



## Terms of service for AirCashBack clients

The following Terms and Conditions set forth the terms and conditions for using the Service and entering into agreements through it. Please, read it carefully before you start using the functionalities we offer.

Our Terms and Conditions apply both if you are a Consumer and if you are in any other role. Our Terms and Conditions do not exclude or limit any rights that Consumers are granted by mandatory laws.

The following information may seem very detailed to you, but we are required by law to provide it - should you have any questions, we are of course happy to help.

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### I. General provisions

1.1 These Regulations (hereinafter referred to as the "Regulations") set out the rules for the use by the Users of the Internet service, including in particular the software available at [www.AirCashBack.com](http://www.AirCashBack.com) (hereinafter referred to as the "Service" or the "Internet Service").

1.2. The owner of the Website is AirCashBack Poland Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, at ul. Tytusa Chałubińskiego 8, registered in the National Court Register under the number 0000475344 by the District Court for the Capital City of Warsaw in Warsaw, and the Company's share capital is PLN 114,800.00; NIP: 525-256-06-52; REGON: 146758821 (hereinafter referred to as "AirCashBack").

1.3. A User, within the meaning of the Regulations, is any entity using the Website or the Services in any way, as well as an entity that enters into or has entered into an agreement for the provision of the Services and an entity on whose behalf and for whose benefit such an agreement has been entered into, and the entity referred to in sec. 5.2.2 (hereinafter: "User").

1.4. Through the Website, AirCashBack provides services (hereinafter: "Services") consisting, in particular, of: verification of the claim's compliance with Regulation EC 261/2004 of the European Parliament and of the Council of February 11, 2004, establishing common rules on compensation and assistance to passengers in the event of denied boarding or of cancellation or long delay of flights (hereinafter: the "Regulation"), assistance in obtaining the payment of compensation by the entity obligated to do so (hereinafter: the "Obligated Entity") under the Regulation.

1.5. By using the Service, the User agrees to all provisions of the Regulations. In order to use the Service, the User must have full legal capacity, so by using the Service the User warrants that he or she meets this condition. If the User makes an application on behalf of third parties, the User is responsible for the fact that he/she is duly authorized by these persons to represent him/her.

1.6 AirCashBack reserves the right to restrict access to selected Services offered through the Site for Users who violate the Terms of Service.

## **II. Rules of access to the Service and technical requirements**

2.1. Depending on the current functionalities of the Service, AirCashBack may provide the User with the following electronic services in particular:

- a. Access to a claim form for service at the pre-court and court stage, on the basis of which contracts are concluded;
- b. enabling the viewing of content posted on the Service;
- c. Newsletter;
- d. presenting advertising content that may have been personalized, depending also on any consents given by the User (if necessary).

2.2. Implementation of the services referred to in item 2.1. a - c above shall take place when the User enters the relevant address of the Service in the Internet browser.

2.3. The Newsletter is provided at the request of the User.

2.4. AirCashBack shall provide technical and organizational measures appropriate to the scope of security risks, functionality, or services provided under the Agreement. The use of the Service involves risks typical of the transmission of data via the Internet, such as dissemination, loss or unauthorized access.

2.5. Access to the public part of the Website is available to all users of the Internet.

2.6. AirCashBack reserves the right to separate resources of the Site, which will not be fully accessible to all Users. AirCashBack reserves the right to temporarily discontinue all or part of the Service.

2.7. The use of the Service is possible provided that the User's ICT system meets the following minimum technical requirements:

- a) computer, laptop or other multimedia device with access to the Internet;
- b) access to electronic mail;
- c) active e-mail address;
- d) browser (current version): Mozilla Firefox, Internet Explorer, Opera, Google Chrome, Safari;
- e) recommended minimum screen resolution: 1024x768.

2.8. AirCashBack shall not be responsible for technical problems, or technical limitations occurring in the computer equipment used by the User that prevent or hinder the User from using the Website and the Services offered through it. AirCashBack may temporarily stop providing electronic services due to technical, maintenance or other activities related to modification of the Website.

## **III. General rules of use of the Site and Services**

3.1. the User is obliged to use the Website in a manner consistent with the Terms and Conditions, generally applicable law, general rules of Internet use and the purposes of establishing the Website, and in particular in a manner that does not violate the rights of third parties and the rights and interests of AirCashBack.

3.2. In particular, the User shall:

- a) use the Website in a manner that does not interfere with its operation, in particular through the use of certain software or devices,
- b) not to engage in activities such as: sending and/or posting unsolicited commercial information (so-called "spam") on the Website or posting illegal content, as well as viruses, bugs, trojans, spyware, and other malware or harmful code that may negatively affect AirCashBack, other users of the Services, or Internet users; registering the User several times on the Website; engaging in computer activities, or any other activities aimed at gaining possession of other Users' passwords,



(c) use the Website in a manner that is not burdensome to other Users, and to AirCashBack, with respect for their personal property (including their right to privacy) and any rights they may have.

3.3. In the context of intellectual property rights, the User shall not have the right to reproduce, modify the software, interfere with the computer record, and lease, rent or otherwise transfer the Service with the data contained therein. Also, the User may not make the Service or the data contained therein available from ftp servers, http servers, on websites, and through other mechanisms and devices through which they would be accessible to persons other than the User.

3.4. in the context of intellectual property rights, the User shall not have the right to distribute the Service, or otherwise market it, in whole or in any part thereof.

3.5. The User may not use the Services:

- in a manner inconsistent with the nature and purpose of the Services,
- in a manner leading to the commission of a criminal act as defined by applicable law,
- in a manner detrimental to the integrity of the Site or the AirCashBack IT system,
- contrary to the provisions of the Terms and Conditions and generally applicable law.

3.6 . AirCashBack shall have all rights, in particular, copyrights to the Website and the structure of the databases contained therein. The Website and the software, including documentation, and data contained therein are protected by the provisions of Polish law and international conventions, with all the consequences resulting therefrom.

3.7. The User shall not be allowed to perform any activities aimed at collecting information regarding the Service without obtaining written consent from AirCashBack under pain of invalidity.

3.8. The User may not use the Service to transmit or send unsolicited commercial or marketing information.

#### **IV. Claim handling procedure**

4.1. The information presented on the Website, including the claim form, constitutes an invitation to conclude an agreement and not an offer within the meaning of the Civil Code. At the time of submission of a claim, the User warrants that he/she meets the conditions provided for in the Regulations to conclude an agreement with AirCashBack.

4.2. The moment of conclusion of the Agreement shall be deemed to be the moment when, after verification of the claim, AirCashBack accepts the User's claim for handling by sending back the feedback by email, or starts acting on the User's behalf. AirCashBack reserves the right to refuse to accept the handling of a claim without providing a reason for the refusal.

4.3. The necessary data can be entered via: [www.AirCashBack.com](http://www.AirCashBack.com) .

4.4. Upon receipt of a copy of the power of attorney and other necessary information and/or documents needed to take action on behalf of the User, AirCashBack shall take action to settle the User's claim.

4.5.1. The Agreement is concluded for the period of time necessary to fully enforce the benefits due to the User, which were claimed by the User.

4.5.2. AirCashBack undertakes within the scope of the concluded agreement to:

- a) to take steps to determine the entity responsible and obligated to repair the damage,
- b) issue a demand for payment to the entity obliged to repair the damage,
- c) in justified cases and after determining the legitimacy of further proceedings in the case - to initiate and conduct judicial or administrative proceedings aimed at obtaining confirmation of the entity's obligation to repair the damage,
- d) in justified cases and after determining the legitimacy of further proceedings in the case - conduct proceedings aimed at enforcing from the entity obliged to repair the damage entitled to compensation benefits.



4.5.3. The moment when the service is performed is considered to be:

- (a) AirCashBack obtaining a benefit for the User from the Obligated Entity and transferring it to the User (after deduction of the dues listed in the Regulations) or.
- b) obtaining a judgment indicating that there are no grounds for claiming compensation or a judgment of ineffectiveness of enforcement or a judgment equivalent thereto.

4.5.4. The User shall be entitled to terminate the subject agreement for valid reasons, however, in such a situation the User shall be obliged to reimburse AirCashBack for the expenses that AirCashBack has incurred in order to duly perform the agreement and to pay a portion of the remuneration corresponding to the amount of AirCashBack's work effort and time to date. The amount of remuneration due to AirCashBack, depending on the stage of activities, may be specified in a separate document, such as an appendix, which is an integral part of these regulations.

4.6. If the Obligated Entity fails to compensate or make an acceptable offer within the period set by AirCashBack, AirCashBack shall be entitled to initiate judicial or administrative proceedings to pay the compensation due. Taking into account AirCashBack's experience in making optimal claim decisions for customers in cases covered by the AirCashBack service, you agree that AirCashBack may enter into any out-of-court settlements

4.7. Taking into account AirCashBack's experience in making optimal decisions for customers regarding claims in cases covered by the AirCashBack service, you agree that AirCashBack, after analyzing and determining the possibility and reasonableness of such action:

- a. enter into a settlement with the obligated party at any stage of the case,
  - b. take the case to court or administrative proceedings against the obligated entity,
  - c. took advantage of the legal or enforcement remedies available in the judicial or enforcement proceedings.
- If warranted by the case (e.g., the circumstances differ from standard or typical for cases in which AirCashBack regularly represents clients) AirCashBack may additionally confirm with the User the aforementioned action.

4.8. The User authorizes AirCashBack to entrust the execution of the Agreement in whole or in part to third parties or entities, in particular attorneys or legal advisors.

4.9. If it is necessary to issue a separate power of attorney to appear in court, the User shall provide such power of attorney.

4.10. All court costs in connection with possible legal proceedings shall be paid for the User and on his behalf by AirCashBack.

4.11. In the event that a benefit is obtained for the User, including a judgment awarding damages or other benefits to the User, or a settlement is reached with the obligated party, AirCashBack shall be entitled to: reimbursement of any actual court costs incurred for the User, the entirety of the interest awarded and the costs of legal representation (interest and legal representation costs are an additional component of AirCashBack's compensation for services rendered).

## **V. Costs and fees**

5.1. The submission of a claim is free of charge.

5.1.1. Submission of a claim is possible only through the electronic claim form provided on [www.AirCashBack.com](http://www.AirCashBack.com) . Submission of a claim by other means is only possible with the express consent of AirCashBack.

5.2.1 Notwithstanding Clause 4.11, AirCashBack shall be entitled to remuneration in the amount of:

- a) 25 % gross counting on the value of the benefits, discounts, rebates, vouchers, etc. obtained for the User in case of successful performance of the service (basic remuneration);
- b) 14 % gross calculated on the value of benefits, discounts, rebates, vouchers, etc. obtained for the User. - in the event of referral to judicial, administrative, enforcement or other proceedings appropriate to the claim. The



remuneration is calculated in addition to the basic remuneration (letter a) at the time AirCashBack sends the first letter initiating the proceedings, including a lawsuit, request for an order for payment or request for an attempt at settlement before a court, and if the proceedings are already pending - taking the first action in the proceedings. The User is not obliged to pay the aforementioned remuneration in advance, which will be settled in accordance with the rules described in the Regulations.

AirCashBack has the right to retain the voucher until the full commission is paid to AirCashBack. The remuneration referred to above and in Clause 4.11 may be subject to value added tax (VAT) in the amount in each case in accordance with generally applicable laws.

5.3. AirCashBack undertakes to inform the User about the receipt of the amount due from the carrier and transfer the benefits received (after deduction of the remuneration due to AirCashBack) by wire transfer to the bank account indicated by the User within 21 business days from the date of transmission by the User of the data enabling such transfer. All transfer costs shall be paid by the User. The day of payment shall be considered the day on which AirCashBack's bank account is debited.

If the User requests a VAT invoice, the User agrees that a VAT invoice will be sent to the email address provided by the User.

5.3.1. Regardless of the currency in which the carrier's performance is fulfilled, AirCashBack shall pay the User the performance referred to in paragraph 5.3. expressed in Polish zloty (PLN) converted based on the average exchange rate of the National Bank of Poland (NBP) for the currency in which the carrier's performance was fulfilled, as of the business day preceding the receipt of the performance from the carrier or in any other currency in which settlement is offered as part of the service provided.

5.3.2. Before paying the User the remuneration referred to in clause 5.2.2, AirCashBack reserves the right to verify that the contact information provided to it by the User was not already in AirCashBack's contact database. Prior to the payment of compensation, the User shall be obliged to provide the data necessary for the settlement of tax receivables with the competent tax authority.

5.4. In the event that the User receives compensation directly from the Obligated Entity, or a company representing it, the User agrees to immediately inform AirCashBack of this fact and pay the service fee in accordance with the content of paragraph 5.2.1. within 21 working days of receiving the compensation.

5.5. In case of non-payment by the User after 28 working days from the date of receipt of compensation directly from the Obligated Entity, or the company representing it, the fee payable referred to in paragraph

5.2.1 shall be increased to the amount of respectively:

- a) 30%, net, plus VAT in accordance with generally applicable laws, if the receipt of compensation was at the pre-court stage;
- b) 45%, net, plus VAT in accordance with generally applicable laws, if compensation was received at the administrative, judicial, including enforcement stage.

5.6. Any costs resulting from currency conversions within the scope of the service provided shall be treated by the parties as costs of claiming the benefit from the obligated entity and shall be paid by the User.

## **VI. Rights and responsibilities**

6.1. The User declares that he/she has familiarized himself/herself with the AirCashBack service offer. The User as a consumer who has entered into a remote contract under the Consumer Rights Act of May 30, 2014. [Journal of Laws of 2014, item 827, as amended] may withdraw from it without stating a reason, in accordance with Section XI of the Regulations. The User declares that, together with the acceptance of the

Terms and Conditions, he has received a template for withdrawal from the contract, which is attached as Appendix No. 1 to the Terms and Conditions and is available at the end of this document.

6.2. In order to effectively enforce the payment of compensation, the cooperation of the User is necessary. This means, the need to provide AirCashBack with complete and accurate information from the moment AirCashBack is authorized to act on behalf of the User and throughout the legal proceedings. Among other things, this means providing AirCashBack, upon request, with the data necessary to conduct judicial or administrative proceedings, including additional documentation required at this stage of the proceedings (including, but not limited to, the child's birth certificate, PESEL numbers if not previously provided, and address data). If the User refuses to provide such data, the User shall be obliged to declare that the User has not received the compensation due by bypassing AirCashBack or to pay AirCashBack the amount of the claim in accordance with Section 6.5.2. of the Regulations.

6.3. The User is obliged to pay compensation to AirCashBack in the event that claims referred to judicial or administrative proceedings are not accepted as a result of the provision of incomplete or false data. Compensation shall include, but not be limited to, fees and costs incurred by AirCashBack.

6.4. In the event that you receive a direct payment from an Obligated Entity after signing an agreement with AirCashBack or receive compensation in another form, such as a voucher, it is your responsibility to contact AirCashBack immediately.

6.5.1. After concluding an agreement with AirCashBack, the User shall be obliged to cease all negotiations with the respective Obligated Entities or entities representing them.

6.5.2. If the User enters into any agreement with an Obligated Entity, without informing AirCashBack, this shall not relieve the User of the obligation to settle with AirCashBack under the terms of Section 5.2.1. In the event that the User accepts benefits in an amount lower than that provided in the Decree, AirCashBack shall be entitled to the remuneration specified in Section 5.2.1 calculated on the benefit due under the Decree. The User is obliged to pay the remuneration within 14 days from the conclusion of the Agreement. This provision applies to any User, including if he/she independently submitted a claim or complaint to the airline before the date of completion of the form on the AirCashBack website in the event that the benefit was

6.6. Once the User has entered into an agreement with AirCashBack, the User may not entrust, perform part or all of the activities related to the collection of claims covered by the Agreement to another entity during the term of the Agreement.

6.7. The User shall be obliged to reimburse AirCashBack for the costs, fees and compensation for damages incurred by AirCashBack in connection with the provision of false or fraudulent data, information or documents, or a false act.

6.8. The User shall be obliged to reimburse AirCashBack for costs, fees and damages resulting from AirCashBack's liability to third parties due to the transmission of untrue or false data, documents or information to it.

6.9. The User shall be obliged to pay all costs incurred by AirCashBack, costs of proceedings, costs of legal representation (regardless of their award by the competent authority) and fees in the event of failure to inform about the conclusion of an agreement with the Obligated Entity or failure to inform about the receipt of benefits in the case referred to in Section 5.4.

6.10. The User agrees to deduct from the payments due to AirCashBack any amounts due to AirCashBack, in particular the amounts referred to in Clauses 5.1.1, 5.2.1, 5.4, 6.5.2, 6.7, 6.8, 6.9.

6.11. In case of violation of the Terms and Conditions by the User, AirCashBack shall be entitled to suspend access to the Website, block access to the Website, block access based on the User's IP address.

6.12. If the User violates the provisions of the Terms and Conditions, including the obligation to cooperate and provide relevant documents, information or materials, AirCashBack has the right to suspend further performance of the contract, with the remaining rights of AirCashBack under the applicable laws and the

Terms and Conditions. The period of withholding the performance of the contract shall be treated by the Parties as the period of remaining in readiness to provide services by AirCashBack.

## **VII.Complaints**

7.1. All complaints related to the provision of the Services through the Website shall be submitted to AirCashBack's address indicated on [www.AirCashBack.com](http://www.AirCashBack.com) .

7.2. A complaint submitted by a User in connection with the non-performance or improper performance of the Services by AirCashBack shall be made in writing or by e-mail (to [complaints@aircashback.com](mailto:complaints@aircashback.com) ) and shall specify:

- (a) the User's data, in a manner that allows identification of the User,
- b) the subject of the complaint,
- c) circumstances justifying the complaint.

7.3. AirCashBack will consider the complaint within 14 days from the date of its delivery, and then send the User a response, indicating how the complaint was resolved, along with the reasons.

7.4. In a situation where the data or information provided in the complaint needs to be supplemented, AirCashBack shall, before considering the complaint, ask the complainant to supplement it. The time for the User to provide additional explanations may extend the period for processing the complaint.

7.5 If it is not possible to consider the complaint within the time limit specified in Section 7.3, AirCashBack shall inform the User, stating the reason for the extension of the time limit and the expected response time.

## **VIII.Out-of-court proceedings**

8.1. The use of out-of-court means of complaint handling and redress is voluntary. The following information is for informational purposes and does not constitute an obligation on the part of AirCashBack to use it. AirCashBack's statements in this regard shall be provided by AirCashBack in writing or through another durable medium only in the event of non-resolution of the dispute after the Consumer's complaint.

8.2. The regulations governing out-of-court resolution of consumer disputes and the obligations of the entrepreneur can be found, for example, in the Law of September 23, 2003 on out-of-court resolution of consumer disputes or in the regulations on the relevant entity competent to resolve consumer disputes. Detailed information on the possibility for consumers to use these methods of dispute resolution, as well as the regulations governing access to these procedures, can be found in the offices and on the websites of district (city) consumer ombudsmen, civic organizations whose statutory activities include consumer protection, Provincial Inspectorates of Commercial Inspection, in particular also at the website of the Office of Competition and Consumer Protection:

[https://www.uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php) . The President of the OCCP maintains an open register of entities authorized to conduct proceedings for out-of-court settlement of consumer disputes.

8.3. The consumer may use, among other things, the following options for out-of-court resolution of complaints and disputes:

- a. filing a case with the permanent amicable consumer court referred to in Article 37 of the Law on Commercial Inspection of December 15, 2000, requesting resolution of the dispute;
- b. filing a case with the provincial inspector of the Commercial Inspection pursuant to Article 36 of the Act referred to in a. above, requesting the initiation of mediation proceedings;
- c. The user has the right to free assistance in resolving a dispute between him and AirCashBack, to use the free support of the district (city) consumer ombudsman, or civil organizations whose statutory activities include consumer protection (for example, the Federation of Consumers, the Association of Polish Consumers);
- d. filing a complaint through the online ODR platform <http://ec.europa.eu/consumers/odr/> . The ODR platform is also a source of information on out-of-court settlement of disputes arising between Consumers and entrepreneurs.



8.4. AirCashBack designates the Mediation Center of the Bar Association in Warsaw (Al. Ujazdowskie 49, 00-563 Warsaw, email: centrum.mediacji@ora-warszawa.com.pl) as a mediation center that provides at least two mediators with whose assistance AirCashBack is willing to attempt to reach an agreement on the out-of-court settlement of disputes in connection with the concluded contract, including complaints that could not be resolved within the internal complaint system.

## **IX. License and Copyright**

9.1. Subject to paragraph 3 below, exclusive rights to the works on the Service, in particular copyrights, trademark rights or software used shall be vested in AirCashBack or entities with which AirCashBack has entered into appropriate agreements (Works). The User is authorized to use the Works without charge, but only for personal use and solely for the proper use of the Service, worldwide. Use of the Works in any other manner is permitted only with the prior express consent of the authorized entity in writing, otherwise being null and void.

9.2. In particular, the User shall not be entitled to:

- a. resale and commercial use of the Works;
- b. translate, adapt, rearrange or make any other changes to the Works, except as permitted by applicable law;
- c. any form of downloading or copying of the Works for the benefit of another; or
- d. any use of data-mining tools relating to the Service, AirCashBack or other Users.

9.3. by posting any Works on the Service, especially graphics, comments, opinions, or messages, you grant AirCashBack a non-exclusive, royalty-free license to use, store, transform, amend, delete, or supplement such Works, as well as a license to publicly perform, publicly display, and distribute (especially on the Internet) such Works, worldwide. These rights include a sublicense to the extent justified by the performance of the contract (including the operation and development of the Service), as well as authorization to exercise independently, or through third parties, subsidiary rights, and to distribute the Work in an amended form. To the extent that you are not authorized to independently grant the licenses to which this paragraph applies, you have obtained said licenses for AirCashBack

## **X. Protection of personal data**

10.1. The User's personal data shall be processed by AirCashBack as personal data controller.

10.2. The provision of personal data by the User is voluntary, but necessary in order to use certain services, to conclude a contract for the handling of a claim, and to pursue a claim on behalf of the User against an obligated entity.

10.3. Detailed information on the protection of personal data is contained in the "Privacy Policy" tab available on the Website.

## **XI. Consumer's right to withdraw from the contract**

11.1. The Consumer shall have the right to withdraw from the contract within 14 days from the date of its conclusion, without giving any reasons and without incurring any costs than those provided by law.

11.2. In order to inform AirCashBack of the withdrawal, the Consumer shall submit a statement informing of his decision to withdraw. The statement may be made using the model withdrawal form attached as Appendix 1 to the Terms and Conditions. This does not limit the right of the Consumer to make any other unambiguous statement in which he informs about his decision to withdraw.

11.3. A User who has been informed prior to the commencement of the service that after its performance by AirCashBack he will lose the right to withdraw from the contract, may consent to AirCashBack performing the



service in full immediately after the conclusion of the contract. If the consent referred to in the preceding sentence is given, the User shall not have the right to withdraw from the contract after the performance of this service.

11.4. Confirmation of the User's consent referred to in paragraph 3 above shall be made by e-mail sent to the e-mail address provided by the User.

## **XII. Change of Regulations**

12.1. The Regulations and appendices to the Regulations constitute a model contract within the meaning of Article 384 § 1 of the Civil Code.

12.2. AirCashBack reserves the right to amend the Terms and Conditions in the event of the occurrence of at least one of the following important reasons:

- a. a change in the provisions of law governing the provision of services by AirCashBack or a change in the interpretation of the aforementioned provisions of law as a result of court rulings, decisions, recommendations or recommendations of authorities or bodies competent in the relevant area;
- b. a change in the manner in which services are provided due to business, organizational, technical or technological reasons;
- c. a change in the scope or provision of services to which the provisions of the Terms and Conditions apply, through the introduction of new functionalities or withdrawal of existing functionalities by AirCashBack;
- d. change in the manner in which services are provided due to changes in agreements or regulations of entities cooperating with AirCashBack.

12.3. The User shall be notified of any change by sending information about the change to an e-mail address, which the Parties shall consider to be the introduction of the information about the change into the means of electronic communication in such a way that the User could become familiar with its content. The change referred to in the preceding sentence shall become effective 30 days from the date of sending the information about the change, unless the User within 15 days from the date of sending the information about the change submits a statement of termination of the contract with immediate effect.

## **XIII. Users who are not consumers**

13.1. This section of the Terms and Conditions and the provisions contained therein apply only to Users who are not Consumers. However, this point of the Terms and Conditions also does not apply to natural persons entering into an agreement directly related to their business activity, when it follows from the content of the agreement that it does not have a professional character for these persons, resulting in particular from the subject of their business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity, subject to paragraphs 2 and 3 referring also to these persons (point XI of the Terms and Conditions, i.e. the right to withdraw from the agreement, also applies to these persons).

13.2. In the case of purchase of paid services it is necessary for the User to indicate the company and Tax Identification Number (NIP). Failure to indicate the VAT ID number at the stage of selecting a given service may result in AirCashBack's inability to issue a VAT invoice in accordance with Article 106b Paragraph 5 of the Act of March 11, 2004 on Value Added Tax.

13.3. The User authorizes AirCashBack to issue invoices without the recipient's signature and agrees to send him invoices in electronic form.

13.4. AirCashBack may terminate the Agreement (including the Service Agreement or any license agreement) with immediate effect and without assigning any reason by sending a statement in any form.

13.5. AirCashBack shall not be liable for any damages, including loss of profit, unless the damage was intentionally caused by it. In any case of determining the extent of AirCashBack's liability, regardless of its legal basis, shall be limited to a maximum total amount of PLN 100.



13.6. All disputes shall be resolved by the court having jurisdiction over the registered office of AirCashBack.

#### **XIV. Final Provisions**

14.1. The Terms and Conditions shall enter into force on the date of publication on the Website and shall apply to agreements concluded with AirCashBack from that date.

14.2. If any provision contained in the Terms and Conditions is or becomes invalid, illegal or unenforceable, this fact shall not in any way affect the validity of the remaining provisions of the Terms and Conditions.

14.3. You may not assign, transfer, execute an assignment to a third party or otherwise fulfill your rights and/or obligations under the Terms and Conditions. The foregoing shall not prevent the User from entering into an assignment agreement with AirCashBack with respect to the User's claims against, for example, airlines.

14.4. If any of the provisions of the Terms and Conditions is found by any court or other competent authority to be illegal and/or unenforceable, the remaining provisions of the Terms and Conditions shall continue to apply. If any unlawful and/or unenforceable provision would be lawful or enforceable if any part of it were removed, that part shall be deemed removed and the remainder of the provision shall continue in force.

14.5. The Terms and Conditions shall constitute the entire agreement between you and AirCashBack in connection with your use of the Service and your claim, and shall supersede all prior agreements with respect to your use of this Service.

14.6. The contract shall be governed by Polish law and any disputes related to the Terms and Conditions shall be settled by a Polish common court. The choice of Polish law and court under the Terms and Conditions shall not deprive the User of the protection afforded to the User under the laws that cannot be excluded by agreement between AirCashBack and the User, under the law that would be applicable under the relevant regulations in the absence of the choice.

14.7. The Terms and Conditions shall constitute an Agreement between the User and AirCashBack. Submission of a claim on the Service means that the User has understood and accepts all provisions of the Terms and Conditions.

#### **Appendix No. 1 - Example of withdrawal form**

##### **Declaration of withdrawal**

(This form must be completed and returned only if you wish to withdraw from the contract)

Addressee:

AirCashBack Poland Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, at ul. Tytusa Chałubińskiego 8, registered in the National Court Register under number 0000475344 by the District Court for the Capital City of Warsaw in Warsaw, share capital 114,800.00 PLN; NIP: 525-256-06-52; REGON: 146758821

I/We(\*) hereby inform(\*) about my/our withdrawal from the contract of sale of the following items(\*) the contract for delivery of the following items(\*) the contract for work consisting in the performance of the following items(\*)/the provision of the following service(\*)

Date of conclusion of the contract(\*)/collection(\*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only if the form is sent on paper)

Date

(\*) Delete not necessary.