



## REGULATIONS GOVERNING PROVISION OF SERVICES BY ELECTRONIC MEANS OF COMMUNICATION AS WELL AS CONTRACT TERMS AND CONDITIONS

Under Art. 8 section 1 point 1 of the Act of 18 August 2002 on provision of services by electronic means (Journal of Laws of 2002 No. 144, item 1204, as amended), GIVT sp. z o.o. with registered office in Warsaw establishes regulations governing the provision of services by electronic means of communication through GIVT Website and Hotline as well as introduces the terms and conditions of the Agreement for provision of services by GIVT.

### DEFINITIONS

#### § 1

The terms used in the Regulations for the provision of electronic services (hereinafter referred to as the Regulations) are understood to mean:

1. **Safe protocol SSL** – protocol used for safe transmission of encrypted stream of data;
2. **Client's Bank** – bank in which the Client's account bank account specified by the Client is kept;
3. **Cookies** – small text files sent by the www server and kept by the browser on the hard drive of the Client's computer;
4. **Working day** – days from Monday to Friday which is not a public holiday;
5. **Claim application form** (application form) – request to conclude an Agreement submitted by the Client by electronic means via Internet or GIVT Hotline and then preserved in the ICT system, subject to verification by GIVT;
6. **GIVT** – entity provides services by electronic means as well as traditionally, which is GIVT sp. z o.o. with its registered office in Warsaw, at ul. Olkuska 7, 1<sup>st</sup> floor, 02-604 Warsaw, where registered files are kept by the District Court for the capital city of Warsaw in Warsaw, 13th Economic 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, share capital PLN 500,000, NIP [*Tax Identification Number*] 521-374-78-14, REGON [*National Official Business Register*] 365394387;
7. **GIVT Hotline** – telephone service providing information on the topic of GIVT Services and accepting the claim application forms, operating under the number 600-103-103;
8. **Client** – person using the Website, GIVT Hotline, or GIVT Services, and also an entity which concludes an agreement on provision of services and entity on behalf of and for which such agreement was concluded;
9. **Consumer** - a natural person conducting a legal act not connected directly with its economic or professional activity;
10. **Recommending person** – natural person being a consumer which was specified by a new Client during submittal of the claim on the Website or on the Hotline as a person who recommended the GIVT services to the Client;
11. **GIVT Partner** – legal counsel or attorney-at-law cooperating with GIVT at performance of the Agreement, authorised to provide legal counsel according to codes of ethics of a solicitor or attorney;
12. **SEPA bank transfer** (Single Euro Payments Area) – European bank transfer performed in banks which are part of Single Euro Payments Area;
13. **Complaint** – any claim directed to GIVT by the Client, regarding his/her objections relating to provision of services by electronic means or performance of the Agreement;
14. **GDPR** - Regulation of the European Parliament and of the Council (EU) 2016/679 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 Resolution);
15. **Regulation (EC) No 261/2004** – Regulation (EC) No 261/2004 of the European Parliament and of the Council 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, thereby 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 the 28<sup>th</sup> of May, 1999.
16. **Website** – set of interrelated web pages available at [www.givt.com](http://www.givt.com) accessible using ICT devices that provide access to the Internet. The Owner of the Website is GIVT sp. z o.o. with registered office in Warsaw at ul. Olkuska 7;

17. **Provision of services by electronic means** – performance of the service which takes place by sending and receiving data using ICT systems, at the Client's individual request, without simultaneous presence of the parties, whereby this data is transmitted via public networks within the meaning of the Act of 21 July 2004 - Telecommunications Law (Journal of Laws of 2004, no. 171, item 1800, as amended);
18. **Agreement on service provision (Agreement)** – agreement for damages claims for breach of the air carriage agreement [hereinafter referred to as the: Agreement with POA], performed with use of power of attorney granted by the Client for GIVT and/or GIVT's partners or assignment of debt for breach of the air carriage agreement [hereinafter referred to as the: Agreement with bank transfer], as part of which the Client transfers in trust his/her Debt for GIVT and GIVT undertakes to perform the fiduciary activities for the purpose of recovering the receivables in its own name but on the Client's expense, without the need to grant power of attorney. Agreement is concluded by and between the Consumer and GIVT according to the provisions of these Regulations;
19. **GIVT Services** – services defined in § 3 of the Regulations;
20. **Claim** - monetary claim due to the Client towards the Obligor, resulting in the breach of the air carriage agreement as damages for: delayed flight; cancelled flight; denied boarding; damage, delay or loss of baggage or due to other costs connected with above mentioned events, which shall be transferred to GIVT by fiduciary transfer of receivables;
21. **Obligor** – entity being a party of the air carriage agreement concluded with the Client, who has obligations indicated in the Regulation (EC) No. 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules regarding compensation and assistance to passengers in the event of denied boarding, cancellation or delay of flights (hereinafter referred to as the Regulation EC 261/2004) and in the Convention for the Unification of Certain Rules for International Carriage by Air, drafted in Montreal on 28 May 1999.

## SUBJECT OF THE REGULATIONS

### § 2

1. Regulations define:
  - a. types and scope of services provided by electronic means;
  - b. technical requirements necessary for the cooperation with the ICT system used by GIVT;
  - c. general rules of using the Website, GIVT Hotline and GIVT Services;
  - d. claim handling procedure and conclusion of the Agreement;
  - e. terms and conditions of the Agreement;
  - f. complaint procedure;
  - g. principles of processing personal data.
2. The Regulations are applicable for Claim application forms and Agreements concluded via the Website or GIVT Hotline.
3. In matters not governed by these Regulations, the generally applicable provisions of law, in particular the provisions regarding contract of mandate stipulated in the Civil Code, shall apply.

## TYPES AND SCOPE OF SERVICES PROVIDED BY ELECTRONIC MEANS

### § 3

1. GIVT, in scope of pursuing claims for damages from the air carriers, provides the below mentioned Services by electronic means:
  - a. providing information about offered Services;
  - b. enabling to submit the Claim application form;
  - c. verification of compliance of the claim with the Regulation (EC) 261/2004
2. Information about products available for the Client are presented in the electronic form on the Website [www.givt.com](http://www.givt.com) and through GIVT Hotline.
3. Services referred to in section 1, provided by GIVT for the Client are free of charge and constitute a stage preceding conclusion of an Agreement with the Client, which was referred to in § 6.

## TECHNICAL REQUIREMENTS NECESSARY FOR THE COOPERATION WITH THE ICT SYSTEM USED BY GIVT

### § 4

1. All users of Internet network have access to the Website.
2. For the purpose of correct use of the Website, it is required to have access to the Internet and use the newest versions of internet browsers: Chrome, Firefox, Facebook in-app Browser, IE, WebKit Mobile, Opera, Safari.
3. In the internet browser it is necessary to enable the Java Script support and enable the Cookies files.
4. The Service provider provides a safe data transfer which always takes place by means of a SSL Safe protocol.
5. GIVT is not liable for technical problems or technical limits occurring in the computer equipment used by the Client and which prevent or hinder the Client from using the Website and GIVT Services offered through it.
6. GIVT reserves the right to temporarily cease to provide Services entirely or partially.
7. GIVT has all rights, in particular copyright laws to the Website and to the structure of data bases contained in them.

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

### § 5

1. Client is obligated to use the Website and GIVT Hotline in a manner compliant with the Regulations, generally applicable provisions of law, general rules of use of the Internet network and in particular in a manner that does not violate the rights of third parties and GIVT's rights and interests.
2. Regulations are made available to the Client free of charge at [www.givt.com/en/regulations](http://www.givt.com/en/regulations), before the conclusion of the Agreement, in a way which enables its obtainment, reproduction, printing and preservation of the Regulations' content. The Client shall familiarise with the Regulations' content.
3. The Client agrees to all provisions of the Regulations by using the Website or GIVT Hotline. The acceptance of the Regulations' content by the Client also means that the Client received and familiarised with 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 who uses the Website or GIVT Hotline has to be at least 18 years old.
5. In the event of making a submittal on behalf of third parties, the Client making the submittal is responsible for it to be properly authorised to represent those persons.
6. The Client bears responsibility for providing correct data when submitting a case on behalf of third parties.
7. It is forbidden to provide content of lawless or offensive nature, content which is fake or misleading.
8. GIVT is not liable for using the Services in a manner inconsistent with the Regulations by the Client, as well as for the provision of untrue information by the Client, in particular in the event of provision of data of third parties without their consent or knowledge.
9. The Client is responsible for all results caused by provision of false, untrue, incomplete or misleading data.
10. GIVT reserves the right to limit the access to selected Services offered via the Website for the Clients, who violate the provisions of the Regulations.
11. The Client may end completing the Claim application form at any moment, including the resignation from the verification Service.

## CLAIM HANDLING PROCEDURE AND CONCLUSION OF THE AGREEMENT

### § 6

1. Claim application form is made available without obligations and must not be treated as an Agreement or an offer. Submittal of the application form is completely free of charge.
2. Data and files necessary for verification of the claim need to be entered via the Website, transferred through the GIVT Hotline or by electronic means in form of an e-mail message sent to [info@givt.com](mailto:info@givt.com).
3. The Client sending the application form expresses the will to conclude the Agreement and guarantees that he/she is authorised to conclude the Agreement with GIVT or possesses important authorisation to represent a third person.
4. The moment of conclusion of the Agreement is deemed to be a moment in which, after verification of the claim, the GIVT shall present the Client with an offer of conclusion of an Agreement with POA or Agreement with bank transfer and the Client accepts its terms and conditions by sending it to GIVT in electronic form:
  - a. scan of a signed power of attorney in the event of Agreement with POA or;
  - b. scan of the signed Agreement with bank transfer;

In the event of failure to send the signed power of attorney to GIVT or a copy of signed Agreement with bank transfer by the Client, GIVT is entitled to undertake further actions through contracting the Client in view of the application of the claim (request referred to in Art. 6 section 1 letter b of GDPR) in order to conclude the Agreement.

5. GIVT reserves the right to refuse to accept the claim without giving a reason for refusal.
6. After conclusion of the Agreement, the Client is obliged to provide, at every GIVT's request, the originals of all documents indicated by GIVT, necessary to perform the Service, subject to paragraph 7.
7. In the event of Client's inability to submit a flight ticket, the Client authorizes GIVT to download an electronic ticket from the Obligated, declaring that these actions will not violate the rights and freedoms of third parties.
8. In case of failure to provide the originals of the documents and / or data indicated by GIVT at every request, lack of which prevents from processing the matter, GIVT is entitled to terminate the agreement at short notice after prior notification to the Client about that by electronic means or by mail and retains the right to seek damages from the Client for improper performance of the Agreement.

## TERMS AND CONDITIONS OF THE AGREEMENT

### § 7

1. Agreement on provisions of services by GIVT for the Client may be concluded in the form of:
  - a. Agreement with POA;
  - or
  - b. Agreement with bank transfer.
2. The terms and conditions of the Agreement with POA are defined by these Regulations and the Agreement is performed with the use of power of attorney granted by the Client for GIVT and / or GIVT's Partners.
3. Terms and conditions of the agreement with bank transfer are defined by these Regulations and agreement form signed by the Client. As a result of the abovementioned agreement, the Client transfers in trust his/her debt for GIVT and GIVT undertakes to perform the fiduciary activities for the purpose of recovering the receivables in its own name but on the Client's expense, without the need to grant power of attorney.
4. GIVT reserves the right to select the form of the Agreement which is going to be offered to the Client.
5. Records from section 6 to section 11 are common for the abovementioned Agreements.
6. **The Agreement is concluded for the time to complete enforcements of compensation due from the Obligated, in pre-trial, court and enforcement proceedings**, as compensation for:
  - a. flight delay;
  - b. flight cancellation;
  - c. boarding refusal;
  - d. other losses for violation of air carriage agreement.
7. In performance of the subject of the Agreement, GIVT undertakes to conduct the case in a manner guaranteeing obtainment of the highest possible compensation in the shortest possible time and to the following:
  - a. make professional legal analysis in terms of existence of factual and legal basis for pursuing compensation from the Obligated;
  - b. represent the Client or collect Debts in its own name at the stage of pre-trial court negotiations with the Obligated and with the Civil Aviation Authority / other authority responsible for enforcing compliance with provisions of the Regulation EC 261/2004 (NEB) or entity resolving disputes with consumers being part of Alternate Dispute Resolution;
  - c. collect compensations at the court stage, in justified cases, exclusively in cases subject to the jurisdiction of the courts of the Republic of Poland;
  - d. transfer information to the Client about performance of the Agreement on the e-mail address or mobile phone number indicated by him/her on the application Form. Thereby, the Client grants consent for receipt of all correspondence from GIVT and GIVT's Partners working on its request by all electronic channels, connected with the submitted case, with the exception of documents connected with termination or withdrawal from the Agreement.
8. If the Obligated fails to pay the compensation or to submit an accepted offer within the prescribed period, GIVT is entitled to initiate court or administrative proceedings for the purpose of payment of the due compensation, without the need to obtain consent from the Client.
9. In the case referred to in section 8, GIVT undertakes to cover:
  - a. the remuneration costs of the court plenipotentiary;
  - b. court costs;

- c. costs of substitutionary representation or costs of travel expenses of the legal representative for court hearings.
10. In case of judgment awarding damages or other benefit covered by the subject of the Agreement, GIVT is entitled to reimbursement of all court costs factually incurred by the company and costs of legal representation granted by the court.
  11. In case of need to issue a separate power of attorney to represent before the court or other authority of public administration, the Client shall grant such power of attorney, even if he previously concluded an agreement for fiduciary transfer of receivables with GIVT.

## § 8

**During the term of the Agreement, the GIVT is the only authorised entity to receive all obtained compensations from the Obligated in the pre-trial, court and enforcement proceedings, unless it conflicts with consumer provisions obliging the Client/**

## § 9

1. The GIVT undertakes to transfer compensations obtained from the Obligated to the Client after deduction of due remuneration specified in section 2 and incidental dues, according to section 5 within 14 Working Days from the day of their receipt on the bank account of the company, on the bank account indicated by the Client or by postal order on the address on the territory of the Republic of Poland, unless the Client provided the company with all data necessary to transfer the obtained compensation.
2. **For the performance of the Agreement, the GIVT is entitled to commission-based remuneration** (hereinafter referred to as the commission) **in the amount of:**
  - a. **25%** (in words: twenty five percent) gross – VAT in the amount of 23% is included in the price, if obtainment of the benefit from the Obligated happens at the first stage of the performance of the Agreement, i.e. at the stage of the complaint procedure before the Obligated or
  - b. **35%** (in words: thirty five percent) gross – VAT in the amount of 23% is included in the price, if obtainment of the benefit from the Obligated happens at the second stage of the performance of the Agreement, i.e. at the stage of the proceedings before supervisory authority over the Obligated (NEB) or other entity resolving disputes with consumers being part of the Alternative Dispute Resolution or in proceedings before a common court. Second stage of performance of the Agreement begins at the moment when the Obligated, at the stage of complaint procedure, refused to pay the full due amount of compensation according to the provisions of the Regulation EC 261/2004 or failed to respond within at least 30 days from the day of sending a complaint and GIVT initiates activities aiming to obtain compensation.
3. Records of section 2 above are not applicable in case of Clients who concluded an Agreement with GIVT through a GIVT's company business partner, if information about commission in other amount than indicated in section 2 shall be presented to the Client before conclusion of the Agreement through the GIVT Hotline or e-mail.
4. Basis for calculating the commission referred to in section 2 are the monetary benefits, discounts, allowances, vouchers, etc. obtained from the Obligated, **due to or in relation to the proceedings performed by GIVT or lawyers / legal counsels cooperating with it within law office.**
5. In the event of satisfying the claims covered by the subject of the Agreement along with incidental dues, e.g. interest for late payment by the Obligated, GIVT is entitled to fully paid incidental dues.
6. In the event of payment of compensation by the Obligated directly to the hands of the Client, fellow passenger or person indicated by him/her, after the date of conclusion of the Agreement, contrary to its provisions, the Client undertakes to immediately notify GIVT about it and pay GIVT its commission-based remuneration within 7 Working Days from receipt of the compensation, under the information about its amount beforehand transferred to the Client by GIVT – to the GIVT's bank account. In order to determine the amount of remuneration due to GIVT, the Client undertakes, immediately after receipt of the compensation from the Obligated, to send the confirmation of payment of the compensation on the bank account or the payment card or the scan of another document confirming receipt of the compensation in a specified amount form the Obligated to the GIVT. GIVT shall inform the Client about the amount of commission he/she is entitled to, which shall be calculated in the following manner:
  - a. if the payment of the compensation was in the euro currency (EUR), the amount of commission-based remuneration for GIVT shall be calculated according to the following formula:  
  
amount of received compensation in the euro currency (EUR) x commission rate x average rate of the NBP [*National Polish Bank*] for the pair of currencies EUR/PLN from the working day preceding the issue of the VAT invoice by GIVT for the Client;
  - b. if the payment of the compensation was in the Polish zloty currency (PLN), the amount of commission-based remuneration for GIVT shall be calculated according to the following formula:  
  
amount of received compensation in Polish zloty currency (PLN) x commission rate.
7. If the Client fails to send GIVT a confirmation of payment of the compensation on the bank account or the payment card or the scan of another document confirming receipt of the compensation in a specified amount referred to in section 6 above, then the amount of commission GIVT is entitled to, regardless of the currency in which the Client received the monetary compensation directly from the Obligated, shall be calculated from the the following formula:

amount of received compensation in the euro currency (EUR) in an amount indicated in the Regulation EC 261/2004 for the distances between the departure airport and arrival airport x commission rate x average rate of the NBP for the pair of currencies EUR/PLN from the working day preceding the issue of the VAT invoice by GIVT for the Client.

8. Regardless of the currency in which the compensation shall be satisfied by the Obligated, the GIVT pays the Client a compensation referred to above, expressed in Polish zloty (PLN) converted based on the average rate of the NBP for the currency in which the compensation was met by the carrier, from the working day preceding the received compensation from the Obligated.
9. In the event when at the Client's clear request, the payment of compensation is made to the bank account kept in currency other than Polish zloty (PLN), the GIVT pays the Client the compensation in the following currency:
  - a. Polish zloty (PLN), if the Obligated satisfied the compensation on the bank account of GIVT kept in the currency of Polish zloty (PLN),
  - b. Euro (EUR), if the Obligated satisfied the compensation on the bank account of GIVT kept in the currency of Euro (EUR).

For avoidance of doubt, in such case, GIVT does not have influence over the currency rates applicable in the Client's Bank and transaction costs charged by the Client's Bank and is not liable for transaction costs charged by the Client's Bank.

10. In the event when at the Client's clear request, the payment of compensation is made by postal order to a bank account on which the withdrawal of compensation may not be performed in the form of a SEPA Transfer, by all transaction costs i.e. fees connected with sending of a bank transfer or postal order, GIVT will charge the Client, after anteriorly informing the Client about additional charges, in such manner that:
  - a. in case of bank transfer - Client shall be indicated as a party covering the costs or, if that is impossible, the amount of compensation the Client is entitled to shall be reduced by the transfer costs,
  - b. in case of postal order - Client shall be indicated as a party covering the costs or, if that is impossible, the amount of compensation the Client is entitled to, shall be reduced by the transfer costs.

GIVT is not liable for transaction costs charged by the Client's Bank.

11. The Client who fails to notify GIVT about receipt of compensation directly from the Obligated, contrary to the provisions of section 6, shall pay GIVT a contractual penalty in the amount of 25 EUR (in words: twenty five EUR) based on the debit note issued by GIVT. GIVT shall be entitled to seek damages in amount exceeding the amount of reserved contractual penalty on general terms, in particular to request payment of commission-based remuneration the GIVT is entitled to.

## § 10

1. The Client declares that on the day of conclusion of the Agreement he/she:
  - a. is entitled to monetary compensation against the Obligated resulting from the breach of air carriage agreement;
  - b. did not report claims covered by the subject of the Agreement to the Obligated;
  - c. did not entrust and also shall not entrust the performance of the subject of the Agreement to any other entity during the term of the Agreement;
  - d. did not waive claims covered by the subject of the Agreement, including in particular on the basis of settlement or another agreement;
  - e. did not conclude any agreement which would decrease the amount of claims covered by the subject of the Agreement with the Obligated and also does not have any debts towards Obligated giving him/her a right to deduct mutual settlements under Art. 498 and subsequently the Civil Code.
  - f. is aware that GIVT shall be entitled to undertake decisions in the matter of performance of the Agreement, including to reject the proposition to conclude a settlement constituting a partial recognition of debt, acceptance of voucher - unless GIVT decides that the probability of obtainment of 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 a monetary compensation from the Obligated, unless it conflicts with consumer provisions applicable for the Client.

In case of an Agreement with bank transfer, the Client declares in addition that he/she:

- h. is entitled to dispose of the right to the Receivables, which does not have legal errors, is not subject to securing claims of third parties and disposing of these Receivables is not excluded or limited contractually or by provisions of the generally applicable law;
  - i. Receivables disposed in trust are not seized in security or enforcement proceedings and also is not covered by composition proceedings or bankruptcy proceedings;
  - j. Receivables disposed in trust were not a subject of the Agreement with bank transfer;
  - k. during the term of the Agreement, in relation to fiduciary transfer of receivables, shall not undertake any actions aiming to enforce the Receivables from the Obligated.
2. The Client undertakes to notify GIVT about any discrepancies of any of the abovementioned declarations with the factual state, even before the conclusion of the Agreement. GIVT, taking into consideration the above notification from the Client, shall make a decision whether to accept or refusing to accept the Client's case.
3. The Client undertakes:
  - a. not to conclude, without prior notification and acceptance from GIVT, a settlement or agreement obliging to sign it and not to waive his/her claims towards the Obligated;

- b. to immediately forward to GIVT any possessed information regarding the subject of the Agreement and any documentation and declarations requested by GIVT, which will be useful to perform the Agreement;
- c. grant GIVT and GIVT's Partners any powers of attorney necessary to correctly perform the agreement for seeking compensation for breach of air carriage agreement. Revoking of one or second powers of attorney by the Client shall entitle the GIVT to terminate the abovementioned agreement with immediate effect and to pursue all costs incurred in view of performance of the Agreement calculated for the day of effective termination of the Agreement from the Client.

#### § 11

1. Both GIVT and the Client may terminate the Agreement taking into consideration the below provisions:
  - a. GIVT may terminate the Agreement at the moment of stating no legal basis and / or factual basis for implementation of its subject. In which case GIVT shall not charge the Client with any costs for conducting the case;
  - b. GIVT may terminate the Agreement with immediate effect at the moment of stating that any of the declarations referred to in § 10, submitted by the Client is not compliant with the factual state or when the Client fails to provide the documents or data for which GIVT requested within a specified deadline and charge the Client with all costs incurred in relation to performance of the Agreement, calculated for the day of effective termination of the Agreement;
  - c. in case of termination of the Agreement by the Client e.g. for the purpose of transfer of enforcement of claims covered by the Agreement to an entity competitive towards GIVT, the GIVT shall be entitled, among other things, to charge the Client with costs incurred in relation to performance of the Agreement, calculated for the day of effective termination of the Agreement.
2. Termination of the Agreement must be made in writing exclusively or else shall be null and void. Termination of the Agreement should be sent by traditional mail on the GIVT's address.

### COMPLAINT PROCEDURE MODE

#### § 12

1. Complaints connected with performance of the Agreement, the Client may submit in form of e-mail messages or by post to the GIVT's address.
2. GIVT considers a complaint and answers the Client within 14 days from the day of its receipt.
3. The scope of complaints excludes errors, faults and discrepancies connected with use of Services and resulting from the following:
  - a. Client's errors or mistakes;
  - b. improper function of the Internet browser or telecommunication connections;
  - c. telecommunication connections of too low flow capacity or data rate owned by the Client;
  - d. activity of third parties, for behaviour of which GIVT is not responsible.

### FINAL PROVISIONS

#### § 13

1. GIVT informs that Client who is a consumer, who concluded an agreement outside the premises of an enterprise may withdraw from the agreement without providing reasons, submitting a relevant declaration in the written form within 14 days (in words: fourteen) from conclusion of the Agreement. To meet the above-mentioned deadline, it is sufficient to submit a filled in withdrawal template before its expiration date, which was sent to the Client via e-mail along with the provisions of this Regulations at the moment of the conclusion of the agreement.
2. Regulations enter into force on day of publication on the Website and from that day it shall be applicable for Agreements concluded with GIVT.
3. GIVT reserves the right to change the Regulations. New Regulations shall be applicable exclusively for new Agreements, concluded after the date of entering into force.
4. If any provision contained in the Regulations or in the content of the Agreement is or becomes null, illegal or unenforceable, this fact shall not have any influence on the validity of other provisions of the Regulations or the Agreement.
5. In matters not governed by this Agreement for pursuing damages for breach of air carriage agreement or Agreement of fiduciary transfer of receivables for breach of air carriage agreement, the provisions of the Civil Code shall apply.
6. Unless otherwise provided for in the mandatory applicable provisions of law, the Polish law applies to these Regulations and Agreement.
7. Processing of personal data takes place in accordance with provisions of GDPR and other generally applicable laws regarding protection of personal data. Detailed rules for data processing were established in the Privacy Policy.

8. The Client, at the moment of submitting a claim on the Website or on the GIVT Hotline, indicating personal data of the Recommending person, grants consent for the Recommending person to be notified about the final resolution of the case i.e. about the fact of obtainment of failure to obtain the compensation for the Client. Indication of data during the submittal of claim means granting consent for processing of this data according to Art. 6 section 1 letter a) of GDPR for the purpose of granting a bonus for the Recommending person.
9. Submitting a claim on the Website or GIVT Hotline means that the Client understands and accepts all of the provisions of the Regulations.
10. Polish language version of these Regulations and Agreement shall prevail in case of discrepancies with any other language version.