

GENERAL TERMS AND CONDITIONS

A company **Click2Claim s.r.o.** with its registered seat at Prague, Jičinská 1748/5, Post Code: 130 00, Reg. No.: 28791215, incorporated in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 218874
www.click2claim.eu, email: info@click2claim.eu

I. INTRODUCTORY PROVISIONS

- 1.1. These General terms and conditions (hereinafter also "**T&C**") of Click2Claim s.r.o. (hereinafter also "**C2C**") regulate the mutual rights and obligations of the Client and C2C in enforcement of the claims for damages and other claims of the Client (hereinafter also "compensation") as a passenger in air transport against air carriers, arising in particular on the basis of the 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, as well as, where applicable, claims from bus, rail, truck and sea transport.
- 1.2. Rights and obligations differently regulated in the Contract of Mandate concluded between C2C and the Client take precedence over these T&C.

II. DEFINITIONS

"Client" a natural person - a passenger that has agreed with C2C to provide the Services on the basis of the Contract of Mandate and in accordance with these T&C. In the case of multiple passengers (fellow passengers) applying for compensation, only one of the passengers concludes the Contract of Mandate on behalf of all other fellow passengers (hereinafter also the "**Main Client**"). The Main Client is authorized by the other passengers to deal with C2C, acts on behalf of all passengers and gives C2C instructions on their behalf. The C2C remuneration is billed for fellow passengers collectively to the Main Client. Compensation for fellow passengers will be paid to the bank account specified by the Main Client.

"Debtor" an air, bus, car, rail and sea carrier against whom the Client claims compensation.

"Claim" the right of the Client as a passenger to claim compensation against the carrier.

"Services" the C2C services provided for the Client on the basis of the Contract of Mandate and in accordance with these T&C, i.e. a representation of the Client in enforcement of the Client's Claims as a passenger in transport.

"Contract of Mandate" the contract on the basis of which the Client bindingly orders Services from C2C and C2C undertakes to provide the Client with the Services under the agreed conditions.

"Remuneration" the reward that C2C will receive for the successful recovery of the Client's Claims or part thereof.

"On-line form" the form on the C2C website, which is used to fill in the data required to Claim compensation and identify the Client.

"Program" the type of the services with given conditions that the Client chooses in order to enforce his/her Claim.

"Applicant" a natural person who is interested in the provision of the Service and who fills in and sends the C2C On-line form, possibly also on behalf of a fellow passenger.

"User Account" a customer account on the C2C Website that C2C establishes for the Client for the purpose of communicating information about the enforcement of the Claim.

"Contractual partner" a natural or legal person with whom C2C has concluded an individual agreement on joint cooperation related to the enforcement of Client Claims.

"Lawyer" a lawyer specializing in the enforcement of Claims and cooperating with C2C in the Judicial Enforcement of Clients' Claims

"Judicial Enforcement" the transfer of the Claim for enforcement to the Lawyer, the enforcement of the Claim before court and legal representation during the entire court procedure.

"Website" the website www.click2claim.eu, or other websites used by C2C to offer Services to Clients.

"Confidential Information" information that is not publicly available and/or that a party designates as confidential, or such information that is to be treated, due to the circumstances known to the other party when the information is provided, as confidential.

III. FUNDAMENTAL RULES OF THE ENFORCEMENT

- 3.1. C2C undertakes to provide the Client with the Services in order to enforce the Client's Claim. For this purpose, the Client enters into the Contract of Mandate with C2C and signs a power of attorney and other documents necessary to enforce Claims against the Debtor. C2C undertakes to act towards the Debtor on behalf of the Client and on the Client's account.
- 3.2. C2C is entitled, based on its discretion and knowledge of the matter, to choose the appropriate procedure for the enforcement of the Claim and also undertakes to choose the procedure in the best interest of the Client. The Client notes that each case is individual and it is not possible to specify the specific time and material scope of the provided Services.
- 3.3. The enforcement procedure is mainly as follows:
 - 3.3.1. C2C will contact the Debtor and ask him to settle the Claim. If the Debtor provides the compensation, C2C will set off the Remuneration against the compensation and pay the remaining part of the compensation to the Client.
 - 3.3.2. If the Debtor does not settle the Claim upon the request, C2C is entitled to consider to initiate the Judicial Enforcement. In such a case, the Client is obliged to provide the Lawyer with all the necessary cooperation and sign the documents necessary for the filing the

lawsuit, in particular the power of attorney authorizing the Lawyer to represent the Client.

- 3.4. C2C does not guarantee that the Client's Claim will be fully satisfied. The Client expressly acknowledges that he/she is not entitled to any monetary or other compensation directly from C2C, but is only entitled to compensation recovered from the Debtor (after deducting the Remuneration and any other payments according to the Contract of Mandate or these T&C).
- 3.5. The Client agrees that the financial compensation from the Debtor will be paid on the C2C bank account, or in the stage of Judicial Enforcement to the Lawyer's bank account. C2C is subsequently entitled to deduct from the paid compensation the Remuneration (and any other amounts in accordance with the Contract of Mandate or these T&C), according to the type of Program ordered by the Client.
- 3.6. The Client acknowledges that, in the case of minor passengers, it is necessary to ensure the court's consent to the legal action taken on behalf of these persons in order to initiate Judicial Enforcement. The Client is obliged to ensure that persons representing minor passengers provide C2C or the Lawyer with all necessary cooperation in this regard.

IV. SERVICE ORDER, CONTRACT OF MANDATE, USER ACCOUNT

- 4.1. On the C2C Website or on the website of the Contractual partner, the Applicant fills in on-line request for the assessment of his/her Claim, in which the Client provides information about the flight or other transport which the Claim relates to, and the system preliminarily evaluates whether the Claim is justified. If the Claim is evaluated as justified, the Applicant will fill in the On-line form with the passengers' identification and, according to the Price List, will choose the Program under the Client is interested in providing the Services.
- 4.2. The Applicant is obliged to provide true, complete and correct information about passengers and the Claim in the On-line form, and to keep it up-to-date throughout the duration of the contractual relationship.
- 4.3. When submitting the On-line form, the Applicant provide approval with the wording of the muster Contract of Mandate, these T&C and Privacy Policy. The Applicant shall also confirm whether he/she gives explicit consent to C2C starting work on the enforcement of the Claim without undue delay even before the expiration of the 14-day legal period for withdrawing from the contract.
- 4.4. C2C will then assess the Applicant's request and notify the Applicant whether it will take over the Claim for enforcement. In the event of a positive notification, C2C will send the Applicant an email in which it will provide the Applicant with the written Contract of Mandate, Power of Attorney, General Terms and Conditions, Price List, Instructions and a form for withdrawing from the contract and the Privacy Policy. The Client signs the Contract of Mandate and the Power of Attorney and sends it back to C2C.
- 4.5. On the basis of the Contract of Mandate, C2C is particularly entitled to:
 - 4.5.1. act on behalf of the Client in the matter of the Claim with the Debtor and receive payment from the Debtor on behalf of the Client (i.e. indicate the C2C bank account or the Attorney's bank account as the place of payment for the payment of the Client's Claim and associated accessories).
 - 4.5.2. cooperate with the Lawyer regarding the procedure for the enforcement of the Claim and, if necessary, forward the Claim to the Lawyer for Judicial Enforcement.
 - 4.5.3. set off the Remuneration (and possibly other payments according to the Contract of Mandate or T&C) against the compensation obtained for the Client from the Debtor (i.e. to deduct these amounts from the funds received for the Client from the Debtor and subsequently send the remaining part thereof to the Client).
- 4.6. The Client agrees to the use of remote (distance) means of communication when concluding the Contract of Mandate. The costs incurred by the Client when using remote communication means in connection with the conclusion of the Contract of Mandate (costs for internet connection, etc.) are covered by the Client himself/herself.
- 4.7. C2C is entitled to set up a **User Account** for the Client, on the basis of which the Client will be continuously informed about the status of the enforcement of his/her Claim. C2C will provide the Client with the necessary access data (in particular, the login name and password) to the User Account, with the understanding that the User Account is operational on the day the Client logs in to it for the first time, based on the access data sent. The Client undertakes to maintain confidentiality regarding the information necessary to access his User Account, and not to disclose this to third parties. The Client is not authorized to allow any third party to use the User Account. The Client acknowledges that the User Account may not be available continuously, especially with regard to the necessary maintenance of the system. C2C undertakes to assist the Client in using the User Account, with the provision that support will be provided exclusively via e-mail. In the event that the Client is not able to properly set up his/her User account, hardware or software, based on C2C instructions, this fact is solely the responsibility of the Client. C2C is not obliged to provide technical assistance to the Client at its own expense.

V. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 5.1. C2C is obliged to:
 - 5.1.1. provide the Services with professional care and in accordance with the Client's interests,
 - 5.1.2. provide the Client with reports on the status of Claim enforcement at his/her request.
- 5.2. C2C is entitled to:
 - 5.2.1. request from the Client all the necessary documents and information about the transport and passengers so that the Claim can be successfully enforced (including all related actions such as signing an affirmation about flight delays, corrections or additions to the supplied documents, etc.);
 - 5.2.2. provide the Services on its own or through a third party,
 - 5.2.3. receive any compensation from the Debtor in all forms (monetary and non-monetary compensation)
 - 5.2.4. evaluate the effectiveness of the enforcement of the Claim and decide on the termination of the enforcement of the Claim even if there has been no compensation by the Debtor. In this case, the Client is not entitled to any consideration against C2C.

- 5.3. The Client undertakes to:
- 5.3.1. pay C2C the Remuneration in accordance with the Contract of Mandate and these T&C.
 - 5.3.2. for the duration of the Contract of Mandate, not to negotiate directly with the Debtor without the consent of C2C and not to entrust another person with the same or similar activity as the Service; The Client expressly acknowledges that the payment of the Claim or its part as a result of the activity of the Client or any other third party in cooperation with the Client does not affect the Provider's Remuneration;
 - 5.3.3. provide C2C and the Lawyer with any cooperation necessary in the performance of the subject of the Service.
 - 5.3.4. completely, truthfully and properly fill in all data and information required by C2C and keep it updated,
 - 5.3.5. sign and submit C2C with all the necessary documents (especially power of attorney, etc.) and provide other information and documents requested by the Debtor or the court (e.g. passport scan, verified power of attorney, etc.)

VI. REMUNERATION AND COSTS

Remuneration

- 6.1. C2C is entitled to a Remuneration for the Services provided in the event that the Client's Claim, or part of it, is successfully recovered, i.e. that the Debtor pays the Client's Claim in full, or at least in part.
- 6.2. The Remuneration and its amount depends on the Program ordered by the Client. The Client can choose between the BASIC Program without a service fee and the full amount of the C2C remuneration (percentage share) and the PREMIUM Program, where the service fee is paid, but the C2C remuneration (percentage share) is at a reduced rate. More detailed information on the programs are provided in the Price List available on the C2C Website.
- 6.3. The Remuneration consists of two (2) independent components, namely:
- 6.3.1. service fee, if it is specified for the given Program. The amount of the service fee is indicated in the Price List.
 - 6.3.2. percentage share from the recovered Claim, which is specified in the Price List for a specific type of Program (hereinafter referred to as "Remuneration").

The Client acknowledges that the Remuneration (percentage share of the recovered compensation) must reach at least CZK 1,000 without VAT ("**Minimum remuneration**"). If the Client requests to demand compensation in an amount that the percentage share does not reach the Minimum remuneration at least, the Client undertakes to pay C2C the relevant amount so that C2C receives the Remuneration in the amount of the Minimum remuneration (without service fee).

- 6.4. The contract concluded for the PREMIUM Program, which includes a service fee, does not terminate if the service fee is not paid upon conclusion of the contract, but the price conditions of the BASIC Program (i.e. with a higher percentage share) shall apply to the Remuneration.
- 6.5. VAT is always added to the amount of the Remuneration.
- 6.6. If the Debtor provides Client with a compensation in a non-monetary form (e.g. free air tickets, credits, vouchers, etc.), C2C is entitled to demand from the Client a Remuneration of **CZK 2,000 excluding VAT** for each passenger. If the Client is given the option by the Debtor to choose between monetary and non-monetary compensation and the Client chooses non-monetary one, C2C is entitled to the Remuneration in the same amount as if monetary compensation had been recovered, however, in the minimum amount of **CZK 2,000 excluding VAT** (for each passenger). The Client acknowledges that until the Client pays C2C the agreed Remuneration, C2C is not obliged to hand over to him/her the non-monetary (material) compensation recovered.
- 6.7. The Remuneration is payable within the terms specified in the Contract of Mandate.
- 6.8. If the Debtor provides compensation directly to the Client, the Client undertakes to inform C2C of this fact immediately (no later than the next working day). In such a case, the Client further undertakes to pay the C2C Remuneration not later than within 5 (five) calendar days from the day on which the Client receives payment from the Debtor.

Costs

- 6.9. Under the Contract of Mandate C2C shall pay all the costs and expenses incurred in connection with enforcement of the Claim, including the costs of Judicial Enforcement (especially legal representation costs, court fees, etc.).
- 6.10. If enforcement ends unsuccessfully and the Claim is not even partially recovered, all costs of enforcement shall be borne by C2C; Article 6.12. of these T&C is not prejudiced.
- 6.11. If the Claim is enforced before the Judicial Enforcement, C2C's costs are covered by the Remuneration and the Client is not obliged to pay C2C any other costs apart from the Remuneration. If the Claim is enforced during Judicial Enforcement, C2C is entitled to reimbursement of the costs of enforcement in the amount of CZK 1,000 incl. VAT. C2C (resp. Lawyer) is entitled to deduct this amount from the enforced compensation from the Debtor.
- 6.12. If the Client violates his/her obligations set out in the Contract of Mandate or these T&C, as a result of which the negotiations with the Debtor and the enforcement of the Claim are obstructed (e.g. the Client provides false information regarding the Claim, does not grant a power of attorney, does not provide the necessary documents, issues an instruction to stop enforcement without duly reason, etc.), or the Client without a serious reason (consisting in a breach of obligations by C2C) terminates the contractual relationship established by the Contract of Mandate before the Claim is paid, C2C is entitled to a **lump-sum reimbursement of the costs** against the Client, namely:
- 6.12.1. in the amount of **CZK 2,000 + VAT** (for each passenger), if the case is in the stage before the initiation of Judicial Enforcement;
 - 6.12.2. in the amount of **CZK 4,000 + VAT** (for each passenger), if the case is in the stage of Judicial Enforcement. At the same time, the Client expressly acknowledges that if the Debtor is awarded compensation for the costs of proceedings against the Client in the case of Judicial Enforcement, the Client is obliged to pay this compensation from his/her own funds.
- 6.13. The Client further acknowledges that Article 6.12.2 of these T&C applies similarly in the following cases:
- 6.13.1. Judicial Enforcement is initiated upon the express instruction of the Client despite of the prior express notification of C2C or the Lawyer that the Claim is most likely not enforceable, and within the framework of the Judicial Enforcement the Claim will not be successfully enforced;
 - 6.13.2. The Client will accept an inadequate out-of-court settlement from the Debtor (especially not including full compensation for the costs of court proceedings).

- 6.14. The Client acknowledges that the reimbursement of the costs of the proceedings, which is awarded to the Client against the Debtor as part of the Judicial Enforcement, forms part of the Lawyer's remuneration and will not be paid to the Client.
- 6.15. C2C is entitled to the Remuneration even if the Claim is satisfied by the Debtor after the termination of the Contract of Mandate, if it is satisfied as a result of C2C's previous activity carried out on the basis of the Contract of Mandate.

VII. TERMINATION OF THE CONTRACT

- 7.1. The Contract of Mandate can be terminated in the following ways:
 - 7.1.1. **Agreement:** The agreement on termination can be concluded in electronic form via e-mail, based on the request of one party to terminate the provision of the Service and acceptance by the other party.
 - 7.1.2. **Notice:** The notice period is one month and begins on the first day of the month following the month in which the notice was delivered to the other party (can be done electronically). In the case of termination by the Client, the provisions of Article 6.12 of these T&C shall apply.
 - 7.1.3. **Claim Enforcement:** The Contract of Mandate terminates upon the recovery of the Client's Claim and its transfer to the Client's account after deducting the C2C Remuneration.
 - 7.1.4. **Unenforceability of the Claim:** The Contract of Mandate also expires if C2C informs the Client that it classifies his/her Claim as unenforceable. However, if subsequently the Debtor provides the Client with the compensation in connection with C2C activity (e.g. prior application of the Claim done by C2C), C2C is entitled to the Remuneration and other payments in accordance with the Contract of Mandate and these T&C.
- 7.2. The Client acknowledges that the Claim may be classified by C2C or the Lawyer as unenforceable even during the already initiated Court Enforcement (e.g. previously unknown circumstances occurs). In such a case, the Client undertakes to proceed in accordance with the legal advice of the Lawyer in order to prevent the occurrence of further unreasonable costs of C2C (in particular, the Client will agree to withdraw the Claim and close the case); if not, the Client shall be obliged to reimburse all the costs incurred.

VIII. WARRANTY CLAIMS

- 8.1. The rights and obligations of the contracting parties regarding C2C's responsibility for defects in the Services are governed by the relevant provisions of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended.
- 8.2. The Service is defective if it is not performed for the Client in accordance with the Contract of Mandate. The Client expressly acknowledges that C2C does not guarantee the successful recovery of the Claim in full. If the Debtor provides the Client with his consent a non-monetary compensation (e.g. air tickets, credits, etc.) in lieu of financial compensation, it is not considered as a defect in the Services.
- 8.3. The Client can make a complaint via the contact form on the C2C website, or in writing at the address of the C2C or by e-mail. C2C will issue a confirmation of receipt of the complaint to the Client and will handle the complaint without undue delay, not later than within 30 calendar days. This deadline does not include the time to complete the complaint.
- 8.4. The Client is obliged to specify the defect and to provide C2C with all the cooperation necessary to settle the complaint. If the complaint is justified and the defect in the Service can be removed, the Client is entitled to the removal of the defect in the Service or a reasonable discount. If the defect in the Service is irreparable, the Client may withdraw from the Contract of Mandate or request a reasonable discount.
- 8.5. In the event of a justified complaint, the Client has the right to compensation for the purposefully incurred costs associated with the complaint; if the complaint is not justified, the Client bears the costs himself/herself.

IX. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

- 9.1. The Client acknowledges that as part of the provision of the Service, C2C may provide him/her with the Confidential Information (trade secrets of C2C, methods and procedures on which C2C's activity is based, technology used to ensure C2C's activity, etc.). The Client undertakes to maintain the confidentiality of Confidential Information, even after termination of the Contract of Mandate.
- 9.2. In the event that the Client violates the obligation of confidentiality, he undertakes to pay C2C a contractual penalty in the amount of **50.000,-** CZK. Payment of the contractual penalty does not affect C2C's right to demand compensation for the damage it has incurred.
- 9.3. The protection of the Client's personal data is the subject of a separate Privacy Policy document, which is published on the C2C Website and which the Client was introduced to when concluding the Contract of Mandate.
- 9.4. The Client agrees to receive any information related to C2C activity (business communications) on his/her electronic address. Consent can be revoked at any time.

X. FINAL PROVISIONS

- 10.1. If any provision of the T&C becomes invalid or ineffective, the invalid provision will be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions.
- 10.2. C2C is entitled to unilaterally supplement or change these T&C. In such a case, C2C will publish the new wording of the T&C on the Website. The changes made do not affect the rights and obligations that arose under the previous version of the T&C.
- 10.3. The Client is not entitled to transfer his rights and obligations from the Contract of Mandate to a third party without C2C's prior consent.
- 10.4. The Client acknowledges that the content of the C2C Website and all rights thereto are the property of C2C and are protected by copyright. The Client undertakes to use the Website exclusively for his needs and undertakes not to perform any activity that could allow him or third parties to interfere or use the software or other components that make up the Website without authorization. The Client's use of the Website does not grant or establish any right for the Client to use or refer to logos, product names, trademarks and other designations related to C2C activities that are subject to protection under intellectual property law.

- 10.5. In relation to the Client, C2C is not bound by any codes of conduct within the meaning of § 1820 paragraph 1 letter n) of the Civil Code.
- 10.6. In the event that a consumer dispute arises between C2C and the Client arising from the Contract of Mandate, which cannot be resolved by mutual agreement, the Client may submit a proposal for an out-of-court settlement of such dispute to the designated entity for out-of-court settlement of consumer disputes, which is the Czech Trade Inspection, Central Inspectorate - Department ADR, Štěpánská 44, 110 00 Prague 1, email: adr@coi.cz, website: adr.coi.cz. Any disputes that are not resolved according to the previous sentence will be resolved by a Czech court according to Czech law.
- 10.7. These T&C are valid and effective from 1.11.2023 and fully supersede the T&C that were effective from 1.10.2020.

In Prague on 1.11.2023

Click2Claim, s.r.o.

Ing. František Herynk, the Executive