

# Terms And Conditions

## Article 1: Definitions

In these terms and conditions (the “Terms”), the defined terms below shall have the following meaning:

1.1 “Agreement”: an agreement between a Client and AirHelp that is reached after the acceptance of these Terms by the Client. For Justice as a Service the Agreement shall be considered reached, , when the Client has signed the Assignment Form or an Authority Document in addition to accepting these Terms.

1.2 “AirHelp”: AirHelp Limited, a company incorporated in Hong Kong with its registered office at 9B Amtel Building, 148 Des Voeux Road Central, Central, Hong Kong (CB No. 1926223, BR No. 61625023-000).

1.3 “AirHelp+ Membership”: If a Client has purchased AirHelp+ Membership, AirHelp will waive its Service Fee and Legal Action Fee, if applicable, for AirHelp’s delivery of Justice as a Service for the Claims covered by the booking for which the Client purchased AirHelp+ Membership.

1.4 “AirHelp Connect”: A free online tool available on AirHelp’s website and mobile application that allows you to connect your inboxes to AirHelp for the purpose of allowing AirHelp to identify flight bookings and potential claims under Air Passenger Rights Regulation in your inboxes.

1.5 ”Air Passenger Rights Regulation”: any law, regulation, directive or similar, whether issued on state, federal, EU, national or regional level, that establishes rules on monetary compensation, damages or refund to passengers in the event of overbooked, delayed, cancelled or otherwise disrupted flights or luggage claims.

1.6 “Assignment Form”: the document, whereby the Client, subject to the terms and conditions therein, assigns ownership of the Claim to AirHelp.

1.7 “Authority Document”: a document provided by AirHelp to the Client, which authorizes AirHelp or one of AirHelp’s affiliates or partners to act on behalf of the Client. The

document may be in many shapes and forms, due to various jurisdictional requirements, including, but not limited to, a Power of Attorney or a Client Care Agreement.

1.8 “Claim”: any claim against an airline for monetary compensation, damages or refund pursuant to Air Passenger Rights Regulation.

1.9 “Client(s)”: person(s) that has accepted these Terms.

1.10 “Eligibility Service”: is AirHelp’s delivery of its state-of-the-art claim eligibility determination through software. The Eligibility Service is conducted on a Claim by Claim basis in AirHelp’s web form or on all found flights, if the Client has connected to AirHelp Connect. The Eligibility Service will inform the Client of the likelihood of having an eligible Claim. An eligible Claim will have a high likelihood of getting paid and AirHelp will provide its Justice as a Service for such Claims, if requested by the Client. Claims that are not eligible will have a low likelihood of getting paid and AirHelp will not provide its Justice as Service for such Claims. Eligibility Service is currently only available for EC 261 Claims.

1.11 “Flight Compensation”: total amount of money paid by an airline in relation to a Claim as compensation, settlement, gesture of goodwill or otherwise, to the Client or AirHelp after the Client has accepted these Terms. For the avoidance of doubt, Flight Compensation do not include any payments or reimbursements of attorney’s fees, cost of legal advice, court fees, collection cost, interest or similar, which payments shall belong solely to AirHelp.

1.12 “Information Service”: is AirHelp’s provision of flight information, airline information, airport information, other travel related information, information about air passenger rights and consumer protection laws. The information will both be specifically relevant to the Client’s travels and be of more a generic context, such as ranking of airports or airlines, or news about changes in air passenger rights. The information will be delivered through electronic communication, including e-mail, personalized dashboard, AirHelp controlled websites or in mobile application.

1.13 “Justice as a Service”: is AirHelp’s pursuit of a Claim, including, if necessary, by Legal Action.

1.14 “Legal Action”: filing a Claim with a court or government body, such as a national enforcement body (NEB), or handing over a Claim to a contracted legal representative, such as an attorney or law firm.

1.15 “Legal Fast Track”: is a procedure for airlines that usually do not pay Flight Compensation, unless Legal Action is taken. If AirHelp provides Justice as a Service by provision of Legal Fast Track, AirHelp will charge both its Service Fee and Legal Action fee due to the increased risk and cost for AirHelp.

1.16 “Member(s)”: person(s) that has purchased AirHelp+ Membership.

1.17 ”Price List”: appendix attached to this Terms specifying accepted currencies, methods of payment and all fees charged by AirHelp.

1.18 ”Regulation 261/04”: Regulation (EC) No. 261/2004 of the European Parliament and of the Council dated 11 February 2004, establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delays of flights.

## Article 2: Agreement

2.1 After the Client has accepted these Terms, AirHelp agrees to deliver and the Client agrees to receive Eligibility Service and Information Service.

2.2 After the Client has accepted these Terms and signed either the Assignment Form or Authority Document, the Client agrees to receive Justice as a Service and AirHelp agrees to deliver Justice as a Service, unless AirHelp notify the Client without unreasonable delay that AirHelp cannot deliver Justice as a Service for such Claim.

2.3 By entering into an Agreement with AirHelp, the Client warrants that he/she is authorized and has legal capacity to enter into the Agreement on his/her own behalf and, where applicable, on behalf of his/her fellow passengers. By signing the Assignment Form or an Authority Document, the Client warrants that he/she is authorized and has legal capacity to sign the Assignment Form or an Authority Document on his/her own behalf and, where applicable, on behalf of his/her minor fellow passengers.

2.4 The Client acknowledges that AirHelp only seeks Flight Compensation. The Client agrees that AirHelp will not accept travel vouchers and/or other services as Flight Compensation and that such offer from airlines will be considered as refusal of payment, unless AirHelp determines that the likelihood of a more favorable outcome for the Client is low and it under the circumstances would be the best choice to accept such offer.

2.5 The Client warrants that the Claim has not been assigned to third parties and no legal dispute is pending or expected between the Client and the airline in the same matter.

2.6 After signing the Assignment Form, the Client may not assign the Claim to any other party as the legal title to the claim has been assigned to AirHelp. Any existing engagements or assignments, if any, must be cancelled before signing the Assignment Form or an Authority Document. For the avoidance of doubt, in the event that the Client has signed an Authority Document, the Client can withdraw the authority given in the Authority Document by giving written notice to AirHelp.

2.7 If the Client receives any direct payments or any other compensation from the airline concerned after entering into the Agreement, the Client shall be obliged to advise AirHelp without delay. Such payments shall be considered Flight Compensation and entitle AirHelp to its Service Fee and Legal Action Fee, if Legal Action was taken by AirHelp prior to the Client receiving payment from the airline concerned. For the avoidance of doubt, Flight Compensation do not include any payments or reimbursements of attorney's fees, cost of legal advice, court fees, collection cost, interest or similar, which payments shall belong solely to AirHelp.

2.8 After signing the Assignment Form or an Authority Document, the Client shall be obliged to cease negotiations with the airline concerned and direct any contact made by the airline to AirHelp in order to ensure that AirHelp achieves the best result possible.

## Article 3: Description of Justice as a Service

3.1 AirHelp asserts the Client's Claim for Flight Compensation from the operating airline on the basis of Regulation 261/2004 or any other Air Passenger Rights Regulation in force applicable to the Client's particular air travel.

3.2 Flight data and information may be submitted to AirHelp via website, mobile apps, email, other electronic or software solutions supported by AirHelp or phone.

3.3 To pursue the Claim successfully, AirHelp needs the Client's signed Assignment Form or Authority Document, which he/she can send to AirHelp via the web form, mobile app or using email or postal service. On receiving a Client's signed Assignment Form or Authority Document, AirHelp prepares a request for payment and sends it to the operating airline without unreasonable delay and handles all further correspondence. For this part of

Justice as a Service, if Flight Compensation is paid, AirHelp charges its Service Fee (see Price List).

3.4 If the operating airline fails to pay Flight Compensation within a reasonable period after being notified by AirHelp and provided the case may be asserted with adequate certainty, AirHelp may initiate Legal Action to pursue the Claim. In the event that Legal Action is undertaken and Flight Compensation is paid, AirHelp charges the Legal Action Fee in addition to the Service Fee, to cover the additional costs of Legal Action (see Price List).

3.5 In the event that a contracted legal representative is used for Legal Action, the Client will allow AirHelp to grant the contracted legal representative access to all of the data communicated to AirHelp and allow the legal representative to transfer information concerning the proceedings to AirHelp. Where a separate COA, Power of Attorney, Statement of Truth, Assignment Form or other additional documents are required by the relevant court, the Client undertakes to sign such additional documents. In case the Client has already signed an Assignment Form and signs a COA, Power of Attorney, Client Care Agreement or similar, the Client and AirHelp agree that such Claim is automatically assigned back to the Client immediately prior to the Client signing the COA, Power of Attorney, Client Care Agreement or similar.

3.6 If the contracted legal representative comes to the conclusion that there are insufficient prospects of success, the Client will be advised about this and neither AirHelp nor the contracted legal representative will take further action.

3.7 If AirHelp or the contracted legal representative institutes legal proceedings to pursue a Claim, AirHelp will cover any costs incurred in the event the lawsuit is lost. In the event the lawsuit is won, or a settlement has been reached between the airline and AirHelp, AirHelp will cover any costs incurred that are not covered by the airline.

3.8 The Client acknowledges that it is the sole decision of AirHelp to accept any settlement offer, since the Client has assigned the Claim to AirHelp. In case AirHelp acts on behalf of the Client pursuant to an Authority Document, the Client authorizes AirHelp to accept or reject settlement offers based on AirHelp's experience with the airline and the advice from external legal representatives.

## Article 4: Description of AirHelp+ Membership

4.1 A Client can join the Membership by purchasing AirHelp+ Membership.

4.2 The Membership fee will be advised to the Client at the time of the purchase, which the Client has to pay in order to become a Member and enjoy the benefits specified herein.

4.3 AirHelp offers the Membership either as: i) a per booking subscription, or ii) a period subscription.

i) The Membership as a per booking subscription will cover Claims that originate from the booking for which the Client purchased the Membership.

ii) The Membership as a period subscription will cover Claims that originate from bookings within the given time period.

4.4 The Membership commences on the day of purchase.

4.5 Upon the acceptance of the purchase the Member will receive a confirmation.

4.6 For Members, AirHelp will waive its Service Fee and Legal Action Fee, if applicable, for AirHelp's delivery of Justice as a Service for the Claims for bookings that are covered by the Membership.

4.7 Benefits are personal and apply only to the Member, which means the Member has to be named as a passenger in the booking, and to a certain number of passengers (as set out in the confirmation email), if they are included in the same booking as the Member.

4.8 The Service Fee and Legal Action Fee will not be refunded to the Member for bookings, which originates from flights that were disrupted prior to the commencement of the Membership.

4.9 The Membership is non-transferable. The Member must promptly notify AirHelp upon becoming aware of any unauthorized use of the Membership.

4.10 For the Membership as a period subscription, the Membership shall be automatically renewed for the same period thereafter until and unless the Member provides AirHelp with a written notice of its desire not to automatically renew the Membership.

4.11 Once the Membership is terminated, cancelled, or expired, AirHelp will no longer waive its Service Fee and Legal Action Fee, if applicable, for AirHelp's delivery of Justice as a Service.

4.12 Former Members who have chosen not to renew their Membership, have to file their claim originating from the Membership period, no longer than 90 (ninety) days after the Membership has expired, to receive the benefits of the AirHelp+ Membership.

4.13 AirHelp reserves the right to refuse the Membership to any person and, in case of breach of the Terms by the Member, terminate the Membership at any time.

4.14 The Member will not be entitled to any refund of the Membership fee upon termination of the Membership by AirHelp.

## Article 5: Fees and Payments

5.1 AirHelp provides Eligibility Service, AirHelp Connect and Information Service free of charge.

5.2 AirHelp provides Justice as a Service free of charge, unless AirHelp is successful in collecting Flight Compensation. If AirHelp is successful it will transfer the agreed part of the Flight Compensation to the Client, subject only to fees that may apply pursuant to the Price List. If AirHelp is successful, but the Flight Compensation and/or attorney's fees, court fees, interest or similar has been transferred directly from the airline to the Client, the Client will without unreasonable delay transfer AirHelp's fees pursuant to the Price List and the received attorney's fees, court fees, interest or similar, if any, to AirHelp.

5.3 Payment of the agreed part of the Flight Compensation to the Client will be done pursuant to the options in the Price List.

5.4 If the Client has provided wrong or insufficient information needed to pay the Flight Compensation and it is returned to AirHelp and)the Client, after several reminders and reasonable endeavors from AirHelp to contact the Client by other means than the email provided by the Client to AirHelp, does not respond to correct or provide information needed to pay the agreed part of the Flight Compensation, AirHelp shall be entitled to keep the part of the Flight Compensation that otherwise should have been transferred to the Client.

5.5 When AirHelp has paid the agreed Flight Compensation pursuant to the instruction of and method selection by the Client, AirHelp shall not be liable for:

- i) checks, prepaid debit cards, credit cards and similar lost in transit to the Client;
- ii) any effect of the Client giving wrong bank account information, wrong address or similar, including, but not limited to, the Flight Compensation being paid to the wrong receiver. If Flight Compensation at the fault of the Client has been paid to a wrong receiver, AirHelp shall not be obligated to actively reclaim it.

5.6 No interest may be claimed for the period between the incoming and outgoing payments. AirHelp reserves the right to retain any interest that has been recovered from the airline.

5.7 AirHelp shall not be liable for any amount of compensation, damages or similar, if AirHelp is prevented to transfer the payment to the Client by an event beyond its reasonable control, including without limitation, strike, lock-out, labor dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood and storm.

## Article 6: Data Protection

6.1 AirHelp will primarily use the personal data provided by the Client for the purpose of delivering Eligibility Service, AirHelp+ Membership, AirHelp Connect, Information Service and Justice as a Service in accordance with the Agreement. AirHelp may also collect personal data for other purposes such as statistics, administration and communication, IT and security administration, physical security, authentication and authorization systems, support systems, collaboration of internal projects and organizational teams and activities. All personal data is collected in accordance with the General Data Protection Regulation, Regulation (EU) 2016/679 (see Privacy Statement).

6.2 The Client provides AirHelp with personal data under the General Data Protection Regulation or other data protection laws that may be applicable, with the explicit permission to process the personal data given and for the use thereof in the context of the Agreement. AirHelp will only transfer the personal data to third parties under the conditions as listed below:



- i) if the Client has given consent;
- ii) if it is for a purpose directly related to the original purpose for which the personal data was collected;
- iii) if it is necessary for the preparation, negotiation and fulfilling the Agreement with the Client;
- iv) if it is required due to legal obligation, administrative or court order;
- v) if it is required for the establishment or protection of legal claims or in defense of court actions;
- vi) if it serves the prevention of misuse or other illegal activities, such as deliberate attacks, to ensure data security.

## Article 7: Data and information from the Client

7.1 On request by AirHelp, the Client will provide AirHelp with all data or information that is required for the execution of the Agreement. The Client warrants that the data and information provided is correct, complete and true (see Privacy Statement).

7.2 The Client agrees to fully indemnify AirHelp in all respects for all third-party claims including, but not limited to, incorrect Client communications, provision of incorrect data/information and fraudulent conduct.

7.3 In case of incorrect data/information and fraudulent conduct, AirHelp reserves the right to terminate the Agreement with immediate effect. If the Agreement is terminated in accordance with this paragraph, the Client will not have any right to compensation of any kind.

## Article 8: Right of withdrawal

8.1 If you qualify as a consumer pursuant to EU-consumer regulations i.e. you are a natural person who enters into a legal transaction for a purpose that is neither your commercial nor your independent vocational activity, you have a statutory right of withdrawal.

8.2 You can withdraw your acceptance of our Agreement within 14 days from the conclusion of the Agreement (e.g., letter, email) without the need to specify any reasons. To exercise your right to withdrawal, the withdrawal must be communicated within the 14-day period mentioned above and it must clearly state that you wish to withdraw from the Agreement. Due to the nature of the service provided to you, you cannot withdraw from our Agreement, if we have informed you that the airline has accepted the Claim, as we in such event have completed the service you requested, or that you have been travelling on any flights covered by your AirHelp+ Membership. The withdrawal can be sent to:

AirHelp Limited  
9B Amtel Building  
148 Des Voeux Road Central  
Central  
Hong Kong

or

e-mail: [info@airhelp.com](mailto:info@airhelp.com)

or for AirHelp+ Membership

e-mail: [plus@airhelp.com](mailto:plus@airhelp.com)

8.3 For AirHelp+ Membership, if the cancellation is received by AirHelp 14 days after the conclusion of the initial or renewed Membership, the Member will not be entitled to any refund of the Membership fee.

## Article 9: Final Provisions

9.1 AirHelp is authorized to alter these Terms and the Price List and to set forth additional conditions at any time and without notice. However, changes with a negative effect to the Client will not apply to the Client, unless the Client agrees to new changes.

9.2 The laws of Germany apply to these Terms, the Assignment Form and the Agreement between AirHelp and the Client. The Client is, however, always entitled to claim due protection under mandatory provisions provided by laws of the country where the Client resides.

9.3 Should any provision of these Terms be or become void, illegal or unenforceable, this shall not affect the validity of the remaining provisions in any way whatsoever.

9.4 Rights and obligations fully or partially related to any submitted Claim may be transferred without restrictions by AirHelp to any entity within the corporate group of AirHelp and by AirHelp to third parties.

9.5 The English version of these Terms shall prevail in case of inconsistency to any other language version.

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