

TERMS AND CONDITIONS OF SERVICE PROVISION BY ELECTRONIC MEANS AND CONTRACTUAL TERMS AND CONDITIONS

VERSION 1.10 EN

Pursuant to Article 8(1)(1) of the Polish Act on Service Provision by Electronic Means of 18 July 2002 (Journal of Laws of 2002 No 144, item 1204, as amended), GIVT Sp. z o.o. with its registered office in Warsaw hereby sets out the terms and conditions of service provision by electronic means (hereinafter Terms and Conditions) through the Website and the GIVT Hotline, and lays down the terms and conditions of the GIVT Service Agreement.

TERMS AND DEFINITIONS

§ 1

Wherever used in the Terms and Conditions and in the contractual terms and conditions, the following terms shall have the following meanings:

1. **Secure Protocol SSL** – protocol used for secure transmission of an encrypted stream of data;
2. **Client's Bank** – the bank at which the Client's bank account, as specified by the Client, is kept;
3. **Price List** – a list of fees for the provision of the Services by GIVT. The Price List is an integral part of these Terms and Conditions and of the contractual terms and conditions;
4. **Cookies** – small text files sent by the web server and kept by the browser on the hard drive of the Client's computer;
5. **Working Day** – a day from Monday to Friday that is not a public holiday;
6. **Application Form** – request to conclude an Agreement submitted by the Client by electronic means through the Website or the GIVT Hotline and then preserved in the ICT system, subject to verification by GIVT;
7. **GIVT** – the entity providing services by electronic means as well as traditionally, i.e. GIVT Sp. z o.o. with its registered office in Warsaw, ul. Wołoska 22/22a, 02-675 Warszawa, whose files are kept by the Warsaw District Court in Warsaw, 13th Commercial Division of the National Court Register, entered in the Register of Entrepreneurs of the National Court Register under the KRS (National Court Register) number 0000637036, with a share capital of PLN 616,200, NIP (tax identification number) 521-374-78-14, REGON (Polish business statistical number) 365394387;
8. **GIVT Hotline** – the telephone service providing information about the Services and accepting the submission of Application Forms, operating under the telephone number stated on www.givt.com in the Contact section;
9. **Client** – a natural person Consumer using the Website, the GIVT Hotline, or the GIVT Services, and also an entity which concludes or concluded the Agreement with GIVT and an entity on behalf of and for which such an Agreement was concluded;
10. **Consumer** – a natural person conducting a legal transaction not connected directly with its economic or professional activity;
11. **GIVT Rate** – the applied exchange rate between the Foreign Currency and the Base Currency. The GIVT Rate is applicable only for payments made to Clients in a Foreign Currency. The conversion will take place based on the ECB's average exchange rate for the currency in question as of the working day preceding the receipt of the Compensation from the Obligor;
12. **Compensation** – the amount of money paid by the Obligor in connection with a Claim;

13. **Net Compensation** – the Compensation paid by the Obligated less the Commission, calculated in accordance with § 9;
14. **GIVT Partner** – an attorney-at-law working with GIVT in the performance of the Agreement, authorised to provide legal assistance according to applicable laws and codes of ethics of an attorney-at-law, or another entity in the business of debt collection;
15. **GIVT Business Partner** – a commercial entity that based on a contractual relationship with GIVT commits to redirect their client base to GIVT’s website to fill out an Application Form;
16. **Commission** – GIVT’s remuneration for Agreement performance. The Commission amount is specified in the Price List;
17. **Complaint** – any claim directed to GIVT by the Client, regarding his or her objections relating to provision of services by electronic means or the performance of the Agreement;
18. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
19. **Claim** – a demand for the Obligated to pay the compensation due based on Regulation (EC) No 261/2004 for flight delays; flight cancellations; denied boarding; or other losses arising from the violation of an air carriage agreement;
20. **Regulation (EC) No 261/2004** – Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, or other legal acts providing a basis for claiming damages for the breach of terms and conditions of the air carriage contract and/or Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal on 28 May 1999;
21. **Website** – a set of interrelated web pages available at www.givt.com. The Owner of the Website is GIVT Sp. z o.o. with registered office in Warsaw (02-675), ul. Wołoska 22/22a;
22. **Service provision by electronic means** – service performance which takes place through data transmission and receipt using ICT systems, at the Client’s individual request, without simultaneous presence of the parties, whereby the data is transmitted via public networks within the meaning of the Polish Telecommunications Law of 21 July 2004 (Journal of Laws of 2004 No 171, item 1800, as amended);
23. **Service Agreement (Agreement)** – an agreement for claiming compensation for breach of the air carriage agreement, performed based on a power of attorney granted to GIVT and/or GIVT Partners by the Client (hereinafter: “Agreement with POA”), or a contract on fiduciary assignment of the amounts owed as compensation for breach of the air carriage agreement (hereinafter: “Agreement with Assignment”), whereunder the Client makes a fiduciary assignment of the Amount Owed to him or her to GIVT, and GIVT undertakes to perform the fiduciary activities for the purpose of recovering the money in its own name but for the account of the Client, without the need for a power of attorney. The Agreement is entered into between the Client and GIVT in accordance with the terms hereof;
24. **Service** – a set of actions taken by GIVT or a GIVT Partner based on the Agreement to make the Obligated satisfy the Claim;
25. **GIVT Services** – services defined in § 3 of the Terms and Conditions;
26. **Foreign Currency (FCY)** – a currency other than the Base Currency. The Foreign Currency of the payment is always chosen by the Client;
27. **Base Currency** – Euro (EUR);
28. **Amount Owed** – amount of money due to the Client from the Obligated under the Claim, which shall be transferred to GIVT by way of an Agreement with Assignment;

29. **Obliged** – an entity who is a party of the air carriage agreement concluded with the Client and who has the obligations specified in Regulation (EC) No 261/2004.

SUBJECT MATTER OF THE REGULATION

§ 2

1. These Terms and Conditions define:
 - a. the types and scope of GIVT Services provided by electronic means;
 - b. the technical requirements for compatibility with the ICT system used by GIVT;
 - c. the general rules of using the Website, the GIVT Hotline and the GIVT Services;
 - d. the procedure for handling the Claim and concluding the Agreement;
 - e. the terms and conditions of the Agreement;
 - f. the Complaint handling procedure.
2. The Terms and Conditions apply to the Application Form and to the Agreements concluded via the Website or the GIVT Hotline.
3. In matters not governed by these Terms and Conditions or the contractual terms and conditions, the generally applicable laws, in particular those regarding contracts of mandate in the Polish Civil Code, shall apply.

TYPES AND SCOPE OF SERVICES PROVIDED BY ELECTRONIC MEANS

§ 3

1. As regards pursuing claims for damages from air carriers, GIVT provides the following GIVT Services by electronic means:
 - a. provides information about the Services offered;
 - b. makes it possible to submit the Application Form;
 - c. verifies the compliance of the Claim with Regulation (EC) No 261/2004.
2. Information about the products available to the Client is available in the electronic form on the Website www.givt.com and through the GIVT Hotline.
3. The GIVT Services referred to in § 3(1) hereof, provided by GIVT to the Client, are free of charge and represent a stage preceding the conclusion of an Agreement referred to in § 6 with the Client.

TECHNICAL REQUIREMENTS FOR COMPATIBILITY WITH THE ICT SYSTEM USED BY GIVT

§ 4

1. All Internet users have access to the Website.
2. To be able to use the Website properly, users must have access to the Internet and use the latest versions of internet browsers: Chrome, Firefox, Facebook in-app Browser, IE, WebKit Mobile, Opera, Safari.
3. The Internet browser must have Java Script support and cookies enabled.
4. GIVT ensures secure data transfer which always takes place by means of a Secure Protocol SSL.

5. GIVT is not liable for any technical problems or technical limits occurring in the computer equipment used by the Client which may prevent or hinder the Client from using the Website and the GIVT Services offered through it.

6. GIVT reserves the right to temporarily discontinue GIVT Services, whether entirely or partially.

7. GIVT has all rights, in particular all copyright, in the Website and in the structure of the databases contained thereon.

GENERAL RULES OF USING THE WEBSITE, THE GIVT HOTLINE AND THE GIVT SERVICES

§ 5

1. The Client shall use the Website and the GIVT Hotline in accordance with the Terms and Conditions, the generally applicable laws, general rules of use of the Internet and in particular in a manner that does not violate the rights of third parties and GIVT's rights and interests.

2. The Terms and Conditions are provided to the Client free of charge at www.givt.com/en/regulations, before the conclusion of the Agreement, in a way which makes it possible to obtain, read, print and record them. The Client shall become familiar with the text of the Terms & Conditions.

3. The Client's use of the Website or GIVT Hotline means that the Client agrees to all the Terms and Conditions. The acceptance of the text of the Terms and Conditions by the Client also means that the Client has received and is familiar with the information referred to in Article 39 of the Polish Consumer Rights Act of 30 May 2014 (Journal of Laws of 2014, item 827).

4. A Client who uses the Website or the GIVT Hotline has to be at least 18 years old.

5. If the Application Form is submitted on behalf of third parties, the Client making the submittal is responsible for being properly authorised to represent such parties.

6. The Client is responsible for providing correct data, also when making the submittal on behalf of third parties in line with § 5(5) hereof.

7. No unlawful, offensive, fake or misleading content may be provided.

8. The Client shall be exclusively liable for any consequences of providing false, inaccurate, incomplete or misleading data.

9. The Client may stop filling out the Application Form at any time, and thus decide against the verification carried out within the GIVT Service.

CLAIM HANDLING PROCEDURE AND CONCLUSION OF THE AGREEMENT

§ 6

1. The Application Form is made available without any commitments and must not be treated as an Agreement or an offer. Submission of the Application Form is completely free of charge.

2. Any data and files necessary to verify if the Claim is justified need to be submitted via the Website, transferred through the GIVT Hotline or by electronic means in an e-mail sent to info@givt.com.

3. The Client sending the Application Form expresses his or her wish to conclude the Agreement and warrants that he or she is authorised to conclude the Agreement with GIVT or holds a valid authorisation to represent a third party.

4. The Agreement is deemed concluded the moment when, once the Claim is verified as justified, GIVT presents an offer to conclude an Agreement with POA or an Agreement with Assignment to the Client and the Client accepts its terms and conditions by sending the following to GIVT in an electronic form:

- a. a signed power of attorney in the event of an Agreement with POA; or
- b. a signed Agreement with Assignment.

If the Client fails to send the signed power of attorney to GIVT or a signed Agreement with Assignment, GIVT is entitled to take further actions by contacting the Client in connection with the submitted Application Form (request referred to in Article 6(1)(b) of the GDPR) in order to conclude the Agreement.

5. GIVT reserves the right to refuse to enter into an Agreement without cause.
6. After the Agreement is concluded, the Client shall provide, at GIVT's every request, the originals of all documents indicated by GIVT as necessary to perform the Service, subject to § 6(7) hereof.
7. If the Client is unable to submit the flight ticket, the Client authorises GIVT to download an electronic ticket from the Obligated, and represents that such actions will not violate the rights and freedoms of any third parties.
8. Where the originals of the documents and/or data indicated by GIVT are not supplied at any request of GIVT, and the lack thereof makes it impossible to process the Claim, GIVT shall have the right to terminate the Agreement effective immediately by way of a notice provided to the Client by electronic means or by post and retains the right to seek damages from the Client for improper performance of the Agreement.

TERMS AND CONDITIONS OF THE AGREEMENT

§ 7

1. The Service Agreement on the provision of services by GIVT for the Client may be concluded as:
 - a. an Agreement with POA;
 - or
 - b. an Agreement with Assignment.
2. The terms and conditions of an Agreement with POA are defined by these Terms and Conditions and the Agreement is performed based on a power of attorney granted by the Client to GIVT and/or GIVT's Partners.
3. The terms and conditions of an Agreement with Assignment are defined in these Terms and Conditions and in the Agreement form signed by the Client electronically. As a result of the Agreement, the Client makes a fiduciary assignment of the Amount Owed to GIVT, and GIVT undertakes to perform the fiduciary activities to recover the money in its own name but for the account of the Client, without the need for a power of attorney.
4. GIVT reserves the right to choose the form of the Agreement to be offered to the Client.
5. The provisions of clauses § 7(6) through § 7(11) are the same for both Agreement types.
6. The Agreement is concluded for the time to completely enforce the Claims from the Obligated, whether in pre-trial, court and debt collection proceedings, as a compensation for:
 - a. flight delay;
 - b. flight cancellation;
 - c. denied boarding;
 - d. other losses arising from breach of an air carriage agreement.
7. In performance of the Agreement, GIVT shall manage the case in a manner that guarantees obtaining the highest possible Compensation in the shortest possible time and shall:
 - a. professionally analyse if there are actual and legal grounds for pursuing the Claims against the Obligated;
 - b. represent the Client or collect the Amounts Due in its own name at the stage of pre-trial negotiations with the Obligated and before the authority responsible for enforcing compliance with provisions of Regulation (EC) No 261/2004 or an entity resolving disputes with consumers within Alternate Dispute Resolution (ADR);
 - c. pursue the Claims in court where justified;
 - d. keep the Client informed about the performance of the Agreement by contacting the Client on the e-mail address or mobile phone number specified by the Client. Thereby, the Client agrees to be sent any correspondence by GIVT and GIVT's Partners working at its request through the

electronic channel in connection with the case, with the exception of any documents connected with termination or rescission of the Agreement.

8. If the Obligated fails to pay the Compensation or to make an acceptable offer within the prescribed period, GIVT is entitled to initiate court or administrative proceedings in order to recover the Compensation, without the need to obtain consent from the Client.
9. In the case referred to in clause § 7(8), GIVT undertakes to cover:
 - a. the fee of the attorney during the trial;
 - b. the stamp duty on the power of attorney;
 - c. court fees;
 - d. costs of substitute attorney or travel expenses of the attorney related to travelling to the trials.
10. If the judgement awards the Compensation or another benefit covered by the Agreement, GIVT is entitled to be reimbursed for all the court fees actually paid by GIVT or GIVT Partners and any other expenses on the itemised cost list as well as for the fee of the substitute attorney during the trial plus interest, if any.
11. If a separate power of attorney is required for representation before the court or another public administration body, the Client shall grant such a power of attorney, even if he or she has already concluded an Agreement with Assignment with GIVT.

§ 8

During the term of the Agreement, GIVT is the only entity authorised to receive any Compensation obtained from the Obligated in any pre-trial, court and enforcement proceedings, unless this contradicts any consumer laws binding upon the Client.

§ 9

1. GIVT shall transfer the Net Compensation to the Client not later than 14 working days after GIVT's bank account is credited with the Compensation amount, provided that GIVT has complete details allowing it to transfer the money to the Client's bank account. The Net Compensation shall then be transferred to the bank account indicated by the Client.
2. In consideration for Agreement performance, GIVT has a right to a Commission, subject to § 9(5) and § 7(10) hereof.
3. Clause § 9(2) hereof shall not apply to Clients who have concluded an Agreement with GIVT through GIVT's Business Partner and where such Clients were informed of any commission other than that specified in the Price List prior to the conclusion of the Agreement through the GIVT Hotline or e-mail.
4. The Commission is calculated on any payments, discounts, concessions, vouchers, etc. received from the Obligated in connection with the Claim as a result of or in relation to the activities undertaken by GIVT or by GIVT Partners, except for the costs referred to in § 7(10) hereof, which shall be repaid to GIVT in whole according to the rules laid down therein.
5. If the Obligated satisfies the Claim covered by the Agreement, including any incidental dues, e.g. late payment interest, GIVT is entitled to be paid (keep) any and all such paid incidental dues.
6. Regardless of the currency in which the Compensation is paid by the Obligated, GIVT shall pay the Client the Net Compensation in either the Base Currency or the Foreign Currency, where:
 - a. if the Client indicated the Base Currency, then the amount of the Net Compensation paid to the Client shall be calculated according to the following formula:
Compensation amount in Base Currency minus (Compensation amount in Base Currency x Commission rate);
 - b. if the Client indicated a Foreign Currency, then the amount of the Net Compensation paid to the Client shall be calculated according to the following formula:
[Compensation amount in Base Currency minus (Compensation amount in Base Currency x Commission rate)] x GIVT Rate.
7. If the Obligated pays the Compensation directly to a bank account (or any bank accounts) other than GIVT's bank account, the Client undertakes to immediately, but in no case later than within 7 working days, notify GIVT of such a payment and of its amount, and to submit to GIVT any related documents received from the Obligated. GIVT shall calculate and inform the Client of the Commission amount to which GIVT is entitled, with the calculations to be made as follows:

- a. if the Compensation was paid in the Base Currency, the amount of the Commission-based remuneration due to GIVT shall be calculated according to the following formula:
Compensation amount in Base Currency x Commission rate + awarded court fees and costs and incidental dues (if applicable);
- b. if the Compensation was paid in a Foreign Currency, the amount of the Commission-based remuneration due to GIVT shall be calculated according to the following formula:
Compensation amount in Base Currency x Commission rate x GIVT rate + awarded court fees and costs and incidental dues (if applicable);
8. The Client shall pay such Commission to GIVT not later than 7 working days after receiving the information specified in § 9(7) hereof.
9. If the Client fails to provide GIVT with the payment information as indicated above, then the value of the Commission shall be calculated according to the following formula:
Claim in the amount indicated in Regulation (EC) No 261/2004 for the distance between the departure airport and arrival airport x Commission rate + awarded court fees and costs and incidental dues (if applicable);
10. A Client who fails to notify GIVT of the receipt of the Compensation directly from the Obligated, in breach of clause § 9(7), shall pay GIVT a contractual penalty as specified in the Price List, on the basis of a debit note issued by GIVT. GIVT shall be entitled to seek damages in excess of the stated contractual penalty on general terms, in particular to claim the Commission-based remuneration to which GIVT is entitled.
11. GIVT shall in no case be responsible for any currency charges and/or bank fees or transaction costs imposed on the Client by the Client's Bank.

§ 10

1. The Client represents that on the Agreement date he or she:
 - a. is entitled to a Claim from the Obligated as a result of breach of an air carriage agreement;
 - b. has not filed any Claims covered by the Agreement against the Obligated;
 - c. has not hired any other entity to perform the subject of the Agreement and shall not do so during the term of the Agreement;
 - d. has not waived his or her Claims in respect of the subject of the Agreement, in particular on a basis of a settlement or any other agreement;
 - e. has not concluded any agreement with the Obligated which would reduce the Claims covered by the Agreement and also has no debt towards the Obligated that would give the Obligated a right to mutual set-offs;
 - f. is aware that GIVT shall be entitled to decide how to perform the Agreement and as such GIVT may reject e.g. a settlement proposal partially recognising the debt or a voucher, unless GIVT decides that a more favourable resolution of the case for the Client is unlikely or impossible;
 - g. is aware that GIVT, during the term of this Agreement, is the only entity entitled to accept the Compensation from the Obligated, unless this is in violation of any consumer laws binding upon the Client;
 - h. has secured the co-passengers' consent to include them in the Claim;
 - i. will immediately forward any information they may have concerning the subject of the Agreement to GIVT, as well as any documents and declarations requested by GIVT which, in GIVT's assessment, will be useful for the performance of the Agreement.

For an Agreement with Assignment, the Client additionally represents that he or she:

- a. is entitled to transfer the title to the Amount Owed and that the Amount Owed does not have any legal defects, is not a collateral for any claims of third parties, and that his or her right to transfer the Amount Owed is not excluded or limited contractually or by generally applicable laws;
- b. the Amount Owed covered by the fiduciary assignment has not been seized in any proceedings to secure claims or in any enforcement proceedings and is not covered by any composition proceedings or bankruptcy proceedings;
- c. the Amount Owed being transferred has not been a subject matter of any other assignment contract;

- d. will not take any actions to collect the Amount Owed directly from the Obligor during the entire term of the Agreement with Assignment.
2. The Client undertakes to notify GIVT if any of the above declarations are inaccurate before entering into the Agreement. Based on such notification from the Client, GIVT will decide whether to accept or reject the Client's case.
3. The Client shall:
 - a. not conclude, without prior notification of and acceptance from GIVT, any settlement or any agreement to sign the settlement, and shall not waive his or her Claims towards the Obligor;
 - b. promptly provide GIVT with any information he or she may have about the subject of the Agreement and any documentation and declarations requested by GIVT that will be useful for the performance of the Agreement;
 - c. grant any powers of attorney to GIVT and GIVT Partners as may be necessary for proper performance of an Agreement with POA. The Client revoking one or another power of attorney entitles GIVT to terminate the said agreement effective immediately and to claim from the Client all costs incurred in order to perform the Agreement, calculated for the day of effective termination of the Agreement with POA.

§ 11

1. Both GIVT and the Client may terminate the Agreement in line with the following:
 - a. GIVT may terminate the Agreement effective immediately the moment it establishes that there are no legal and/or actual grounds to perform it. If this happens, GIVT shall not charge the Client with any costs of the case;
 - b. GIVT may terminate the Agreement effective immediately as soon as any of the representations or commitments in § 10 made by the Client are found to be inaccurate or when the Client fails to provide the documents or data requested by GIVT by the specified deadline and may charge the Client with all costs incurred in relation to the performance of the Agreement, calculated for the day of effective termination of the Agreement;
 - c. if the Client terminates the Agreement e.g. in order to hire GIVT's competitor to collect the claims under the Agreement, GIVT shall have the right to charge the Client with any costs incurred in the performance of the Agreement, calculated for the day of effective termination of the Agreement. The above right of GIVT shall be without prejudice to the right to claim damages according to general terms.
2. Agreement termination must be made in writing or otherwise remain null and void. Notice of Agreement termination should be sent by regular post to GIVT's address.

COMPLAINT HANDLING PROCEDURE

§ 12

1. The Client may send any Complaints connected with the performance of the Agreement by e-mail or by post to GIVT's address.
2. GIVT shall review a Complaint and answer the Client within 14 days from the day of its receipt.
3. No Complaints shall be satisfied that are filed in connection with any defects, faults and irregularities connected with Service use if they result from:
 - a. the Client's errors or mistakes;
 - b. malfunction of the Internet browser or telecommunication connections;
 - c. too low capacity or throughput of the Client's telecommunication connections;
 - d. any activity of third parties for whose conduct GIVT is not responsible.

MISCELLANEOUS

§ 13

1. GIVT notes that a Client who is a consumer may rescind the Agreement without cause by submitting a relevant written statement within 14 (in words: fourteen) days of the Agreement date. To meet that

deadline, it is enough to send, before the expiry thereof, a rescission notice made according to the template provided by GIVT to the Client along with a confirmation of Agreement conclusion and the text of these Terms and Conditions.

2. The Terms and Conditions shall be effective as of the day of their publication on the Website and shall apply to any Agreements concluded with GIVT.
3. GIVT reserves the right to amend the Terms and Conditions. Any new Terms and Conditions shall apply exclusively to new Agreements, concluded after the effective date thereof.
4. Should any of these Terms and Conditions or any provision of the Agreement be or become invalid, illegal or unenforceable, this shall not affect the validity of the other provisions of the Terms and Conditions or the Agreement.
5. In any matters not regulated by the Agreement, provisions of the Polish Civil Code shall apply.
6. Unless otherwise required under mandatory laws, these Terms and Conditions and the Agreement shall be governed by Polish law.
7. Personal data are processed in accordance with the GDPR and other generally applicable personal data protection laws. Detailed data processing rules are laid down in the Privacy Policy.
8. By stating the personal data of the Recommending Person at the moment of submitting a claim on the Website or through the GIVT Hotline, the Client agrees for the Recommending Person to be notified about the final resolution of the case, i.e. about the receipt of or failure to obtain the money for the Client. Giving one's data while reporting a claim means consenting to the processing of such data in accordance with Article 6(1)(a) of the GDPR so that the Recommending Person can be awarded a bonus.
9. Submitting a claim on the Website or through the GIVT Hotline means that the Client understands and accepts all the Terms and Conditions.
10. The Polish language version of these Terms and Conditions and Agreement shall prevail in the case of any discrepancies between such a version and any other language version.

Price List

Commission and Fees	Rate
1. Submission of an Application Form	EUR 0
2. First bank transfer to the Client	EUR 0
3. Commission for Agreement performance if the Compensation from the Obligor is obtained within the complaint procedure against the Obligor without involving any third parties in the debt collection, i.e. at the first stage of the complaint process against the Obligor	29% (in words: twenty-nine percent), inclusive of VAT
4. Commission for Agreement performance if the Compensation from the Obligor is obtained with the involvement of third parties, such as a GIVT Partner, a supervisory authority, an entity resolving disputes with consumers within Alternative Dispute Resolution (ADR), a common court or a third party involved in the collection of the Compensation, i.e. at the second stage of the complaint process against the Obligor. For the avoidance of doubt, the second stage of the complaint process starts as soon as the Obligor, at the stage of the complaint procedure, refuses to pay the full amount of the compensation due under Regulation (EC) No 261/2004 or fails to respond within 30 days after complaint submission	49% (in words: forty-nine percent), inclusive of VAT
5. Penalty fee paid on top of relevant Commission if the Obligor paid the Compensation to a bank account other than the GIVT bank account and the Client failed to notify GIVT about the receipt of the Compensation directly from the Obligor (within 7 days) as required by these Terms and Conditions	EUR 25 + Late payment fee
6. Return bank transfer	EUR 25 and any fees deducted by any external banks
7. Second (and subsequent) bank transfer to the Client	EUR 25*
8. Late payment fee (% of the Compensation) if the Compensation was paid to a bank account other than the GIVT bank account and the Client failed to pay GIVT the Commission due and any other costs and dues (if applicable)	1% per month

*bank transfers in a Foreign Currency will be calculated based on the GIVT Rate