

TERMS AND CONDITIONS

1. Definitions:

- 1.1. **"Terms and Conditions"** – These terms and conditions constitute an agreement between Aviarefund.com and the Client.
- 1.2. **"Aviarefund.com"** – limited liability company, incorporated in Estonia, Vabriku street 2-14, Harju County, Tallinn, 10411, (Company Number 14693863).
- 1.3. **"Client"** – every natural or legal person, his/her representative(s), authorized agent(s), successor(s) in the title and/or heir(s) who has/have entered into Agreement with Aviarefund.com.
- 1.4. **"Agreement"** – a contract between the Client and aviarefund.com, which is reached after the acceptance of these Terms and Conditions by the Client.
- 1.5. **"Consent"** - **"Power of attorney"** – a document, whereby the Client agrees to be represented by aviarefund.com at any stage of claim or litigation procedures.
- 1.6. **"Claim"** – the passenger's claim for monetary value compensation against the airline on the basis of Regulation 261/2004, possibly in combination with a claim based on the Convention for the Unification of Certain Rules for International Carriage by Air of 1999 (Montreal Convention) or any other laws or regulations on the rights of air passengers.
- 1.7. **"Compensation"** – amount of money that is to be paid by an airline to a passenger whose rights were violated.
- 1.8. **"Commission"** – agreed amount of remuneration of aviarefund.com for compensation received for the Client.

2. General

- 2.1. By signing the Terms and Conditions Client accepts it and is entering into an Agreement with Aviarefund.com.
- 2.2. By entering into an Agreement with aviarefund.com, the Client declares that he/she is entitled to enter into this Agreement on his behalf or on behalf of the (fellow) claimant(s) indicated by him.
- 2.3. Aviarefund.com is entitled to decide against entering into an agreement or to refuse a Client without stating the reasons. In that event, Aviarefund.com will notify the client within 5 (five) business days.
- 2.4. The Client warrants, that at the time of signing the Terms and Conditions the Compensation is not being pursued by him personally, the right has not been assigned to third parties and no legal dispute is pending between the Client and the airline on the same matter. In case of warrants breach by the Client, Aviarefund.com has a right to terminate the Agreement unilaterally with the Client notification.

- 2.5. The Client warrants, that at the point of Agreement and Consent signing he/she is entitled for the application submission and has the full powers for Contract and Consent signing. The Client also warrants that signing Agreement and the Consent he/she does it on his/her behalf. In case of warrant's breach by the Client, Aviarefund.com has a right to terminate the Agreement unilaterally with the Client notification.
- 2.6. After entering into the Agreement, the Client grants Aviarefund.com the irrevocable authority to recover compensation for the Client's benefit and undertakes an obligation not to engage the claim on his own and start any litigation procedure, as well as assign it to any other party without the approval of Aviarefund.com.
- 2.7. After the acceptance of the Terms and Conditions the Client shall be obliged to forward any correspondence records(if such exist) regarding the Claim to Aviarefund.com and cease further negotiations with the concerned airline (if exists) and direct any contact made by the airline to Aviarefund.com in order to ensure that Aviarefund.com achieves the best possible result in recovery of compensation.
- 2.8. If the Client receives any direct payments or any other compensation regarding the Claim concerned after entering into the Agreement, the Client shall be obliged to inform Aviarefund.com in 3 (three) business days.
- 2.9. The Client is obliged to provide Aviarefund.com with full, truthful and accurate information necessary to pursue the Claim over the term of the Agreement for the purposes of successful collection of compensation.
- 2.10. The Agreement terminates, when:
 - 2.10.1. Aviarefund.com has successfully recovered compensation in accordance with the Client's Claim. The agreed sum was transferred to the Client.
 - 2.10.2. Aviarefund.com has established that it would be useless to continue to pursue the Claim after conducting an in-depth review of the case and has advised the Client that such Claim will not be pursued.

3. Descriptions of services

- 3.1. Aviarefund.com represents the Client in negotiations with the airline for the recovery of Compensation in accordance with the Claim on the basis of Regulation 261/2004 or any other any other laws or regulations on the rights of air passengers, applicable to the Client's particular air travel.
- 3.2. Aviarefund.com updates the Client on the main stages of Claim settlement including, but not limited to the acknowledgement of documents, submission of the Claim to the airline, receipt of the final decision, receipt of monetary compensation from the airline.
- 3.3. Internal documentation of Aviarefund.com, procedural documentation for claim, litigation and enforcement proceedings (including written communications with airlines, national enforcement bodies) can be presented to the Client. In fact, the final decision on the disclosure of such information is to be taken by Aviarefund.com.
- 3.4. In the event the Claim is successfully collected by Aviarefund.com, the sum is later transferred to the Client.
- 3.5. The Client acknowledges that after signing of Terms and Conditions, he/she transfers the right of any decision making with respect to dispute resolution to Aviarefund.com.
- 3.6. Aviarefund.com may initiate legal proceedings for the recovery of the Claim. It is the sole decision of Aviarefund.com to bring an action before the court. The Client will be informed of such decision no later than 7 (seven) days before the commencement of proceedings.
- 3.7. In the event that a contracted legal representative is used for legal action, the Client will allow Aviarefund.com to grant the contracted legal representative access to all of the data communicated to Aviarefund.com and allow the legal representative to transfer information concerning the proceedings to Aviarefund.com where any other additional documents are required for the legal action, the Client undertakes to provide such additional documents.

3.8. The Client is permitted to withdraw the instructions to initiate legal proceedings at any time. In this case, the Client will be obliged to reimburse any legal costs sustained by Aviarefund.com.

4. Remuneration terms

- 4.1. Aviarefund.com do not collect any Commission and service fee.
- 4.2. All funds collected from the Airline after the Agreement has been entered into that relate to the Claim will be regarded as having been collected as a result of efforts and activities of Aviarefund.com.
- 4.3. The Client acknowledges that Aviarefund.com does not accept touristic vouchers or/ and any other services as Compensation. Voucher offer or other alternatives are considered as the refusal for Compensation.
- 4.4. The Client acknowledges that Aviarefund.com does not accept partial compensation. Such offer is considered as the refusal for Compensation.
- 4.5. In case the case is successfully settled on the basis of the Claim submitted, success fee amounts of Aviarefund.com is 25% (twenty-five percent) , unless otherwise agreed by parties.
- 4.6. In case the monetary compensation is transferred to the bank account of Aviarefund.com, it undertakes to inform the Client of such and make a request for the bank information. Aviarefund.com makes decision on its own on the compensation transfer method. The Client is to provide Aviarefund.com with requested information for the transfer. Aviarefund.com is under the obligation to transfer the agreed compensation sum (with a deduction bank commission or any commission for the transfer) to the Client's account within 14 (fourteen) days since the receipt of Client's bank information.
- 4.7. The Client acknowledges that in case of incorrect information on bank account, address, the Compensation recipient, Aviarefund.com does not hold any liability for the transfer of Compensation to a wrong recipient.
- 4.8. In case the monetary compensation is transferred into the Client's account, the Client undertakes to inform Aviarefund.com of such within 3 days from the receipt of the abovementioned payment and transfer the agreed success fee to the bank account of Aviarefund.com, in case otherwise agreed by parties.
- 4.9. Any bank fees for the transfer of funds as well as applicable VAT will be charged to the Client. In case the Client did not receive the transfer by specified means within one month, the Client has to notify Aviarefund.com about this fact. Otherwise, the transfer is considered to be completed.
- 4.10. The parties to Agreement acknowledge that the Client cannot claim any interest for the period between Compensation transfer to Aviarefund.com bank account and its transfer to Client.

5. Processing of Client's Personal Data

- 5.1. The obtainment, processing and storage of personal data of the Clients by Aviarefund.com is covered by the existing data protection legislation of Latvia and General Data Protection Regulation 2016/679.