



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

Under Article 8(1)(1) of the Act on Service Provision by Electronic Means of 18 August 2002 (Journal of Laws of 2002 No. 144, item 1204, as amended), GIVT sp. z o.o. with its registered office in Warsaw hereby establishes the Terms and Conditions of Service Provision by Electronic Means 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 Terms and Conditions for Service Provision by Electronic Means (hereinafter referred to as the Terms and Conditions) shall have the following meanings:

1. **Secure Protocol SSL** – protocol used for secure transmission of an encrypted stream of data;
2. **Client's Bank** – bank in which the Client's bank account specified by the Client is kept;
3. **Cookies** – small text files sent by the web server and kept by the browser on the hard drive of the Client's computer;
4. **Working Day** – a day from Monday to Friday that is not a public holiday;
5. **Claim Application Form** (Application Form) – request to conclude an Agreement submitted by the Client by electronic means via the Internet or the GIVT Hotline and then preserved in the ICT system, subject to verification by GIVT;
6. **GIVT** – entity providing services by electronic means as well as traditionally, i.e. GIVT sp. z o.o. with its registered office in Warsaw, ul. Olkuszka 7, 1<sup>st</sup> floor, 02-604 Warsaw, whose registered files are kept by the District Court for Warsaw the Capital City in Warsaw, 13<sup>th</sup> 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, share capital PLN 616,200, NIP [*Tax Identification Number*] 521-374-78-14, REGON [*National Official Business Register*] 365394387;
7. **GIVT Hotline** – telephone service providing information about GIVT Services and accepting claim application forms, operating under the number 600-103-103;
8. **Client** – a person using the Website, the GIVT Hotline, or the GIVT Services, and also an entity which concludes a service agreement and an entity on behalf of and for whom such an agreement was concluded;
9. **Consumer** – a natural person conducting a legal transaction not connected directly with its economic or professional activity;
10. **Recommending Person** – a natural person who is a consumer and who was specified by a new Client during submission of a claim on the Website or through the Hotline as a person who recommended the GIVT services to the Client;
11. **GIVT Partner** – legal counsel or 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 a solicitor or attorney;
12. **SEPA bank transfer** (Single Euro Payments Area) – European bank transfer performed in banks from the Single Euro Payments Area;
13. **Complaint** – any claim directed to GIVT by the Client, regarding his/her objections related to provision of services by electronic means or performance of the Agreement;
14. **GDPR** – Regulation No 2016/679 of the European Parliament and of the Council (EU) 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 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, 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, drafted in Montreal on 28 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 its registered office in Warsaw at ul. Olkuszka 7;

17. **Provision of services 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 this data is transmitted via public networks within the meaning of the Telecommunications Law of 21 July 2004 (Journal of Laws of 2004, no. 171, item 1800, as amended);
18. **Service agreement (Agreement)** – agreement for claiming damages for breach of the air carriage agreement [hereinafter referred to as the Agreement with POA], performed with a power of attorney granted by the Client to GIVT and/or to GIVT's partners or contract for fiduciary assignment of amounts owed for breach of the air carriage agreement [hereinafter referred to as the Agreement with Assignment], whereunder the Client makes a fiduciary assignment of the Amount Owed to him/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 to grant a power of attorney. The Agreement is concluded by and between the Consumer and GIVT according to the provisions of these Terms and Conditions;
19. **GIVT Services** – services defined in § 3 of the Terms and Conditions;
20. **Amount Owed** – amount of money due to the Client from the Obligated, resulting from the breach of the air carriage agreement, paid as damages for: delayed flight; cancelled flight; denied boarding; damage, delay or loss of luggage or loss arising from other costs connected with the above-mentioned events, which shall be transferred to GIVT by fiduciary assignment of amounts owed;
21. **Obligated** – an entity who is a party of the air carriage agreement concluded with the Client and who has the obligations specified 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 MATTER

### § 2

1. These Terms and Conditions define:
  - a. the types and the scope of services provided by electronic means;
  - b. the technical requirements to be met for work with the ICT system used by GIVT;
  - c. the general terms of using the Website, the GIVT Hotline and the GIVT Services;
  - d. the claim handling procedure and the conclusion of the Agreement;
  - e. the terms and conditions of the Agreement;
  - f. the complaint procedure;
  - g. the principles of processing personal data.
2. The Terms and Conditions apply to Claim Application Forms and Agreements concluded via the Website or the GIVT Hotline.
3. In matters not governed by these Terms and Conditions, the generally applicable provisions of law, in particular the provisions regarding contract of mandate under 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 Services by electronic means:
  - a. providing information about the Services offered;
  - b. making it possible to submit the Claim Application Form;
  - c. verifying the compliance of the claim with the Regulation (EC) 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 giving a basis to pursue claims for damages for breach of air carriage agreement and/or the Convention for the Unification of Certain Rules for International Carriage by Air, drafted in Montreal on 28 May 1999.
2. Information about the products available to the Client is available in the electronic form on the Website [www.givt.com](http://www.givt.com) and through the GIVT Hotline.
3. The services referred to in § 3(1), 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 TO BE MET FOR WORK 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 user must enable Java Script support and cookies.
4. The Service provider 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 the Services entirely or partially.
7. GIVT has all rights, in particular copyright laws in the Website and in the structure of databases contained therein.

## 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 made available to the Client free of charge at: <https://www.givt.com/pl/regulamin>, before the conclusion of the Agreement, in a way which makes it possible to obtain, read, print and preserve them. The Client shall become familiar with the text of the Terms and Conditions.
3. The Client's use of the Website or the 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 Consumer Rights Act of 30 May 2014 (Journal of Laws of 2014, item 827).
4. The Client who uses the Website or the 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 being properly authorised to represent such parties.
6. The Client bears responsibility for providing correct data when submitting a case on behalf of third parties.
7. No unlawful, offensive, fake or misleading content may be provided.
8. GIVT shall not be liable for any use of the Services in violation of these Terms and Conditions by the Client, as well as for the provision of any false information by the Client, in particular in the event of provision of data of third parties without their consent or knowledge.
9. The Client shall be responsible for any consequences of providing false, inaccurate, incomplete or misleading data.
10. GIVT reserves the right to limit the access to selected Services offered via the Website for those Clients who violate these Terms and Conditions.
11. The Client may terminate the completion of the Claim Application Form at any moment, and resign from the verification Service.

## CLAIM HANDLING PROCEDURE AND CONCLUSION OF THE AGREEMENT

### § 6

1. The Claim Application Form is made available without any strings attached 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 for verification of the claim need to be entered via the Website, transferred through the GIVT Hotline or by electronic means in an e-mail 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 holds a valid authorisation to represent a third party.
4. The Agreement is deemed concluded the moment when, after verification of the claim, GIVT presents the Client an offer to conclude an Agreement with POA or an Agreement with Assignment and the Client accepts its terms and conditions by sending the following to GIVT in an electronic form:
  - a. signed power of attorney in the event of an Agreement with POA or;
  - b. scan of the signed Agreement with Assignment;

If the Client fails to send the signed power of attorney to GIVT or a signed copy of Agreement with Assignment, GIVT is entitled to take further actions by contacting the Client in connection with the claim (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 accept a claim without cause.
6. After the Agreement is concluded, the Client shall provide, at every GIVT's request, the originals of all documents indicated by GIVT as necessary to perform the Service, subject to § 6(7).
7. If the Client is unable to submit the flight ticket, the Client authorises GIVT to download an electronic ticket from the Obligated, undertaking that such actions will not violate the rights and freedoms of third parties.
8. In the case of failure to provide the originals of the documents and/or data indicated by GIVT at any request, the lack whereof makes it impossible to process the case, 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 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 the Agreement with POA are defined by these Terms and Conditions and the Agreement is performed with the use of a power of attorney granted by the Client to GIVT and/or GIVT's Partners.
3. The terms and conditions of the Agreement with Assignment are defined herein and in the Agreement form signed by the Client. As a result of the Agreement, the Client makes a fiduciary assignment of the Amount Owed to him/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 to grant a power of attorney.
4. GIVT reserves the right to select the form of the Agreement to be offered to the Client.
5. The provisions of clauses § 7(6) through § 7(11) are common for the abovementioned Agreements.
6. **The Agreement is concluded for the time to completely enforce the compensation due from the Obligated, whether in pre-trial, court and enforcement proceedings,** as a compensation for:
  - a. flight delay;
  - b. flight cancellation;
  - c. denied boarding;
  - d. other losses for violation of an air carriage agreement.
7. In performance of the subject 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 compensation from the Obligated;
  - b. represent the Client or collect the Amounts Due in its own name at the stage of pre-trial court negotiations with the Obligated and with the Civil Aviation Authority / another authority responsible for enforcing compliance with provisions of Regulation EC 261/2004 (NEB) or an 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. keep the Client informed about the performance of the Agreement by contacting the Client to the e-mail address or mobile phone number indicated by him/her on the Application Form. 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 remuneration costs of the attorney during the trial;
  - b. court fees;

- c. costs of substitute attorney or travel expenses of the attorney related to travelling to the hearings.
10. If the judgment awards damages or another compensation hereunder, GIVT is entitled to being reimbursed for all the court costs actually incurred by the company and the costs of legal representation awarded by the court.
  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/she has already concluded an agreement for fiduciary assignment of amounts owed with GIVT.

§ 8

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

§ 9

1. GIVT undertakes to transfer any compensation obtained from the Obligated to the Client minus its remuneration specified in clause § 9(2) and any incidental dues under clause § 9(5), within 14 Working Days of their receipt to the bank account of the company, to the bank account indicated by the Client or by postal order to the address within the Republic of Poland, provided that the Client provided the company with all details necessary to transfer the obtained compensation.
2. **In consideration of the performance of the Agreement, GIVT is entitled to commission-based remuneration** (hereinafter also referred to as the commission) **in the amount representing:**
  - a. **29%** (in words: twenty nine percent), inclusive of a 23% VAT, if the money from the Obligated is obtained at the first stage of Agreement performance, i.e. at the stage of the complaint procedure with the Obligated or
  - b. **49%** (in words: forty nine percent), inclusive of a 23% VAT, if the money from the Obligated is obtained at the second stage of Agreement performance, i.e. at the stage of the proceedings before the supervisory authority of the Obligated (NEB) or another entity resolving disputes with consumers within the Alternative Dispute Resolution, or in proceedings before a common court. The second stage of Agreement performance begins as soon as the Obligated, at the stage of complaint procedure, refuses to pay the full due amount of compensation under the Regulation EC 261/2004 or fails to respond within at least 30 days from the day when the complaint was sent and GIVT initiates the activities to receive the compensation.
3. Clause § 9(2) shall not apply to Clients who have concluded an Agreement with GIVT through GIVT's business partner if the Client is informed about any commission other than that specified in § 9(2) before the conclusion of the Agreement through the GIVT Hotline or e-mail.
4. The commission referred to in § 9(2) is calculated based on any payments, discounts, allowances, vouchers, etc. obtained from the Obligated **as a result of or in relation to the proceedings managed by GIVT or the lawyers from its partner law firms.**
5. If the Obligated satisfied the claims under the Agreement along with any incidental dues, e.g. delay interest, GIVT is entitled to any fully paid incidental dues.
6. If the Obligated pays the compensation directly to the Client, their fellow passenger or a person indicated by the Client after the Agreement date, in violation of 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, in line with the information about its amount communicated beforehand to the Client by GIVT – to GIVT's bank account. In order to determine the amount of the remuneration due to GIVT, the Client undertakes, immediately after receiving any compensation from the Obligated, to send the confirmation that the compensation was paid to the bank account or the payment card or a scan of another document confirming the receipt of the compensation in a specified amount from the Obligated to GIVT. GIVT shall inform the Client about the amount of commission he/she is entitled to, which shall be calculated as follows:
  - a. if the compensation was paid in euros (EUR), the amount of commission-based remuneration for GIVT shall be calculated according to the following formula:  
  
amount of received compensation in euros (EUR) x commission rate x average rate of the NBP [*National Bank of Poland*] for EUR/PLN from The Working Day preceding the issue of the VAT invoice by GIVT for the Client;
  - b. if the compensation was paid in Polish zlotys (PLN), the amount of commission-based remuneration for GIVT shall be calculated according to the following formula:  
  
amount of received compensation in Polish zlotys (PLN) x commission rate.
7. If the Client fails to send GIVT a confirmation of compensation payment to the bank account or the payment card or a scan of another document confirming receipt of the compensation in the specified amount referred to in § 9(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 based on the following formula:  
  
amount of received compensation in euros (EUR) in the 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 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 is provided by the Obligor, GIVT pays the Client the compensation referred to above in Polish zlotys (PLN), converted based on the average rate of the NBP for the currency in which the compensation was paid by the carrier, from the Working Day preceding the received compensation from the Obligor.
9. Where the compensation is paid, at the Client's explicit request, to a bank account kept in currency other than Polish zloty (PLN), GIVT pays the Client the compensation in the following currency:
  - a. Polish zloty (PLN), if the Obligor paid the compensation to the bank account of GIVT kept in Polish zloty (PLN),
  - b. Euro (EUR), if the Obligor paid the compensation to the bank account of GIVT kept in euro (EUR).

For the avoidance of doubt, in such a case GIVT does not have control over the currency rates applicable in the Client's Bank and on the transaction costs charged by the Client's Bank and shall not be liable for any transaction costs charged by the Client's Bank.

10. Where compensation is paid, at the Client's explicit request, made by postal order or to a bank account where a withdrawal cannot be made in the form of a SEPA Transfer, GIVT will charge the Client with all transaction costs i.e. fees connected with sending a bank transfer or postal order as follows, after first informing the Client about such additional charges:
  - a. in the case of a bank transfer – the Client shall be indicated as the 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 the case of a postal order – Client shall be indicated as the 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 shall not be liable for transaction costs charged by the Client's Bank.

11. A Client who fails to notify GIVT about the receipt of compensation directly from the Obligor, in violation of clause § 9(6), shall pay GIVT a contractual penalty of 25 EUR (in words: twenty five EUR) based on the debit note issued by GIVT. GIVT shall be entitled to seek damages above the stipulated contractual penalty on general terms, in particular to claim the commission-based remuneration GIVT is entitled to.

## § 10

1. The Client represents that on the Agreement date he/she:
  - a. is entitled to a monetary compensation from the Obligor resulting from the breach of air carriage agreement;
  - b. has not filed any claims covered by the subject of the Agreement to the Obligor;
  - c. has not entrusted the performance of the subject of the Agreement to any other entity and shall not do so during the term of the Agreement;
  - d. has not waived his/her claims covered by the subject of the Agreement, including in particular under a settlement or another agreement;
  - e. has not concluded any agreement which would decrease the amount of claims covered by the subject of the Agreement with the Obligor and also does not have any debts towards the Obligor that would give the Obligor a right to mutual setoffs under Article 498 et seq. of the Polish Civil Code;
  - f. is aware that GIVT shall be entitled to decide how to perform the Agreement, and reject a settlement offer involving constituting partial recognition of debt, acceptance of 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 a monetary compensation from the Obligor, unless it is in violation of any consumer laws binding upon the Client.

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

- h. is entitled to dispose of the right to the Amount Owed, which does not have legal defects, is not a collateral for claims of third parties, and that his/her right to dispose of the Amount Owed is not excluded or limited contractually or by generally applicable laws;
  - i. the Amount Owed covered by the fiduciary assignment has not been seized in any proceedings to secure claims or any enforcement proceedings and is not covered by any composition proceedings or bankruptcy proceedings;
  - j. the disposed of Amount Owed has not been a subject matter of an assignment contract;
  - k. shall not undertake any actions aiming to collect the Amount Owed from the Obligor during the term of the Agreement, in relation to fiduciary assignment of the Amount Owed.
2. The Client undertakes to notify GIVT if any of the above declarations are inconsistent with facts as early as before the conclusion of the Agreement. GIVT, taking into consideration the above notification from the Client, shall make a decision whether to accept or reject the Client's case.
3. The Client shall:
  - a. not conclude, without prior notification of and acceptance from GIVT, a settlement or an agreement obligating the Client to sign a settlement, and shall not waive his/her claims towards the Obligor;
  - b. immediately forward to GIVT any information he/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 GIVT and GIVT's Partners any powers of attorney as necessary to properly perform the agreement for seeking compensation for breach of air carriage agreement. The Client revoking one or another power of attorney shall entitle GIVT to terminate the said

agreement with immediate effect 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.

#### § 11

1. Both GIVT and the Client may terminate the Agreement taking into consideration the following provisions:
  - a. GIVT may terminate the Agreement once it is established that there are no actual or legal grounds for the performance thereof. If this happens, GIVT shall not charge the Client with any costs for managing the case;
  - b. GIVT may terminate the Agreement with immediate effect as soon as any of the representations referred to in § 10 made by the Client are found to be inaccurate or when the Client fails to provide the documents or data which GIVT requested by a specified deadline and may 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. if the Client terminates the Agreement e.g. in order to entrust the collection of the amounts under the Agreement to GIVT's competitor, GIVT shall have the right e.g. to charge the Client with any costs incurred in relation to the 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. Notice of termination of the Agreement should be sent by traditional post to GIVT's address.

### COMPLAINT PROCEDURE

#### § 12

1. The Client may submit 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 errors, faults and discrepancies connected with use of Services and resulting from:
  - a. the Client's errors or mistakes;
  - b. malfunction of the Internet browser or telecommunication connections;
  - c. the Client's telecommunication connections having too low capacity or throughput;
  - d. any activity of third parties, for the conduct of which GIVT is not responsible.

### FINAL PROVISIONS

#### § 13

1. GIVT notes that a Client who is a Consumer and who has concluded an agreement outside the premises of the enterprise may rescind the agreement without cause by submitting a relevant written statement within 14 days (in words: fourteen) of the conclusion of the Agreement. To meet that deadline, it is sufficient to submit, before that deadline, a rescission template provided by GIVT to the Client along with the confirmation of Agreement conclusion and these Terms and Conditions.
2. The Terms and Conditions shall be effective as of the day of their publication on the Website, which is the day as of which they shall apply to Agreements concluded with GIVT.
3. GIVT reserves the right to amend the Terms and Conditions. New Terms and Conditions apply exclusively to new Agreements, concluded after the date of the Terms and Conditions effective date.
4. Should any provision of the Terms and Conditions or 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 matters not governed by this Agreement for claiming damages for breach of air carriage agreement or the Contract for fiduciary assignment of amounts owed for breach of air carriage agreement, the provisions of the Polish Civil Code shall apply.
6. Unless otherwise provided for in the mandatory provisions of law, these Terms and Conditions and the Agreement shall be governed by Polish law.
7. Processing of personal data takes place in accordance with the GDPR and other generally applicable laws regarding protection of personal data. Detailed rules for data processing were established 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 to 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 or failure to receive the compensation for the Client. Provision of data during submission of a claim means granting consent to the processing of such data according to Article 6(1)(e) of the GDPR so that the Recommending Person can be awarded a bonus.
9. Submitting a claim on the Website or to the GIVT Hotline means that the Client understands and accepts all of the Terms and Conditions.

10. Polish language version of these Terms and Conditions and Agreement shall prevail in the case of any discrepancies with any other language version.