

# General Commercial Terms & Conditions

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(hereinafter referred to as "Flipo")

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A. [GENERAL TERMS FOR FLIGHT TICKETS SALE](#)

I. **Definitions**

**1. BOOKING** – electronic information about a client in the global reservation system and in the system of the specific carrier the client will fly with. This data contains passenger information – name and surname, gender, date of birth (for children, youth, students, infants, and senior citizens), precise time and geographic travel plan including information about air carrier and flights. It may also include special requests of the client and information about a seat booking if the reservation of the particular seat on a given route is allowed by the airline. If this is not allowed, the seat can be reserved at check-in.

**2. GROUP BOOKING** – a reservation that requires a minimum of 10 passengers travelling on the same booking.

**3. FLIGHT TICKET** – is a contract between the client and the airline (air carrier) to ensure the transport of a passenger and their luggage and, if applicable, other services linked with such carriage to the extent stated on the flight ticket. At the time of payment for the ticket, the client automatically voluntarily agrees to this contract and its terms and conditions, to the conditions of the tariff for which the reservation was made and, therefore, to the cancellation conditions and possible ticket changes. Current terms and conditions of this contract are available to the client during booking placement, and they are also available on the airlines' websites. The contract is concluded when the flight ticket is issued/purchased by a particular airline. The client is informed of the contract conclusion via email.

In this process, the company Flipo acts solely as a payment intermediary on behalf of the passenger when arranging the transportation of the passenger and their baggage. The client pays the total ticket price to Flipo, which then transfers the amount to the airline through IATA – International Air Transport Association. Therefore, Flipo is not responsible for any damages caused to the client due to non-delivery of the airline's services. The airline, as an air carrier which is to transport the client in compliance with the client's contract, is fully responsible for any possible damages.

For information on the Common Rules of the Compensation Scheme and assistance to passengers refusing to board the aircraft, in the event of a cancellation or long delays, established by the European Parliament and the Council of the European Union please call 00 800 67891011 or, for written information in several languages, visit [https://ec.europa.eu/transport/themes/passengers/air\\_en](https://ec.europa.eu/transport/themes/passengers/air_en)

**4. ELECTRONIC FLIGHT TICKET** – is information of the airline electronic system in which all flight details are safely stored. The client is not obliged to have an electronic flight ticket with them at the check-in counter at the airport. However, Flipo recommends that clients have confirmation of an electronic flight ticket with them.

**5. BOARDING PASS** - a printed document (printed by a passenger) or given to a passenger at AIRPORT CHECK-IN at the airport. Passengers must have this document with them when departing. A passenger receives this document after registration for the flight. Without a boarding pass, the passenger will be denied boarding, and the airline will not provide transportation service under an air transport contract. An airline may authorize boarding if the passenger shows a valid boarding pass on their mobile device. The boarding pass usually shows the Gate opening time and the latest time when passengers can board the plane (Gate closing time). No passengers onboard are allowed to board the aircraft after the Gate closing time.

**6. FLIGHT TICKET PRICE** – price of air transport services.

**7. AIRPORT FEES** – fees levied by the city, state, or country of departure. Usually, this fee is collected at the same time when the ticket is purchased – with the ticket price – in some cases, airport fees are paid at the airport (especially in some countries in Asia, Africa, and South America).

**8. SERVICE CHARGE FLIPO**– This represents the fee for facilitating the client's ticket purchase. It also includes Flipo's expenses, such as technology and administration costs related to the ticket purchase facilitation.

**9. Additional Passenger Information - APIS** (Advance Passenger Information System)

Based on the relevant national legislation of particular countries, some airlines (especially for international flights) require additional passenger information on the reservation prior to departure. These are data such as the passport number (or the number of the national ID card if it is possible to travel to a particular country with this document), passenger's nationality, date of birth, gender, country of issue and expiration date of the travel document, place of residence (whereabouts), etc. This information must be included in a reservation prior to the departure. To ensure an uneventful departure and flight, as well as the entry to a country of the final destination or a country of a stopover, it is important to provide correct and true information. Passengers are responsible for providing the correct information on time. The information of each passenger must be provided to the airline or Flipo. If this information is given to Flipo, Flipo will provide the information to the airline. The information can be entered immediately after the ticket has been purchased and prior to departure via the Manage my booking section on [www.flipo.de](http://www.flipo.de) ("Manage my booking") in case the data entry is enabled for the combination of flights or via e-mail, at least 3 days prior to departure. If the ticket is purchased less than 3

days prior to departure, the passengers must enter this information immediately after receiving the ticket via the Manage my booking section on [www.flipo.de](http://www.flipo.de) if the data entry is enabled for the combination of flights, or to send the information to Flipo via email. If the passenger fails to deliver this information on time, or if any of the information is incorrect or not delivered at all, the airline may charge for correcting the passenger's flight ticket and/or for steps associated with issuing a new boarding pass either at the airport or later via Flipo. It is also possible that the airline will refuse to transport the passenger without a refund of unused flight tickets. If a fine (sanction) is applied through Flipo, Flipo has the right to recover this sanction from the passenger who breached the information obligation that was the cause of the fine on the part of the air carrier.

## II. **Conditions and a method of placing a booking**

1. Flipo operates an online information system on the web portal [www.flipo.de](http://www.flipo.de) or, on the web portal of Flipo's partner offering a service that allows a client to find currently available flight connections according to the client's requirements via the search form (the place of departure to the desired destination, the date of departure, the place where the client wishes to return from, the date of return departure...) and to make a booking for the selected flight connection. After the client makes a booking, Flipo generates a booking confirmation based on the payment method selected by the client. The client then receives an invoice or confirmation of a successful payment. Flipo charges a service fee per person, according to the current T&C (section E). If the client is interested in receiving an offer made by one of our Customer Service agents, they can send their request using the contact details in the tab "Contacts" or send the request using their own e-mail address.

It is not possible to make a complicated booking via the online reservation system. A complicated booking is a booking which includes more separate flights, or more precisely, more flight tickets or a booking with a stopover during which the client interrupts their journey by staying in a transit city for several days on the way to or from a final destination.

Such requests can be sent to the e-mail address of our Customer Service. After an offer is accepted by the client, a Customer Service agent will send details for a payment to the client via email. A service fee per person (according to current T&C - section E) is always charged when making a booking via the Customer Service .

The client has to provide an e-mail address and telephone number at which they can be reached until the end of the journey. Otherwise, they may not be informed on time/accurately of any changes to the timetable or cancellation of flights that affect their flight ticket and travel. As this information can be sent via text message (SMS), the client is required to

provide a mobile phone number that can receive text messages (SMS). If the client does not provide a mobile number, the client will be contacted via e-mail.

2. The client can view the current number of free seats on an aircraft and current prices 24 hours a day. Reservation for specific flights can only be made if the client wishes to depart at least 2 calendar days later than the date the actual state is viewed by the client. If the departure is only 1 calendar day later than the date the actual state is viewed by the client, it is not possible to make a flight reservation, however, the client can purchase a ticket for the selected flights only when booking an online ticket, and only by means of a credit card. Example: *On 10th October (whole day, CET) it is not possible to make a reservation for flights on 10th and 11th October (the date and time of departure being the decisive factor). For these days, however, it will be possible to view currently available flights and prices of flights tickets. The earliest reservation can be made for a flight departing on 12th October from 00:01 (time at the place of departure). However, it will be possible to buy the flight ticket online and pay by credit card for a flight departing on 11th October at 00:01 (time at the place of departure).*

3. Once a reservation has been made, the client receives an automatically generated reservation code and reservation confirmation will be sent to the client via e-mail. The client is required to check the reservation on the website in "Order management" section by entering the reservation code into the "Reservation code" box and entering the surname (without diacritic) of the passenger who made the reservation into the "Surname" box. If during the reservation process the client opts for immediate payment, the client is required to check their reservation in the reservation step "Reservation Summary and Payment method" before making a booking and being redirected to the selected payment gateway. If there are any discrepancies or errors related to the information in the reservation, the client is required to contact Flipo immediately in writing via e-mail or by phone prior to the payment.

A discrepancy is, for example, an incorrect name or surname or gender of the passenger, in some cases it may be the first name in a place of the surname and vice versa, giving an academic degree instead of the title Mr./Mrs., just one name of the passenger if there are two names on their travel document, just one surname of the passenger if there are two surnames on their travel document, etc. If the client provides two names or two surnames separated by a space, after processing the reservation in the reservation system, these can be displayed without a space on the flight ticket. This, however, is not considered a discrepancy and the client can use the flight ticket. If the client does not check the reservation and does not inform Flipo about discrepancies prior to payment, Flipo is not responsible for any potential damage that might arise to the client due to such actions and discrepancies in the reservation. If the reservation is cancelled due to discrepancies in the reservation and it is not possible to make a new reservation for the identical flights, or more precisely, the new reservation can be made only at a higher price, PeFlipo likán is not responsible for the consequences of cancelling the original reservation.

Flipo recommends that the client checks the following information, in particular:

- 1) name and surname in the format as displayed in the valid travel document which the client will use when travelling, gender
- 2) city of departure and return as well as the transit cities
- 3) dates of departure and return
- 4) flight times
- 5) section – Flight service information – go to this section. Here you can find information such as planned stopover (for refuelling) if it is a long-haul flight. In such cases passengers continue their journey on the same aircraft, therefore this transit point is not on the itinerary. It is required to leave the aircraft during refuelling, therefore passengers have to check their visa requirements for cities and countries where the aforementioned situation might occur. In this section, the client can also find additional flight information such as flight duration, aircraft type, confirmation /rejection of requested type of food, seat or another extra service.

Flipo has the right to demand 100% of the ticket price and all ordered services when the contract for ticket mediation is concluded.

Alternatively, the client may be offered the option to split the payment for the order (so-called Flexi Payment), which includes the ticket, depending on the total order price and the departure date. Flexi Payment is a paid service that allows the reservation to be issued upon receiving an individually agreed portion of the order value. The required amount is specified in the online booking process (for online orders), in the Order Summary (for offline orders), as well as in the proforma invoice and final invoice (for both online and offline orders). The Flexi Payment fee is non-refundable.

A deposit of at least 34% of the total order price is due on the day the order is created. The remaining balance(hereinafter referred to as the "balance payment") to cover the full order price must be paid by the client (the purchaser) no later than 35 days before the departure date or the start of services. The amount and due date of the balance payment will be individually agreed upon with the client before the contract is finalized. Instructions on payment methods and deadlines will also be included in the order confirmation and order management details. Some services included in the order may require full payment upfront, meaning the client must settle these in full on the day the order is created. The amount paid will then be proportionally allocated toward covering the remaining services in the order.

If an order includes multiple travelers, the price for the ordered services is indivisible among the individual travelers and constitutes a joint obligation. If the full order price has not been paid, none of the travelers is entitled to partial fulfillment (i.e., use of the ordered services).

By paying the deposit, the client undertakes to paying the full price for the ordered services and agrees to the terms for paying the remaining balance according to the due dates specified.

The usability of flight tickets and the possibility of making changes to tickets, as well as the availability of certain services such as "Change for Any Reason" and "Flight Delay Insurance Upon Arrival," is contingent on the full payment of the total order price. In the case of cancellation insurance with one of the insurance products from the European Travel Insurance Company, this insurance can be utilized even before the full payment of the order amount. However, insurance claims can only be made for the portion of the insured services that the client has already paid for, minus the amount of the insurance itself. .

If an order that has not been fully paid is canceled, the eligibility for a potential refund for unused services will be determined based on the ticket conditions set by the airline. The client will be refunded the difference between the refunded amount and any remaining unpaid balance(s) for the order.

If the client fails to pay the balance amount on time, Flipo reserves the right to cancel the ordered services without compensation. In such a case, the deposit along with any partial payments made are non-refundable, and the client is not entitled to a refund of the amounts already paid for the order.

A condition for using the Flexi Payment option is that the person who created the order including the Flexi Payment service (the ticket purchaser) is also one of the travelers. If the purchaser is not one of the travelers, Flipo reserves the right to cancel the Flexi Payment service, as well as the tickets and all ordered products and services, without compensation.

4. After the reservation is processed successfully at [www.flipo.de](http://www.flipo.de), a "Thank you" window will be open and here, the client will see the reservation code and the flight information. The client will automatically receive an email with Reservation confirmation and Proforma invoice where the client can see all the important information necessary for payment. The period of the validity of the reservation is given by the reservation system based on the conditions of airline applicable to a particular tariff. Only payments credited to Flipo bank accounts within the due date specified in the Payment documentation, for the relevant form of payment (chosen by the client), will be processed. However, the airline may shorten the due date. In such case Flipo informs the client about the new shortened due date. If the client wants to pay for the reservation on a different day than the date of the booking, we recommend them to check the current price of the flight ticket with our Client Service Center before processing the payment. If the client fails to pay the total price by the due date stated in the Payment documentation, the reservation will be automatically canceled by the system without any claim for the damages that would arise. Flipo reserves the right to refuse to issue a flight ticket if the ticket cannot be issued due to a system error seeing

that this error can be caused by a temporary or a permanent technical failure which causes a display of non-existent flights, sold out flights shown as available or showing a price that is apparently too low, etc. If the ticket cannot be issued for the reasons stated above, Flipo will inform the client as soon as possible and offer the client an alternative solution that suits the client the best and meets the client's transportation requirements. If the client does not agree to any of the offered options, Flipo will immediately return to the client the full payment received in the same way as the client used for the payment.

In special cases, during placing an online booking, the reservation system technical failure may occur or the client fails to finish the reservation process (the client exceeds the limit for an online payment and the reservation session expires) or during the reservation process the flight tickets, at the particular price, are sold out or there is a reasonable suspicion of a misuse of credit card which the client uses for the payment, the airline carrier substantially shortens the due date etc., the chosen flight tickets and services related to them may not be booked /issued by Flipo. If this happens, Flipo informs the client about the situation as soon as possible and offers solutions. If any of the offered alternatives (solutions) do not suit the client and the client has already paid the reservation, Flipo will immediately return to the client the full payment received in the same way as the client used for the payment. The client is not entitled to compensation for any damages resulting from the reservation process failure/issuance of flight ticket failure due to these unusual circumstances.

5. It is essential that all the information is true and correct. This information serves to identify the client and their reservation in further communication. If an airline requires additional information to issue the ticket (passport number, ID number, miles and more card number, ID copy, passport copy, credit card number) the client will be informed about this by phone or via email to the email address the client provided. If the client does not provide such documents on time, Flipo reserves the right to not to deliver the service/ product without any claim for damages that would have arisen to the client in the event of not delivering the service/product to the client. By providing the information and by completing the reservation process, the client agrees with the processing of personal data in order to issue the flight ticket. If the client presents false or incomplete information, Flipo reserves the right to immediately cancel the reservation or to modify the price or to receive compensation to the full amount for any damages caused by presenting false information. In this case, Flipo is not responsible for any damages incurred to the client.

6. Reservations can be updated, changed or cancelled prior to payment. Once the ticket is issued, all changes are subject to the cancellation policy of a particular ticket tariff. The client has to check the information about the policy prior to payment and issuance of the flight ticket. The conditions for flight tickets are provided directly by an airline and exclusively in English (with the exception of some low-cost airline companies). It is not possible to send these in other languages. If the client does not understand the conditions or these are not displayed to



the client, we recommend that the client contacts our Customer Service before paying for the ticket.

We recommend that the client reads the terms and conditions in full and focuses on the following in particular:

Booking and issuing of flight tickets – information on the period in which the reservation is valid and on the date of issuing the ticket

Minimum stay – the minimum time to spend in the destination to meet the condition

Maximum stay – the maximum stay that cannot be exceeded when staying in a country (including a change of the date) in order to keep the conditions unchanged.

Travel restrictions – especially in the event of a change in the ticket. When the conditions of a given price are or are not in force.

Fines – information on the options and fees for a change and a cancellation.

The conditions for a change and a cancellation are set separately for each flight ticket and cannot be influenced by Flipo. If the client requests Flipo to do the changes, Flipo will charge a fee according to the current fee rates in T&C (section E). The client can also request a change of the ticket directly with the carrier. If the client is abroad and is interested in changing the return flight, the client can do so by contacting the nearest branch of the airline. If the client requests Flipo to make the changes of a flight you are required to pay all the fees related to this change to Flipo no later than the due date stated on the Payment documentation.

If the client purchased insurance with their plane ticket and they want to edit it according to the new flight dates, it is necessary to contact our Customer Service Center and request the change of the Insurance contract. The updated Insurance contract will not be eligible to claim for damages that arose from the event which caused a change of their flight dates. If the current length of their stay in the destination they are flying to exceeds the length of their original stay, they will most probably need to pay the difference in price of the insurance. If they do not want to make changes, the insurance will not be valid for the new, changed days and flights that were not originally insured.

If the cancellation is made no later than 48 hours prior to the scheduled departure, it is possible to proceed with the process in accordance with the official cancellation policy of an airline. If the client requests a cancellation less than 24 hours prior to the departure or after missing the flight (so-called, no show), normally, the client can only ask for a refund of the airport charges. It is the right of the airline to decide whether (or not) to accept the request for the refund. If the client wants to cancel a flight ticket of a low-cost airline, you need to contact the airline directly and following the terms and conditions of the said airline.

Cancellations can only be made during office hours of Flipo, based on the completed and signed cancellation form delivered to Flipo Customer Service on time. When cancelling the already issued tickets, in addition to the non-refundable airfare fee, Flipo will charge the client an administrative fee for each ticket according to the current fee rates in T&C (section E). This fee will be charged even if the ticket is non-refundable and the airline returns the airport charges.

If the client cancels the flight ticket for flights that have been changed or cancelled by the aircraft carrier and this change does not suit the client but, at the same time, the airline offers the client a full refund as one of the options, Flipo will not charge the administrative fee for the flight ticket cancellation. These fees are charged along with the fees set by the airline.

Any changes to already issued flight tickets or cancellations of the flight tickets already issued may be requested only by the person whose name is on them and it can be done only on behalf of themselves. If the cancellation is requested on behalf of other travel companions or the cancellation is requested by a person other than the one mentioned in the previous sentence, this person must confirm in writing that they are entitled to make such changes or cancellations of the issued flight tickets on behalf of all mentioned persons for whom the change or cancellation is requested. This is possible if the person requesting the change or cancellation on behalf of the travel companions, is their legal representative or is a person authorized to cancel or make changes to the flight ticket issued by these persons or the person has the right to cancel or make changes to the flight ticket on the basis of legal regulations or other legislation.

If Flipo has reasonable grounds for suspecting or becomes aware of the fact that the person referred to in the previous paragraph is requesting cancellation or changes of the flight ticket and does not have the documents which would authorize this person to act on behalf of the person concerned, Flipo has the right to refuse to cancel or to make such changes of the ticket of the person concerned. In this case, the person requesting the cancellation or changes of the flight ticket is obliged to provide additional documents and information that would prove that the said person is authorized to make such changes.

If the ticket was a paper flight ticket, the original of the ticket must be delivered along with the cancellation form. If the original of the paper flight ticket is not provided, the client is not entitled to any kind of a refund.

If the reason for cancelling the flight ticket is a serious one (death in the family, serious health condition, hospitalization), Flipo recommends that the client provides also the evidence of the situation given as the reason for the cancellation (original of the death certificate, medical report in English, etc.) together with the cancellation form. These documents, together with their cancellation form will be sent to the airline which can assess the case individually and refund the client beyond the official terms and conditions. Flipo cannot guarantee the individual (special)

procedure in the given cases nor the refund in the increased amount. If the client does not provide the documents mentioned above, Flipo does not guarantee that the airline will be asked for an individual assessment.

After receiving all the required documents (cancellation form, paper flight ticket original and, when applicable: a medical report in English, death certificate), Flipo and the airline will start the administrative processing of the request. After the request is processed by the airline, a refund will be sent to Flipo or the money will be credited back to a credit card (if the flight ticket was paid this way). A credit note will be sent to the client. The time it takes to return the money depends on the actions of the third party, or more precisely, on the carrier, or let us say, the supplier. Normally, this process takes approximately 2 months. If the client requests an individual assessment for serious reasons and provides the all the necessary document, the cancellation may take several months.

If a client cancels a ticket that has been paid using a credit card, the client does not provide the credit card details on the cancellation form. Depending on the reason of cancellation, Flipo charges a cancellation fee based on the current fee rates stated in T&C (section E). The cancellation fee will be deducted from the amount refunded by the carrier and reimbursed to the client's card.

If the client requests to cancel the flight ticket on the day when the ticket is being issued and files the cancellation form on the same day during Flipo office hours, in addition to the ticket issue fee (which is non-refundable), the administrative fee will be charged per person in accordance with current fee rates stated in T&C (section E).

Subsequently, the sum in question can be used to buy a new ticket or this money can be sent back to the client's account, the processing fee following the current fee rates stated in T&C (section E) will be deducted. The client agrees with Flipo procedures in question.

Reservation for an individual; it is not possible to change the passenger's name under any circumstances. It is only possible to create a new reservation using the current price offer conditions and the current available flights. A flight ticket issued in the name of a client who cannot travel can only be cancelled. The cancellation is subject to the conditions set by the airline for a particular tariff. Exceptions to this are low-cost airlines which generally allow changes of a name for a fee.

7. For a particular flight, the clients have the option to make a seat reservation themselves. But not all airlines allow this automatically. If an airline allows a seat reservation before a flight, it is not applicable to all flights and tariffs. If it is possible to reserve a seat and the reservation is successful, after the reservation process is complete, the client can check the seat reservation at <https://www.viewtrip.com/en-US/ViewTrip.asp>. To check the reservation, enter your reservation code into the box "Reservation number" and your surname (or more precisely, the surname of the passenger) into the box "Surname." If it is not possible to make the seat reservation online or by phone via our Customer Service, the client can do so only during check-in.

8. The client can also ask for a special meal. Not all airlines offer all meals offered by Flipo's reservation web portal or the web portal of the business partner providing Flipo services. The meal the client chooses will be requested, and if the airline serves this meal on board, the client's booking for this service will be confirmed to the client. If the airline does not serve the type of meal the client requested, the request will not be confirmed, and the client should contact Customer Service. After the reservation process is completed, the client can check if the meal request was confirmed or not, in the latter case, the client will be informed about the reason why the request was not confirmed. The client can check the above mentioned here: [www.viewtrip.com](http://www.viewtrip.com). To check the reservation, enter your reservation code into the box "Reservation number" and your surname (or more precisely, the surname of the passenger), without diacritics, into the box "Surname." The information about whether the meal request was confirmed or not will be available on this page within 24 hours after making the reservation.

9. Flipo cannot guarantee confirmation of extra services, such as animal transport, sports equipment, musical instrument, reserved seat, special meal, etc., . The client commits themselves to provide all the documents requested by the airline to confirm the service. If an extra service has a direct effect on the client's departure, Flipo recommends that the client pays the services after the airline has confirmed that these are going to be delivered. Flipo cannot guarantee the price of the extra services or their confirmation at the time of making the reservation. We recommend that the client makes sure they have sufficient time to request, pay and get confirmation for the extra service, and also provide all the information (service specifications, send completed information related to the service, paying the fee for the extra service, etc.) at least 72 hours before the service is delivered. If the client pays for the service and this service is not provided, then cancellation is governed by the airline's official terms and conditions applicable to the particular tariff. Pelikán warns its clients that if their ticket includes destination Botswana, Cameroon, Mozambique, Namibia, Tanzania, South Africa, Zambia or Zimbabwe, the company does not provide a special service to transport any weapons.

10. All extra services requested and purchased with an airline, such as animal transportation, seat reservation, transportation of a musical instrument or sports gear, extra baggage, etc., are (if you wish to change or cancel the ticket covering those items) governed by the general service conditions of that particular air carrier. In this case, Flipo assists the client by handling the change/cancellation of the flight ticket. This process includes managing the impact of such changes on the delivery of the extra service. However, Flipo cannot guarantee that such services are transferred to a different flight, nor does Flipo guarantee a refund of extra services if the carrier does not deliver these because of a change/cancellation by the air carrier. Flipo is not responsible for any possible damages caused by not delivering the extra service by the airline when changing/ cancelling the flight ticket.

11. Flight cancellation and timetable change: An airline has the right to amend the flight timetable. Flipo has no influence on such changes in any way. Flipo is not responsible for any possible damages caused to clients by any changes to reservations.

Flipo can inform the client about a cancellation or a change of a flight schedule either via e-mail, by phone or by text message (SMS), provided the client has listed the mobile phone number as the telephone contact. Text (SMS) notification; please note, it is not possible to reply to these text messages (SMS). Flipo will not receive your message. The client can contact Flipo via e-mail or by phone using the contact email addresses and numbers listed on [www.flipo.de](http://www.flipo.de). These contact details are in the tab "Contacts." Flipo does not need to be informed of any changes to the airline flight schedule that affects a client's ticket, and therefore, Flipo is not responsible for the timing and accuracy of the information. Flipo cannot influence these changes in any way, and therefore, Flipo is not liable for any damages caused by such changes. The airline is fully responsible for said issues.

We recommend that the client checks the departure time displayed on the flight ticket directly with the airline or calls the number of our Customer Service: +49 8989 657 998 during office hours. Please check the departure time 6-24 hours prior to each scheduled departure if the airline has changed or cancelled any flights.

Outside office hours of our Customer Service, we recommend that clients check the flights directly with the airline. The client can also check the reservations and the flight tickets, with the exception of tickets issued by low-cost airlines, on our web: <https://www.flipo.de/en/bestellverwaltung>. To check the reservation, the client enters their reservation code and their surname, or more precisely, the surname of the passenger (without diacritics).

12. By providing the data and by completing the reservation, the client declares that they have read the general commercial terms and conditions and they understand them and fully agree with them.

### III. **General Terms and Conditions for selling low-cost airline flight tickets**

#### **I. Definitions**

**1. FLIGHT TICKET** – is a contract between a client and an airline for securing the carriage of a passenger and their luggage and, if applicable, delivering other services related to this carriage according to the data on the ticket. By paying for the ticket, the client automatically and voluntarily agrees with this contract and its terms and conditions, with the terms of the tariff for which the ticket was booked, hence with the conditions for cancellation and possible changes to the ticket. The contract is concluded only after the ticket is issued/purchased from the

airline. The client is informed about this via e-mail. The current terms and conditions of such a contract are available on the airline's website. In relation to this, Flipo acts only as a payment intermediary on behalf of the passenger when arranging the transportation of the passenger and their baggage where the client pays the total sum for the flight ticket which is then transferred by Flipo to the airline whose services the client has chosen. Flipo is not responsible for any possible damage caused to the client due to non-delivery of the carrier service caused by the airline or a third party. The airline is fully responsible for such damages.

**2. ELECTRONIC FLIGHT TICKET** - is information in the airline electronic system in which all flight details are safely stored. Clients do not have to have the electronic flight ticket with them at the check-in at the airport. However, Flipo advises clients to have a confirmation of their electronic flight ticket with them, especially when a client travels to a country with a visa requirement, or where the length of the visa-free stay is limited to a particular period. The confirmation of the electronic ticket purchase will be sent to the client either by Flipo or directly by the air carrier.

**3. LOW-COST AIRLINE** – an airline which offers lower passenger comfort than conventional air carriers but also, at the same time, provides lower prices. Such an airline is also called "low-cost carrier" or a low cost. The basic price of the low-cost flight ticket usually does not include services such as checked luggage, airport check-in, meals and drinks on board, etc. Usually, it only provides transport from point A to point B and does not offer transfer flights where there is an automatic transfer of a passenger's luggage from the first flight to a connecting flight. The ticket reservation is usually not allowed and passengers need to pay for the ticket immediately when making a booking. Until the ticket is issued/purchased by Flipo representative, prices are not guaranteed. Low-cost airlines are Ryanair, Wizzair, Easyjet, Vueling, Norwegian, Transavia and many others.

**4. CHECK-IN** - mandatory passenger check-in for the journey or part thereof operated by air carriers according to data in the airline ticket. To check-in, air carriers require valid and up-to-date data from the travel document used by the passenger. According to the legislation of the final destination country to which the passenger is travelling, data is required from an identity card or passport. Check-in can be made electronically or at the relevant airport. A boarding pass will be issued as a result.

**5. ONLINE CHECK-IN** – an electronic form of a registration of a passenger for the journey or a part of the journey. This registration is made prior to departure. The time by which this registration needs to be completed is given by the airline. The online check-in (registration) is usually done online using the website of the airline which operates the flight that passenger registers for. Online check-in made by a passenger is typically free of charge. The result of this registration is a boarding pass (or multiple boarding passes) that must be printed out, and a passenger must have it with them prior to departure.

**6. AIRPORT CHECK-IN** – is the registration of a passenger for a journey or a part of the journey made at an airport a few hours prior to departure. This registration follows the rules of an airline and is done by the airline at the check-in desk by the airline's employee or another person authorized by the airline. In some cases, this registration can be made by using a machine located at the designated departure terminal area. Low-cost airlines usually charge for the airport check-in. The fee may vary and might be up to € 70 /person/flight depending on the airline. Airport check-in is free of charge for some flights. The conditions are set by the low-cost airline.

**7. BOARDING PASS** – a printed document (printed by a passenger) or given to a passenger at AIRPORT CHECK-IN at the airport. Passengers must have this document with them when departing. A passenger receives this document after registration for the flight. Without a boarding pass, the passenger will be denied boarding, and the airline will not provide transportation service under an air transport contract. An airline may authorize boarding if the passenger shows a valid boarding pass on their mobile device. The boarding pass usually shows the Gate opening time and the latest time when passengers can board the plane (Gate closing time). Irrespective of a passenger's visa requirements, all non EU/EEA citizens must have their travel documents checked and stamped at the Visa/Document Check Desk before going through airport security. Non EU/EEA passengers must do this in order to ensure compliance with immigration authorities.

**8. FLIGHT TICKET PRICE** – the price of selected air carriage services. The price usually consists of the airfare, airport fees and a service fee charged by Flipo. Paying for the ticket is mandatory, and it is a condition for issuing the flight ticket. The ticket price is paid to Pelkán, that transfers this amount to airline carrier (after deducting Flipo service fee).

**9. AIRPORT FEES** – fees levied by a city, a state or a country relating to processing the passenger's departure, flight change or arrival to a final destination. Usually, this fee is included in the airfare (or ticket price). However, in some cases, certain airport fees are paid in local currency in cash and directly at the airport prior to a return departure. Such fees are not included in the ticket price when purchased from Flipo (especially in the case of flights to some Asian, African and South American countries).

**10. FLIPO SERVICE FEE** – This represents the fee for facilitating the client's ticket purchase. It also includes Pelikán's expenses, such as technology and administration costs related to the ticket purchase facilitation.

**11. GROUP BOOKING** - booking with a minimum number of 10 passengers. Due to the higher number of passengers, it is necessary to check the real availability of flight tickets for this type of tickets. Group flight ticket distribution may affect the price and availability of tickets. If you decide to purchase tickets in a split group, you need to create another order only after you have received the booking code of the previous one. As the actual availability of tickets for all passengers is not

checked, we cannot guarantee that the price will be the same in the next booking. If the price/availability changes for a second booking at the same time, it may not be possible to cancel the first booking.

## **12. Additional passenger information - APIS** (Advance Passenger Information System)

Based on the national legislation of the countries of the final destination, some airlines require additional passenger information. This information has to be added to each passenger's reservation prior to departure. The requirements mentioned above may apply to flights to the USA, Canada, the UK, Qatar, the Russian Federation, etc. The required additional data are a passport number (or ID card, if applicable), passenger's nationality, date of birth, the country of issue and the expiration date of the travel documents. A passenger must provide this information to the airline prior to departure. To ensure easy boarding, travelling and arriving in countries, the information must be accurate and correct. Passengers are responsible for the accuracy of this information.

The passenger's information must be provided to the airline or Flipo. If Flipo receives this information, Flipo will forward this information to the airline immediately after the ticket having been purchased by a client. This information needs to be entered into the "Manage my Booking" section of flipo.de at least 3 days prior to departure. If the ticket is purchased less than 3 days prior to departure, the client is required to enter these details immediately after receiving the ticket by e-mail to [info@flipo.de](mailto:info@flipo.de). If this information is required to enter the country of the passenger's final destination and if the passenger does not provide the information, check-in will not be possible. We recommend that passengers enter this information into their reservations as soon as possible, prior to departure.

## **II. Conditions and method of booking low-cost airline flight tickets**

1. Flipo operates online information system on the web portal [www.flipo.de](http://www.flipo.de) or the web portal of a business partner offering Flipo services. Through these portals, a client can search for current flight connections according to the requirements specified in the booking form (requirements such as the departure city/country the clients want to fly from, the date of departure, the return departure place, the date of departure on the way back, etc.) and also purchase a ticket for the flights that meet their requirements. It is also possible to book or buy low-cost flight tickets.

2. The client can view current offers and availability of flight connections as well as the price of flight tickets 24 hours a day using online information system. In case of technical issues or outage of the system or the system of the airline to which Flipo's information is connected; the display of available flight connections may be temporarily or entirely



unavailable. If this happens, Flipo is not responsible for damages to the client that arise from the system failure and by the fact that it was not possible to search for, book or purchase flight tickets.

3. If a client is interested in a non-binding flight offer, they can contact our Customer Service Agent via the contact form (to be found in Contacts tab) or the client can contact the Customer Service via email or by phone calling to one of our Customer Service lines. When the client agrees with the non-binding offer which is considered as a so-called offline flight ticket booking, the Customer Service Agent will send a proforma invoice for the selected products to the client.

4. Flipo enables clients to pay for low-cost flight tickets which were booked via an offline booking. In this case, however, Flipo does not guarantee the non-binding offer/offline booking price of the selected flight tickets and services related to these tickets or the availability of the selected flight tickets on the particular route as there is a chance of a change in availability of free seats on the selected flights. Hence, the client is aware of this increased risk of choosing an offline booking and agrees with this choice. If after the payment of the offline booking, the selected flight tickets are available at the price paid by the client, Flipo will send the flight tickets to the client via e-mail (to the email address the client indicated in the offline booking). If there is a change in price or availability of the services, the tickets the client selected may not be issued by Flipo. In this case Flipo will contact the client during Flipo's office hours and inform the client about the situation and offer alternatives/possible solutions. If any of the offered alternatives is not suitable to the client, Flipo will immediately return to the client the full payment received in the same way as the client used for the payment. The client is not entitled to claim for damages incurred in connection with non-issuance of the tickets due to the aforementioned reasons.

5. Before paying for the tickets and other services related to them, the client must always check if the provided information is correct and complete. The client must do so in the case of both, online and offline bookings. We recommend that the client checks the following in particular:

- 1) the name and surname in the format indicated in the valid travel document which will be used for travelling and the gender of all passengers
- 2) the place of the departure and return flight as well as possible connecting flight places
- 3) date of departure and return flight
- 4) time of flights including the times of connecting flights (the departure or arrival time is always the local time of the country of departure/arrival)
- 5) selected low-cost airline
- 6) telephone and e-mail contact of a selected passenger

7) the date of birth of all passengers, if applicable

8) other information related to, e.g., luggage included in the ticket for individual passengers, etc.

9) other services included in the ticket, e.g., travel insurance, etc.

10) information indicated on a valid travel document, if it is required for a successful reservation or purchase of a ticket

6. It is essential that all the personal information is correct and true. This information serves to identify the client and their reservation in further communication. If there are any discrepancies, the client is required to contact Flipo, in writing by e-mail or by phone. Possible discrepancies /errors are for example: incorrect name and surname or gender, name mistaken for a surname and vice versa or wrong academic title (degree). If the airline requires additional documents or information (passport number, national ID card, miles and more card, a copy of national ID card, copy of passport, credit card number), the client will be informed about this fact by phone or in writing to the email address the client provided. By completing the information entry and the booking, the client is informed about the processing of the personal data provided for issuing the ticket and the services related to the ticket. If the client provides false or incomplete information, Flipo reserves the right to full compensation for any damages caused by the client's fault in providing the false information. In this case, Flipo is not responsible for damages that might incur as a result of providing false or incomplete data.

7. If the client decides to buy selected low-cost flight tickets and the services included, the client will choose one of the available payment methods and pay for the selected tickets and services at the full price.

8. Low-cost airlines do not usually allow ticket reservation. Therefore, the condition for a successful purchase of the ticket is the immediate payment of the full ticket price. The payment is the last step of a successful online booking.

9. When the payment is successfully credited to Flipo's account on time and immediately after placing the booking, the tickets and services included in the tickets will be issued/purchased after verifying their availability with the supplier. When this process is completed, and tickets are issued/purchased, the tickets will be sent to the client by email to the address given in the booking. The tickets are sent no later than 14 days before the scheduled departure.

10. In the event of technical issues or outage that occurred when placing the online booking on the website of a low-cost airline, or the client fails to complete the payment for the online booking (as the period for online payments is limited) or if during the time of placing the booking for the selected tickets these tickets are sold out at the selected price, or there is a reasonable suspicion that the card used for the payment is misused, etc., the tickets and the services related to those tickets may not be issued/purchased by Flipo. If this happens, Flipo will contact the client as

soon as possible and inform them about the situation and offer them possible solutions and alternatives. If none of the alternatives is suitable to the client, Flipo will refund the full amount paid for the tickets. This amount will be credited back to client's account from which the client paid for the tickets. The client is not entitled to compensation for damages incurred in connection with non-issuance of the tickets due to the above mentioned circumstances.

### **III. Changes, cancellation, and refund of low-cost flight tickets**

1. When a flight ticket is issued, all changes pertaining to a low-cost flight ticket and a cancellation of such ticket are subject to the tariff conditions set by the low-cost airline for a particular ticket. The client is obliged to get acquainted with these conditions before the tickets are purchased and issued. The terms and conditions are also available when placing an online ticket booking.

2. Although there are some exceptions to this, usually the conditions for a flight ticket are provided directly by a low-cost airline and in English only. The terms and conditions are usually not available in other languages. If the client does not understand the language in which these are written, or the terms and conditions are not displayed, we advise our client to contact our Customer Service before purchasing the ticket.

3. The conditions for a change or a cancellation are set for each ticket separately, and Flipo cannot influence them in any way. The low-cost flight tickets are, in principle, not refundable.

4. If a client wants to make changes or to cancel already issued low-cost flight ticket, the low-cost airline whose ticket the client purchased can normally manage that or Flipo can do so, depending on what option the client chooses. If the client has any doubt or is unsure about something, the client can contact Flipo's Customer Service. Our agents will verify change and cancellations options.

5. If the change or cancellation of the issued ticket is to be ensured by Flipo and concerns only one passenger, only the passenger in question may apply for such a change or cancellation. If the change or cancellation is requested by another person or the change or cancellation affects a number of persons on an airline ticket, any change to tickets already issued or cancellation of tickets already issued to the persons concerned may only be requested by the person authorized to make the change or cancellation due to the fact that he / she is the legal representative of the persons concerned or is empowered to make such a change or cancellation of a ticket issued, or the right to make a change or cancellation of the issued ticket is the result of the labour regulations, or other legislation. If Flipo suspects or becomes aware of the fact that said authorization to make a change or cancellation of the issued ticket from any person concerned, who is legally entitled to use the ticket and

associated services of a low-cost air carrier, has not been granted to him /her, Flipo has the right to refuse to carry out this change or cancellation of the issued ticket.

6. Flipo will charge an administrative fee for changes and cancellations of tickets made upon a client's request. The administrative fee is charged according to the current fee rates in T&C (section E).

7. The Flipo service fee is not refundable when a client requests a ticket cancellation, and it is not refundable even in the case that the low-cost airline cancels or changes the flights.

8. If a client requests a change of low-cost flight tickets or the client requests a new flight less than 48 hours before the flight and in the event that Flipo can provide such changes, Flipo will charge a fee associated with such a change. It is essential that this fee is credited to Flipo's account no later than on the due date specified in the payment instructions sent by email. If the client fails to pay the fees on time, the change may not be made by Flipo. In this case, the client may only apply to the low-cost air carrier operating the flight for a change - if the client is not certain that the payment of the charges associated with the Flipo change was credited on time, they should request such information from Flipo. The Client is not entitled to compensation for damages incurred in connection with the non-observance of the due date for making a change in flight tickets.

9. If Flipo is able to cancel the flight tickets of low-cost airlines and such cancellation is requested on the basis of a properly filled-in and signed cancellation form and delivered in a timely manner via e-mail at [info@flipo.de](mailto:info@flipo.de) or in writing to Pribinova 17954/10, 811 09 Bratislava, Slovenská republika, cancellation will be made according to the conditions of the cancelled flight ticket.

10. If Flipo is able to cancel the flight tickets for low-cost airlines and the reason for cancellation is a serious reason (e.g. the death of the passenger or of a close relative), Flipo recommends that the client also delivers the documents mentioned in the cancelled form (officially a certified copy of the death certificate, a medical report in English, etc.) together with the cancellation form. These, along with the cancellation request, will be sent to the low-cost airline who can judge the case individually and refund the client beyond the official conditions. Flipo is not responsible for the individual procedure in the given cases and the refund of the increased amount. If the client does not provide the required documents, Flipo does not guarantee that the airline will be asked for an individual assessment of the cancellation.

11. After receipt of the complete documentation for the cancellation of the ticket (cancellation of the form or medical report in English, the death certificate, etc.), administrative processing will take place within Flipo and the low-cost air carrier. The low-cost airline usually refunds the refunded amount to Flipo. The client will be sent a credit note via e-mail. The full refund is conditional upon the carrier's processing, generally lasting approximately 2 months. If the client requests an individual

judgment for serious reasons and provides the necessary documentation, the cancellation may take several months. Flipo does not have the opportunity to influence the length of this process in a significant way.

12. In the event that the client cancels a flight ticket which has been paid for with a credit card, the cancellation of the ticket will be processed only after payment of the relevant cancellation fee by the client of Flipo according to the Price list of the General Commercial Terms & Conditions.

13. A low-cost air carrier is entitled to make adjustments to its timetable on the basis of the transport conditions with which the client was required to acquaint themselves before payment and issue of the ticket, however, the low-cost air carrier is obliged to inform passengers of such changes in a timely manner. In the event that a low-cost airline decides to change its flight plan and this results in a change in the ticket purchased by the client, the client is informed either directly by the carrier or by Flipo and the alternatives are offered to them. Flipo might not be informed of all changes to the low-cost airline's timetable that impact on specific tickets and is not responsible for the timeliness and accuracy of the information in these cases. Flipo cannot influence these changes in any way and is not responsible for any damages caused to the client caused by such changes in purchased flight tickets. The low-cost air carrier is fully responsible. Information on the Common Rules of the Compensation Scheme and assistance to passengers in the event of denied boarding, in the event of cancellation or long delays established by the European Parliament and the Council of the European Union can be obtained on 00 800 67891011 or in several languages here:

[https://ec.europa.eu/transport/themes/passengers/air\\_en](https://ec.europa.eu/transport/themes/passengers/air_en)

#### **IV Other optional flight ticket services for low cost airline carriers**

1. Optional services are additional services related to flights offered by selected low-cost air carriers and / or any other third party, checked luggage, choice of preferred seat, priority boarding, assistance for immobile passengers, transportation of sports equipment, etc. The fee for providing optional services is not included in the ticket price. Flipo cannot guarantee the provision of these services and is not required to provide provision of such. However, upon individual agreement, it is possible to provide assistance for the provision of these services for a fee which will be individually calculated for the client, depending on the service in question, the low-cost airline, flight dates, destinations, etc. The Client shall be required to supply all supporting documents requested by the low-cost air carrier in their own interest in securing an optional service.

2. Low-cost air carriers generally do not allow the client to request a special type of food in advance, as the airfare and / or beverages are not included in the airfare and can only be purchased by the carrier directly on board a particular flight.

3. Low-cost air carriers do not, in principle, transport animals, with the exception of assistance dogs and other animals specified by specific carriers in their transport conditions.

4. We recommend the client to check the departure times of their issued flight ticket directly at the low-cost airline or by telephone on +49 8989 657 998 during the opening hours of the Customer service, and that 3 days prior to each scheduled departure in case the carrier changes or cancels the flights. Outside of the Customer service opening hours, it is possible to verify flights directly with a particular carrier.

#### **IV. General Terms and Conditions for the Sale of Combined Tickets**

1. Combined Tickets - a set of several separate tickets (further defined in Part A of the General Terms and Conditions for the Sale of Flight Tickets, Article I Definitions), which is not labelled as "Multicity Tickets" and which constitutes a single journey, wherein the client concludes individual transportation contracts with each of the airline companies listed on the tickets separately. Each transportation contract contained in the Combined Tickets is governed by its own tariff and contractual terms and conditions of the individual airlines whose flights these tickets include. They may include both flights of low-cost air carriers as well as others, the so-called classic air carriers, or a combination thereof. Combined tickets are created using unique technology combining flights that conventional airlines do not offer.

2. This Part of the GBT&C represents a special regulation of the terms and conditions for ordering, sale of Combined Tickets, rights and obligations of passengers who bought these tickets, after-sales service of Flipo, changes and cancellation. In the cases, which are not regulated by these Tariff Terms and Conditions, the other Sections of the General Business Terms and Conditions, in particular their provisions concerning freight tickets (e.g. Part A, Part E, Part F, etc.) shall apply, mutatis mutandis, given the specificities of these tickets.

3. The Client acknowledges that, for the contractual relationship between them and the particular carrier providing an individual flight which is contained in these tickets, the specific contractual terms and conditions of the particular carrier will apply. It is the responsibility of the passenger to become acquainted with them before a transportation contract is concluded between them and the particular carrier – Flipo will provide them with those terms and conditions. In the event that these tickets contain flights operated by several carriers, the passenger is obliged to consult the conditions of all carriers whose flights contain tickets.

4. Combination Tickets can be searched online through a search engine on the Flipo.at portal through a standard search engine on the homepage and calendars in the section Cheap Flight Tickets. It is not possible to guarantee the offer of Combined Tickets for each airline connection chosen by the client. The client can only choose from the offer of

currently available Combined Tickets. On the basis of the order and payment of the price of these tickets, the client asks Flipo to mediate the conclusion of a transportation contract between the passengers specified in the order and the selected airlines. Each individual transportation contract is only concluded after the acceptance of the offer for its conclusion by the particular airline. Given the nature of these freight tickets and the combination of flights of several airlines not linked to each other in the reservation systems, Flipo reserves the right to change or cancel the general offer of these tickets in the event of a change of the offer on the part of an airline. In addition, Flipo does not guarantee the acceptance of an offer to conclude a transportation contract by airlines. In such cases, Flipo shall inform the client and try to offer alternative options. If the client has paid the price of those tickets and none of the alternative options offered is suitable for them, Flipo will reimburse the funds to the client which they paid and the purchase of Combined tickets will not be completed.

5. After the successful conclusion of all transportation contracts, covered by the Combined Tickets, the reservation numbers of individual tickets will be generated for the client, under which they will be recorded by both air carriers and Flipo. The client will receive these reservation numbers at their email address as part of the tax document and e-ticket, along with other documents.

6. To Combined Tickets, the client has the option to choose the Premium Assistance Service including the following additional services related to the air transportation ordered:

a) Prolonged Customer Service contact time using the Call button (for more details, see Part D, Art. IX. paragraph 1, sub-paragraph (a));

b) 100% discount on the Flipo service fee for online check-in, if it is allowed on the given flight by the airline company (for more details, see Part D, Art. IX. paragraph 1, sub-paragraph (c)).

7. If the client has ordered the Combined Tickets, the additional service called Premium Assistance Services, they are obliged to send to Flipo the so-called APIS data (see definition in Part A, Art. I, point 11 of these GBT&C) for each passenger on these tickets at least 3 days prior to departure. In the event that the tickets are purchased less than 3 days prior to departure, the client is obliged to send this information to Flipo immediately after receiving the reservation numbers of individual tickets by e-mail. In the case of air tickets for which the airport check-in would be subject to a charge, Flipo will send boarding passes to the client by e-mail so that the client can print them out for all passengers at least 12 hours before each departure and show them at the airport. If the airline does not charge airport check-in for particular tickets, Flipo will send electronic tickets to the client within the same time period; however, they are not boarding passes and the passengers shall check-in for the relevant flights at the airport. The Client is obliged to send the APIS data to Flipo even if the Combined Tickets contain a flight other than a low-cost carrier flight. If the client fails to send the complete and correct APIS data of all the passengers to Flipo in time, it will not only be impossible

for Flipo to carry out an online check-in on their behalf, which may involve charging airport check-in, but also runs the risk that passengers will be denied boarding without providing a replacement flight or refund and, in addition, will cancel part or all of the rest of the flights covered by the tickets, without entitlement to claim a refund of unused flights or compensation for damage.

8. Since all Combined Tickets are made up of several separate transportation contracts with different airlines and different content, in the case of an interest in a change or cancellation of particular flights, each contract is governed by its terms and conditions, depending on the airline and the terms and conditions of its tariff class. In case of doubt, the client can contact Flipo which will then verify the feasibility of the change requested by the client (flight time/flight date/destination/name or surname of the passenger/class, etc.) along with the amount of the fee for the change requested. In the case of a change of airline tickets on the basis of a client's request, Flipo will charge a fee according to the Tariff of Fees stated in Part G of these GBT&C. The client may also contact Flipo if they wish to cancel some or all of the flights, and Flipo will verify the amount of the refund in the case of flight cancellation, according to the terms and conditions of the airlines. In the case of cancellations of airline tickets on the basis of a client's request, Flipo will charge a fee according to the Tariff of Fees stated in Part G of these GBT&C. In the event of cancellation/change of any of the flights covered by the Combined Tickets, Flipo will endeavour to provide the client with a suitable alternative option of transportation. If the client does not agree with it and wants to cancel the remaining ticket(s) because the Combined Tickets consist of several separate transportation contracts, the remainder of the journey will only be refunded according to the terms and conditions of the individual air carriers operating the remaining flights, even if the cancellation/change was made due to the reason on the part of an air carrier.

9. The dimensions, weight and number of items and the type of baggage covered by the individual transportation contracts that make up the Combined Tickets may vary, and the Client is obliged to respect the terms and conditions of each airline, including charges for exceeding the weight/size/number of items or type of baggage. When ordering and upon completion of the order, Pelican always states the strictest conditions for the transportation of baggage, valid for any of the flights covered by the tickets selected by the client. Each air carrier that operates flights covered by these tickets may charge fees for additional services that are not included in the price of the transportation contract paid by the client, in addition to luggage, e.g. selection of preferred seating, refreshment, etc. These services are complementary and optional and, therefore, do not form part of the basic price paid by the passenger for the tickets. It is not guaranteed that each airline permits the provision of the required additional service at the passenger's request. We recommend requesting the addition of these services well in advance, at least 72 hours before departure of the flight, to which the client wishes to add an optional service. If the client requests an optional service later, their request might not be processed in time by Flipo and they will only be able to request the service at the airport prior to



departure, where they will be obliged to pay for it if it is accepted by the airline concerned. The passenger acknowledges that the price of the Combined Tickets does not include, in addition to the basic price of all the tickets to the final destination, any additional charges that may be incurred by the passenger during transportation to the final destination (in particular fees for transfer in airports, fees for visas, fees for extra premium services, etc.).

10. In some cases of connecting flights which are contained in the Combined Ticket, the transportation to the final destination is ensured by obtaining a boarding pass for each individual flight to the final destination of each direction, which otherwise constitutes a separate ticket. In this case, the client acknowledges that:

a) each individual part of the journey (each individual flight) may be subject to different rules, in particular if it is performed by another selected carrier;

b) if a passenger wishes not to use any of the individual flights included on the tickets, they may, as a rule, use the other flights without additional charges and penalties. However, this option may not apply to traditional (non-low-cost) air carriers that have multiple flights covered by the tickets. If a passenger does not plan to use any of the flights covered by the Combined Tickets, they are obliged to check with Flipo regarding the availability of other flights; otherwise, the airline might cancel some or all of the remaining flights covered by the tickets, without entitlement to claim a refund of the unused flights or compensation for damage;

c) when transferring between individual flights, it is generally necessary to pick up checked baggage and have it checked back on the appropriate counter for the next flight, as the flights covered by these tickets are not, as a general rule, a simple connecting flight, but rather a separate new flight, in some cases also using another selected air carrier. Therefore, we recommend verifying the obligation to pick up baggage for individual flights in advance with Flipo.

#### **V. Flight tickets partially or fully paid by voucher for a cancelled flight**

This part of the GTC represents a special arrangement of the terms and conditions related to the order and the sale of flight tickets that were fully or partially paid by the Voucher for a cancelled flight. In cases not governed by these terms and conditions, other provisions of the GTC in Part A will be applied accordingly. General terms and conditions for the sale of flight tickets.

In order to use the Voucher for a cancelled flight (specified in more detail in Part D IV and Point 2 of these GTC\*\*), Flipo provides the possibility to place an order for the flights of an airline company for which the Voucher for the cancelled flight is intended, by means of the flipo.de portal.

The specific terms and conditions and possibilities of using the Voucher for a cancelled flight are related to the terms and conditions set by the airline company for the purchase of the products for which the Voucher is intended.

The client places the order in a standard way and, when placing the order for specific flights, the client has the use of conditions for transport, the so-called rules. If in the case of payment with the Voucher for a cancelled flight the conditions of transport vary from the ones the client had when placing his order, Flipo will send to the client's e-mail address the new conditions of transport valid for the flight ticket selected. If you are interested in more detailed information about the conditions of transport in relation to the payment with the Voucher for cancelled flight, please contact our customer service.

Unless the reservation of the products stated in the order is confirmed at the time of placing the order after selecting payment with the Voucher for a cancelled flight as a payment method, the client's request for the order of products will be individually reviewed by the airline company before purchasing the services and products ordered, in order to ensure compliance with the terms and conditions of using the Voucher for a cancelled flight.

If the client changes the method of payment to a payment using the Voucher for a cancelled flight after he/she has sent his/her confirmation of reservation, such reservation of products stated in the order can be additionally cancelled.

After the client's request and the conditions of using the Voucher for a cancelled flight have been reviewed, Flipo will send to the client's email the conditions for transport valid for the flight ticket paid partially or fully by the Voucher for a cancelled flight. The Voucher for a cancelled flight cannot be used to pay a service fee or other fee of Flipo, nor for travel insurance, etc. After the payment using the Voucher for a cancelled flight has been deducted, the client will be informed on the amount of an additional fee for payment using other available payment method (specified in more detail in Part B II, Point 1 of these GTC).

In the event that the client agrees to the conditions for transport, Flipo will make every possible effort to ensure the products and services ordered by the client. The contract is concluded after a flight ticket of a specific air carrier has been issued/bought, of which the client is informed through electronic mail. The current terms and conditions of the Contract can be found directly on the website of a specific carrier. In principle, Flipo acts within this process as a paying agency only, whereby the client hands over to Flipo the total purchase price of the flight ticket, and subsequently Flipo pays the price to the carrier whose services the client has chosen. Flipo is not liable for possible damages caused to the client due to the failure to provide transport, caused by the airline company or another party. It is the airline company as an air carrier who is fully responsible for it.

If the client does not agree to the current conditions for transport, the fully paid amount will be refunded to the client using the method of payment selected by the client.

Neither the conclusion of a transport contract related to the selected flight nor its price, which may change, is guaranteed to the client before the moment when a confirmation of the purchase of a flight ticket is sent.

### späť na začiatok

## B. COMMON PROVISIONS OF THE GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SALES OF AIRLINE TICKETS, TOURS, ACCOMMODATIONS, INSURANCE ARRANGEMENTS AND SALES OF OTHER PRODUCTS/SERVICES

### I. **Delivery**

1. Tickets and other products/services shall be issued and send to the client after they are paid for, which means the total amount for the product, including any additional services ordered and discounts is credited to the bank account of Flipo, unless their issuance is dependent on other circumstance, which conditions their issuance and delivery.

2. Tickets and other products/services will be delivered to clients depending on the form determined by the supplier, which cannot be influenced, in the following way:

(i) **by an E-mail** - the system automatically checks the possibility of issuing an electronic ticket. If the ticket can be issued electronically, the electronic ticket will be sent only electronically by email to the email address provided during the process of ordering tickets and/or other products/services. As a rule, other products/services and related documentation will be sent to the client via email, unless Flipo decides to deliver other products/services and related documentation via a courier.

(ii) **by a courier service within Slovakia** - with this option, the client will be automatically charged with a fee, the amount of which is determined according to the current fee rate of the GTC, part E for the delivery of tickets and other products/services by courier service within the SR. The company Flipo is not liable for damages incurred by the client due to late delivery of the shipment. An external courier company is responsible for the delivery. The delivery options, for the applicable surcharge, on Saturday and delivery before 8:30 or 10:30 on the next day, should be verified at the Customer Service.

(iii) **by a courier service outside Slovakia** – with this option, the client will automatically be charged according to the current contract with the courier company, of which the client will be informed in advance and will be able to decide whether to use this option. Selected countries and

shipping rates within their territory are listed in the current GTC Tariffs for the delivery of tickets by couriers to the countries listed there. An external courier company is responsible for the delivery.

3. It is the client's responsibility to confirm their flight with Flipo Customer Service at least 24 hours before the departure, or directly with the airline operator, should the operator change its departure time or cancel the flight. The company Flipo is not liable for possible cancellation of flights made by the airline operator or for changed departure times. Should a change or cancellation of the flights occur, or should the company Flipo be notified outside of its opening hours, or less than 24 hours prior the departure, the client is obliged to claim any damage incurred directly at the carrier from whom they bought the tickets.

4. The company Flipo recommends its clients to get to the airport in time, i.e. at least 2 hours before the scheduled departure, unless otherwise indicated by the carrier. For flights from/to Israel, transatlantic flights and so-called long-haul flights, which are usually defined by each airline operator itself, the clients need to arrive at the airport at least 3 hours before the scheduled departure.

## **II. Payment terms for services provided**

1. The client can make payments to the company Flipo for the tickets and other products/services in the following ways:

(i) by bank TRANSFER/direct DEPOSIT to the account - based on payment instructions automatically generated by the system. Payment instructions are provided in the email sent by Flipo confirming the order of tickets, tour, insurance, and/or any other product or service. The client may pay the total amount to any Flipo account indicated in the Payment documentation. The client must provide a correct variable symbol for the payment. It is up to the client to choose the appropriate payment method in order to credit a full amount to one of Flipo's accounts on time, i.e. until the due date specified in the payment instructions. If, due to the client's incorrect indication or failure to provide indication, it is not possible to identify the payment correctly, the time when the payment was correctly identified is considered as the crediting time.

(ii) by PAYMENT CARD - only for holders of embossed credit cards and payment cards with set payment authorization for online internet sales. Other payment cards will not be accepted. If the client opted for this method of payment and the order of the selected services is not possible to pay by payment card, this fact will be communicated to the client via phone or e-mail by the Customer Service Agent. The client acknowledges that some tickets and/or other products/services can be paid for only by a payment card. If the tickets and/or the other products/services can be paid for only by payment card and this method of payment is not available at that moment in the Flipo system, the company Flipo is not liable for any damages incurred by the client due to unavailability of

ordering of tickets and/or other products/services. The client undertakes to use only the payment card they are authorized to use for payments. Flipo is not liable for complaints if the payment card has been misused and any related incurred damages will be recovered from the client. The client acknowledges that payment by payment card can be made in one or two transactions. If the payment takes place in 2 transactions, one transaction, such as the ticket price, airport charges, or the price or part of the price of other products may be drawn from the payment card directly by the airline operator or other supplier of other products /services. The other transaction usually consists of the Flipo service fee, the price of the ordered insurance, the courier service delivery price of the tickets and/or other product/services or part of the price of other products or services. If any transaction fails to perform, this fact will be communicated to the client by phone or e-mail. In such case, the amount in question is due to be paid by the client to one of Flipo's bank accounts within due date set out by Flipo, in accordance with the following paragraph of these General Terms and Conditions. Otherwise, the order of products/services will be canceled without the possibility of client's claims for damages.

(iii) Other payment methods – such as Apple Pay and Google Pay. The payment is considered completed once we receive an electronic confirmation from the payment gateway regarding the transaction. If, for any reason beyond our control, our online system does not receive this confirmation, we are unable to verify the success of the transaction, and the payment is only considered completed when it is credited to Pelikán's account.

(iv) Pelikán's gift voucher, specified in more detail in Part D IV of these GTC.

2. By confirmation of the order and immediate payment via the PAYMENT CARD or the Payment button (VÚB ePayments, Tatrpay, Sporopay, etc.) payment methods, by clicking on the "BUY" button for the tickets of low cost airline operators or by clicking on the "ORDER" button when ordering other products/services, the client confirms that they irrevocably propose to buy the selected product/service via a payment card and agrees with Flipo's GTC and with the contractor's terms and conditions. When opting for a payment method of bank transfer/direct deposit, the client irrevocably proposes to buy the selected products/services at the moment of executing of the bank transfer/direct deposit to the credit of to the relevant banking institution in which the transfer/direct deposit they make.

3. The contract between Flipo and the client is concluded at the moment when the ordered products/services are issued by the respective suppliers for Flipo or purchased by Flipo, unless stated otherwise. The company Flipo may issue/purchase the ordered products/services only after all conditions have been met by the client, including the payment and crediting of the total amount to Flipo's account, unless stated otherwise.

4. The client is required to pay the order properly and in due time, according to the maturity date indicated in the payment documentation. It is up to the client to choose the method of payment so that the full amount of the order is credited to one of Flipo's accounts within the due date. The order is deemed to have been paid when the total amount indicated in the payment instructions is credited to any of Flipo's accounts indicated in the payment instructions, unless provided otherwise. The client acknowledges that the prices of certain products and services may be guaranteed only after their booking, issuance, or purchase of the product/service with a particular supplier. The purchase and issuance of products/services can be made only after the client has paid for them. If the client fails to meet the due date, Flipo reserves the right to cancel the order and booking immediately, without the possibility to claim any damages incurred by such cancellation or claims for changes in the prices of tickets, tours, accommodation or other products services provided, by the client.

5. If the above-mentioned payment conditions are not met, or the payment is late or partial, the client will be charged a service fee upon receipt of the payment, levied according to the current fee rate defined in the GTC part E. The administrative fee according to the current GTC rates will be charged to the client also when the overpayment of total amount is refunded.

6. The client agrees with electronic form of payment instructions received by e-mail and also agrees with the above-mentioned method of their preparation. In the case of payment for the ordered products/services, any payment credited by the client to Flipo's account, is primarily used for the payment of the payable attributions and then for the payment of ordered products.

7. The company Flipo reserves the right to suspend and/or stop the execution of a payment received from the client and therefore to refuse to provide the client with services if the company Flipo, with reasonable efforts, considers that the payment has been made by an unauthorized person and/or if it, with reasonable efforts, found that there is a reasonable suspicion that the payment is related to the legalization of proceeds from criminal activities. Flipo will not be liable for the damage caused by the refusal on such grounds.

8. Flipo will arrange possible refunds in the same way in which the order, which is refunded to the client, was paid for.

If the order was paid for in the form of money, eligible funds will be returned to the client in the form of money by wire transfer or to a payment card, depending on the method of payment used by the client.

If the order was paid for in the form of a gift voucher, eligible funds will be returned to the client in the form of a new gift voucher issued with validity until the end of the next calendar year. Other terms and conditions of using the gift voucher usually remain the same as in the case of the gift voucher used by the client to pay for the order.

If the order was partially paid for in the form of money and partially in the form of gift voucher, eligible funds will be returned as a combination of money and a new gift voucher issued with validity until the end of the next calendar year. If the refund amount does not exceed the value of the gift voucher, only a new gift voucher with a residual value will be created.

### III. **Personal data**

1. The company Flipo hereby informs the client that within the meaning of Article 13 par. (2) b) of the Act No. 18/2018 Coll. on the Protection of Personal Data and amendments to certain acts as amended, the company Flipo, as the controller, will, during the term of the contract, process the personal data of the client (as the data subject) without their consent, since processing of personal data of the client will be performed within pre-contractual relations between Flipo and the client and processing of client's personal data is necessary for the performance of the contract, which the client proposes to conclude, and where they act as one of the parties.

2. The client acknowledges that personal data provided by the client within the ordering process for the purpose provided in the paragraph 1 of this Article will be further disclosed to the respective contractor as the recipient by the company Flipo, depending on the requirements of the particular recipient, either all or part of them, for the provision of services required by the client. Depending on the services ordered by the client, the recipients of personal data will be the following categories of recipients, who may also reside in third countries:

- air carriers providing passenger transport
- accommodation facilities
- travel agencies, tour operators
- insurance companies
- car rental agencies and car rental companies
- embassies, consulates
- carriers providing rail, sea, bus or passenger transport
- financial administration authorities
- courier companies

3. If the client is a natural person, when ordering services they provide, as a rule, name, sex, telephone number, email address, home address, date of birth or vehicle registration number, when ordering parking. If the client is a legal person or a trader, in addition to the personal data of the natural persons to whom the services will be ordered, they shall also provide billing data, i.e. business name, address with ZIP code, Company ID, VAT ID - these are not considered personal data. In some cases, an airline or a consulate or embassy issuing visas for entry into the country requires the mandatory provision of additional data (so-called APIS data, see definition and detailed description in the Part A of the GTC). If processing of a special category of personal data regarding the client's

state of health is required, the company Flipo, pursuant to Article 16 (2) f) of the Act No. 18/2018 Coll. on the Protection of Personal Data, as amended, is authorized to process these data and provide them to the entities against whom the claims are made (usually the airline operator, insurance company). This happens only based on the express request of the client and after receiving the relevant medical records from the client. Flipo is not liable for consequences if the client fails to provide the necessary data or documents containing the data or does not provide them in time, without any claim for damages that would have arisen to the client as a result of that fact.

4. The person making the order of the selected services and providing the personal data of all the clients listed in the order, by clicking on the relevant box before sending of the order, confirms that they are, in accordance with Article 13 par. (12) b) of the Act No. 18/2018 Coll., aware of the fact that Flipo will process and store the personal data of the Data Subject, in particular the data mentioned above and/or which are necessary for Flipo's activities in pre-contractual relations, performance of the contract or negotiations for amendment of the contract, withdrawal from the contract, etc. Such person also declares that they are authorized to provide the personal data of all the Data Subjects based on the authorization provided by them or authorization provided by the law (e.g. for the legal representative). Without ticking off such confirmation by the client, the conclusion of the contract is not possible for contracts where the proposal for the conclusion of the contract is made by such person through the creation of the order.

5. The client agrees, when making a call to the company Flipo, with Flipo's recording of the call and the processing of personal data in order to protect legitimate interests of Flipo and to improve the quality of the services provided. If personal data necessary for the performance of the contract that the client wishes to conclude or has already concluded are recorded, the client is informed about that fact.

6. The personal data of the Data subjects will be processed for the period necessary to protect the legitimate interests of the controller, taking into account also the possibility of filing complaints, reviewing the proceedings initiated by the supervisory bodies or bringing the action in civil proceedings. Flipo declares that it will process personal data in accordance with good practice and will act in a way that does not contradict neither the Act No. 18/2018 Coll. on Personal Data Protection, Regulation of the European Parliament and of the Council of 27 April 2016 (EU) 2016/679 on the protection of natural persons at the processing of personal data and on the free movement of such data (hereinafter referred to as the "GDPR Regulation"), nor any other generally binding legal regulation, nor circumvents them.

7. The responsible person in accordance with the Article 44 et seq. of the Act No. 18/2018 Coll. is Mr. Michal Marko. The responsible person can be contacted by email at the address [dpo@pelikan.sk](mailto:dpo@pelikan.sk).

8. The client is entitled to require the controller to correct the incurred personal data without undue delay. With regards to the purpose of



personal data processing, the client is entitled to supplement the incomplete personal data. The client is responsible that all data provided are complete and true. The client declares that they are aware of the consequences of providing false information; in particular the fact that such a procedure could also be classified as a criminal offense or could be grounds for cancellation of the order or booking, refusal of service provision by the contractor, or a reason for not granting the visa. If false or incomplete data are provided, Flipo reserves the right to cancel the order of service immediately, or to adjust the price or to the full compensation for any damage incurred due to provision of incorrect data. In such case, Flipo will not be liable for any damage incurred to the client.

9. The client is entitled to ask the controller to remove the personal data relating to them without undue delay, subject to the conditions set out in Article 23 of the Act No. 18/2018 Coll. Furthermore, the client is entitled to limit the processing of personal data under the conditions set forth in Article 24 of the Act No. 18/2018 Coll. The client also has entitled to obtain personal data relating to them which they have provided in a structured, commonly used and machine readable format from the company Flipo, and is entitled for a transfer of such personal data to another operator, if it is technically possible and if the processing is done by automated means.

10. The client has the right to object to the processing of their personal data due to a specific situation in cases specified by the law, including profiling based on these provisions. The controller may not further process personal data unless it proves the necessary legitimate interests in the processing of personal data that outweigh the rights or interests of the client or the grounds for exercising of legal claims.

11. If, prior to submitting an order, the client grants a special consent for sending of special offers to their email address and consent for processing of selected personal data for direct marketing purposes, further the consent to profiling, the client hereby authorizes the processing and storage of said personal data in accordance with the Article 6 (1) of the GDPR regulation. This consent relates to the direct marketing of information for specific services selected by the client, for which the client grants the consent (e.g. information about new products, services, discounts, current sales ...), allow the company Flipo to process them in all relevant information systems. This consent can only be granted by a client older than 16 years. The client grants the consent for a specific time selected by them, may withdraw the consent at any time in full or only for the selected area. The company Flipo, after fulfilling the purpose of the processing, will remove the client's personal data without undue delay and will inform the client about this fact. The client has the right to object to the processing of personal data relating to them for the purpose of direct marketing, including profiling to the extent to which they are concerned with direct marketing. If the Data subject objects the processing of personal data for the purpose of direct marketing, the controller may not further process personal data for the purpose of direct marketing.

12. The client is aware of the fact that the company Flipo may assign the processing of personal data to the processor.

13. The client hereby grants the company Flipo the right to copy and scan the official documents necessary for the verification and confirmation of the data provided to the company Flipo during the ordering process.

#### IV. **Client's acknowledgements**

1. For any service containing also agency services or provision of air, bus, train or other mode of transportation, the client hereby acknowledges that they have been informed of the General Terms and Conditions and all the TARIFF CONDITIONS of the carrier and accepts these conditions.

2. The client acknowledges that the company Flipo has no responsibility for circumstances related to the booked flight or other routes (delay, cancellation, lost baggage, etc.). Any discrepancies and complaints regarding the booked flight or route should be settled by the carrier concerned.

3. The client agrees with the recording of incoming and outgoing calls of the company Flipo for internal purposes and the improvement of the quality of the services provided.

#### V. **Complaint procedures**

1. A complaint is the exercise of rights from liability for service or product defects.

The conditions of the complaint procedure are governed by the relevant provisions of the General Terms and Conditions of the company pelicantravel.com s.r.o., by the provisions Act no. 108/2024 Coll. on consumer protection and also by the provisions of § 618 et seq. Act No. 40/1964 Coll. The Civil Code as amended (if you are a consumer) or the provisions of § 422 to § 442 of Act No. 513/1991 Coll. Commercial Code as amended (if you are not a consumer).

The company Flipo accepts complaints submitted:

A) via e-mail service at the address reklamation@flipo.de

B) in written form at the address of the registered office of the company Flipo

C) personally at the registered office of the company Flipo

D) by phone

The complaint must include a description of the specific case the client claims.

The client is obliged to attach all documents available to them, proof of the alleged facts or other documents supporting the claims to the complaint. If the client incurred a damage when using services of Flipo's contractor, we recommend the client to request a written record from such contractor (hotel, airline operator, car rentals etc.), which should be submitted together with the claim to the company Flipo. If the client does not have such a written record, the company Flipo must request a response from the contractor, which may cause unnecessary delays in handling the complaint and make it more difficult to assert the potential claim of the client.

2. The company Flipo is responsible only for performance of its obligations regarding the booking of the requested product/service for the clients.

3. The company Flipo shall inform the client electronically about outcome of the proceedings and settlement of the claim as soon as it is provided, but no later than 30 days after the day the client submitted the claim. In case of a complaint submitted electronically, the response to the complaint will be sent to the email address from which the complaint has been submitted. If the claim was made in writing or in person, the reply will be sent to the e-mail address given by the client when ordering the product/service unless otherwise agreed with the client.

4. The client, if they are not satisfied with the way Flipo has dealt with their complaint or if they believe that Flipo has violated their rights, is entitled to contact the company Flipo with a request for redress (via an e-mail to the address [reklamation@flipo.de](mailto:reklamation@flipo.de)). If the company Flipo rejects or fails to respond to this request within 30 days of its submission, the Client has the right to file a petition for alternative dispute resolution to the Alternative Dispute Resolution Body (ADR) under Act 391/2015 Coll. on alternative dispute resolution for consumer disputes and amendments of certain laws (ADR Act). Alternative dispute resolution is a procedure of an alternative dispute resolution body under the ADR Act, the aim of which is to reach an amicable settlement of the dispute between the parties to the dispute. The ADR entities are the bodies and authorized legal entities according to Article 3 of the Act No. 391/2015 Coll., updated list of which is available [at this link](#). The petition must contain mandatory particulars and the client should submit it in the specified way, all according to the Article 12 of the Act No. 391/2015 Coll.

5. An alternative dispute resolution can only be used by a client - a natural person who does not act in the course of their business, employment or occupation when concluding and fulfilling a consumer contract. Alternative dispute resolution only concerns the dispute between the client and the company Flipo arising from a consumer contract or in relation to it. The ADR may require a client to pay a fee for starting an alternative dispute resolution procedure up to a maximum of EUR 5 incl. VAT.

## VI. **Final provisions**

1. The delivery of documents between the client and the company Flipo is performed electronically to the mutually provided e-mail addresses or via postal services. If postal services are used, the documents addressed to the company Flipo are forwarded to the address indicated in the header of these General Terms and Conditions and, in case of shipments via courier to the client, the documents are delivered to the client's domicile address or client's address provided to the company Flipo for the delivery of documents. For the delivery of electronic documents addressed to the client, the document is considered as delivered if Flipo does not receive an error message about the impossibility to deliver the document to the client's email address. For the delivery of electronic documents addressed to the company Flipo, the document is considered as undelivered until the acceptance of the document is confirmed to the client by Flipo via a return e-mail message. For the delivery of documents by postal service applies that, if the shipped document is returned to the Sending Party for any reason other than the fault on the part of the Sending Party, the letter is considered as delivered on the expiry of a three-day period after the return of the undeliverable shipment to the Sending Party.

2. Visa requirements and travel documents - passengers are required to check travel documents and visa requirements not only for the destination but also for the transit countries. Information on all requirements and documents necessary for entry or transit in a given country may be obtained by the client at the contacts of the Ministry of Foreign Affairs of the country of which they are a citizen (e.g. for the german citizens it is [www.auswaertiges-amt.de](http://www.auswaertiges-amt.de)). Flipo is not liable for any damages incurred to the client if the client purchases a ticket before obtaining valid visas for the destination or transit countries and such visas will be rejected or not issued after the ticket is purchased. Flipo will also not be liable for any damage incurred to the client due to lack of knowledge of the visa requirements, travel documents and their validity, or failure to comply with these requirements. The airline operators are entitled to refuse the boarding and cancel the whole remaining part of the route to a client who does not fulfill all visa requirements to the destination or transit country, or will not show valid travel documents at check-in, without the entitlement for any claim to compensation for any damage that the client may incur due to this action.

3. By providing the data and completing the order for products/services, the client confirms that they are acquainted with the above mentioned GTC, understand and fully agrees with them.

4. Name and address of the Supervisory body: Inspectorate of the Slovak Trade Inspection for the Bratislava Region: Bajkalská 21/A, P. O. BOX 5, 820 07 Bratislava

5. The client has the opportunity to view other travelers' reviews of accommodation facilities and hotels. You can view Customer Reviews of Pelikán clients or AI Ratings.

Reviews from our clients

We verify reviews from our clients. Published evaluations come exclusively from Pelikán clients and are verified by the reservation number or the customer's email.

After returning from a trip, stay, or vacation, the client may be asked for feedback on the progress of the services via a form sent to the customer's email address. Alternatively, he can send his evaluation directly via the chat on the Pelikán internet portal - add a review.

Ratings are displayed from the most recently added to the oldest. The overall rating of hotels and accommodation facilities is the arithmetic average of the rating of the overall rating item for all customers who rated the facility.

Ratings are on a scale of 1-5 stars, with 5 stars being the best.

We correct grammatical errors in reviews, leaving the content unchanged. We will only publish comments that contain relevant information about the accommodation and that will help other clients make informed decisions and better understand the product. We reserve the right not to publish reviews that contain:

Personal and other sensitive data

Curses, insulting and derogatory terms, or innuendos

Inappropriate or fraudulent content

Information unrelated to the accommodation or hotel

The client acknowledges that the reviews on the flipo.de

portal are primarily intended for evaluating hotels and accommodation, not for evaluating the services of an airline or travel agency. Ratings may be shortened for web publishing purposes. Pelikán undertakes to remove any review at the request of the client, as long as he sends a request for its removal to the address [info@flipo.de](mailto:info@flipo.de). You can also use this email address if you have any questions about published reviews.

AI reviews

For some hotels and accommodations, we do not have enough reviews, so we decided to summarize for our clients, using artificial intelligence, the most relevant available reviews from reviews on leading travel portals, which we have translated for you. However, we do not additionally verify the reliability of these reviews.

These reviews are visibly marked to inform the client that this is an AI compiled summary of the reviews.

6. Based on the provisions of Sec. 14 (6) of Act No. 108/2024 Coll. on Consumer Protection, as amended, a consumer is legally entitled to withdraw from the conclusion of a distance contract or from a contract concluded outside the trader's business premises, namely from a

transport contract, a tour contract, as well as short-term accommodation contracts, contracts on the provision of long-term holiday services, the exchange thereof and the facilitation of their re-sale, in the period defined in Sec. 20 (1) to (3) and without giving a reason, so that any payment corresponding to the extent of the withdrawal from such contract is refunded to the consumer.

7. When searching for individual services, the customer has the option of searching in the online interface using a keyword or phrase. In some cases, the customer can choose the parameter according to which the search results are sorted - e.g. according to the lowest price, the fastest connection or the popularity of the respective service.

[späť na začiatok](#)

## C. GENERAL CONDITIONS OF CARRIAGE FOR AIR CARRIERS, IATA MEMBERS

### I. General Conditions of Carriage for Air Carriers, IATA Members

#### **Note**

For the carriage of passengers on routes whose destination airport or stops lie in a country other than the country of departure, the Warsaw Convention applies, which in most cases limits the carrier's liability for death or injury, as well as for loss of baggage and damage to the baggage. See also a note headed "Advice to International Passengers on Limitation of Liability" and "Notice of Baggage Liability Limitations."

#### **Conditions of the transport contract**

1. Under the term "flight ticket" used in this agreement, we mean a flight ticket and a baggage ticket, which includes these conditions and remarks; "carrier" means any air carrier that transports or undertakes to transport a passenger or their luggage under this flight ticket or perform any services related to such air transport. "Warsaw Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air, signed in Warsaw on 12 October 1929, or the same Convention as amended by the Hague Protocol of 28 September 1955, whichever is applicable.

2. Carriage performed under this ticket shall be governed by the rules and limitations of liability laid down in the Warsaw Convention, with the exception of traffic which is not considered to be "international traffic" within the meaning of this Convention.

3. Unless otherwise agreed, the transportation and other services provided by each carrier are governed by (i) the provisions set forth in this flight ticket, (ii) the applicable tariffs, (iii) the transport conditions

and the relevant carrier's rules which are their part thereof (and are available on request at the carrier's offices), except for transportation between a place in the United States or Canada and any other place outside their territory subject to the tariffs in force in those countries.

4. The name of the carrier may be shown in abbreviated form on the flight ticket; the full name and its abbreviation is shown in the carrier's fares, regulations or schedules; the carrier's address is the departure airport marked next to the first abbreviation of the carrier's name on the flight ticket; contractual stops are the places marked on this flight ticket or places specified in the carrier's flight schedules as regular stops on the passenger's route; the transport to be carried out on the basis of this flight ticket by successive carriers is regarded as a single operation.

5. When issuing a flight ticket to a carrier on the routes of another air carrier, the air carrier shall issue the flight ticket only as its agent.

6. Any exclusion or limitation of the carrier's liability shall apply to the agent, employee and agent of the carrier as well as to every person whose aircraft the carrier has used for the transport, as well as to its agent, employee and representative, and shall be in their favour.

7. The registered baggage shall be issued to the holder of the baggage ticket. In the event of damage to baggage in international traffic, this must be reported in writing to the carrier immediately after the damage has been discovered, not later than seven days after the date of receipt of the baggage; in case of delay the complaint must be filed within 21 days from the date the baggage was delivered. For national shipping, see tariffs or shipping terms.

8. This flight ticket is valid for a period of one year from the date of issue unless otherwise specified in this flight ticket, in the carrier's fares, transport conditions or the applicable carrier's regulations. The fare for travel according to this flight ticket is subject to change prior to the commencement of transport. The carrier has the right to refuse transportation if the relevant fare has not been paid.

9. The carrier shall endeavour, as far as possible, to carry passengers and baggage as quickly as possible; times stated in the flight schedules or elsewhere are not guaranteed and do not form part of this contract. The carrier may, without prior notice, be able to be represented by other carriers or use another aircraft and may, if necessary, change or omit the landing sites indicated on the flight ticket. Flight schedules may be changed without prior notice. The carrier is not responsible for facilitating connections.

10. Passengers must comply with the official travel regulations, must present the exit, entry and other required documents and must arrive at the airport prior to the time specified by the carrier or, in the absence of such time, in sufficient time to allow for departure formalities.

11. No agent, employee or agent of the carrier shall be entitled to amend, modify or terminate any provision of this contract.

**IT IS NECESSARY TO USE THE FLIGHTS IN THE DEFINED ORDER IN WHICH THEY ARE ISSUED. IN THE EVENT OF OMITTING ANY OF THE FLIGHTS SHOWN ON THE FLIGHT TICKET, THE CARRIER HAS THE RIGHT TO IMMEDIATELY CANCEL THE REMAINING FLIGHT SEGMENTS, WITHOUT ANY REFUND FOR ANY DAMAGE WHICH MAY BE CAUSED TO THE CLIENT.**

**THE CARRIER RESERVES THE RIGHT TO CHANGE / CANCEL THE FLIGHT AND TO REFUSE THE CARRIAGE OF THOSE PASSENGERS WHO UPON OBTAINING A FLIGHT TICKET WERE IN BREACH OF THE APPLICABLE LAWS, OR RATES, RULES, OR REGULATIONS OF THE CARRIER.**

**THIS LIMITATION IS NOT APPLICABLE TO THE MAJORITY OF LOW-COST CARRIERS WHO PERMIT OMITTING THE FIRST FLIGHT AND USE OF SUBSEQUENT FLIGHTS. IN THIS CASE, WE ALWAYS RECOMMEND THAT YOU CONTACT OUR CUSTOMER SERVICE CENTER WITH DETAILS OF THE RELEVANT RESERVATION AND THE POSSIBILITY OF NOT USING THE FIRST FLIGHT. OUR AGENTS WILL PROVIDE YOU WITH PRECISE INFORMATION.**

In the case of a double/duplicate reservation, the airline reserves the right to cancel it without any claim for the damages that would arise. Duplicate / double reservation is considered a reservation processed by our company or other travel agency. In this case, Flipo is not responsible for the possible complications for the client and is also not responsible for any possible damage to the client.

### **Notice to international passengers on limited liability**

A passenger on a flight, the final destination or stop of which is in a country other than the country of origin, is notified that the provisions of the Treaty known as the Warsaw Convention may be applicable throughout the journey, including any part thereof, wholly in the country of origin or destination. For such passengers on route to, from or at the agreed stop in the United States of America, the Agreement and the special shipping contracts projected into the applicable tariffs provide that the liability of certain carriers, participants in such special contracts, for the death of the passengers or their injuries in most cases of proven damage is limited so that it does not exceed USD75,000 per passenger and that this liability up to this limit amount will not depend on negligence on the part of the carrier. For such passengers travelling by means of a carrier who is not a participant in such special contracts or who are not on the way to, from, or have no stop at an agreed stopping point in the United States of America, the liability of the carrier for death or injury to passengers in most cases is limited to approximately USD10,000 or USD20,000.



Note: Limit of liability exceeding USD75,000 includes statutory fees and expenses, except for the claim in a country where there is a provision for special statutory fees and expenses; in this case, the threshold value will be USD58,000 without statutory fees and expenses.

### **Notification of government taxes and fees**

The price of this flight ticket may include taxes and fees levied by government agencies on air travel. These taxes and fees, which may constitute a significant part of the fare for air travel, are either included in the fare or are listed separately in "TAX / FEE / CHARGE". At the same time, the passenger may be required to pay the extra tax and fees that have not yet been collected.

The following note does not apply to flight tickets sold in the United States of America for carriage originating in the United States.

Boarding refused due to overbooked flight

In countries where Compensation rules for denied boarding are in force, carriers use compensation plans for confirmed booking passengers who have been denied boarding due to inaccessibility of the seats due to overbooking of the flight. More detailed information on these plans is available at the airline offices.

### **Time for check-in**

The times shown on this flight ticket or in the flight plan (if listed) are the times of departure of the aircraft. Check-in times (pre-departure registration), as specified by the carrier or timetable, represent the latest time when passengers can be accepted for departures and taking into account the time needed to accommodate all the necessary formalities. Flights cannot be delayed due to passengers and their delayed arrival and in these cases, no liability can be assumed.

### **Objects whose transportation is prohibited**

The transport of the following dangerous goods in passenger luggage is forbidden for safety reasons:

1. Compressed gases - (frozen at very low temperatures, flammable, non-flammable and poisonous); such as propane-butane, liquid nitrogen, oxygen including aqualungs.
2. Caustic substances such as acid and bases, wet batteries and mercury.
3. Explosives, ammunition and pyrotechnic materials.
4. Flammable liquids and solids – lighters and refills for lighters, matches, paints, and diluents.

5. Radioactive materials.
6. Safety boxes and cases with safety equipment installed.
7. Oxidants such as chlorinated lime and peroxides.
8. Poisons and infectious agents such as insecticides, herbicides, and live virus material.
9. Other dangerous objects, such as magnetic material, irritants or resistive substances

Medicines and toiletries which are essential and proportionate to flight lengths, such as hairspray, perfume, and alcohol-containing medicines can be transported in limited quantities. Many of these items may be transported as air cargo, provided that their packaging complies with the rules applicable to air cargo.

Further information is available on request.

### **Warning of liability limitations for baggage**

Liability for loss, delay or damage to luggage is limited unless a higher value is declared in advance and the applicable fee is paid. For most international carriage (including national sections of international routes), the limitation of the guarantee is approximately USD 9.07 per pound (1 lb = 0.45 kg), i.e. USD20.00 / kg for hand baggage and USD400.00 per passenger. In the case of travel only between places in the US, a federal regulation requires that any airline liability limit for the luggage be at least USD2,500 per passenger. For certain types of items, an increased rating may be declared. Some carriers do not assume any liability for fragile, valuable or fast-decaying objects. Further information can be obtained from the carrier.

### **Baggage**

Checked baggage: Passengers are usually allowed to check-in baggage free of charge, and restrictions may vary by airline, class, and route. Exceeding the free baggage limit may be charged. For more information, contact your travel or airline.

Hand baggage: Passengers are usually allowed to carry baggage free of charge and restrictions may vary by airline, class, route, and type of aircraft. It is advisable to limit the amount of cabin baggage to a minimum. For more information, contact your travel agency or airline. For more information and links to airline websites, visit <http://www.iata.org/bags>.

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## **D. COMMON PROVISIONS OF THE GENERAL TERMS AND CONDITIONS APPLICABLE TO THE OTHER PRODUCTS/SERVICES**

### **I. Car rentals**

1. Car rental services are provided via the company Booking.com Transport Limited, which provides global leasing of cars and other vehicles. The whole ordering process and payment is carried out in the booking system of this company and Flipo does not have access to client orders or to payment details, service itself, or data relating to additional purchased products/services besides the car rental. In the complaint proceedings relating to the rental of vehicles, Flipo can only assist the Client with a communication, it is not authorized to make any decision regarding the individual complaint. Such authority has only the company Booking.com Transport Limited and its business partners – relevant car rental companies and insurance companies. Flipo is neither responsible for the booking process, including the payment for services, nor for the provision of services or any other matters arising in connection with the rental of the vehicle.

### **II. Online check-in**

1. Flipo offers its customers the option to order an additional check-in service for their tickets. This service is basically available to the tickets of low-cost airline carriers purchased in accordance with Part AIII of these GTC, however, we recommend you order it always beforehand at our Customer Service, as the carrier might not provide it for all flights. The service may be ordered after the purchase of the tickets; however, it can be provided by Flipo only at the time allowed by a particular airline carrier under its business terms. The service is charged according to the tariffs set out in the Section E of these GTCs.

2. For the proper provision of services, it is essential for the Client to provide correct information about all passengers for whom the service is ordered. This concerns the following data:

- a) Name and surname
- b) Gender
- c) Date of birth
- d) Nationality
- e) Type and number of the travel document
- f) Country of issue and date of expiry of the travel document

The data must be consistent with the data provided in the travel documents, with which the passenger shall identify himself/herself during the flight. If the data provided by the Client proves as incomplete or

incorrect (as an incorrect may also be considered a typo in one letter or digit), its correction by the airline carrier may be charged, and boarding may be also be refused to the passenger, with all these and subsequent costs borne by the passenger.

3. The ordered and paid online check-in service is unchangeable and irrevocable by the Client. After online check-in, for some airline services there are, as a rule, extra check-in cancellation charges, such as changes in flights or passengers, in order to provide such service. Subsequently, it is necessary to perform online check-in again.

4. With some airline carriers the online check-in service may include other services (e.g. the option to choose a seat), we recommend you always to ask about these services.

5. If the service of the airline operator is confirmed to the Client, but changes or cancellations of the ticket to which it is linked occur, the cancellation of the service is subject to the published terms and conditions of the airline operator applicable to the flight. The Flipo's administrative fee is always irrecoverable. Flipo is not liable for any damages incurred by the Client due to the airline carrier's failure to provide the service if the changes/cancellations of the ticket have occurred, unless they were caused by Flipo's unlawful act.

6. If technical problems occur on the airline carrier side (e.g. at its web portal), and if, after repeated attempts, it is not possible to provide this service to Flipo, the Client shall be refunded the full amount for the service ordered. However, Flipo is not liable for damages incurred by the Client due to unavailability of the service, unless it was caused by Flipo's unlawful act.

### III. **Priority Boarding**

1. Flipo offers its Clients the option to order a priority boarding service to the ticket. This service is basically available for the tickets of low-cost airline carriers purchased in accordance with Part AIII of these GTC, however, we recommend the Customer to order the service as soon as possible after the ticket has been purchased. At the latest, it is possible to request a service before a check-in is made for a specific ticket. However, since airline carriers offer the service only for a limited number of passengers on that flight, the Flipo can not guarantee that the service will be confirmed by the airline carrier. The service is charged according to the tariffs set out in the Part E of these GTCs, and the fee is also charged by the airline carrier, while the Client is always informed about the total price of the service.

2. The priority boarding service confirmed by the airline carrier is unchangeable and irrevocable by the Client.

3. The priority boarding service may include other services (e.g. another piece of cabin baggage) provided by some airline carriers, we recommend you to always ask about these services.

4. If the service of the airline operator is confirmed to the Client, but changes or cancellations of the ticket to which it is linked occur, the cancellation of the service is subject to the published terms and conditions of the airline operator applicable to the ticket in question. Flipo's administrative fee is always irrecoverable. Flipo is not liable for any damages incurred by the Client due to the airline carrier's failure to provide the service if the changes/cancellations of the ticket have occurred, unless they were caused by Flipo's unlawful act.

#### IV. **GIFT VOUCHERS**

The client has the option to buy gift vouchers with a minimum value of € 30 by sending a request to [info@flipo.de](mailto:info@flipo.de). Subsequently, the payment documentation will be sent to the client via email. After payment of the total amount of the gift voucher, a unique code will be created and sent to the client.

The gift voucher can be used by the client or by the person who will submit the voucher (or more precisely, the unique code displayed on the voucher) to Flipo to purchase flight tickets and/or accommodation and /or package tour or a combination of the products of their choice, chosen from the offer on the [www.flipo.de](http://www.flipo.de) website.

The gift voucher can be used online when booking selected services. The client submits the entire unique code displayed on the voucher into the box labelled "Discount/Gift voucher" at the appropriate service booking step. Subsequently, the client has the option to check the counted-in value of the gift voucher prior to confirming and sending a booking when a part of or whole booking is paid using the gift voucher, depending on the value and type of booked services.

If the client fails to apply the gift voucher or if the amount counted-in does not match the value of the gift voucher, we recommend that the client contacts our Customer Service during business hours.

Flipo is not responsible for increasing the price of selected products when the gift voucher cannot be used due to an incorrect use of the voucher, using an expired voucher or any other reason which is not caused by Flipo's conduct.

The client can also use the gift voucher for an offline booking. However, in order to prevent any price increases of selected products/services, please contact our Customer Service (during the office hours) informing our agent about the intention of using the gift voucher as a payment method on the date of the booking placement. Please do so at least 3 hours before the earliest due date of the client's booking. Otherwise,

Flipo is not responsible for an increase in the price of the selected products.

Flipo does not guarantee that the price of selected services/products will not be increased by a supplier up to the moment of the issuance /purchase of the booked products/services due to the way of selling these products/services determined by air carriers and other suppliers of the products/services.

The client thus uses the gift voucher knowing that there is a risk of a legitimate price increase by the low-cost airline. If the ticket price increases, the client can but does not have to accept the price. If the client does not accept it, Flipo will find another reasonable alternative.

If none of the options is suitable for the client, the client has the right to a full refund and to reuse the gift voucher.

The gift voucher is valid from the moment of its issue until the end of the following calendar year, unless stated otherwise. The gift voucher is not transferable, non-refundable and it is not possible to exchange the voucher for cash. Cancellation and changes of services/products purchased with the gift vouchers are governed by the terms of the suppliers of the particular services and Flipo, regardless of the fact, whether they were paid in full or in part by means of the gift voucher.

The client may use the gift voucher to buy services at least equal to the value of the gift voucher.

If the service is purchased at a lower value than the nominal value of the gift voucher, the price difference is non-refundable. If the service purchased is of a higher value than the gift voucher, the price difference will be invoiced to the person who submitted the voucher to Flipo.

The gift voucher can be used for more than one purchase/order. For several purchases/orders the client must request the Customer Service to enable this possibility in advance. The gift voucher cannot be redeemed after payment. Several gift vouchers can be combined and redeemed at the same time.

Flipo is not responsible if the gift voucher is misused by an unauthorized person.

Gift vouchers cannot be used for car rental services and services related to car rental and any service related to a service in the Cars tab on [www.flipo.de](http://www.flipo.de), nor to book accommodation in the Hotels tab on [www.flipo.de](http://www.flipo.de).

a. **Special gift vouchers**

**1. Special online gift voucher**

Flipo may offer its Clients a special online gift voucher as a form of refund for a cancelled flight due to extraordinary circumstances.

If the Client opts for the gift voucher as a form of refund for a cancelled flight, Flipo will issue the voucher and send it via e-mail as soon as the airline approves the amount of the refund. It is not possible to change the form of refund after issuing the special gift voucher.

In case the Client does not use the special online gift voucher by its expiry date, the Client may request a refund in form of a financial compensation for the unused amount of the special gift voucher after this date.

Pelikan may offer clients a bonus on top of the amount reimbursed by the airline. In order for the client to be able to use the bonus, the Special Online Gift Voucher must be redeemed in full by the voucher's due date, otherwise the client's entitlement to the bonus will expire. The bonus is non-refundable.

Other provisions of these General Terms and Conditions, Part D, point VIII. Gift vouchers will be used appropriately for the special online gift vouchers.

## **2. Voucher for a cancelled flight**

Flipo can issue to the client a Voucher for a cancelled flight related to a form of refund for a cancelled flight provided by an airline. The executor of the Voucher for a cancelled flight is the airline which issued the original flight ticket and which cancelled the flights.

The specific conditions and options of using the Voucher are determined by the airline, the products and services of which can be bought using the Voucher for a cancelled flight. The Voucher for a cancelled flight is related to the conditions and options of use determined by the airline. The Voucher for a cancelled flight cannot be used to pay a service fee or other fee of Flipo, nor can it be used for travel insurance, etc. After its validity has expired, the Voucher for a cancelled flight is non-refundable, unless otherwise stated in a specific case. The Voucher for a cancelled flight is non-transferable and can only be used by the passenger of cancelled flights, unless otherwise stated in a specific case. The Voucher for a cancelled flight can be used for one purchase (order) only, unless otherwise stated in a specific case. All the necessary information and instructions for using the Voucher for a cancelled flight will be delivered to the client electronically together with a unique Voucher code, and will also be available on Flipo's website in the Order Management section for the original order in which the flights were cancelled.

The airline to which the use of the Voucher for a cancelled flight is bound is responsible for the options and range of using the Voucher for a cancelled flight. As the implementer, the airline reserves the

right to modify the conditions of its use even after its issue. In case the Voucher has already been used by the client, Flipo will not comply with the client's request for its use and may cancel the Voucher for a cancelled flight without compensation.

Other provisions of these GTC in Part D, Point IV. Gift vouchers will be used appropriately for the Voucher for a cancelled flight.

**b. Discount code**

Flipo may offer the Client a discount on the purchase of products and services in the form of a discount code, which the Client or the person providing the code can use, depending on the type of discount code to purchase flight tickets and/or accommodation and /or a tour, or a combination of products according to his/her choice from the offer of services on the [www.flipo.de](http://www.flipo.de) portal.

Flipo can offer a unique discount code to the Client as part of a complaint procedure; it also offers general discount codes within marketing campaigns and for affiliate partners as a discount on the total flight ticket price, and may provide a unique discount code for the Premium support product as a discount on service fees.

The validity, way of using a particular code type, and value of the discount code is specified to the Client in more detail when the discount code is provided. The discount code cannot be used to purchase a gift voucher. The discount code is transferable, non-refundable, and cannot be exchanged for cash.

Cancellations and changes to services/products purchased with the discount code are governed by the terms and conditions of the suppliers of particular services and of Flipo, regardless of whether such have been paid in full or in part by means of the discount code. In the event of order cancellation, discount codes are non-refundable and the Client is not entitled to reuse them.

Flipo is not responsible for any misuse of the discount code by an unauthorised person.

Other provisions of these GTC in section D, provision IV. Gift vouchers shall apply for discount codes.

**V. Premium customer service - premium assistance services**

1. Premium Customer Service (hereinafter referred to as "Premium CS") includes the high standard services of Flipo Customer Service which can be ordered exclusively during a flight ticket order. A subsequent order of



Premium CS is not possible. Premium CS applies only to the order and flight tickets with which it was ordered. Premium CS also includes the following services in comparison to standard Customer service:

- a) The Customer Service is usually available to the client, however, in case of unavailability, the Customer Service may be contacted using a Call button that the client may use after logging into the Order Management section. The client will be contacted by Flipo via phone within 15 minutes after pressing the Call button;
- b) 100% discount on the Flipo service fee during the first flight ticket change or cancellation by the client, including the so-called void flight ticket on the date of issue, if the airline company allows it;
- c) 100% discount on the Flipo service fee for online check-in, if it is allowed on the given flight by the airline company. The service is provided according to the flight ticket either automatically or upon client request, which can be done in the Order Management section and after a successful online check-in a generated boarding pass is sent to the client via electronic mail to the email address they have specified. The opportunity to do the online check-in and its date depend on the conditions of the particular airline company and it is inevitable that the client provides Flipo with all of the necessary data;
- d) 100% discount on the Flipo service fee for the provision of special services with the flight ticket, if their provision is possible and confirmed by the airline company (see the modification of special services in part A of these General Terms and Conditions);
- e) Discount on the next order of services through Flipo whose amount depends on the overall price of the flight ticket order together with which the client orders the Premium CS (the price will not reflect other services that have been ordered such as insurance, parking etc. nor will it reflect additionally bought services with the flight ticket, including special services). The discount rate is the following:

**The overall flight ticket price in the order: Discount rate:**

0-125 €	5 €
126-200 €	7 €
201-500 €	10 €
501 € or more	15 €

The discount is provided in the form of a unique discount code which is sent to the client after the flight ticket order has been issued by electronic mail to the email address they have specified. The discount can be used online during the next order and the code is valid for 3 months following the date of creation and sending. The discount is only connected to the service fee and it is not possible to use it to buy gift vouchers. Adequate provisions of these General Terms and Conditions governing gift vouchers will apply to the use of this discount.

2. It is not possible to cancel the Premium CS after the payment, the ordering fee of €15 (HUF 5,000)/order is non-refundable. The use of services and advantages resulting from the Premium CS is voluntary; if they are not used or only partially used, no claims for reimbursement arise, not even for an aliquot amount. The services and advantages that are included in the Premium CS cannot be transferred to a different order.

## **VI. [Accommodation - booking.com](#)**

1. Order of accommodation through the Hotels tab, or via links to an order of accommodation as an additional service in Order management, or by emails which are sent to the client following an existing order of other services is made by Booking.com B.V. which globally mediates orders of accommodation. The entire order as well as the payment are carried out in the reservation system of this company and Flipo does not have access to these client orders or payment data, data concerning the provision of the service included in the order or data about other additionally purchased products/services related to accommodation. In case of a complaint procedure related to such order of accommodation and other services, Flipo helps clients only with communication, it is not eligible to rule on respective complaints. Only Booking.com B.V. and its business partners – concerned accommodation facilities and potentially the providers of other ordered services – are eligible to rule. Flipo is not liable for the ordering process of accommodation and other services including the payment for ordered services, or for the proper provision of these services or other potential circumstances that occurred in relation to the order of accommodation. Flipo is not eligible to provide confirmations about orders which are carried out in such manner, these need to be requested from Booking.com B.V. or respective providers of accommodation and other services.

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## **E. [PRICELIST OF CHARGES IN THE GENERAL COMMERCIAL TERMS AND CONDITIONS](#)**

### **I. [Information pertaining to Flipo service charges:](#)**

Flipo charges a service charge for the provision of services related to the conclusion of a transport contract and the provision of a ticket, with every issued ticket. The service charge is part of the flight ticket price and is included in the total amount of the flight ticket shown to the client on the online offer, or in the case of an off-line booking in the offer sent by Flipo. This service charge is not charged additionally. The client is notified of the amount of the service charge in the Payment details and the sales receipt. The service charge is non-refundable if the legal and contractual terms are met.

Charges listed in the price list are charges that are determined by Flipo and do not include charges charged by the service provider (airline, accommodation, etc.) for the requested service for the given client. The amount of the supplier's charge depends on the individual conditions, the rules of which are contained in the business terms and conditions of the particular supplier. All charges for services provided by Flipo listed in this price list are non-refundable and do not include VAT, as it is not generally charged. If, due to the legal requirements, the VAT is charged, the applicable current VAT rates will be added to the applicable charge in this price list.

## II. Types of charge

AMENDMENT to a flight ticket prior to departure / after departure at the client's request - change of date and / or destination (if allowed by the airline), change of name, including typing error in name or change of name in the event of the client's marriage (if permitted by the airline) and other permitted changes	50.00 €
Cancellation of flight tickets at the client's request on the date of the ticket issuance (a.k.a. VOID) - does not apply to low-cost tickets except for some exceptions	50.00 €
Purchase of additional piece of luggage to the ticket	10.00 €/piece
Purchase a specific seat for non-low-cost tickets	10.00 €
Purchase a specific seat for low-cost tickets	5.00 € /direction
Online-Check-in and sending of the boarding pass	10.00 €/both directions /Passenger

Purchasing of special services to the ticket, for example, transport of sports equipment, musical instruments, transport of pets, etc.	10.00 €/piece
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AMENDMENTS to a flight ticket prior to or after departure performed by the airline, cancelled flights, change of time and the like	0.00 €
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CANCELLATION of flight ticket at client's request (if allowed by airline)	50.00 €
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Contractual fine for sending an arbitrarily rounded booking price on the part of the client	up to €5 according to the amount of the payment above the booking price
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