Terms And Conditions

These Terms and Conditions (the "Terms") constitute the legally binding agreement between a customer ("Customer" or "you") and AirHelp with regard to the provision of our Services by: accepting these Terms, you agree to be bound by them, and additional terms applicable to our Services you have selected, and the AirHelp Privacy Statement.

We recommend that you do not engage with AirHelp for any of our Services until you have read and understood these Terms, the Privacy Statement, and Our Fees, if any, and have questions, which, in relation to details of your Claim, AirHelp answers in check and run Offers.

Our Services are offered to you by Flight Hero Ltd, a Polish destination or origin / Broad, your use of our Services may be governed by the Brexitder Offer.

1. USE AND NATURE OF OUR SERVICES

Use of our Services

1.1 By accepting these Terms and using our Services you affirm you are (i) a natural person over the age of legal majority in your country of residence who can enter into legally binding agreements under applicable law, and (ii) authorised to enter into these Terms and any Service-specific terms on your own behalf, and where applicable, on behalf of other passengers.

Nature of our Services

1.2 The AirHelp Group provides services to help air passengers manage the impact of flight disruptions, including but not limited to, assisting with claims for compensation under Applicable Claims on behalf of passengers (which Services AirHelp is authorised to perform by passengers' rights (including but not limited to, claiming compensation) arising from delayed or cancelled flights and/or other related losses.

1.3 AirHelp is not a law firm, and is not acting as a lawyer or your behalf or providing you directly with legal advice. Nevertheless, during the provision of our Services and in accordance with the Terms and Forms, AirHelp may engage with contract lawyers or contract attorneys for the purpose of providing our Services.

1.4 If you have purchased an insurance product through AirHelp, AirHelp operates as a regulated insurance agent in cooperation with Zurich Insurance. AirHelp does not act as a risk bearer itself, but only assumes a function as an intermediary. These Terms do not apply to your purchase of the insurance product. Instead, the terms and conditions of Zurich Insurance shall apply to the product you have purchased, including the name of the Airline Third Party who is providing the coverage in the event of damage.

2. DEFINITIONS

In these Terms, the following defined terms shall have the meanings stated below:

2.1 "AH Signature" means a signature provided to you electronically as the other AirHelp signing tool, and concluded the equivalent of a handwritten signature. In the event you are unable to provide an electronic signature, AirHelp will provide a manual signature process.

2.2 "AirHelp" means AirHelp Germany GmbH, a company based in Germany with its registered office at Schönhauser Allee 36, 10435 Berlin, Germany, registered in the Commercial Register (Local Court of Charlottenburg, HRB 156215). Registered data controller service provider according to EU Law (1 No.1 AGG Germany).

2.3 "AirHelp Group Companies" means any entity that, directly or indirectly, controlled by AirHelp or AirHelp's ultimate parent company through the ownership of share capital voting securities, by contract, or otherwise.

2.4 "AirHelp Plus Membership" or "Membership" means the subscription service, which can be purchased as a single payment or on a yearly subscription.

2.5 "AirHelp Plus Services" means the services listed in the AirHelp Plus Services Schedule, available to Members who have subscribed to AirHelp Plus.

2.6 "AirHelp Third Party" means a person or entity under contract with AirHelp to assist in the provision of our Services either directly or indirectly to the Customer.

2.7 "Airline" means the commercial airline that operated the flight for which our Services may be provided.

2.8 "Air Passenger Rights Regulations" means any law, regulation, directive, international convention, regulatory requirement, decision, guideline, or other lawful measure, recognised or imposed by law, and, case law, which grant a consumer may claim monetary compensation, damages, or refunds in the event of overbooked, delayed, cancelled, or otherwise disrupted flights or luggage related losses. These may include, without limitation, general consumer protection laws, "EC 261" Regulation (EC) No. 261/2004 of the European Parliament and The Council dated 11 February 2004, the Montreal Convention, the Warsaw Convention, the Consumer Protection Regulations (EU) 2016/ Regulations 2016, Turkish "2016" passenger regulation, Canadian Air Transportation Act, Passenger Protection Regulations, and "MC", The Montreal Convention 1999.

2.9 "Assignment Agreement" means the document in which, in addition to other terms, requested by AirHelp or in a case by case basis, whereby you and AirHelp agree that AirHelp shall become the owner of the Claim, subject to the terms of the Assignment Agreement, in order to collect and receive payments.

2.10 "Authority Document" means the document which authorizes AirHelp and/or an AirHelp Group Company or AirHelp Third Party to act on behalf with regard to your Claim. The document may include, but is not limited to, a power of attorney, additional documentation, including, but not limited to a power of attorney or certificate of authorisation.

2.11 "Claim" means any claim against an Airline for monetary compensation, damages, or refund in accordance with the Passenger Rights Laws or an Airline's goodwill.

2.12 "Compensation Service" means the service whereby AirHelp, either by itself or together with its Group Companies and AirHelp Third Parties, pursues a Claim on your behalf. This may include Legal Action.

2.13 "Customer" means you, the person who has accepted these Terms. The Customer may also be referred to as "Client" or some derivative.

2.14 "Direction" means the process by which AirHelp has the right to make decisions with regards to your Claim, as described further below.

2.15 "Eligible Claim" means a Claim for compensation, damages, refund, or/and/or, the Airline's Claim that AirHelp is willing to pursue on your behalf by providing you with the Compensation Service.

2.16 "Eligibility Service" means the process whereby AirHelp to determine whether your Claim is an Eligible Claim.

2.17 "Flight Compensation" means the total amount of money, or other recoverable (where accepted by AirHelp in its Discretion), paid by an Airline in relation to a Claim as compensation, refund, damages, additional expenses of goodwill, or otherwise, to you or AirHelp as a result of the Compensation Services. For the avoidance of doubt, Flight Compensation does not include any amounts payable to AirHelp by the Customer for AirHelp's fees, costs, or/and/or, other, which have been due/paid by AirHelp or result from AirHelp's interaction.

2.18 "Follow Passenger" means any passenger who the Customer has included in the Form for AirHelp's Group Companies such as a family member or passenger that traveled together with the Customer on the Airline.

2.19 "Form" means the Assignment Form, Authority Document, power of attorney, or other document, which AirHelp, AirHelp Group Companies, or AirHelp Third Parties provide to you to use our Services. AirHelp will determine which Form is the most appropriate on a Claim by Claim basis.

2.20 "Goodwill Claim" is when AirHelp makes a request to the Airline, in absence of developed Air Passenger Rights Regulations, for Flight Compensation. Flight Compensation for Goodwill Claims may be monetary or in-kind, such as a flight voucher, hotel or other.

2.21 "Information Services" means AirHelp's processing of flight information, where information, stored in AirHelp's flight database, is provided to you in a machine-readable format, where applicable for Passenger Rights Regulations. The information may be also specific to the Customer's flight or non-flight specific general information. The information will be delivered through your Claim back to you, or authorising your Claim through AirHelp's Services, or independently.

2.22 "Lawyer" means any attorney or/or and/or law firm that AirHelp has contracted with for Legal Action or other legal services with regard to a Claim.

2.23 "Legal Action" means the prosecution and filing of a Claim for judicial action, either by filing the Claim with a competent judicial body, such as a national small claims court, MSEC, or bringing over a Claim to a Lawyer, for prosecuting the Claim directly in the Airline or for judicial action, or moving the Claim from one jurisdiction to another.

2.24 "Legal Action Fee" means the fee listed in Our Fees that AirHelp charges you when you receive Flight Compensation for the process of the Compensation Service that included Legal Action. The Legal Action Fee is paid in addition to the Service Fee.

2.25 "Legal Expenses" means all fees incurred by, paid by, or awarded to you or the AirHelp Group in furtherance of Legal Action, including, but not limited to, attorneys' fees, application fees, court and claim costs, translation costs, bailiff's costs, extrajudicial collection, or other related fees and expenses.

2.26 "Lawyer" means any attorney or/or and/or law firm that AirHelp has contracted with for Legal Action or other legal services with regard to a Claim.

2.27 "Legal Action" means the prosecution and filing of a Claim for judicial action, either by filing the Claim with a competent judicial body, such as a national small claims court, MSEC, or handing over a Claim to a Lawyer, for prosecuting the Claim directly in the Airline or for judicial action, or moving the Claim from one jurisdiction to another.

2.28 "Legal Action Fee" means the fee listed in Our Fees that AirHelp charges you when you receive Flight Compensation for the process of the Compensation Service that included Legal Action. The Legal Action Fee is paid in addition to the Service Fee.

2.29 "Legal Expenses" means all fees incurred by, paid by, or awarded to you or the AirHelp Group in furtherance of Legal Action, including, but not limited to, attorneys' fees, application fees, court and claim costs, translation costs, bailiff's costs, extrajudicial collection, or other related fees and expenses.

2.30 "Member" means a Customer who has purchased an AirHelp Plus Membership.

2.31 "Membership Period" means the period of time when an AirHelp Plus Member is entitled to use the AirHelp Plus Services. For a yearly subscription this is from the date you first purchased the yearly Membership to the date that is one year from that date, or, if your Membership has been renewed, to a date that is renewed from the date (as further described in these Terms) and as is applicable to the flight for which the Membership was purchased.

2.32 "Our Fees" means the fees and charges listed here specifying accepted currencies, methods of payment which are payable by you to AirHelp. In addition to Our Fees, AirHelp may be entitled to Legal Expenses from the Airline as described in these Terms.

2.33 "Passengers Form" means the document that you and AirHelp sign assigning the rights of your Claim back to you, or authorising your Claim through AirHelp.

2.34 "Service Fee" means the fees listed in Our Fees that AirHelp charges you when you receive Flight Compensation following the provision of the Compensation Service.

2.35 "Services" means any of our services, including, without limitation, the Eligibility Service, Compensation Services, Information Services, or AirHelp Plus Services provided by AirHelp or an AirHelp Group Company in accordance with these Terms and any additional terms specific to the Services selected by you.

2.36 "Will means" any system of value added tax.

3. THE ELIGIBILITY AND INFORMATION SERVICES

Getting Started

3.1 After you have accepted these Terms, AirHelp will provide you the Eligibility Service and Information Service to determine whether, AirHelp believes, in its sole Discretion, you have an Eligible Claim.

3.2 If AirHelp makes this determination, AirHelp will provide you with the Form. The purpose of the Form is to authorize AirHelp to act on your behalf with regard to your Claim against the Airline, as is required by regulation, and/or courts in order to pursue Flight Compensation.

3.3 Provision of the Information Services or Eligibility Service by AirHelp shall not constitute a binding offer to provide you with any other Services, including, without limitation, the Compensation Service.

4. COMPENSATION SERVICE

Submitting the Form

4.1 Prior to commencing the Compensation Service, you will be required to:

4.1.1 authorise your AH Signature on the Form which will specify that you:

4.1.1.1 agree to receive the Compensation Service;

4.1.1.2 acknowledge that AirHelp will only claim Flight Compensation that is monetary and that AirHelp will not claim Flight Compensation that is in-kind, such as a flight voucher, hotel or other. Compensation and that Airline offers for non-monetary compensation may be legitimately AirHelp as an Airline's refusal of Flight Compensation;

4.1.1.3 affirm that you are not pursuing the Claim by any other means either directly or through a lawyer or other third party, and that you will not do so directly or indirectly pending or expected between you and the Airline on the same matter;

4.1.2 you have any existing engagement or assignments with regard to your Claim, you must cancel immediately;

4.1.3 you have not done these steps, you will not receive the Compensation Service.

4.2 Upon receipt and review of the Form, AirHelp will confirm to you in writing, either by email or other written form, the AirHelp will commence the Compensation Service. AirHelp may decide, in its sole Discretion, whether to proceed with or reject the provision of the Compensation Service, or may request further information or documentation prior to commencement of the Compensation Service.

4.3 After submitting the Form,

4.3.1 you may not assign the Claim to any other party as the legal title to the Claim has been assigned to AirHelp;

4.3.2 you may not mandate or authorise another third party to act on your behalf concerning the same Claim.

4.4 If you receive any direct payments or any other compensation from the Airline after entering into the Compensation Agreement, you must advise AirHelp immediately. You understand that AirHelp considered Flight Compensation and and/or AirHelp to the Service Fee, and Legal Action Fee if Legal Action was taken by AirHelp prior to you having received payment from the Airline.

4.5 After submitting the Form, you must cease negotiations with the Airline and direct any communication you have with the Airline regarding your Claim to AirHelp.

Reassignment

4.6 Your claim may be reassigned back to you either at your request or by AirHelp's initiative. In each case, the said line above is acting to you and AirHelp signing a Reassignment Form. In the event that you have signed an Authority Document, you may withdraw the authority given to the Authority Document by giving written notice to AirHelp.

Withdrawal

4.7 At any time after signing and submitting the Form, you have the right to Withdraw and/or revoke your Claim as described in the Withdrawal and Termination section below.

4.8 AirHelp may also Withdraw from the Compensation Service as described in the Withdrawal and Termination section below.

Customer Representation

4.9 If you are acting as the representative or on behalf of a passenger or passengers, then you shall first obtain a power of attorney to act on their behalf and provide a copy of such upon request by AirHelp. For minor passengers, you shall provide their complete data, including: name, birthdate of the minor, the name and signature of the conditions in legal guardian.

Commencing the Compensation Service

4.10 Where AirHelp has notified you in writing as stated above, AirHelp will provide the Compensation Service with the intention of obtaining Flight Compensation on your behalf.

4.11 You will provide AirHelp with all the information that is requested for the execution of the Compensation Service. You are hereby aware that all information you provide is correct, complete, and true, and where applicable, with the consent of Fellow Passengers. Flight data and information may be provided by AirHelp, on the website, email, other electronic or software solutions supported by AirHelp, or phone.

4.12 AirHelp requests that you provide additional information such as:

4.12.1 passenger name: surname, email address, phone number, type of disruption (delay, cancelled flight, or denied boarding/overbooking), reason for flight disruption, flight details, length of delay, name of the Airline, flight number, date of the flight, place of departure and arrival, and description of incident.

4.12.2 an additional Form which may be sent to AirHelp by the web form or any other electronic solutions supported by AirHelp, or using email or a secure system.

4.13 You acknowledge that failure to provide AirHelp with any such information will negatively impact AirHelp's ability to transcribe the Compensation Service.

Flight Compensation and Legal Action

4.14 On receiving your Claim, AirHelp will prepare a request for payment and send it to the Airline and handle all further correspondence. For this part of the Compensation Service, if Flight Compensation is paid, you will be required to pay AirHelp the Service Fee.

4.15 If the Airline fails to pay Flight Compensation within a reasonable period after being notified by AirHelp, AirHelp may, in its sole Discretion, decide that the Airline is unwilling to respond to a request for payment. AirHelp may initiate Legal Action.

4.16 In the event that Legal Action is initiated and Flight Compensation is paid, you will be required to pay AirHelp the Legal Action Fee in addition to the Service Fee.

4.17 In the event that a Lawyer is used to handle Airline, you expressly consent to AirHelp providing the Lawyer access to all the data communicated to AirHelp in order for the Lawyer to take Legal Action.

4.18 Where a separate Form or other additional documents are required to undertake Legal Action, you undertake to provide such additional documents. In cases where you have signed an Assignment Agreement, and sign an Authority Document (or similar), you accept that the Authority Document supersedes the Form.

4.19 If AirHelp or the Lawyer commences Legal Action on behalf of you, AirHelp will cover any Legal Expenses incurred during the Legal Action, even if the case is lost. In the event that the lawsuit is won or a settlement is reached, AirHelp will deduct the Service Fee, Legal Action Fee, and any Legal Expenses incurred by the Airline. When applicable, if AirHelp has made a reimbursement of Legal Expenses will be paid forward. The same applies to Legal Expenses regardless of whether the legal proceedings are performed by AirHelp or a Lawyer. For the avoidance of doubt, all reimbursements including Legal Expenses will be paid forward to AirHelp.

4.20 You agree and acknowledge that the final outcome of Legal Action and obtaining Flight Compensation may take years.

Settlements

4.21 AirHelp, in its sole Discretion, may offer to accept from the Airline individual or collective Claim settlements for Flight Compensation.

4.22 You acknowledge that the decision to accept a settlement from the Airline for Flight Compensation rests solely with AirHelp, since you have assigned the Claim to AirHelp. In case AirHelp acts on your behalf in accordance with an Authority Document, you authorize AirHelp to accept or reject settlement offers issued to AirHelp in Discretion, without the need for your additional consent.

4.23 AirHelp may pursue the assigned Claim in its own name, with or without the help of a Lawyer, and may settle or compromise the Claim on such terms as AirHelp deems fit. In case AirHelp acts on your authorize again AirHelp with Authority Document, in the Discretion the Compensation Service and collect and/or receive payments.

4.24 You are responsible for providing the correct data to proceed with the Compensation Service and Legal Action. If AirHelp or the Lawyer requires additional information, documents, or detailed information, and fraudulent conduct already, or in the event that you provided deliberately incorrect information or data, in addition to any other recourse AirHelp may have under these Terms, you will upon requested by AirHelp, reimburse AirHelp for the Legal Expenses.

Goodwill Claims

4.25 In jurisdictions where the Air Passenger Rights Regulations may be less developed and obtaining Flight Compensation more likely, upon your decision to proceed, AirHelp may attempt to obtain Flight Compensation through a Goodwill Claim.

How AirHelp makes decisions with regards to your Claim

4.26 AirHelp uses its Discretion in making decisions regarding whether to pursue your Claim (being the Eligibility Service) or at any time during the Compensation Service, including whether to pursue Legal Action, whether to accept a settlement offer from the Airline, to withdraw the Claim, or to pursue a Goodwill Claim.

4.27 AirHelp's Discretion is based on a number of factors including, without limitation, the application Air Passenger Rights Regulations, the jurisdiction and court systems, which may vary from country to country, Legal Expenses and the likelihood that AirHelp may obtain or be obliged to pay Legal Expenses, the limitations between which similar Claims, the average length of time it may take to obtain Flight Compensation or a favorable ruling through Legal Action, the quality of the information provided by the Customer, the Airline's ability to pay, the Airline's reputation for paying or not paying, obtaining Flight Compensation difficult, advice from Lawyers, and AirHelp's experience with similar Claims.

5. AIRHELP PLUS MEMBERSHIP

Signing up for AirHelp Plus Membership

5.1 You may join the Membership by paying the AirHelp Plus Membership Fee (see Our Fees) or by obtaining AirHelp Plus Membership through an AirHelp Third Party that is authorized by AirHelp to make Membership available to you.

5.2 The AirHelp Plus Membership commences on the day of purchase.

5.3 Upon the acceptance of the purchase the Member will receive a confirmation email from AirHelp.

Membership Options and Services

5.4 AirHelp Plus Membership may be purchased either as:

5.4.1 **Single booking** cases Claims that originate from the flight booking for which the Customer purchased the Membership or originate from a single flight booking for which the Customer provided the details to us before any disruption occurred.

5.4.2 **Yearly subscription** Claims cases originate from flight bookings within the given two-year period. The AirHelp Plus Membership Fee will be billed yearly.

5.5 Both AirHelp Plus Memberships are available as either the Essential plan or the Complete plan. Only Memberships subscribed to the Complete plan will have access to the AirHelp Plus Services offering.

5.6 See Our Fees for the applicable subscription fee for each AirHelp Plus Membership plan.

AirHelp Plus Services

5.7 Members who have subscribed to the AirHelp Plus Essential and AirHelp Plus Complete shall be entitled to use the services applicable to each type of Membership as described in the AirHelp Plus Service Catalogue.

5.8 The AirHelp Plus Services may be provided by an AirHelp Third Party and may require that the Member agree to the terms of the AirHelp Third Party for use of the service.

5.9 AirHelp reserves the right to add or remove AirHelp Plus Service at any time and will immediately update the AirHelp Plus Service Catalogue should a service be removed.

5.10 For avoidance of doubt, AirHelp Plus is not an insurance policy of any kind.

Limits of Use

5.11 Limits may be personal and apply only to the Member.

5.12 All Claims for Flight Compensation must be raised by the Member (i) during the Membership Period, (ii) within only 28(4 days of the date of the flight, and with regards to baggage related Claims, no more than three (3) days after the day of the flight.

5.13 The Members with a yearly Membership Compensation Services will be limited to one Claim per calendar month and a total of twelve (12) Claims per calendar year.

5.14 The Service Fee and Legal Action Fee will be refunded to the Member for flights that were disrupted prior to the commencement of the Membership or requests for Compensation Services made after Membership has expired or otherwise been terminated.

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

5.16 By subscribing to AirHelp Plus, you acknowledge that AirHelp Plus is not an insurance product or substitute for an insurance product, and by with the Compensation Services and other services described herein, AirHelp makes no warranty or representation that you will receive Flight Compensation. AirHelp uses its Discretion in determining how and when to provide the Compensation Services and other benefits. Terms, and in Member will not be entitled to a refund where AirHelp decides not to pursue a Claim.

Renewal of Yearly Subscription

5.17 For the Membership on a yearly subscription, the Membership shall be automatically renewed for one (1) year thereafter and will notify the Member. Discretion to renew the Membership, which can be done by the Member, when logged into their account by choosing "Manage Membership" in the dashboard and clicking "Cancel Membership" or by the Member providing AirHelp with a written notice of their decision not to automatically renew the Membership, sent to: plus@airhelp.com.

Withdrawal and Cancellation of Membership

5.18 You may Withdraw from Membership as described in the Termination and Withdrawal section below.

5.19 AirHelp may refuse or terminate Membership as described in the Termination and Withdrawal section below.

6. FEES AND PAYMENTS

Our Fees

6.1 See Our Fees is the price list that details all the fees, charges, and prices that AirHelp receives in consideration for providing you with our Products and Services.

6.2 AirHelp provides you with the Eligibility Service and Information Service free of charge.

6.3 AirHelp provides Compensation Services free of charge except where AirHelp is successful in obtaining Flight Compensation for you.

6.4 AirHelp is successful, AirHelp will transfer the Flight Compensation to you, subject to Our Fees.

6.5 If you have provided AirHelp with incorrect or incomplete payment information and the amounts we have paid to you for Flight Compensation have been returned to AirHelp, AirHelp will make reasonable efforts to contact you, including email and phone and other means of communication to request the correct payment information. If AirHelp is unable to obtain the correct payment information within 14 days of the date of the payment, AirHelp will be entitled to withdraw AirHelp Services and to recover the Flight Compensation paid to you.

6.6 AirHelp may deduct or withhold from any payment to you, or require payment information and the amounts we have paid to you Flight Compensation have been returned to AirHelp, AirHelp will make reasonable efforts to contact you, including email and phone and other means of communication to request the correct payment information. If AirHelp is unable to obtain the correct payment information within 14 days of the date of the payment, AirHelp will be entitled to withdraw AirHelp Services and to recover the Flight Compensation paid to you.

6.7 AirHelp may refuse or terminate Membership as described in the Termination and Withdrawal section below.

6. FEES AND PAYMENTS

Our Fees

6.1 See Our Fees is the price list that details all the fees, charges, and prices that AirHelp receives in consideration for providing you with our Products and Services.

6.2 AirHelp provides you with the Eligibility Service and Information Service free of charge.

6.3 AirHelp provides Compensation Services free of charge except where AirHelp is successful in obtaining Flight Compensation for you.

6.4 AirHelp is successful, AirHelp will transfer the Flight Compensation to you, subject to Our Fees.

6.5 If you have provided AirHelp with incorrect or incomplete payment information and the amounts we have paid to you Flight Compensation have been returned to AirHelp, AirHelp will make reasonable efforts to contact you, including email and phone and other means of communication to request the correct payment information. If AirHelp is unable to obtain the correct payment information within 14 days of the date of the payment, AirHelp will be entitled to withdraw AirHelp Services and to recover the Flight Compensation paid to you.

6.6 AirHelp may deduct or withhold from any payment to you, or require payment information and the amounts we have paid to you Flight Compensation have been returned to AirHelp, AirHelp will make reasonable efforts to contact you, including email and phone and other means of communication to request the correct payment information. If AirHelp is unable to obtain the correct payment information within 14 days of the date of the payment, AirHelp will be entitled to withdraw AirHelp Services and to recover the Flight Compensation paid to you.

6.7 AirHelp may refuse or terminate Membership as described in the Termination and Withdrawal section below.

provided by you to AirHelp. If you do not respond to provide correct payment information, AirHelp shall be entitled to keep the part of the Flight Compensation that otherwise should have been transferred to the Customer.

6.6 In the event that the Flight Compensation and/or Legal Expenses, interest, or similar are transferred directly from the Airline to you, you will (i) as soon as reasonably practicable, inform AirHelp of the payment, and (ii) be invoiced and liable to pay Our Fees, Legal Expenses, interest, or similar, if any, to AirHelp without unreasonable delay.

6.7 When AirHelp has paid the Flight Compensation in accordance with the instruction of and method selected by the Customer, AirHelp shall not be liable for:

6.7.1 checks, prepaid debit cards, credit cards, and similar lost in transit to the Customer;

6.7.2 any effect of the Customer 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 has been paid to a wrong receiver at the fault of the Customer, AirHelp shall not be obligated to actively reclaim it.

6.8 You shall not be entitled to claim any interest on the Flight Compensation during the time period between when AirHelp receives it and when it is transferred to you. AirHelp reserves the right to retain any interest that it has recovered from the Airline, including interest recovered following Legal Action.

6.9 AirHelp shall not be liable for any amount of compensation, damages, or similar, if we are prevented from transferring the payment to you by an event beyond AirHelp's control, including, but not limited to, strike, lock-out, labor dispute, force majeure, natural disasters, 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.

6.10 The Service Fee and the Legal Action Fee apply to any kind of settlement whenever AirHelp is able to obtain Flight Compensation whether obtained through court decision, settlement with the Airline, or where AirHelp has settled the Claim with the Airline jointly with other Claims.

7. WITHDRAWAL AND TERMINATION

Your Right of Withdrawal of Compensation Service and Membership

7.1 If you qualify as a consumer under the European Union (EU), the European Economic Area (EEA), and the UK consumer regulations, meaning that you are an individual who engages in a legal transaction for a purpose other than your commercial or independent vocational activity, then you possess a legal right of withdrawal.

7.2 You have the right to withdraw from the Compensation Service or Membership within 14 days from the commencement of the Compensation Service or Membership for free and without the need to specify any reasons. To exercise your right to Withdrawal, the Withdrawal must be communicated (e.g., by letter, email, or contact form) within the 14-day period mentioned above, and it must clearly state your wish to withdraw from the Compensation Service or Membership. Due to the nature of the service provided, you cannot withdraw from our Compensation Service or Membership if AirHelp has informed you that the Airline has accepted the Claim, as in such an event we have completed the service you requested.

7.3 The Withdrawal shall be sent to:

AirHelp Germany GmbH
c/o WeWork
Warschauer Platz 11-13
10245 Berlin
Germany
or
e-mail: info@airhelp.com

To request your withdrawal you may copy and paste the sample text below, adding your details. (You are not obliged to use exactly this text.)

Sample cancellation form

I hereby terminate the agreement concluded by me:

AirHelp Claim number:
Date claim was filed:
Name of customer:
Address of the customer:
Signature of customer:
Date:

---

*End of sample text

7.4 Following the 14-day Withdrawal period, you may Withdraw your acceptance of the Compensation Service or Membership subject to the Terms.

Withdrawal of Compensation Service by AirHelp

7.5 AirHelp has the right to withdraw from the Compensation Service in the event of identifying obstacles beyond the control of AirHelp that prevent AirHelp from obtaining Compensation for you. These may include, but are not limited to, Airline insolvency, court closure, lockdown measures, low Flight Compensation value etc. In these cases, AirHelp shall notify you of the obstacles and close your Claim. No fee will apply.

Termination of the Compensation Service

7.6 The Compensation Service will terminate upon the earlier of the following to occur:

7.6.1 When the Claim has been settled with the Airline, you have received the Flight Compensation, and all amounts payable by you to AirHelp, if any, have been paid, or

7.6.2 Either you or AirHelp, at any time for any reason, give timely written notice of termination; or

7.6.3 By AirHelp immediately where (i) you have breached your obligations under the Terms, (ii) you have provided incorrect information, engaged in fraud, or engaged in activities that AirHelp may reasonably suspect to be misleading or fraudulent, in which case you will not be entitled to the Flight Compensation.

7.7 AirHelp reserves the right to claim its losses when terminating as a result of your breach.

AirHelp Right to Refuse or Terminate Membership

7.8 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.

Consequence of Termination and Withdrawal of the Compensation Service

7.9 Upon termination of the Compensation Services for any reason, you shall immediately pay any fees payable to AirHelp under the Terms, including without limitation in the case of Customer Withdrawal after the Airline confirms the payment of Flight Compensation.

7.10 AirHelp will not automatically reassign your Claim to you upon Withdrawal or termination. You must request AirHelp to reassign your Claim, and AirHelp will send you the Reassignment Form for you to sign.

7.11 In the event that you Withdraw from the Compensation Service or AirHelp terminates due to your breach of the Terms, AirHelp shall be entitled to obtain the following from you:

7.11.1 AirHelp's Legal Expenses, if AirHelp has commenced a Legal Action; or,

7.11.2 An amount equal to the Legal Expenses, if, following the withdrawal, AirHelp is requested by a Judicial Authority to pay the Legal Expenses due to the Airline; or,

7.11.3 AirHelp's Service Fee, and, where there was Legal Action, the Legal Action Fee, where you subsequently obtained Flight Compensation directly from the Airline.

Consequence of Withdrawal of AirHelp Plus Membership

7.12 Once the Membership is terminated, canceled, or expired, the Member loses all AirHelp Plus benefits and AirHelp will no longer waive its Service Fee and Legal Action Fee, if applicable, for AirHelp's delivery of the Compensation Service.

7.13 Members who have chosen not to renew their Membership, have to file their Claim originating from the Membership Period, no longer than 60 (sixty) days after the Membership has expired, to receive the benefits of the AirHelp Plus Membership.

8. DATA PROTECTION

8.1 All personal data collected during the provision of our Services, or connected to the provision of our Services, will be subject to the AirHelp Privacy Statement.

9. GENERAL PROVISIONS

Third Parties Services

9.1 Our Services may contain links to third-party providers' websites or interfaces to book services via third parties. Such websites/services are controlled by independent parties under which AirHelp has no control. Although our Services may provide information about or access to third-party suppliers and facilitate use of these third-party providers, such Services do not constitute any sponsorship, affiliation, or endorsement of these third-party providers.

9.2 We remind you that by accessing third-party websites/services or using third-party services made available through our Services, you agree to be bound by these third parties' policies and terms and conditions. We encourage you to review these terms and conditions and policies and to use them at your own risk.

9.3 You hereby acknowledge and agree that AirHelp will not be a party to any agreement entered with any such third party and will not be responsible for any errors or omissions in such third parties' services or for any direct or indirect claim, breach, loss or damage caused or allegedly caused by or in connection with the access or use of such third parties' services.

Disclaimer of Warranties and Limitation of Liability

9.4 AirHelp has many sources of information and data that make up the information and services available under these Terms. Although AirHelp tries to provide accurate information, our Services may be subject to omissions and errors. Our Services are provided 'as is'. To the fullest extent permitted by law, AirHelp disclaims all warranties, either express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third party's rights, accuracy of information, and fitness for a particular purpose. AirHelp makes no representations or warranties that our Services will result in Flight Compensation, meet your requirements or be secure, free of viruses or other harmful components, timely, uninterrupted, accurate, complete, or reliable. You acknowledge and agree that your use of our Services is at your own risk. To the fullest extent permitted by applicable law, AirHelp and its Group Companies will not be liable for any direct, indirect, punitive, incidental, special, consequential losses or damages, or any loss of income, profits, goodwill arising out of or in any way related to i) our Services, ii) delay or inability to access our Services; iii) virus, bugs, trojan horses, software, information, third parties' linked websites, services obtained through the use of our Services, iv) or any other matter relating to our Services, whether based on contract, tort, strict liability, or otherwise, even if AirHelp, its Group Companies, or any of its suppliers has been advised of the possibility of such damages.

9.5 These Terms do not affect any of your statutory legal rights that cannot be excluded by law. If you are not satisfied with any portion of our Services or with these Terms, your sole and exclusive remedy is Withdrawal in accordance with the Terms.

Modifications and Entire Agreement

9.6 Any new features of our Services will be subject to these Terms. AirHelp reserves the right to amend sections of these Terms at any time without further notice. The latest version will always be available on the AirHelp website. Please visit the AirHelp Website from time to time to review the changes as they are binding to you. Your continued use of our Services following the posting of changes to these Terms or other policies means you accept the changes.

9.7 These Terms are the complete and exclusive statement relating to its subject matter and supersede all prior communications (oral or in writing) between you and AirHelp.

9.8 You may not transfer any of your rights or obligations under these Terms without our prior written consent. AirHelp may transfer any of its rights or obligations under these Terms to any AirHelp Group Companies or any third party designated by AirHelp.

Alternatives to the Compensation Services

9.9 If you wish to pursue your Claim through other alternatives than AirHelp's Compensation Services, the following are other options for enforcing the Claim: your own extrajudicial or judicial action against the airline, support from a lawyer, an enquiry directly with the respective Airline. In Germany, you can use the offer of the conciliation body for public passenger transport (*die Schlichtungsstelle für den öffentlichen Personenverkehre e. V.* "slp"), the online form of the German Federal Aviation Authority, and the Air Transport Arbitration Body at the German Federal Office of Justice.

Governing Law and Jurisdiction

9.10 These Terms, Forms, and the agreement between AirHelp and you, and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims), shall be governed by the laws of Germany, without regard to conflict of laws principle. This shall not affect mandatory provisions of the legal system that would apply without this choice of law clause, e.g. the mandatory provisions of the customer's country of residence.

9.11 If any provision (or part thereof) of these Terms is held by any court, or other competent authority to be void or unenforceable in whole or part, such void provision shall be deemed to be replaced by an enforceable provision with the closest effect possible to the original provision and these Terms shall continue to be valid with respect to the other provisions and the remainder of the affected provisions.

9.12 Any failure or delay by AirHelp in enforcing (in whole or in part) any provision of these Terms will not be interpreted as a waiver of our rights or remedies.

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

Updated: June 5, 2023.
Version: TC1.23_EN
Download as a PDF

AIRHELP HAS BEEN FEATURED IN:

APRA

AirHelp is a part of the Association of Passenger Rights Advocates (APRA) whose mission is to promote and protect passengers' rights.

Imprint

KNOW YOUR RIGHTS
Air Passenger Rights
Flight Delay Compensation
Flight Cancellation Compensation
Missed Connection Compensation
Overbooking Compensation
Denied Boarding Compensation
Delayed Baggage Compensation
Airline Strike Compensation
Airlines
Airports
Coronavirus

OUR PRODUCTS
Check Your Compensation
AirHelp Plus
Refer a Friend
AirHelp Score
Reviews

SUPPORT
Help
Our fees

OUR COMPANY
About us
Blog
Press
Careers
Affiliate Program
Legal Partners
Become a partner
For Airlines

OTHER
Terms and Conditions
Privacy Policy
Cookies

EN

Copyright © 2023 AirHelp