



# Terms and Conditions

## **Article 1: Definitions**

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

Airnsquare hereafter mentioned as “Company” is registered as Airnsquare Inc. in the United States.

1.1 “Agreement”: an agreement between a Client and Company that is reached after the acceptance of these T&C by the Client, which shall be considered finalized, when the Client has signed the Assignment Form.

1.2 “Company”: Airnsquare Inc., a company incorporated in USA with its registered office at 500 W 30<sup>th</sup> St 10A, 10001 New York, USA.

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

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

1.5 “Claim”: any claim against an airline for monetary compensation pursuant to Air Passenger Rights Regulation.

1.6 “Client(s)”: person(s) that has accepted these T&C.

1.7 “Flight Compensation”: total amount of money to be paid by an airline pursuant to a court order or decision by another empowered authority or offered as payment by an airline, whether as compensation, settlement,



gesture of goodwill or otherwise, arising from any actions made by Company in relation to a Claim. For the avoidance of doubt, Flight Compensation do not include any payments of court fees, collection cost, interest or similar, which payments shall belong solely to Company.

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

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

## **Article 2: Agreement**

2.1 When asking Company to pursue the Client's Claim, the Client automatically and simultaneously accepts these T&C.

2.2 An Agreement will only be concluded, if Company accepts to pursue the Client's Claim. Company is entitled to refuse to pursue any Claim without reason. In case of a refusal, Company will notify the Client without unreasonable delay. If Company accepts to pursue the Client's Claim, the Client will be asked to sign the Assignment Form. When the Client has signed the Assignment Form, an Agreement has been made between Company and the Client.

2.3 By entering into an Agreement with Company, the Client warrants that he/she is authorized and has legal capacity to enter into the Agreement.

2.4 The Client acknowledges that Company only seeks Flight Compensation. The Client agrees that Company will not accept travel vouchers and/or other



services as Flight Compensation and that such offer from airlines will be considered as refusal of payment.

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

2.6 After signing the Assignment Form, the Client may not engage any other party to pursue the Claim or assign the Claim to any other party. Any existing engagements or assignments, if any, must be cancelled before signing the Assignment Form.

2.7 If the Client receives any direct payments or any other compensation from the airline concerned after entering into an Agreement, the Client shall be obliged to advise Company without delay.

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

2.9 The Agreement terminates:

- i) when Flight Compensation has been accepted by Company, paid in full to Company by the airline and the agreed part of the Flight Compensation has been transferred to the Client after deduction of all applicable fees, or
- ii) when Company has established that it would be futile to continue to pursue the Claim after conducting an in-depth review of the case and has advised the Client that such Claim will not be pursued.

2.10 Company is entitled to terminate the Agreement with immediate effect in case of a Client's rude behaviour, such as, but not limited to, using



inappropriate language or hate speech, intimidating, harassing or showing disrespect, discriminating or any similar wrongdoing.

2.11 Company shall not be liable for any amount of compensation, damages for loss of opportunity or similar, including, but not limited to, Claims falling for a statute of limitation, the Client has been advised about the futility of continuing to pursue the Claim according to paragraph 2.9ii or if the Agreement was terminated pursuant to paragraph 2.10.

2.12 If the Agreement is terminated pursuant to paragraph 2.9ii and the Client requests it, the Claim may be re-assigned to the Client, who is free to pursue the Claim.

2.13 Different terms and conditions may apply to Clients submitting Claims pursuant to Company agreements with third parties.

### **Article 3: Description of Services**

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

3.2 Flight data and information may be submitted to Company via website, mobile apps, email, other electronic or software solutions supported by Company or phone. After receipt of a Claim, Company performs a research to check the flight information and verify the flight data. If this evaluation proves that the Claim is sufficiently promising, Company informs the Client that her/his Claim has been accepted and asks the Client to sign the Assignment Form.

3.3 To pursue the Claim successfully, Company needs the Client's signed assignment of the Claim to Company, which he/she can send to Company via



the web form, mobile app or using email or postal service. On receiving a Client's signed Assignment Form, Company prepares a request for payment and sends it to the operating airline without unreasonable delay and handles all further correspondence.

3.4 If the operating airline fails to pay Flight Compensation within a reasonable period and provided the case may be asserted with adequate certainty, Company may initiate Legal Action to pursue the Claim.

3.5 In the event that a contracted legal representative is used for Legal Action, the Client will allow Company to grant the contracted legal representative access to all of the data communicated to Company and allow the legal representative to transfer information concerning the proceedings to Company. Where a separate COA, Power of Attorney, Statement of Truth, Assignment Form or other additional documents are required by the relevant court, the Client undertakes to sign such additional documents.

3.6 If the contracted legal representative comes to the conclusion that there are insufficient prospects of success, the Client will be advised about this and Company will take no further action. The Client will not be entitled to request a more detailed account of the reasons for the decision.

3.7 Company shall not be liable for any amount of compensation, damages for loss of opportunity or similar, including, but not limited to, Claims falling for a statute of limitation, if the Client has been advised about the closure of case due to insufficient prospects of success according to paragraph 3.6.

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



3.9 The Client acknowledges that it is the sole decision of Company to accept any settlement offer. Company may reject any settlement offer for any reason.

3.10 Company shall not be liable for any amount of compensation, damages for loss of opportunity or similar, including, but not limited to, Claims falling for a statute of limitation, if Company has accepted or rejected a settlement offer according to paragraph 3.9.

#### **Article 4: Fees and Payments**

4.1 Company pursues the Claim free of charge. If Company is successful in collecting Flight Compensation, Company will transfer the agreed part of the Flight Compensation to the Client, subject only to a fee of 30% (incl. VAT) of the received amount.

4.2 Payment to the Client can be done in USD, EUR, GBP, NOK and SEK. For transactions in other currencies than EUR, a transaction fee of 1% will be charged from the total compensation received. If a check payment is requested rather than a bank deposit (US only), an additional fee of USD 10 is charged.

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

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



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

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

### **Article 5: Data Protection**

Company will only use the personal data provided by the Client for the purpose pursuing the Claim in accordance with the Agreement and with respect of all applicable privacy and data protection laws. The Client provides Company with personal data under the Personal Data Protection Act or other data protection laws that may be applicable, with the explicit permission to process the personal data given and for the use thereof in the context of the Agreement. Company will only transfer the personal data to third parties under the conditions as listed below:

- i) if the Client has given consent;
- ii) if it is for a purpose directly related to the original purpose for which the personal data was collected;
- iii) if it is necessary for the preparation, negotiation and fulfilling of a contract with the Client;
- iv) if it is required due to legal obligation, administrative or court order;
- v) if it is required for the establishment or protection of legal claims or in defence of court actions;



vi) if it serves the prevention of misuse or other illegal activities, such as deliberate attacks, to ensure data security.

### **Article 6: Data and information from the Client**

6.1 On request by Company, the Client will provide Company with all data or information that is required for the execution of the Agreement. The Client warrants that the data and information provided is correct, complete and true.

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

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

### **Article 7: Limitation of Company's liability**

Company's liability towards the Client shall never exceed the value of the Claim assigned to Company.





## **Article 8: Consumer's Cancellation Policy**

8.1 You can cancel your acceptance of our Agreement at any time before we have filed a claim with the airline on your behalf. After we have filed a claim with the airline, you cannot cancel. To cancel the Agreement, you must send an email to:

e-mail: [claim@airnsquare.com](mailto:claim@airnsquare.com)

by using the following formula:

“I hereby cancel my acceptance of the Contract with Company for the following service with immediate effect.”

Reference number:

Name:

Address:

Signature:

Date:

## **Article 9: Final Provisions**

9.1 Company is authorized to alter these T&C to set forth additional conditions at any time and without notice.

9.2 The laws of Sweden apply to these T&C, the Assignment Form and the Agreement between Company and the Client. Any dispute arising out of or in relation to these T&C, the Assignment Form and the Agreement between Company and the Client shall exclusively be settled by Stockholm District Court, Sweden, in first instance.

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



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

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