or other events caused by the Carrier, the airport, or the authorities which are capable of preventing you from boarding one or more Carriages in your Itinerary or

6.1.3 schedule changes of the ordered Carriages (“**Disruptions**”) the conditions of which are further defined in this Section 6 (“**Kiwi.com Guarantee**”).

6.2 You may purchase Kiwi.com Guarantee prior to the completion of your Booking for a fee that shall be displayed or otherwise communicated to you within the offer. If Kiwi.com offers you the purchase of the Kiwi.com Guarantee after the completion of your Booking, unless explicitly stated otherwise within the offer, the following shall apply:

6.2.1 if there is any indication about the expiration of the offer, it shall remain valid for a specific period as indicated in the offer, otherwise, it shall be considered as a one-time offer only and shall expire if you don't react to it or otherwise dismiss it,

6.2.2 the offer shall be invalidated in case a Disruption occurs on one or more of the Carriages in your Booking,

6.2.3 if you purchase the Kiwi.com Guarantee after the Disruptions on one or more of the Carriages has already happened but Kiwi.com had not yet been informed about the Disruption by the Carrier, we shall have the right to withdraw from the agreement on the

Kiwi.com Guarantee and will not be obliged to provide any fulfillment under this Section 6.

In such a case, we shall refund you the purchase price for Kiwi.com Guarantee.

6.3 Upon purchase of the Kiwi.com Guarantee, in case of any Disruption, depending on the remaining time until the departure of the Carriage at which such Disruption is communicated to us, according to further conditions set out within this Section 6, you will have the rights as follows:

6.3.1 If we learn about the Disruption 48 hours or more before the departure of the first Carriage in your Itinerary ("**Scenario A**"), you will have the right to one of the fulfilments under Art. 6.5.

6.3.2 If we learn about the Disruption 48 hours or less before the departure of the first Carriage in your Itinerary ("**Scenario B**"), you will have the right to one of the fulfilments under Art. 6.6.

6.4 **Scenario A – More than 48 hours before departure.** Under Scenario A, you will have the right to choose one of the following options:

6.4.1 Refund in Kiwi.com Credit. Upon confirmation of your choice, Kiwi.com shall immediately award you with the Kiwi.com Credit equivalent to the value of the Booking Price.

6.4.2 Free assisted refund. Via confirmation of this option, you are ordering the Refund Handling Service under the conditions of Art. 3.4.3 of the Refund Policy for which Kiwi.com shall not charge any Refund Handling Fee. That means that we shall request the refund from the Carrier and we will send it to you after we receive it according to the conditions of the Refund Policy.

6.4.3 Arrangement of an Alternative Carriage. As soon as we learn about the Disruption, we will try to search for an alternative Carriage or a combination of Carriages that would allow you to successfully reach your destination according to the specification of your Booking ("**Alternative Carriage**"). Upon your confirmation of this option and, if required, payment of the price difference (as detailed below), we shall proceed to order these Alternative Carriages. Conditions of Section 2 shall apply correspondingly. For the arrangement of the Alternative Carriage, we may ask you for additional charges under the following conditions:

(a) If the Carrier Reservation Price of the Alternative Carriage is equal or lower than the Carrier Reservation Price of the Carriages in your original Itinerary, we will add the Alternative Carriage to your Booking at no additional charge.

(b) Should the Carrier Reservation Price of the Alternative Carriage exceed the Carrier Reservation Price of the Carriages in your original Itinerary, we will offer you to add such an Alternative Carriage to your Booking for the additional fee equal to the difference between the two prices.

6.5 **Scenario B – Less than 48 hours before departure.** Under Scenario B, you will have the right to choose one of the following options:

6.5.1 Arrangement of an Alternative Carriage under the conditions described in Art. 6.5.3, or

6.5.2 Refund. Kiwi.com shall give you a choice of either a monetary refund or refund in the Kiwi.com Credit equivalent to the value of:

(a) the Booking Price if the Disruption was communicated to us either by you or the Carrier prior to the departure of the first Carriage in your Itinerary, or

(b) the price paid to Kiwi.com for the unused Carriages if the Disruption was communicated to us either by you or the Carrier after the departure of the first Carriage in your Itinerary.

6.6 Kiwi.com reserves the right to offer you additional fulfilments under Kiwi.com Guarantee at its sole discretion. In such a case, Kiwi.com shall make it clear that these additional options are offered as a fulfillment under the Kiwi.com Guarantee. For any such offers, the conditions of this Section 6 shall apply.



6.7 The individual options under Scenario A and Scenario B as described above are going to be presented to you through the Kiwi.com Platform or by our staff via our customer support communication channels. The choice might be time-limited and in case of expiration of the time period indicated by Kiwi.com in the offer, you will lose the right to the fulfillments under this Section 6.

**6.8 ASSIGNMENT OF YOUR RIGHTS – READ CAREFULLY**

6.8.1 Upon confirmation of any of the options under the Kiwi.com Guarantee as defined in the Art. 6.5, 6.6, or 6.7 offered to you by Kiwi.com in any way, you assign to Kiwi.com all your rights, titles, and claims against all the Carriers in the Booking where the Kiwi.com Guarantee was offered, arising in connection with any Disruptions in those Carriages to a refund of the Carrier Reservation Price under your Contract of Carriage, general contract law, or based on:

- (a) 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 (“**EC261**”),
- (b) Regulation (EU) No. 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending regulation (EC) no 2006/2004,
- (c) Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers’ rights and obligations, or
- (d) any similar applicable national or international act (law, ordinance, regulation, treaty, precedent etc.) that gives you similar rights, titles or claims to a refund against Carriers in case of a Disruption (“**Disruption Claim**”).

6.8.2 For the avoidance of doubt, the Disruption Claim shall always include only the claims to a refund of the Carrier Reservation Price and not any other possible claims, such as the compensations under Art.7 EC261.

6.8.3 You agree to provide with all reasonably requested authorizations, documentation and assistance in order to enable us, or our authorized subcontractors, to enforce, challenge, or otherwise process the Disruption Claims.

6.8.4 Should the amount received through successful enforcement of the Disruption Claims exceed our expenses connected to the fulfillment provided in accordance with the Art. 6.5, 6.6, or 6.7, we will transfer to you the difference upon your request.

6.8.5 Please note that we waive the assignment of the Disruption Claims to the extent to which you accept the offer for the provision of services consisting of enforcement of the Disruption Claims by any Third-Party Service Providers, e.g., company AirHelp Germany GmbH, provided that such Third-Party Services were acquired through Kiwi.com.

**6.9 Limitations of the Kiwi.com Guarantee.** Under certain conditions, your rights under this Section 6 shall be limited or completely inapplicable. **PLEASE READ THIS SECTION CAREFULLY.**

6.9.1 **Force majeure.** Kiwi.com Guarantee does not apply to cases of Disruptions caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken. Such circumstances may, in particular, occur in cases of war, pandemic, political instability, meteorological conditions, governmental restrictions and recommendation incompatible with the operation of the Carriage, security and health risks, unexpected transport safety shortcomings, and strikes that affect the operation of an operating air carrier, a significant limitation of airport(s), bus and train station(s) and/or other transition places operation, as well as bankruptcy, and/or insolvency or termination of 50% or more of all Carriages of the Carrier or any other effect which significantly limits or disables the Carrier to provide its services. Unless specifically agreed otherwise, in the

case of force majeure, we shall have no obligations to provide you with any of the fulfillments described under this Section 6 and you shall not have the right to any of the rights defined therein.

**6.9.2 Visa or Travel Document issues.** Kiwi.com shall not be obligated to provide any fulfillment under this Section 6 in case of a Disruption arising out of your failure to ensure that you have all the correct and adequate passport documentation with sufficient validity to cover your entire Itinerary, visas, or other travel documents required by any Carriers or authorities of the country of your departure, your destination country and any countries through which you transiting and whose laws apply to you.

**6.9.3 Changes to your Reservations of Carriages.** If you make any changes to the reservation of your Carriages directly with the respective Carriers without obtaining prior agreement from Kiwi.com which a) change the schedule of any Carriages in your Booking, b) change customer contact details or c) add a checked bag to a No-Checked-Bag Itinerary (see Art. 9.4), you will lose your rights under this Section 6.

**6.9.4 Missing the first Carriage.** If you fail to board the first Carriage in your Itinerary due to a situation that is not a Disruption, you will lose your rights under this Section 6.

## **6.10 Transfer Protection**

**6.10.1** Because we do not want to leave our customers stranded, we offer limited protection against Disruptions even to the customers who did not purchase the Kiwi.com Guarantee where the Disruption is communicated to us by the customer, the Carrier or we otherwise discover it less than 1 hour prior to the departure of the first Carriage in the Itinerary under the conditions further specified in this Art. 6.10 (“**Transfer Protection**”). The Transfer Protection is not provided for Bookings consisting of Carriages offered by the Carriers as part of a single reservation issued on a single ticket (e.g. single PNR flights).

**6.10.2** Under the Transfer Protection, you will have the right to either the arrangement of an Alternative Carriage or the free assisted refund, as defined by the Art. 6.5.2 & 6.5.3. For these fulfillments, the conditions of Section 6 shall apply to the same extent as if it was a fulfillment under the Kiwi.com Guarantee. The conditions for the assignment of rights according to the Art. 6.8 do not apply.

**6.10.3 Limitation to the Transfer Protection.** You will lose your rights under the Transfer Protection if you do not comply with any of the following rules:

- (a) you have to contact us via one of our customer support channels, with an exception for email, as soon as possible after you find out about the disruption, but no later than 24 hours after the original time of the departure of the Carriage affected by the Disruption,
- (b) you have to respond to our offer as soon as possible, but no later than 24 hours after this offer is communicated to you,
- (c) if it is requested from you by Kiwi.com, you need to submit any receipts which you want reimbursement for within 14 days after the original time of the departure of the Carriage affected by the Disruption.

## **7. CUSTOMER SUPPORT SERVICES**

**7.1** Kiwi.com generally provides you with digital tools via the Kiwi.com Platform which allows you to solve various issues which you might face in relation to your Booking. However, we understand that these tools might not always have the right solution for you, or you just prefer contact with a live agent. For such cases, we provide text and voice channels to raise questions or requests with our customer support team.

**7.2** In the Booking Process, you have the option to choose the level of our customer support services which govern what communication channels with our customer support team will be available to

you in relation to the Booking and what will be your relative priority while calling our customer support via phone. The Basic services are provided by default and are included in the Kiwi.com Service Fee. The Plus and Premium services are provided upon purchase for an additional fee specified in the Booking Process.

#### 7.2.1 Basic services

- (a) You will have the option to contact our customer support via the respective features of the Kiwi.com Platforms and via phone under the conditions described within the Kiwi.com Platforms.
- (b) The customers with Plus and Premium services will have a higher priority in the waiting queues while calling our customer support via phone.

#### 7.2.2 Plus services

- (a) You will be able to use the same communication channels as with the Basic services plus you will be able to contact our customer support via email.
- (b) You will have a higher priority in the waiting queues while calling our customer support via phone than customers with Basic services but lower than customers with the Premium services.

#### 7.2.3 Premium services

- (a) You will be able to use the same communication channels as with the Plus services.
- (b) You will have a higher priority in the waiting queues while calling our customer support via phone than customers with Basic and Plus services.

## 8. KIWI.COM CREDIT

- 8.1 Kiwi.com Credit is untransferable, irredeemable credit with assigned value usable exclusively by you for the full or partial payment of the Bookings and other Kiwi.com Services (“**Kiwi.com Credit**”).
- 8.2 The Kiwi.com Credit shall be accredited to you in cases defined by the General Terms, the Refund Policy, or under an agreement concluded between you and us in a specific case. In some circumstances, solely within the discretion of Kiwi.com, Kiwi.com Credit might also be accredited to you by the unilateral choice of Kiwi.com. In case you have the right to the Kiwi.com Credit under the Agreement, we shall accredit it to you without undue delay after we assess that your right to them is given. We reserve the right to delete Kiwi.com Credit which was accredited to you by a mistake or without fulfillment of the contractual or other conditions that would give you the right to the Kiwi.com Credit.
- 8.3 Please note that the Kiwi.com Credit is inseparable from your Kiwi.com Account (as defined in the Terms of Use). The information about the Kiwi.com Credit at your disposal is accessible via the relevant sections of the Kiwi.com Platform. Your email address provided by you in relation to this Booking is interconnected with your credit account and necessary for signing into the section of the Kiwi.com Platform.
- 8.4 If the Kiwi.com Credit is accredited in relation to your Booking, it shall be in the currency of the original Booking. Otherwise, Kiwi.com shall have the right to choose the currency of the accredited Kiwi.com Credit. The currencies of the Kiwi.com Credit are not exchangeable. Kiwi.com Credit of multiple currencies may be accredited to your account.
- 8.5 You may use your unexpired valid Kiwi.com Credit available in your Kiwi.com Account as the non-monetary payment method to pay for the Bookings and other Kiwi.com Services. In case of such payment, the value of your Kiwi.com Credit shall be deducted from the price up to its full amount. Once the given value Kiwi.com Credit is used as a payment method for Kiwi.com Services, it loses its validity and cannot be used again.
- 8.6 The use of the Kiwi.com Credit shall be subject to the following conditions:
  - 8.6.1 It can only be used for payments within the Kiwi.com Platforms,

- 8.6.2 You must be registered and signed in to the Kiwi.com Account in relation to which you were accredited by the particular Kiwi.com Credit,
- 8.6.3 You must opt for the use of the Kiwi.com Credit on the payment step (if and as available for that particular payment),
- 8.6.4 For a single payment, only Kiwi.com Credit denominated in one currency may be used (as per your selection). We reserve the right to enable you to combine the Kiwi.com Credit of multiple currencies to pay for the single Booking – in such case, the Kiwi.com Credit denominated in a different currency than the currency of the purchased Booking shall be converted using predefined up-to-date exchange rates (you will be informed about the rates before the final confirmation of your payment).
- 8.6.5 The currency in which the price is denominated shall be automatically changed in order to correspond to the currency of the Kiwi.com Credits which you select;
- 8.6.6 If the value of the Kiwi.com Credit available in your Kiwi.com Account is not sufficient to cover the whole price to be paid, you must pay the difference using any other payment method supported by us for such purpose, as available (note: the alternative payment methods such as PayPal, Sofort or China Union Pay are not combinable with the Kiwi.com Credit);

#### **8.7 Restrictions of the Kiwi.com Credit.**

- 8.7.1 The Kiwi.com Credit is valid for 24 months after it was accredited. Once the validity of the Kiwi.com Credit expires, it shall be forfeited permanently.
- 8.7.2 The Kiwi.com Credit may be used solely as defined in the Agreement and may not be sold, bartered, exchanged, or otherwise transferred to any third party without the prior consent of Kiwi.com.
- 8.7.3 The Kiwi.com Credit is not refundable, convertible to money, or any other performance unless stated expressly in this Agreement.
- 8.7.4 PLEASE NOTE THAT THESE TERMS DO NOT CONSTITUTE ANY LEGAL CLAIM FOR THE KIW.COM CREDIT OR THEIR REIMBURSEMENT OR COMPENSATION FOR THEM.
- 8.7.5 Unless expressly agreed by Kiwi.com, with an exception for purchase of Kiwi.com Services in the context of legitimate use in business operations, it is prohibited to use Kiwi.com Credit for any commercial activity of you or any third party.

- 8.8 Without prejudice to other legal claims available to us, any breach of the terms of the Agreement, wilful misuse of the Kiwi.com Credit for your commercial activities, or in detriment of us, or in a fraudulent manner may result in invalidation and permanent forfeiture of all your Kiwi.com Credit without prior notice and any compensation.

### **9. SMART TICKETING**

- 9.1 Sometimes, the pricing policies of the Carriers do not make a lot of sense and a return Carriage may be cheaper than a one-way Carriage or a connecting Carriage through a certain destination to be cheaper than a direct Carriage to that destination. You may use those policies to your benefit and travel for a cheaper price. If you purchase Carriages where you intend to finish your trip at a place that is not the last airport on the itinerary or if you purchase a return Carriage and intend to use only the outbound portion, we call it a “**Smart Ticket**”.
- 9.2 While searching for available Carriages throughout the internet, we sometimes come across such instances of pricing irregularities and may offer you to add the Smart Tickets into your Booking through the Kiwi.com Platforms. Where we do so, we will make this clear to you through a clear label and explanation. You should be aware that certain Carriers seek to prevent this practice and impose restrictions and measures in their Contracts of Carriage concerning the Smart Tickets. If you intend to purchase a Smart Ticket, we recommend that you check the Contracts of Carriage of your chosen Carriers before you complete the Booking.

- 9.3 If you ever find yourself in a situation where a legal claim is brought against you by a Carrier in relation to the Smart Tickets in your Booking due to the alleged breach of the Carrier's contractual clauses which are considered unbalanced, disproportionate, or abusive, let us know and we will try to offer you assistance. Such assistance may be e.g. reimbursement of the costs of your legal expenses, assistance in the legal proceeding, or reimbursement of the amount claimed by the Carrier. Provision of any such assistance is entirely at our discretion and we will decide based on the individual circumstances of your case. Furthermore, a prerequisite to any assistance under this Article is your full cooperation and timely provision of all required information.
- 9.4 **No-Checked-Bag Itinerary.** Sometimes, we also offer special Itineraries with limited possibility to include a checked bag due to short layover times or other limitations (“**No-Checked-Bag Itinerary**”). This is communicated to you before you make the Booking. For No-Checked-Bag Itineraries, it is not possible to add checked luggage through the Kiwi.com Services and you should not try to add them directly with the Carriers. If you do, we are not responsible for any financial or other obligations which might arise from you not being able to board your Carriages or you losing your luggage.

## 10. REPRESENTATION AND LIMITED WARRANTY

- 10.1 We represent and warrant to you, that we shall provide the Kiwi.com Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and shall devote adequate resources to meet our obligations under the Agreement.
- 10.2 The limitations or disclaimers of liability under this Section 10 are only applicable to your case to the extent possible under the applicable law.
- 10.3 We shall not be liable for a breach of the warranty set forth in Article 10.1 unless you give notice of the defective services, reasonably described, to us within 14 days of the time when you discover, or should have discovered, that the services were defective.
- 10.4 Subject to Article 10.3, we shall either:
- 10.4.1 arrange for a new reservation of Third-Party Service to fit the specifications of your Booking; or
  - 10.4.2 refund the prices for any defective parts of the Kiwi.com Services at the pro-rata basis.
- 10.5 THE REMEDIES SET FORTH IN ARTICLE 10.4 SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN ARTICLE 10.1.
- 10.6 EXCEPT FOR THE GUARANTEE SET FORTH IN SECTION 6 AND THE WARRANTY IN ARTICLE 10.1 ABOVE, WE DO NOT MAKE ANY OTHER WARRANTIES/GUARANTEES WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE PROVISION OF THE CUSTOMER SUPPORT SERVICES DOES NOT IMPLY ANY OUR OBLIGATION, REPRESENTATION, OR WARRANTY REGARDING THE PROVISION OF ANY REQUESTED INFORMATION, COMMUNICATION, OR SERVICES THAT IS NOT SET FORTH EXPLICITLY IN THE AGREEMENT.
- 10.7 PLEASE NOTE THAT WE RESERVE THE RIGHT TO PROVIDE YOU (UNDER OUR SOLE AND EXCLUSIVE DISCRETION) WITH MORE FAVORABLE TERMS AND CONDITIONS OF THE KIW.COM SERVICES OR ANY OTHER SERVICES PROVIDED UNDER THE AGREEMENT THAN THOSE WE ARE OBLIGED TO FOLLOW HEREUNDER. WE MAY DO SO ON AN INDIVIDUAL BASIS OR WITHIN ANY TIME- AND/OR TERRITORY-LIMITED CAMPAIGN, BUT ALWAYS WITHOUT ANY PREJUDICE TO THE FUTURE TREATMENT OF YOU OR ANY OTHER OF OUR

CUSTOMERS, OR WITHOUT ESTABLISHING THE BINDING PRACTICE PREVAILING THE RULES SET FORTH HEREIN. AT ANY TIME WE MAY CEASE TO PROVIDE OR MODIFY SUCH BENEFICIAL TREATMENT UNDER OUR SOLE AND EXCLUSIVE DISCRETION, NEVERTHELESS, WITHOUT AFFECTING THE BENEFITS ALREADY PROVIDED.

#### 10.8 Disclaimer of liability

- 10.8.1 We are not liable for any damage, harm or loss arising out of any actions or omissions of the Carriers or other third parties in connection with the Carriages. Nor are we liable for any damage, harm, or loss arising out of your actions or omissions that are contrary to these General Terms or the Contracts of Carriage concluded between you and the Carriers.
- 10.8.2 We shall bear no responsibility for any damage and other negative consequences, such as denied boardings, cancellations of the Carrier Reservations, cancellations of loyalty programs of the Third-Party Service Providers, etc., related to the fact that we have brokered the Third-Party Services with the Third-Party Service Providers (especially Carriers) under the conditions of these General Terms and conditions chosen in the Booking.

### 11. DISPUTE RESOLUTION

11.1 **Jurisdiction.** In cases of disputes with Kiwi.com s.r.o. the courts of the Czech Republic shall have complete jurisdiction over all disputes arising between you and us, unless provided by the mandatory applicable laws otherwise.

#### 11.2 Consumer disputes.

11.2.1 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 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 the 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://www.coi.cz/en/information-about-adr/>).

11.2.3 Pursuant to EU Regulation No. 524/2013, EU consumers are also entitled to commence the out-of-court settlement of consumer disputes online through the ODR platform for the online resolution of consumer disputes accessible at ([ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr)).

11.2.3 Prior to the commencement of any of the above methods of dispute resolution, please try to contact us through our contact form available at: [Kiwi.com/content/feedback](http://Kiwi.com/content/feedback) first to resolve any of your complaints or suggestions.

11.3 **US dispute resolution — mandatory arbitration.** Where applicable, for claims arising in the United States in relation to you as the US consumers contracting with Kiwi.com, Inc., for any claim, dispute, or controversy arising out of or in connection with or relating to the Agreement or Bookings or alleged breach thereof the following terms shall apply:

11.3.1 you and we agree to present all claims, disputes, and controversy in good faith to one another, giving each party enough time to evaluate the claim and respond accordingly, before commencing any arbitration or court proceedings;

11.3.2 you and we agree that all claims (contractual and extra-contractual) may be resolved within 60 days of your notice to us, and claims that are not resolved within that timeframe can be resolved through mandatory arbitration as described below.

11.3.3 THE CLAIMS, DISPUTES, AND CONTROVERSIES NOT RESOLVED UNDER ART. 11.3.1 AND 11.3.2, WILL BE SUBMITTED BY EITHER YOU OR US TO BINDING ARBITRATION IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, UNITED STATES OF AMERICA UNDER

THE COMMERCIAL RULES THEN IN EFFECT FOR THE AMERICAN ARBITRATION ASSOCIATION (AAA), EXCEPT AS PROVIDED HEREIN. THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF AND WAIVE ANY VENUE OBJECTIONS AGAINST SUCH TRIBUNAL.

11.3.4 Within thirty (30) days of receipt of the notice of intent to arbitrate, we shall agree on the appointment of a single arbitrator. If no arbitrator is appointed by either you or us within the provided times or any extension of time which is mutually agreed upon, AAA will make such appointment upon the request of either you or us within thirty (30) days of such request from the AAA National Roster of Arbitrators (Commercial Panel). The award rendered by the single arbitrator will include costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses, and judgment on such award may be entered in any court having jurisdiction thereof. Nothing stated here is deemed to be preventing either party from seeking injunctive relief with the relevant court having jurisdiction over the parties and the matter of dispute. The single arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of the Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. This agreement to arbitrate is governed by the Federal Arbitration Act, not state law. Once demand for arbitration is made, any court proceeding regarding the same dispute is to be stayed pending the outcome of the arbitration.

11.4 **US dispute resolution — Opting out of mandatory arbitration.** YOU MAY CHOOSE TO OPT OUT OF ARBITRATION UNDER ART. 11.4 AND PURSUE YOUR CLAIM(S) IN COURT BY NOTIFYING US OF YOUR INTENT TO DO SO WITHIN 30 DAYS FROM THE DATE YOU AND WE CONCLUDED THE SERVICE AGREEMENT (the "**Opt-Out Deadline**"). You may opt out of these arbitration procedures by sending an email with your name, booking number, and travel dates via email to cslegal@kiwi.com. IF YOU WISH TO DO SO, YOU MUST OPT OUT OF ARBITRATION FOR EACH BOOKING MADE WITH US. If you do not inform us of your intent to opt out in the manner described above by the "Opt-Out Deadline", you will be unable to pursue the claims against us in court.

11.5 **US dispute resolution — Class actions and jury trials.**

11.5.1 YOU AND WE, EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, REPRESENTATIVE, OR CONSOLIDATED ACTION. If a court or arbitrator determines in an action between you and us that any part of this Class Action Waiver is unenforceable with respect to any claim, the arbitration agreement and Class Action Waiver will not apply to that claim, but they will still apply to any and all other claims that you or we may assert in that or any other action.

11.5.2 IF YOU OPT-OUT OF THE ARBITRATION PROVISION BY NOTIFYING US AS SPECIFIED in Art. 11.5, THIS CLASS ACTION WAIVER PROVISION WILL NOT APPLY TO YOU. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements in Art. 11.5.

11.5.3 YOU AND WE, EACH WAIVE ANY RIGHT TO A JURY TRIAL even for claims resolved in court.

## 12. GENERAL PROVISIONS

12.1 **Failure to provide the services.** If we fail to make the Carrier Reservations or order other Third-Party Services according to the specifications of your Booking within a reasonable time after you

complete the Booking (e.g. for issues on the side of the Third-Party Service Providers, issues on your side or our technical issues), we reserve the right to either:

12.1.1 contact you and try to find an alternative solution which would satisfy your needs and settle the differences between the original price and the price of the alternative,

12.1.2 or cancel the Booking and refund you the Booking Price.

**12.2 Exclusion of the 14-Day Withdrawal Period.** Given the character and nature of the Kiwi.com Services, you shall not have the right to withdraw from the Agreement within a 14-day period after its conclusion, or at any time thereafter, even if you are a consumer residing in an EU member state. The directive 2011/83/EU on consumer rights granting the right to withdraw from the contract to consumers is not applicable to the Agreement under the exception provided by the Art. 3.3.(a) of the directive 2011/83/EU on consumer rights. Also, we will start providing Kiwi.com Services immediately after completion of your Booking, i.e. before the expiration of the 14-day withdrawal period according to directive 2011/83/EU on consumer rights and your completion of the Booking will be considered as your request for and the explicit consent with the immediate provision of the Kiwi.com Services.

**12.3 Communication.** Whenever these General Terms or any applicable laws give us a duty to inform you about any matter, unless explicitly specified in these General Terms or the applicable laws otherwise, such duty shall be considered as fulfilled if we deliver this information to your sphere of influence. For the avoidance of doubt, as duly delivered shall be considered any information:

12.3.1 sent via email, SMS or mobile push notification,

12.3.2 communicated to you by our employees or agents telephonically, or

12.3.3 displayed within the user interface of the Kiwi.com Platforms, including the help-desk or chat messaging features, internal notifications, announcement banners, etc.

**12.4 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 during your Carriages. 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 our services, you might be required to obtain transit visas in order to check-in for the connecting Carriages.

**12.5 Severability.** If any of the provisions of the Agreement is found to be invalid or ineffective, the other remaining provisions shall remain fully valid and effective to the extent that they are not dependent on such an invalid or ineffective provision. In such an event, any invalid or ineffective provision shall be replaced with a new, valid and effective one that corresponds to the intent and purpose of the provision that is being replaced.

**12.6 Governing Law.** The 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.

**12.7 Force majeure.** In case we are prevented, delayed, or hindered from commercially reasonable fulfillment of any of our contractual or other obligations towards you, due to reasons of force majeure, including, but not limited to factual, technical, political, economic, meteorological circumstances, including but not limited to acts of God, natural disasters, epidemics, wars, civil conflicts, protests, riots, blackouts, strikes, any governmental or regulatory action, outage or restrictions of supplies of goods or services, restrictive travel orders and recommendations and other circumstances that [kiwi.com](https://www.kiwi.com) cannot reasonably influence and resolve, either or not foreseeable by us, we are exempt from any derived legal responsibilities arising from such deficiencies or non-compliances related to the effect of force majeure.

**12.8 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



cardholder. Until successful verification, our obligation of immediate commencement of the provision of the Kiwi.com Services is suspended. In this event, your funds will be blocked at the bank and therefore we will not withdraw them. Until such an issue is resolved, the provision of the Kiwi.com Services shall be suspended.

12.9 **Seller of Travel.** Kiwi.com, Inc. is registered with the:

12.9.1 State of California as a Seller of Travel, Registration Number CST 2130807. California law requires certain sellers of travel to have a trust account or bond. Kiwi.com, Inc. has a trust account.

12.9.2 State of Washington as a Seller of Travel, Registration Number 604456736 001 0001.

12.9.3 State of Iowa as a Seller of Travel.

12.9.4 State of Florida as a Seller of Travel, Registration Number ST 42135.

12.10 **Applicability and amendments.** These General Terms shall apply from 28 May 2022. We reserve the right to amend these General Terms, Refund Policy, or Terms of Use at any time, and without prior consultation with our customers. If you have concluded this Agreement by creating the Kiwi.com Account as described in 1.4.2, we will inform you about any changes to these General Terms with sufficient time before their applicability, and give you the option to withdraw from the contract.