



REGULATIONS FOR THE PROVISION OF ELECTRONIC SERVICES CONTAINING THE CONDITIONS FOR ASSERTING COMPENSATION CLAIMS FOR ANY BREACH OF THE TERMS OF THE AIR TRANSPORT AGREEMENT

Pursuant to Art. 8 Sec. 1 Clause 1 of the Act of 18 July 2002 on providing electronic services (Journal of Laws of 2002 no. 144, item 1204, as amended) GIVT sp. z o.o. with its registered office in Warsaw sets the following terms and conditions of providing electronic services via the Website and Information Line of GIVT.

DEFINITIONS

§1

The following terms used in the Regulations for the provision of electronic services (hereinafter referred to as the "Terms and Conditions") shall have the following meaning:

1. **SSL Protocol** – a protocol designed for secure transmission of encrypted data;
2. **Client's Bank** – a bank where the account indicated by the Client for payment from GIVT is held;
3. **Cookies** – small text files sent from a website server and stored on the Client's hard drive;
4. **Business Day** – Monday through Friday, excluding public holidays;
5. **Claim Report Form** (report form) – an electronic application submitted by the Client via the Internet or Information Line of GIVT to enter into Agreement, stored in the ICT system and subject to verification by GIVT;
6. **Information Line of GIVT** – a telephone service which offers information about the Services of GIVT, through which clients may submit a Claim Report Form, available under telephone number 600-103-103;
7. **Consumer** – a natural person who enters into a legal transaction not directly associated with its business or professional activity;
8. **Reference** – a natural person who is a consumer and is designated by the Client submitting a claim via the Website or Information Line as the person who recommended the Service Provider's services to the Client;
9. **SEPA Payment** (Single Euro Payments Area) – a European bank transfer denominated in EUR and performed by banks in the Single Euro Payments Area;
10. **Complaint** – each statement directed by the Client to the Service Provider related to its reservations about the electronic services;
11. **Website** – a number of interrelated web pages available at www.givt.com which make it possible to access the Internet based on the use of ICT equipment. The Website is owned by GIVT sp. z o.o. with registered office in Warsaw at ul. Olkuszka 7;
12. **Providing electronic services** – provision of a service that involves sending and receiving data via ICT systems, upon request of the Client, without concurrent presence of the parties, where the data is transmitted via public networks as defined in the Act of 21 July 2004 on Telecommunications Law (Journal of Laws of 2004 no. 171, item 1800, as amended);
13. **Services Agreement (Agreement)** – agreement on pursuing claims for compensation for breach of an air transport contract, made between the Consumer and GIVT sp. z o.o. in accordance with these Terms and Conditions;
14. **Services of GIVT** – services defined in § 3 of the Terms and Conditions;
15. **Client** – any person using the Website, Information Line or Services of GIVT or an entity that is about to or has already entered into a services agreement or an entity in the name and on behalf of which such an agreement has been made;
16. **Service Provider** (GIVT) – the entity that provides said electronic services, i.e. GIVT sp. z o.o. with registered office in Warsaw at ul. Olkuszka 7, I piętro, 02-604 Warszawa, the incorporation records of which are held by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, recorded in the register of entrepreneurs of the National Court Register under KRS no. 0000637036, with a share capital of PLN 500,000, NIP (*taxpayer ID no.*): 521-374-78-14, REGON (*statistical ID no.*): 365394387;
17. **Obligor** – a party to an air transport contract made with the Client, subject to obligations laid down in 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 (hereinafter referred to as "Regulation (EC) no. 261/2004") and in Convention for the Unification of Certain Rules for International Carriage by Air made in Montreal on 28 May 1999.

SUBJECT MATTER

§2

1. These Terms and Conditions regulate the following:
 - a. types and range of electronic services;
 - b. technical requirements essential for integration with the ICT system used by the Service Provider;
 - c. general terms of use of the Website, Information Line and Services of GIVT;

- d. claim handling process and execution of the Agreement;
 - e. terms of the Agreement;
 - f. complaint handling procedure;
 - g. rules of personal data processing.
2. The Terms and Conditions apply to Claim Report Forms and Agreements made via the Website or Information Line of GIVT.
 3. Issues not addressed in these Terms and Conditions shall be governed by generally applicable regulations of law.

TYPES AND RANGE OF ELECTRONIC SERVICES

§3

1. GIVT provides the following electronic services associated with pursuing claims for compensation from air carriers:
 - a. provision of information about available Services;
 - b. ability of submission of a Claim Report Form;
 - c. verification of a claim's compliance with 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 legislative acts providing grounds for pursuing claims for compensation for breach of an air transport contract and/or Convention for the Unification of Certain Rules for International Carriage by Air made in Montreal on 28 May 1999;
 - d. assistance in obtaining payment of compensation from the Obligor in respect of the Agreement made with the Client.
2. Information on products available to Clients is presented on the Website at www.givt.com and via the Information Line of GIVT.

TECHNICAL REQUIREMENTS ESSENTIAL FOR INTEGRATION WITH THE ICT SYSTEM USED BY THE SERVICE PROVIDER

§4

1. The Website is accessible to all users of the Internet.
2. To be able to use the Website users must be connected to the Internet and have the latest version of any of the following web browsers: Chrome, Firefox, Facebook in-app Browser, IE, WebKit Mobile, Opera, Safari.
3. Users must enable JavaScript and cookies in their web browsers.
4. The Service Provider shall guarantee secure transmission of data which is always based on the SSL Protocol.
5. GIVT shall not be held responsible for any technical issues or limitations of the computer equipment used by the Client which make it impossible or difficult for the Client to use the Website or Services available through the Website.
6. GIVT reserves the right to suspend the provision of Services temporarily, in whole or in part.
7. The Service Provider shall be entitled to all the rights, including copyrights to the Website and the structure of databases that form a part thereof.

GENERAL TERMS OF USE OF THE WEBSITE, INFORMATION LINE AND SERVICES OF GIVT

§5

1. The Client shall use the Website and the Information Line of GIVT in accordance with the Terms and Conditions, generally applicable regulations of law, general terms of use of the Internet, specifically it must avoid breach of any third party rights or the rights and interests of GIVT.
2. The Terms and Conditions shall be made available to the Client free of charge at: www.givt.com/en/regulations, prior to the execution of the Agreement, in a manner that enables the Client to obtain, reproduce, print or record the text of the Terms and Conditions. The Client shall be obliged to read the Terms and Conditions.
3. By using the Website or Information Line of GIVT, the Client agrees to all the Terms and Conditions. By accepting the Terms and Conditions, the Client acknowledges and confirms that it has received and read the information referred to in Art. 39 of the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827).
4. The Client must be 18 or older to use the Website or Information Line of GIVT.
5. If any User submits a claim on behalf of third parties, that User shall be liable for obtaining authorisation to represent such third parties.
6. The Client shall be liable for the accuracy of information provided, also in the case of submitting claims on behalf of third parties.
7. Provision of illegal, disrespectful, false or misleading information is prohibited.
8. The Service Provider shall not be liable for the Client's use of the Services in breach of these Terms and Conditions, including provision of any false, inaccurate or incomplete information, specifically provision of data of third parties without their consent or knowledge.
9. The Client shall be liable for the effects of provision of incorrect, false, incomplete or misleading information.
10. GIVT reserves the right to restrict access to certain Services offered via the Website for Clients who commit a breach of these Terms and Conditions.
11. The Client may resign from completing the Claim Report Form at any point of time.

CLAIM HANDLING PROCESS AND EXECUTION OF THE AGREEMENT

§6

1. The Claim Report Form shall be made available without prejudice and it may not be interpreted as the Agreement, an offer or invitation to enter into the Agreement. Claim Report Forms are submitted free of charge.

2. By submitting a Claim Report Form, the Client acknowledges and confirms that it is authorised to enter into an agreement with GIVT or to represent a third party.
3. The Agreement comes into force upon verification of submitted claim when GIVT accepts the Client's claim and sends a return message by email titled "Confirmation of Agreement, case no. [case number]". GIVT reserves the right to refuse a claim without stating the reason for its refusal.
4. All information and files required for verification of submitted claim must be uploaded via the Website, provided through the Information Line of GIVT or by email sent at info@givt.com.
5. Upon execution of the Agreement, the Client shall provide originals of all documents required for the performance of the Service upon each request of GIVT.
6. In the event of failure to supply original documents or information requested by GIVT, the absence of which makes it impossible to proceed with the case, GIVT will be entitled to terminate the agreement with immediate effect upon prior notice to the Client by email or post, and it will retain the right to claim compensation for non-performance from the Client.
7. Subject to Clause 5 and 6, upon receipt of a scan of a signed power of attorney which authorises GIVT to act on behalf of the Client, GIVT shall take actions aimed at satisfying the claims of the Client.

TERMS OF AGREEMENT

§7

1. The Agreement remains in full force and effect until such time when all considerations due and payable to the Client from the Obligor are paid in full under out-of-court, court or enforcement process, as compensation for:
 - a. delay of flight;
 - b. cancellation of flight;
 - c. denied boarding;
 - d. other loss or damage arising from breach of an air transport contract.
2. In performance of the agreement, the Service Provider undertakes to handle the case in a manner that guarantees the Client award of the highest possible compensation as promptly as possible and further to:
 - a. perform a professional legal analysis of potential factual and legal grounds for claims for compensation against the Obligor;
 - b. represent the Client during out-of-court negotiations with the Obligor and before the Civil Aviation Authority or a party authorised to resolve disputes with consumers, a member of ADR (Alternative Dispute Resolution);
 - c. in reasonable circumstances, recover due compensation in court only in cases that fall under the jurisdiction of courts of the Republic of Poland and only through legal advisors and attorneys at law associated with the Service Provider, authorised to provide legal aid in accordance with the law and code of ethics of legal advisors or attorneys at law;
 - d. provide the Client with information about the performance of the Agreement using the email address or mobile phone number indicated by it in the respective Claim Report Form. The Client agrees to receive all correspondence related to the case from the Service Provider or associated law firm via electronic communication channels, save for documents related to termination or withdrawal from the Agreement.
3. If the Obligor fails to pay due compensation or submit an acceptable offer within a specified time frame, the Service Provider shall be entitled to institute court or administrative proceedings aimed at recovering due compensation.
4. In circumstances referred to in Clause 3, the Service Provider (GIVT) undertakes to cover:
 - a. costs associated with remuneration payable to an attorney;
 - b. court fees;
 - c. costs associated with appointment of a substitute attorney or travel expenses incurred by the attorney to attend trials.
5. In the event of award of compensation or other consideration to the Client by a court, the Service Provider shall be reimbursed for all court fees paid on behalf of the Client and costs of legal representation awarded by the court.
6. If it becomes necessary to grant a separate power of attorney to act before a court or other public administration body, the Client shall be obliged to grant such a power of attorney.

§8

The Client hereby authorises the Service Provider to collect any consideration it might obtain under out-of-court, court or enforcement process on the Client's behalf, as part of performance of the Agreement.

§9

1. The Company undertakes to transfer to the Client the amount of obtained compensation, referred to in §7 Clause 1, minus its remuneration as specified in Clause 2, 14 Business Days after said amount is credited to the bank account of the Company, to the bank account indicated by the Client or by postal order at an address within the Republic of Poland, provided that the Client has given the Company all details required to transfer such compensation.
2. **In consideration for the performance of the Agreement, the Service Provider shall receive a commission-based remuneration (hereinafter also referred to as the "commission") set at:**
 - a. **25%** (say: twenty-five percent) gross – the price includes value-added tax (VAT) at 23%, if consideration is recovered from the Obligor during the first phase of performance of the Agreement, i.e. during complaint handling procedure before the Obligor, or
 - b. **35%** (say: thirty-five percent) gross – the price includes value-added tax (VAT) at 23%, if consideration is recovered from the Obligor during the second phase of performance of the Agreement, i.e. during proceedings held before authorities with supervisory power

over the Obligor or other entities authorised to resolve disputes with consumers, members of ADR (Alternative Dispute Resolution), or during proceedings held before a common court. The second phase of performance of the Agreement starts when the Obligor refuses to pay due consideration in full during the complaint handling procedure in accordance with the provisions of Regulation (EC) no. 261/2004 or fails to respond to the complaint within 30 days after submission thereof, and the Service Provider undertakes activities aimed at recovering compensation.

3. The provisions of Clause 2 above shall not apply to Clients who entered into Agreement with the Service Provider via a business partner of GIVT if they have been presented with information about commission other than that specified in Clause 2 above prior to entering into the Agreement via the Information Line of GIVT or by email.
4. The commission referred to in Clause 2 is charged on the basis of considerations, allowances, discounts, vouchers, etc. awarded to the Client **as a result of the proceedings handled by the Service Provider or attorneys at law / legal advisors from law firms associated with it.**
5. If the Obligor satisfies claims subject to the Agreement together with incidental expenses, e.g. interest for late payment, the Service Provider shall receive the full amount of incidental expenses paid.
6. In the event of payment of compensation directly to Client or to the person indicated by the aforementioned after the date of conclusion of the agreement, contrary to its provisions, the Client undertakes to immediately notify the Service Provider, and to transfer the due service fee payment within 7 business days since the date of the receipt of compensation, on the basis of previously provided by the Service Provider fee amount – to the bank account of the Service Provider.
In order to determine the due service fee amount to the Service Provider, Client undertakes to immediately upon receiving the compensation from the Obligor to send the confirmation of the transfer of the compensation to the bank account or credit card or a scan of another document confirming the receipt of the due compensation from the Obligor. Service Provider will then inform the Client about the due service fee amount, which will be calculated as follows:
Compensation amount in EUR x commission rate
7. In the event the Client fails to send the Service Provider the confirmation of transfer of compensation to the bank account or credit card or a scan of another document confirming the receipt of the due compensation, specified in paragraph 6 mentioned above, then the amount of the service fee to the Service Provider, regardless of the currency in which the Client received the compensation directly from the Obligor, will be calculated as follows:
Compensation amount in EUR in the amount specified in the Regulation (EC) no. 261/2004 for the distance between the departure and arrival airport x commission rate
8. Irrespective of the currency in which the Obligor transfers the payment, GIVT will pay out the Client the amount of compensation mentioned above expressed in EUR. To make matters clear and avoid any future doubts, the Service Provider does not have any influence over the exchange rates provided in the Bank of the Recipient.
9. In the event of a clearly expressed request by the Client to transfer the payment of compensation to the bank account not held within the Single Euro Payments Area (SEPA), to make matters clear and avoid any future doubts, in such case the Service Provider does not have any influence over the exchange rates provided in the Bank of the Recipient, nor over applicable transaction costs charged by the Client's bank and is not liable for any costs of transactions charged by the aforementioned bank.
10. If the Client fails to notify the Service Provider about the receipt of compensation directly from the Obligor in breach of provisions of Clause 6 hereof, it shall pay the Company liquidated damages of EUR 25 (say: twenty-five) based on a debit note issued by GIVT. The Service Provider will be entitled to claim compensation in excess of the above liquidated damages on general terms and demand payment of commission-based remuneration due and payable to the Service Provider.

§10

1. The Client declares and represents that as on the date of execution of the Agreement it has not and will not entrust any third party with the performance of the subject matter referred to in §7.
2. The Client declares and represents that it has not lodged any claims covered under the Agreement with the Obligor.
3. The Client will:
 - a. Not enter into any settlement or agreement that obligates it to sign a settlement without prior notice and consent of the Service Provider nor will it waive any of its claims against the Obligor;
 - b. promptly provide the Service Provider with all information held on the subject matter of the Agreement and all documents and statements requested that can be useful in the performance of the Agreement. The Client acknowledges and confirms that it is aware of criminal responsibility for making false statements and undertakes to promptly notify the Service Provider of any changes to the above information;
 - c. grant the Service Provider and law firms associated with the Service Provider power of attorney essential to proper performance of the Agreement. Any revocation of either power of attorney by the Client will give the Service Provider the right to terminate the Agreement with immediate effect and claim reimbursement of all costs incurred in connection with the Agreement, calculated on the effective date of termination, from the Client.

§11

1. The Service Provider and the Client may terminate the Agreement as follows:
 - a. the Service Provider will be entitled to terminate the Agreement if it finds that there are no legal and/or factual grounds for the performance of the subject matter hereof. In that case the Service Provider will not charge any costs of the case to the Client;
 - b. the Service Provider will be entitled to terminate the Agreement if it finds that any of the statements made by the Client under the Agreement is untrue or the Client fails to provide any documents or information requested by the Service Provider within a specified time frame, and may charge all costs associated with the performance of the Agreement, calculated on the effective date of termination, to the Client;

- c. if the Agreement is terminated by the Client, e.g. in order to entrust a competitor of GIVT with recovery of amounts covered hereunder, GIVT will be entitled to charge all costs associated with the performance of the Agreement, calculated on the effective date of termination, to the Client.
2. A notice of termination shall be made in writing under pain of nullity. A notice of termination shall be sent by post at the address of the Service Provider.

COMPLAINT HANDLING PROCEDURE

§12

1. Any complaints associated with the performance of the Agreement that the Client might have shall be sent via registered mail at the address of GIVT.
2. The Service Provider shall investigate and respond to Client's complaints in writing within 14 days.
3. Complaints may not concern any defects, failures or irregularities associated with the use of the Service arising from:
 - a. errors or mistakes of the Client;
 - b. incorrect operation of a web browser or telecommunications link;
 - c. insufficient capacity or bit rate of Client's telecommunications link;
 - d. actions of third parties for which GIVT shall not be held liable.

FINAL PROVISIONS

§13

1. GIVT hereby informs that any Client who is a consumer and has entered into the Agreement outside of the place of business may withdraw from the Agreement without stating the reason by submitting a written statement to that effect within 14 (say: fourteen) days after execution of the Agreement in accordance with Art. 27 in relation to Art. 2 Clause 1 of the Act of 30 May 2014 on consumer rights (Journal of Laws 2014.0.827). For the above time limit to be deemed observed, the Client shall send the statement, a template of which is attached hereto, at the registered address of GIVT before said time limit expires.
2. The Client acknowledges and confirms that it has been provided with a template of withdrawal form at the time of acceptance of the Terms and Conditions.
3. The Terms and Conditions shall come into force on the day of publication on the Website and thereafter they shall apply to Agreements made with GIVT.
4. GIVT reserves the right to amend the Terms and Conditions. Any amendments to the Terms and Conditions shall apply solely to Agreements made after the effective date of any such amendments.
5. If any of the provisions of the Terms and Conditions are or become void, illegal or unenforceable, the same will not affect the remaining provisions of the Terms and Conditions.
6. These Terms and Conditions constitute the entire Agreement between the Client and GIVT regarding the use of the Website and submission of claims by the Client.
7. Any issues not provided for in the Agreement on pursuing claims for compensation for breach of an air transport contract shall be governed by the regulations of the Civil Code.
8. The Terms and Conditions shall be subject to the Polish law and any disputes arising therefrom shall be resolved by Polish common courts.
9. The rules for the processing of personal data are set out in the Privacy Policy.
10. The Service Recipient, at the time of submitting a claim on the Website or on the GIVT Hotline, by providing their personal data to the Recommending Person, agrees to inform the Recommending Person on the final settlement of the case, i.e. whether or not the benefit has been obtained by the Service Recipient. Provision of data when submitting a claim signifies consent to the processing of such data in accordance with art. 6.1.a of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (general regulation on data protection), for the purpose of granting a bonus to the Recommending Person.
11. **These Terms and Conditions constitute the Agreement between the Client and GIVT. By submitting claims via the Website or Information Line of GIVT, the Client acknowledges and confirms that it understands and accepts all the Terms and Conditions.**