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1. INTRODUCTION

1.1 These General Terms and Conditions (“**General Terms**”) along with the Refund and Cancellation Policy, available at <https://www.kiwi.com/pages/content/refunds> (“**Refund Policy**”), and the Terms of Use, available at <https://www.kiwi.com/pages/content/terms> (“**Terms of Use**”), form the agreement between Kiwi.com and you as the customer (“**Agreement**”). Terms defined in these General Terms shall have the same meaning when used in the Refund Policy or the Terms of Use and vice versa. References to the singular include the plural and vice versa. Unless expressly stated otherwise, any references to articles are references to the articles within these General Terms.

1.2 These General Terms are applicable to services offered and provided by Kiwi.com through the website www.kiwi.com (“**Website**”), the iOS and Android mobile application (“**App**”) which are operated by Kiwi.com (collectively the “**Kiwi.com Platform**”) or by Kiwi.com through other means (e.g. through contact with our customer support team, or through third parties).

1.3 **Your relationship with Kiwi.com**

1.3.1 Whenever we mention “**Kiwi.com**,” “**we**,” “**us**,” and “**our**,” we mean either:

- (a) **Kiwi.com s.r.o.**, with a registered office at Rohanské nábřeží 678/25, 186 00, Prague 8-Karlín, Czech Republic, Company ID No.: 29352886, registered in the Commercial Register maintained by the Municipal Court in Prague, File No. C 387231, Tax ID No. CZ29352886, or
- (b) **Kiwi.com Inc.** with a registered office at 1221 Brickell Avenue, Suite 1115, Miami, Florida, 33131, United States, **if you fulfill the following criteria:** (i) your payment is made by a credit/debit card from Visa or Mastercard and is issued by US bank/registered issuer, and (ii) you make the payment for the respective Kiwi.com Service in USD currency.

1.3.2 When we refer to you as our customer, we use the terms “**customer**,” “**you**,” and “**your**.”

1.3.3 Any other individuals which you include in the Booking or for which you otherwise order any Kiwi.com Services or Third-Party Services shall be referred to as “**Other Passengers**.” Through completion of a Booking, you represent that you have obtained all the necessary legal authorization and consents from the Other Passengers for us to enter into the necessary agreements and to go through verification flows with the Third-Party Service Providers on their behalf and to provide Kiwi.com with their personal data. When it comes to any Third Party Service Reservation made in the name and on behalf of the Other Passengers, you represent that you have the authorization to act on their behalf.

1.4 Conclusion of the Agreement

1.4.1 The Agreement is concluded between you and Kiwi.com upon completion of a Booking or ordering of any Kiwi.com Service. The Agreement might be concluded in any of the fully supported languages available on the Kiwi.com Platform according to your choice made via the Kiwi.com Platform before the conclusion of the Agreement.

1.4.2 If you are a registered user, i.e. you have created an account under our Terms of Use, you have entered into the Agreement for all your future Bookings, and you will not be asked to confirm them again before each new Booking. We reserve the right to change these General Terms in the future. In case of any such change, we will inform you about the change and allow you to terminate the agreement with Kiwi.com by deleting your account within a specified period. Should this period expire without you terminating the Agreement, such changes shall be applicable for all new Bookings made thereafter.

1.4.3 An individual order under this Agreement as further described in these General Terms (“**Booking**”), shall be considered as concluded after you successfully complete all the following steps (“**Booking Process**”):

- (a) selection of the Third-Party Services, Additional Kiwi.com Services, and Virtual Ticket Conditions,
- (b) providing Kiwi.com with all the information required by the Kiwi.com Platform,
- (c) confirmation of the Booking via the dedicated action on the Kiwi.com Platform, esp. by using the final confirmation (payment) button; before

confirmation of the Booking, you can check the choices that you have made in the Booking Process as well as the information that you have entered and can make additional corrections or adjustments,

(d) payment of the Booking Price to Kiwi.com.

1.4.4 All concluded Bookings will be filed by us, and you may access them using your Kiwi.com Account (as defined in the Terms of Use).

1.5 Our Services

1.5.1 Kiwi.com operates as a search engine that allows you to search amongst the Carriages of hundreds of different Carriers and provides various related services. Pursuant to the conditions of these General Terms, we provide the following services:

- (a) **Initial Booking** (Section 2),
- (b) **Booking Management** (Section 3),
- (c) **Cancellation and Rebooking** (Section 5),
- (d) **Kiwi.com Guarantee** (Section 6),
- (e) **Customer Support** (Section 7),
- (f) **Refund Handling Services**, which are provided under the conditions of the terms of our Refund Policy. (Services listed in Art. 1.5.1 above to be referred to collectively as the “**Kiwi.com Services**”).

1.6 PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU LIVE IN THE UNITED STATES AND CONTRACT WITH KIW.COM, INC. UNDER THE TERMS SET FORTH IN THIS AGREEMENT, THIS AGREEMENT CONTAINS IMPORTANT INFORMATION THAT APPLIES TO YOU ABOUT RESOLUTION OF DISPUTES THROUGH BINDING ARBITRATION RATHER THAN IN COURT, INCLUDING A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS AND THE RIGHT TO OPT OUT, AND A LIMITATION ON YOUR RIGHT TO BRING CLAIMS AGAINST KIW.COM, INC. MORE THAN 1 YEAR AFTER THE RELEVANT EVENTS OCCURRED, WHICH IMPACTS YOUR RIGHTS AND OBLIGATIONS IF ANY DISPUTE WITH KIW.COM, INC. ARISES. SEE ARTICLE 11.4 FOR DETAILS ON THESE PROVISIONS.

2. INITIAL BOOKING

2.1 Kiwi.com enables you to search for offers from various third-party providers of personal transportation acting as traders (“**Carriers**”) for personal transportation (“**Carriage**”) and ancillary services related to the Carriages (“**Carrier Ancillaries**”).

2.2 Kiwi.com also enables you to combine the Carriages and Carrier Ancillaries offered by different Carriers into virtual itineraries (“**Itinerary**”), add further third-party services (“**Non-Carrier Ancillary Services**”) related to the Itinerary offered by non-Carrier third-party service providers acting as traders (“**Non-Carrier Ancillary Service Providers**”), as well as certain additional services related to the Itinerary provided by Kiwi.com (“**Additional Kiwi.com Services**”).

2.3 Carriage, Carrier Ancillaries, and Non-Carrier Ancillary Services shall be referred to collectively as the “**Third-Party Services**.” Carriers and Non-Carrier Ancillary Service Providers shall be referred to as the “**Third-Party Service Providers**.” Your orders of the

Third-Party Services with the individual Third-Party Service Providers shall be referred to as the **“Third-Party Service Reservations.”**

- 2.4 Upon completion of the Booking, you instruct Kiwi.com to broker the conclusion of all the various contracts with the Third-Party Service Providers on your behalf and provide you with all the necessary information to duly enjoy the Third-Party Services. The contracts concluded in your name on your behalf with the Carriers in accordance with your Booking shall be referred to as the **“Contracts of Carriage”** and the orders with the Carriers shall be referred to as the **“Carrier Reservations.”** Kiwi.com shall be authorized to perform any and all actions on your behalf necessary to order the Third-Party Services that best match the specification of your Booking. If we make Third-Party Service Reservations that do not match the specification of your Booking or we find the same for a lower price, we shall cancel them with the Third-Party Service Providers, request the refunds, and make the Third-Party Service Reservations again. We will keep the refunds received for these redundant reservations to cover the costs of the new ones. Any difference will be kept by Kiwi.com as the Kiwi.com Service Fee.
- 2.5 Under the conditions of your Booking and this Agreement, Kiwi.com brokers the conclusion of the Contracts of Carriage on your behalf between you and the Carriers. In some cases, Kiwi.com may conclude the Contracts of Carriage with the Carriers also on behalf of the Other Passengers. That means that you or the Other Passengers, as applicable, will become the party to the Contracts of Carriage and will be bound by their terms and conditions. It is your responsibility to familiarize yourselves with the terms and conditions of the Contracts of Carriage, and by completing the Booking, you declare that you have done so. This shall also apply to any other Carrier Reservations done on your behalf or on behalf of the Other Passengers under this Agreement (e.g. as part of the Kiwi.com Guarantee).
- 2.6 Virtual Details**
- 2.6.1 You hereby acknowledge and agree that for the purpose of reservation of the Third-Party Services, we may create a virtual email address and payment details dedicated to your Booking which shall be used while reserving the Third-Party Services (**“Virtual Details”**). That means that we may:
- (a) provide this virtual email address to the Carriers and other Third-Party Service Providers, and
 - (b) use the virtual payment details to pay the Carrier Reservation Price to the Carriers and the price for the Third-Party Services to the Third-Party Service Providers.
- 2.6.2 Furthermore, you acknowledge these Virtual Details to be your personal data and agree with the fact that these Virtual Details shall be transferred to the Carriers as your personal data while making the Carrier Reservations. That means that where the Carriers require the email address and payment details of the customer, we shall use these Virtual Details. For any cases where the Carriers might require the provision of the customer data as provided to us by the customer, you declare that these Virtual Details are provided by you to Kiwi.com.
- 2.6.3 The fact that we provide the Third-Party Providers with the Virtual Details also means that any information and payments from the Third-Party Providers shall be

received by Kiwi.com and passed on to you according to the conditions of these General Terms and the Refund Policy.

2.7 Virtual Interlining. One of the core advantages of Kiwi.com is our ability to combine flights into virtual itineraries where you can use connecting Carriages of Carriers who do not cooperate together (“**Virtual Interlining Itineraries**”) and therefore often travel for cheaper prices. When constructing the Virtual Interlining Itineraries, we use our best knowledge and effort to make sure that there is enough time to transfer and to cover the potential schedule changes, delays or cancellations, we offer our customers the option to buy the Kiwi.com Guarantee (Section 6). However, when choosing a Virtual Interlining Itinerary, you should be aware of the following:

2.7.1 during the layovers, you will need to collect and re-check your luggage, and

2.7.2 you will probably need to go through customs and government checks so you might need to have any visas or other required documentation, and fulfill other local entrance requirements to be able to enter the countries in your layover destinations.

2.8 Price Lock

2.8.1 The prices of Carriages are highly dynamic and tend to change often. To protect you and give you protection against this price volatility, Kiwi.com may offer to lock the price of a specific itinerary that you have found through the Kiwi.com Platform for a certain time period (“**Locked Term**”). Unless specified within the offer otherwise, the Locked Term shall be 72 hours from the moment of your confirmation and payment of the fee as specified below.

2.8.2 The protection against the changes shall apply up to a certain price difference which will be communicated to you within the offer (“**Locked Limit**”). If the Carrier Reservation Price changes within the Locked Term and the increase is lower or equal to the Locked Limit, you will be able to complete the Booking for the original price of the Carriages offered which was displayed to you at the time when you locked it.

2.8.3 If you complete the Booking with the locked price, the price difference shall be deducted from or added to the Kiwi.com Service Fee. The locked price shall only be applicable to the specification of the Booking as selected at the time of the confirmation and payment of the Price Lock Fee - if you add Third-Party Services or select other paid additions in the Booking Process while completing the locked Booking, the overall Booking Price will change.

2.8.4 In consideration of this option, you will be required to pay a reservation fee in the amount specified within the offer (“**Price Lock Fee**”).

2.8.5 Should the price difference at the time of your attempt to complete the Booking be higher than the Locked Limit, we shall refund you the Price Lock Fee. If you attempt to complete the Booking but the Carriage has been sold out, we will refund you the Price Lock Fee as well. The terms of the Refund Policy shall apply. We reserve the right to offer you to pay the difference exceeding the Locked Limit and complete the Booking anyway.

3. BOOKING MANAGEMENT

3.1 “Booking Management” is an assistance service consisting of:

- 3.1.1 receiving all communication from the Third-Party Service Providers related to ordered Third-Party Services, processing the received communication, choosing the important information necessary for your enjoyment of the ordered Third-Party Services, and providing you with this information via our communication channels,
 - 3.1.2 performing online check-in with the Carriers in your Booking on your behalf and on behalf of the Other Passengers based on the information which you provided us with for this purpose and information which was otherwise collected about you or might be apparent from any of our previous interactions, and
 - 3.1.3 accepting or rejecting alternative Carriages offered by the Carriers in case of cancellation or a schedule change caused by the Carrier as further explained in Art. 3.8 - 3.10 below.
- 3.2 We shall only have the obligation to perform the check-in according to the Art. 3.1.2 if you provide us with all the required information within the periods specified by us within the Kiwi.com Platform.
- 3.3 As part of the Booking Management, as offered by us, upon your request and payment of respective prices as charged by the Third-Party Service Providers and as possible under your contractual relationship with the Third-Party Service Providers or agreements between the Third-Party Service Providers and Kiwi.com, we shall:
 - 3.3.1 process changes of your Third-Party Service Reservations, and
 - 3.3.2 process your requests to order further Third-Party Services. (The services listed above are to be referred to collectively as the “Additional Booking Management Services.”)
- 3.4 For the provision of the Additional Booking Management Services, we shall have the right to a fee whose amount will be communicated to you before your confirmation and payment of this service (“**Processing Fee**”). The default amount of the Processing Fee is 30 EUR (or an equivalent amount in your selected currency) per request. You have the option to lower or remove the Processing Fee through the purchase of a corresponding option in the Booking Process under the conditions described therein. When we offer to make additional Carrier Reservations on your behalf as part of the Additional Booking Management Services, the displayed price shall include the Carrier Reservation price and a Kiwi.com Service Fee.
- 3.5 For the performance of the Booking Management and Additional Booking Management services, you hereby authorize Kiwi.com to perform any and all actions on your behalf necessary to provide these services or, should Kiwi.com deem necessary to do so, to ensure the successful provision of the ordered Third-Party Services by the Third-Party Service Providers to you to best match the specification of your Booking, incl. any necessary communication with the Third-Party Service Providers in our name or your name.
- 3.6 In an effort to offer you the best prices for the Carriages, in some cases, we make the Carrier Reservations via channels or third parties which do not allow us to give you access to the user interfaces of the Carrier Reservations (e.g. Global Distribution Channels or Booking Partners). In such cases, you will have to process all your requests with the Carriers through our Additional Booking Management Services.
- 3.7 **Compensations recovery referral.** Upon completion of your Booking, you instruct us to provide you with services of claim recovery referral. For the purpose of provision of the

referral, you hereby instruct us to assess your eligibility for any compensation claim and to infer (under our sole discretion) that it is appropriate to refer you to the services of a third-party company AirHelp Germany GmbH (“AirHelp”). If we conclude that you might be eligible for compensation by the Carriers, we will send you an invitation to order compensation enforcement services from AirHelp. You are not obliged to have your claims enforced this way. The fee for the services provided by AirHelp shall be governed by your agreement with AirHelp.

- 3.8 **Virtual Interlining - Schedule Changes.** For our Virtual Interlining Itineraries, where we have the option to accept or reject alternative Carriages offered by the Carriers on your behalf, we shall do so based on the impact of this offered alternative on your ability to board the next Carriage in your Itinerary, i.e. whether you will have enough time in the specific layover destination for the self-transfer as explained in Art. 2.7 (“**Self-transfer Time Requirement**”).
- 3.9 If any of the offered alternatives meet the Self-transfer Time Requirement and the change between the original and the new departure is less than 24 hours, we shall accept the offered Carriage that in our opinion best matches the specification of your original Itinerary and inform you about this change. If none of the offered alternatives meets the Self-transfer Time Requirement, we will reject them and request a refund. This is considered a Refund Handling Service and the conditions of the Refund Policy shall apply.
- 3.10 In cases where at least one of the offered alternatives meets the Self-transfer Time Requirement (or if there is no further connecting Carriage) but the difference between the original departure and the new departure for any of the offered alternatives would be more than 24 hours, where possible, we shall inform you about the change and allow you to decide whether to accept any of the offered alternatives. If you do not inform us about the decision via designated means within the timeframe that we specify, we will request a refund. This is considered a Refund Handling Service and the conditions of the Refund Policy shall apply.

4. FEES, COSTS, AND CHARGES

- 4.1 The price which you pay for the Booking (“**Booking Price**”) consists of:
- 4.1.1 the price of the Carriage and Carrier Ancillaries (“**Carrier Reservation Price**”) which is paid to the Carriers for the completion of the Carrier Reservations,
 - 4.1.2 the price of the Non-Carrier Ancillary Services (“**Non-Carrier Ancillary Services Price**”) which is paid to the Non-Carrier Ancillary Service Providers for the reservation of the Non-Carrier Ancillary Services, and
 - 4.1.3 the fee for the Kiwi.com Services (“**Kiwi.com Service Fee**”) which consists of, as applicable,
 - (a) the fee for the reservation of the Carriage and Carrier Ancillaries,
 - (b) the fee for the reservation of the Non-Carrier Ancillary Services, and
 - (c) the fees for the Additional Kiwi.com Services (e.g. Kiwi.com Guarantee), higher tiers of customer support services (Section 7), Virtual Guarantee Conditions or other Kiwi.com Services selected in the Booking Process.
- 4.2 The breakdown of the Booking Price into the Carrier Reservation Price, the Non-Carrier Ancillary Services Price, and the Kiwi.com Service Fee is available to you during the

Booking Process and is displayed by hovering over the “Total.” The Carrier Reservation Price is further broken up into the price of the Carriage (base fare) and the Carrier Ancillaries. In some cases, the Kiwi.com Service Fee has a negative value. That means that Kiwi.com is actually subsidizing the price to offer you a lower Booking Price.

4.3 Prices of Carriage

4.3.1 Although we always try to have the most accurate and up-to-date information about the Carrier Reservation Prices, these prices tend to be very volatile and sometimes may even change seconds after you finish your Booking. Therefore, we cannot always guarantee that the price which we offer to you in the Booking Process is the price offered at that exact moment by the Carriers.

4.3.2 Once you complete the Booking, we subsequently try to order all the Third-Party Services which you have chosen, including the individual Carriages. However, the Carrier Reservation Price for which we manage to purchase those Carriages might change in the meantime and therefore be a little different from the price which was displayed to you in the Booking Process. If there is a reasonable difference (within our discretion) between the price which was displayed to you in the Booking Process and the actual Carrier Reservation Price, Kiwi.com shall complete the Carrier Reservation anyway and the difference shall be added to or deducted from the Kiwi.com Service Fee.

4.3.3 Furthermore, even if you choose connecting Carriages offered by a single Carrier (e.g. a return flight), we generally order individual one-way Carriages to each of the destination airports in your Booking. That means that the displayed Carrier Reservation Prices will be a combination of the one-way Carriages as offered by the Carrier and therefore might be in a given instance slightly different from the price of the connecting Carriage offered by the Carrier.

4.4 **Price Change.** As explained in Art. 4.3.1, sometimes, the Carrier Reservation Prices change in the time between your completion of the Booking and our attempt to complete the Carrier Reservations on your behalf. To a certain degree, Kiwi.com shall cover the difference. However, if the price difference exceeds our internally determined ratios, at our full discretion, we reserve the right to request you to pay the difference before purchasing the Carriages or to refund you the Booking Price in accordance with Section 2 of the Refund Policy.

5. REBOOKING AND CANCELLATION CONDITIONS

5.1 Kiwi.com offers Carriages from many different Carriers who set different conditions for the schedule changes and cancellations of the Carriages initiated by the customers as well as different conditions for refunds of the Carrier Reservation Prices for canceled flights. To make these terms unified, Kiwi.com provides you with specific conditions under which you may reschedule or cancel the Carriages in your Booking under pre-agreed conditions between you and Kiwi.com.

5.2 This means that based on the choice of these conditions during the Booking Process, Kiwi.com will provide you with different offers for rebooking of Carriages (“**Rebooking Service**”) and cancellation of Carriages (“**Cancellation Service**”) under your Booking. The specific parameters of the rebooking and cancellation conditions shall be detailed to you during the Booking Process.

5.3 The cancellation and rebooking conditions exist solely between you and Kiwi.com. Your acceptance of these terms only determines the offers provided to you by Kiwi.com after the completion of the Booking and does not have any effect on the rights and obligations between you and the Carriers. Therefore, even if you do not have the right to reschedule or cancel the Carriage under the cancellation and rebooking conditions of Kiwi.com, you still might have those rights under your Contract of Carriage. If you choose to exercise your rights under the Contract of Carriage with the Carrier yourself, without the assistance of Kiwi.com, the cancellation and rebooking conditions of Kiwi.com shall not apply. However, please be aware that due to the nature of our services, as explained in Art. 3.6, it might not always be possible to give you all the necessary information which the Carrier might require for the verification of your identity on its usual communication channels and customer interaction points.

5.4 CANCELLATION SERVICE AND CANCELLATION SERVICE FEE – **READ CAREFULLY**

5.4.1 If you order the Cancellation Service, in consideration of the guaranteed refund amount as indicated in the Booking Process, Kiwi.com shall have the right to a fee in an amount based on the selected cancellation conditions ("**Cancellation Service Fee**") as follows:

- (a) If you have selected the limited cancellation conditions (Saver & Standard or equivalent packages), for Bookings with a Booking Price exceeding €20 (or an equivalent amount in the currency in which you paid the Booking Price), Kiwi.com shall have the right to a fee equal to €10 less than the Carrier Reservation Price (or an equivalent amount in the currency in which you paid the Booking Price). That means that **Kiwi.com shall refund you €10** (or an equivalent amount in the currency in which you paid the Booking Price). For Bookings with a Booking Price equal to or lower than €20 (or an equivalent amount in the currency in which you paid the Booking Price), Kiwi.com shall have the right to a fee equivalent to 100% of the Carrier Reservation Price and therefore, we shall not give you any refund.
- (b) If you have selected the flexible cancellation conditions (Flexi or equivalent package), Kiwi.com shall have the right to a fee equal to 20% of the Carrier Reservation Price. That means that in case of a cancellation, **Kiwi.com shall refund you 80% of the Carrier Reservation Price.**

5.4.2 Once you order the Cancellation Service, Kiwi.com shall pay you the guaranteed amount up-front and deduct the Cancellation Service Fee from any amount which it will receive from the Carrier after the cancellation of the Carriage. Should Kiwi.com receive nothing or less than the Cancellation Service Fee, it waives the right to the difference between the recovered amount and the Cancellation Service Fee.

5.4.3 The Cancellation Service shall be considered as a Refund Handling Service under the Refund Policy and the conditions of its Section 3 shall apply.

5.5 Rebooking Service

5.5.1 If you order the Rebooking Service, Kiwi.com shall cancel your original Carrier Reservations and make a new Carrier Reservation on your behalf according to your specifications under the following conditions:

- (a) If you have selected the limited rebooking conditions (Saver or equivalent packages), you will be required to pay the whole Carrier Reservation Price and an additional Kiwi.com Service Fee. Kiwi.com shall request a refund for the original canceled Carrier Reservation according to the conditions of the Cancellation Service under Art. 5.4.1(a). For Bookings with a price exceeding €20, the €10 refund will be deducted from the offered price for the new Carriage.
- (b) If you have selected the flexible rebooking conditions (Standard & Flexi or equivalent packages), you will only be required to pay the difference between the price of your original Carrier Reservation and the new Carrier Reservation. Should the price of the new Carrier Reservation be lower than the original Carrier Reservation, we will make it on your behalf and no additional payment shall be required from you. Kiwi.com shall request a refund for the original canceled Carrier Reservation according to the conditions of the Cancellation Service under Art. 5.4.1(b). Kiwi.com will use the refund consisting of 80% of the Carrier Reservation Price to cover the costs of the new flight (should the price of the new Carrier Reservation be less than the refund, Kiwi.com will keep the remainder).

5.5.2 Under the flexible rebooking conditions, you will have the right to order the Rebooking Service under the Art. 5.5.1(b) only once. Furthermore, if your Booking also includes the flexible cancellation conditions, upon ordering the Rebooking Service under the Art. 5.5.1(b), you will lose the right to order the Cancellation Service under the conditions of the Art. 5.4.1(b) and will only have the right to order it under the conditions of the Art. 5.4.1(a).

5.6 Unless otherwise specified, you may order the Cancellation and Rebooking Service up to 48 hours before the start of the first Carriage in your Itinerary. If you purchased the Flexi or equivalent package less than a week before the first departure, it is possible up to 4 hours before.

6. KIWI.COM GUARANTEE

6.1 Kiwi.com Guarantee is a paid Additional Kiwi.com Service offered by Kiwi.com to provide its customers with extra protection, as further defined in this Section 6 ("Kiwi.com Guarantee"), in case of:

6.1.1 cancellations of your Carriage,

6.1.2 delays, schedule changes, or other events caused by the Carrier, the airport, or the authorities which are capable of preventing you from boarding one or more Carriages in your Itinerary or that will cause a delay on the arrival of the last Carriage by more than 24 hours ("Disruptions").

6.2 You may purchase Kiwi.com Guarantee prior to the completion of your Booking for a fee that shall be displayed or otherwise communicated to you within the offer. If Kiwi.com offers you the purchase of the Kiwi.com Guarantee after the completion of your Booking, unless explicitly stated otherwise within the offer, the following shall apply:

6.2.1 if there is any indication about the expiration of the offer, it shall remain valid for a specific period as indicated in the offer, otherwise, it shall be considered as a one-

time offer only and shall expire if you don't react to it or otherwise dismiss it,

6.2.2 the offer shall be invalidated in case a Disruption occurs on one or more of the Carriages in your Booking,

6.2.3 if you purchase the Kiwi.com Guarantee after the Disruptions on one or more of the Carriages has already happened but Kiwi.com had not yet been informed about the Disruption by the Carrier, we shall have the right to withdraw from the agreement on the Kiwi.com Guarantee and will not be obliged to provide any fulfillment under this Section 6. In such a case, we shall refund you the purchase price for Kiwi.com Guarantee.

6.3 Upon purchase of the Kiwi.com Guarantee, in case of any Disruption, depending on the remaining time until the departure of the Carriage at which such Disruption is communicated to us, according to further conditions set out within this Section 6, you will have the rights as follows:

6.3.1 If we learn about the Disruption 48 hours or more before the departure of the first Carriage in your Itinerary ("**Scenario A**"), you will have the right to one of the fulfilments under Art. 6.4.

6.3.2 If we learn about the Disruption 48 hours or less before the departure of the first Carriage in your Itinerary ("**Scenario B**"), you will have the right to one of the fulfilments under Art. 6.5.

6.4 **Scenario A – More than 48 hours before departure.** Under Scenario A, you will have the right to choose one of the following options:

6.4.1 Refund in Kiwi.com Credit. Upon confirmation of your choice, Kiwi.com shall immediately award you with the Kiwi.com Credit equivalent to the value of the Booking Price.

6.4.2 Free assisted refund. Via confirmation of this option, you are ordering the Refund Handling Service under the conditions of Art. 3.4.3 of the Refund Policy for which Kiwi.com shall not charge any Refund Handling Fee. That means that we shall request the refund from the Carrier and we will send it to you after we receive it according to the conditions of the Refund Policy.

6.4.3 Arrangement of an Alternative Carriage. As soon as we learn about the Disruption, we will try to search for an alternative Carriage or a combination of Carriages that would allow you to successfully reach your destination according to the specification of your Booking ("**Alternative Carriage**"). Upon your confirmation of this option and, if required, payment of the price difference (as detailed below), we shall proceed to order these Alternative Carriages. Conditions of Section 2 shall apply correspondingly. For the arrangement of the Alternative Carriage, we may ask you for additional charges under the following conditions:

- (a) If the Carrier Reservation Price of the Alternative Carriage is equal or lower than the Carrier Reservation Price of the Carriages in your original Itinerary, we will add the Alternative Carriage to your Booking at no additional charge.
- (b) Should the Carrier Reservation Price of the Alternative Carriage exceed the Carrier Reservation Price of the Carriages in your original Itinerary, we will offer you to add such an Alternative Carriage to your Booking for the additional fee equal to the difference between the two prices.

6.5 **Scenario B – Less than 48 hours before departure.** Under Scenario B, you will have the right to choose one of the following options:

6.5.1 Arrangement of an Alternative Carriage under the conditions described in Art. 6.4.3,
or

6.5.2 Refund. Kiwi.com shall give you a choice of either a monetary refund or refund in the form of Kiwi.com Credit equivalent to the value of:

- (a) the Booking Price if the Disruption was communicated to us either by you or the Carrier prior to the departure of the first Carriage in your Itinerary, or
- (b) the price paid to Kiwi.com for the unused Carriages if the Disruption was communicated to us either by you or the Carrier after the departure of the first Carriage in your Itinerary.

6.6 Kiwi.com reserves the right to offer you additional fulfilments under Kiwi.com Guarantee at its sole discretion. In such a case, Kiwi.com shall make it clear that these additional options are offered as a fulfillment under the Kiwi.com Guarantee. For any such offers, the conditions of this Section 6 shall apply.

6.7 The individual options under Scenario A and Scenario B as described above are going to be presented to you through the Kiwi.com Platform or by our staff via our customer support communication channels. The choice might be time-limited and in case of expiration of the time period indicated by Kiwi.com in the offer, you will lose the right to the fulfillments under this Section 6.

6.8 **ASSIGNMENT OF YOUR RIGHTS – READ CAREFULLY**

6.8.1 Upon confirmation of any of the options under the Kiwi.com Guarantee as defined in the Art. 6.4, 6.5, or 6.6 offered to you by Kiwi.com in any way, you assign to Kiwi.com all your rights, titles, and claims against all the Carriers in the Booking where the Kiwi.com Guarantee was offered, arising in connection with any Disruptions in those Carriages to a refund of the Carrier Reservation Price under your Contract of Carriage, general contract law, or based on:

- (a) Regulation (EC) No. 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or a long delay of flights, and repealing Regulation (EEC) No. 295/91 (“**EC261**”),
- (b) Regulation (EU) No. 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending regulation (EC) no 2006/2004,
- (c) Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers’ rights and obligations, or
- (d) any similar applicable national or international act (law, ordinance, regulation, treaty, precedent etc.) that gives you similar rights, titles or claims to a refund against Carriers in case of a Disruption (“**Disruption Claim**”).

6.8.2 For the avoidance of doubt, the Disruption Claim shall always include only the claims to a refund of the Carrier Reservation Price and not any other possible claims, such as the compensations under Art.7 EC261.

- 6.8.3 You agree to provide with all reasonably requested authorizations, documentation and assistance in order to enable us, or our authorized subcontractors, to enforce, challenge, or otherwise process the Disruption Claims.
- 6.8.4 Should the amount received through successful enforcement of the Disruption Claims exceed our expenses connected to the fulfillment provided in accordance with the Art. 6.4, 6.5, or 6.6, we will transfer to you the difference upon your request.
- 6.8.5 Please note that we waive the assignment of the Disruption Claims to the extent to which you accept the offer for the provision of services consisting of enforcement of the Disruption Claims by any Third-Party Service Providers, e.g., company AirHelp Germany GmbH, provided that such Third-Party Services were acquired through Kiwi.com.

6.9 Limitations of the Kiwi.com Guarantee. Under certain conditions, your rights under this Section 6 shall be limited or completely inapplicable. **PLEASE READ THIS SECTION CAREFULLY.**

- 6.9.1 **Excluded scenarios.** The Kiwi.com Guarantee does not apply in cases where the Disruptions are caused by extraordinary circumstances affecting the third parties involved in the completion of the Carriages. Such circumstances may, in particular, be strikes that affect the operation of a Carrier or an airport, significant limitations of airport(s), bus, and train station(s) and/or operations of other places of transition, as well as bankruptcy, and/or insolvency or termination of 50% or more of all Carriages of the Carrier or any other effect which significantly limits or disables the Carrier to provide its services. Unless specifically agreed otherwise, in these cases, we shall have no obligations to provide you with any of the fulfillments described under this Section 6 and you shall not have the right to any of the rights defined therein.
- 6.9.2 **Visa or Travel Document issues.** Kiwi.com shall not be obligated to provide any fulfillment under this Section 6 in case of a Disruption arising out of your failure to ensure that you have all the correct and adequate passport documentation with sufficient validity to cover your entire Itinerary, visas, or other travel documents required by any Carriers or authorities of the country of your departure, your destination country, and any countries through which you are transiting through and whose laws apply to you.
- 6.9.3 **Changes to your Reservations of Carriages.** If you make any changes to the reservation of your Carriages directly with the respective Carriers without obtaining prior agreement from Kiwi.com which a) change the schedule of any Carriages in your Booking, b) change customer contact details or c) add a checked bag to a No-Checked-Bag Itinerary (see Art. 9.4), you will lose your rights under this Section 6.
- 6.9.4 **Missing the first Carriage.** If you fail to board the first Carriage in your Itinerary due to a situation that is not a Disruption (as defined in Art. 6.1), you will lose your rights under this Section 6.

6.10 Transfer Protection

- 6.10.1 We offer limited protection against Disruptions even to the customers who did not purchase the Kiwi.com Guarantee where the Disruption is communicated to us by the customer, the Carrier, is otherwise discovered by us less than 1 hour prior to the departure of the first Carriage in the Itinerary under the conditions further specified

in this Art. 6.10 (“**Transfer Protection**”). The Transfer Protection is not provided for Bookings consisting of Carriages offered by the Carriers as part of a single reservation issued on a single ticket (e.g. single PNR flights).

6.10.2 Under the Transfer Protection, you will have the right to either the arrangement of an Alternative Carriage or the free assisted refund (to be chosen by us), as defined by the Art. 6.4.2 & 6.4.3. For these fulfillments, the conditions of Section 6 shall apply to the same extent as if it was a fulfillment under the Kiwi.com Guarantee.

6.10.3 **Limitation to the Transfer Protection.** You will lose your rights under the Transfer Protection if you do not comply with any of the following rules:

- (a) you have to contact us by telephone or let us know via the designated self-support feature of our Platform as soon as possible after you find out about the disruption, but no later than 24 hours after the original time of the departure of the Carriage affected by the Disruption,
- (b) you have to respond to our offer as soon as possible, but no later than 24 hours after this offer is communicated to you,
- (c) if it is requested from you by Kiwi.com, you need to submit any receipts which you seek reimbursement for within 14 days after the original time of the departure of the Carriage affected by the Disruption.

7. CUSTOMER SUPPORT SERVICES

7.1 Kiwi.com generally provides you with digital tools via the Kiwi.com Platform which allows you to solve various issues which you might face in relation to your Booking. However, we understand that these tools might not always present the right solution for you, or that you might just prefer contact with a live agent. For such cases, we provide text and voice channels to raise questions or requests with our customer support team

7.2 In the Booking Process, you have the option to choose the level of our customer support services, which govern what communication channels with our customer support team will be available to you in relation to the Booking and what will be your relative priority while calling our customer support via phone. The Basic services are provided by default and are included in the Kiwi.com Service Fee. The Plus and Premium services are provided upon purchase for an additional fee specified in the Booking Process.

7.2.1 Basic services

- (a) You will have the option to contact our customer support via the respective features of the Kiwi.com Platforms and via phone under the conditions described within the Kiwi.com Platforms.
- (b) The customers with Plus and Premium services will have a higher priority in the waiting queues while calling our customer support via phone.

7.2.2 Plus services

- (a) You will be able to use the same communication channels as with the Basic services.
- (b) You will have a higher priority in the waiting queues while calling our customer support via phone than customers with Basic services but lower than customers with the Premium services.

7.2.3 Premium services

- (a) You will be able to use the same communication channels as with the Plus services.
- (b) You will have a higher priority in the waiting queues while calling our customer support via phone than customers with Basic and Plus services.

8. KIWI.COM CREDIT

- 8.1 Kiwi.com Credit is untransferable, irredeemable credit with assigned value usable exclusively by you for the full or partial payment of the Bookings and other Kiwi.com Services (“**Kiwi.com Credit**”).
- 8.2 The Kiwi.com Credit shall be accredited to you in cases defined by the General Terms, the Refund Policy, or under an agreement concluded between you and us in a specific case. In some circumstances, solely within the discretion of Kiwi.com, Kiwi.com Credit might also be accredited to you by the unilateral choice of Kiwi.com. In case you have the right to the Kiwi.com Credit under the Agreement, we shall accredit it to you without undue delay after we assess that your right to them is given. We reserve the right to remove Kiwi.com Credit which was accredited to you by a mistake or without fulfillment of the contractual or other conditions that would give you the right to the Kiwi.com Credit.
- 8.3 Please note that the Kiwi.com Credit is inseparable from your Kiwi.com Account (as defined in the Terms of Use). The information about the Kiwi.com Credit at your disposal is accessible via the relevant sections of the Kiwi.com Platform. Your email address provided by you in relation to this Booking is interconnected with your credit account and necessary for signing into the section of the Kiwi.com Platform.
- 8.4 If the Kiwi.com Credit is accredited in relation to your Booking, it shall be in the currency of the original Booking. Otherwise, Kiwi.com shall have the right to choose the currency of the accredited Kiwi.com Credit. The currencies of the Kiwi.com Credit are not exchangeable. Kiwi.com Credit of multiple currencies may be accredited to your account.
- 8.5 You may use your unexpired valid Kiwi.com Credit available in your Kiwi.com Account as the non-monetary payment method to pay for the Bookings and other Kiwi.com Services. In case of such payment, the value of your Kiwi.com Credit shall be deducted from the price up to its full amount. Once the given value of Kiwi.com Credit is used as a payment method for Kiwi.com Services, it loses its validity and cannot be used again.
- 8.6 The use of the Kiwi.com Credit shall be subject to the following conditions:
 - 8.6.1 It can only be used for payments within the Kiwi.com Platforms,
 - 8.6.2 You must be registered and signed in to the Kiwi.com Account in relation to which you were accredited by the particular Kiwi.com Credit,
 - 8.6.3 You must opt for the use of the Kiwi.com Credit on the payment step (if and as available for that particular payment),
 - 8.6.4 For a single payment, only Kiwi.com Credit denominated in one currency may be used (as per your selection). We reserve the right to enable you to combine the Kiwi.com Credit of multiple currencies to pay for a single Booking – in such case, the Kiwi.com Credit denominated in a different currency than the currency of the purchased Booking shall be converted using predefined up-to-date exchange rates (you will be informed about the rates before the final confirmation of your payment).

- 8.6.5 The currency in which the price is denominated shall be automatically changed in order to correspond to the currency of the Kiwi.com Credits which you select;
- 8.6.6 If the value of the Kiwi.com Credit available in your Kiwi.com Account is not sufficient to cover the whole price to be paid, you must pay the difference using any other payment method supported by us for such purpose, as available (note: the alternative payment methods such as PayPal, Sofort or China Union Pay are not combinable with the Kiwi.com Credit);

8.7 Restrictions of the Kiwi.com Credit.

- 8.7.1 The Kiwi.com Credit is valid for 24 months after it has been accredited. Once the validity of the Kiwi.com Credit expires, it shall be forfeited permanently.
- 8.7.2 The Kiwi.com Credit may be used solely as defined in the Agreement and may not be sold, bartered, exchanged, or otherwise transferred to any third party without the prior consent of Kiwi.com.
- 8.7.3 The Kiwi.com Credit is not refundable, convertible to money, or any other performance unless stated expressly in this Agreement.
- 8.7.4 Unless expressly agreed by Kiwi.com, with an exception for purchase of Kiwi.com Services in the context of legitimate use in business operations, it is prohibited to use Kiwi.com Credit for any commercial activity for you or any third party.
- 8.8 Without prejudice to other legal claims available to us, any breach of the terms of the Agreement, wilful misuse of the Kiwi.com Credit for your commercial activities, or in a fraudulent manner may result in invalidation and permanent forfeiture of all your Kiwi.com Credit without prior notice or any compensation.

9. SMART TICKETING

- 9.1 Sometimes, the pricing policies of the Carriers do not make a lot of sense, and a return Carriage may be cheaper than a one-way Carriage, or a connecting Carriage through a certain destination may be cheaper than a direct Carriage to that destination. You may use those policies to your benefit and travel for a cheaper price. The purchase of Carriages where you intend to finish your trip at a place that is not the last airport on the itinerary, or the purchase of a return Carriage intended to be used only on the outbound portion is what we call a **“Smart Ticket”**.
- 9.2 While searching for available Carriages throughout the internet, we sometimes come across such instances of pricing irregularities and may offer you the option to add the Smart Tickets into your Booking through the Kiwi.com Platforms. Where we do so, will be made clear to you through a clear label and explanation. You should be aware that certain Carriers seek to prevent this practice and impose restrictions and measures in their Contracts of Carriage concerning Smart Tickets. If you intend to purchase a Smart Ticket, we recommend that you check the Contracts of Carriage of your chosen Carriers before you complete the Booking.
- 9.3 If you ever find yourself in a situation where a legal claim is brought against you by a Carrier in relation to the Smart Tickets in your Booking due to the alleged breach of the Carrier's contractual clauses which are considered unbalanced, disproportionate, or abusive, let us know and we will try to offer you assistance. Such assistance may be e.g. reimbursement of the costs of your legal expenses, assistance in the legal proceeding, or

reimbursement of the amount claimed by the Carrier. Provision of any such assistance is entirely at our discretion and we will decide based on the individual circumstances of your case. Furthermore, a prerequisite to any assistance under this Article is your full cooperation and timely provision of all required information.

- 9.4 **No-Checked-Bag Itinerary.** Sometimes, we also offer special Itineraries with limited possibility to include a checked bag due to short layover times or other such limitations (“**No-Checked-Bag Itinerary**”). This is communicated to you before you make the Booking. For No-Checked-Bag Itineraries, it is not possible to add checked luggage through the Kiwi.com Services and you should not try to add them directly with the Carriers. If you do, we are not responsible for any financial or other obligations which might arise from you not being able to board your Carriages or you losing your luggage.

10. REPRESENTATION AND LIMITED WARRANTY

- 10.1 We represent and warrant to you, that we shall provide the Kiwi.com Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and shall devote adequate resources to meet our obligations under the Agreement.
- 10.2 In cases of our defective performance, you shall file a complaint using our customer support without undue delay and in any case within 6 months, and you can request:
- 10.2.1 in case of the rectifiable defect a reasonable discount from the price or rectification of the defect, or
- 10.2.2 in case of the non-rectifiable defect and material breach of contract a reasonable discount from the price or withdrawal from the Agreement.
- Complaints must be resolved within 30 days.
- 10.3 EXCEPT FOR THE GUARANTEE SET FORTH IN SECTION 6 AND THE WARRANTY IN ARTICLE 10.1 ABOVE, WE DO NOT MAKE ANY OTHER WARRANTIES/GUARANTEES WHATSOEVER, WITH RESPECT TO THE SERVICES INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE PROVISION OF THE CUSTOMER SUPPORT SERVICES DOES NOT IMPLY OUR OBLIGATION, REPRESENTATION, OR WARRANTY REGARDING THE PROVISION OF ANY REQUESTED INFORMATION, COMMUNICATION, OR SERVICES THAT IS NOT SET FORTH EXPLICITLY IN THE AGREEMENT.
- 10.4 PLEASE NOTE THAT WE RESERVE THE RIGHT TO PROVIDE YOU (UNDER OUR SOLE AND EXCLUSIVE DISCRETION) WITH MORE FAVORABLE TERMS AND CONDITIONS OF THE KIWI.COM SERVICES OR ANY OTHER SERVICES PROVIDED UNDER THE AGREEMENT THAN THOSE WE ARE OBLIGED TO FOLLOW HEREUNDER. WE MAY DO SO ON AN INDIVIDUAL BASIS OR WITHIN ANY TIME- AND/OR TERRITORY-LIMITED CAMPAIGN, BUT ALWAYS WITHOUT ANY PREJUDICE TO THE FUTURE TREATMENT OF YOU OR ANY OTHER OF OUR CUSTOMERS, OR WITHOUT ESTABLISHING THE BINDING PRACTICE PREVAILING THE RULES SET FORTH HEREIN. AT ANY TIME WE MAY CEASE TO PROVIDE OR MODIFY SUCH BENEFICIAL TREATMENT UNDER OUR SOLE AND

EXCLUSIVE DISCRETION, NEVERTHELESS, WITHOUT AFFECTING THE BENEFITS ALREADY PROVIDED.

10.5 Disclaimer of liability

10.5.1 We are not liable for any damage, harm, or loss arising out of:

10.5.1.1 any actions or omissions of the Carriers or other third parties in connection with the Carriages. Nor are we liable for any damage, harm, or loss arising out of your actions or omissions that are contrary to these General Terms or the Contracts of Carriage concluded between you and the Carriers,

10.5.1.2 any changes that you make to your Carrier Reservations without prior consultation with Kiwi.com.

10.5.2 We shall bear no responsibility for any damage and other negative consequences, such as denied boardings, cancellations of the Carrier Reservations, cancellations of loyalty programs of the Third-Party Service Providers, etc., related to the fact that we have brokered the Third-Party Services with the Third-Party Service Providers (especially Carriers) under the conditions of these General Terms and conditions chosen in the Booking.

11. DISPUTE RESOLUTION

11.1 **Amicable dispute resolution.** Prior to the commencement of any of the below methods of dispute resolution, please try to contact us through our contact form available at: www.kiwi.com/en/help/contact/ first to resolve any of your complaints or suggestions.

11.2 **Jurisdiction for disputes with Kiwi.com s.r.o.** In cases of disputes with Kiwi.com s.r.o. the courts of the Czech Republic shall have complete jurisdiction over all disputes arising between you and Kiwi.com s.r.o.

11.3 Dispute resolution for EU consumers

11.3.1 All consumers residing in EU countries are, prior to filing any legal action with a court, entitled to commence the out-of-court settlement of their dispute with us, provided that any such dispute between an EU consumer and us has not been successfully settled directly. The institution in charge of out-of-court settlements for the EU consumer disputes with our company is the Czech Trade Inspection Authority (coi.cz). More information on out-of-court settlements of consumer disputes may be found here (<https://www.coi.cz/en/information-about-adr/>).

11.3.2 Pursuant to EU Regulation No. 524/2013, EU consumers are also entitled to commence the out-of-court settlement of consumer disputes online through the ODR platform for the online resolution of consumer disputes accessible at (ec.europa.eu/consumers/odr).

11.3.3 If you are a consumer and have your habitual residence in the EU, you may bring a claim to enforce your consumer protection rights in connection with the Agreement in the Czech Republic or in your country of residence.

11.4 **US dispute resolution — mandatory arbitration if you live in the United States and contract under this Agreement with Kiwi.com, Inc.** THIS ARTICLE (THE “**ARBITRATION AGREEMENT**”) APPLIES TO YOU ONLY IF YOU LIVE IN THE UNITED STATES AND HAVE CONTRACTED WITH KIW.COM, INC. UNDER THE TERMS OF THIS AGREEMENT. PLEASE READ THIS ARTICLE CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR

LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

The following provisions are important with respect to the agreement between you and Kiwi.com, Inc. regarding the Kiwi.com Platform pursuant to this Agreement. Subject to the provisions below, including exceptions set forth in this Article 11.4, you and Kiwi.com, Inc. agree to arbitrate any disputes, claims, or controversies arising out of or relating to this Agreement and/or your use of the Kiwi.com Platform (for the purpose of this Article individually a “**Dispute**,” or more than one, “**Disputes**”).

11.4.1 Initial Dispute Resolution. Most Disputes between you and Kiwi.com, Inc. can be resolved informally. You and we agree to present all Disputes in good faith to one another, giving each party enough time to evaluate the claim and respond accordingly, before commencing any arbitration or court proceedings, as permitted herein. You and we agree that all Disputes may be resolved within 60 days of the party that claims there is a Dispute giving notice to the other party, and Disputes that are not resolved within that timeframe can be resolved as described below before either party can initiate arbitration regarding any Dispute.

11.4.2 BINDING ARBITRATION.

(a) Scope of Arbitration Agreement

The parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (for the purpose of this Article 11.4, the “**FAA**”) will govern its interpretation and enforcement.

The parties agree that after completing the informal dispute resolution process in Article 11.4.1, any remaining Disputes can be resolved through binding individual arbitration, rather than by a court of law, except as otherwise provided below. If the parties’ Dispute involves some arbitrable claims and some non-arbitrable claims, all non-arbitrable claims must be stayed until completion of the arbitration. This Arbitration Agreement shall apply to all Disputes, including those that arose or were asserted before the effective date of this Arbitration Agreement. By agreeing to this Arbitration Agreement, you and Kiwi.com, Inc. expressly agree not to initiate or participate in any existing or future class, collective or representative actions against the other, as set forth in Article 11.4.2. (d).

Notwithstanding any other provision in this Agreement, this Arbitration Agreement will not require arbitration of the following types of claims: (a) small claims actions brought on an individual basis that are within the scope of such small claims court’s jurisdiction, (b) injunctive or other equitable relief to prevent the actual or threatened infringement, misappropriation or violation of a party’s confidentiality rights or copyrights, trademarks, trade secrets, patents or other intellectual property rights (which, to be clear, does not include matters regarding a customer’s personal data), and (c) claims not subject to arbitration as a matter of generally applicable law, after accounting for FAA preemption. Additionally, to the extent a Dispute seeks public injunctive relief that is found to be a cognizable claim, such Dispute must be resolved by a court of law, and stayed pending the resolution of the

arbitration of any related Dispute.

To the extent the parties are permitted under this Arbitration Agreement to have a Dispute resolved by a court of law rather than in arbitration, you and Kiwi.com agree that such Disputes shall be litigated exclusively in state or federal courts in Miami-Dade County, Florida. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such disputes.

(b) **Arbitration Rules and Forum**

The arbitration will be conducted exclusively through the American Arbitration Association (“**AAA**”) through a single mutually agreed upon arbitrator, in accordance with the provisions of the AAA’s Consumer Arbitration Rules, available at www.adr.org.

To start an arbitration, you can get submission instructions at:

<https://adr.org/Support>. Kiwi.com, Inc. will pay filing fees up to the extent required and as defined in the AAA Consumer Arbitration Rules, but in no greater amounts other than set forth therein. If, however, the arbitrator determines that claims were filed for the purposes of harassment or were patently frivolous, the arbitrator can reallocate the arbitrator’s compensation and administrative fees, including the filing and hearing fees, as set forth in the AAA Consumer Arbitration Rules. The arbitration rules also permit you to recover attorneys’ fees in certain cases. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Arbitration will take place on a documents-only basis or you can choose to conduct the proceedings by telephone, video, or in-person. For in-person arbitration, the proceedings will be in the city or county where you reside.

- (c) **Arbitrator Powers.** The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Dispute, including, but not limited to, any claim that all or any part of this Agreement is void or voidable, or whether a Dispute is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity, provided that such relief (including injunctive relief) is limited to your individual circumstances. Notwithstanding the requirements of this arbitration provision, if the Dispute involves a claim for public injunctive relief, you may choose to sever that claim from the arbitration proceeding and bring it in any court of proper jurisdiction. The arbitrator’s award shall be written and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.
- (d) **Waiver of Jury Trial.** You and Kiwi.com, Inc. waive any rights to sue in court and receive a judge or jury trial, except as otherwise specified in this Arbitration Agreement.

- (e) **Waiver of Consolidated Actions.** You and Kiwi.com, Inc. agree to waive any right to have Disputes decided on a class, collective or representative basis, except as set forth in this Article 11.4 ("**Class Action Waiver**"). In any case in which (1) Disputes are filed as a class, collective, or representative action and (2) a civil court of competent jurisdiction finds all or part of the Class Action Waiver unenforceable, the class, collective, and/or representative action must be litigated in a civil court of competent jurisdiction. This provision does not prevent you or Kiwi.com, Inc. from participating in a settlement on a class-wide, collective, or representative basis. Unless you and we both agree in writing, the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of representative or class proceeding.
- (f) **ONE YEAR LIMITATION PERIOD / LIMITATION ON LEGAL ACTION.** YOU AND KIWI.COM, INC. AGREE THAT YOU MUST INITIATE ANY PROCEEDING OR ACTION AGAINST KIWI.COM, INC. WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE THAT IS ARISING OUT OF OR RELATED TO THIS AGREEMENT. OTHERWISE, YOU FOREVER WAIVE THE RIGHT TO PURSUE ANY CLAIM OR CAUSE OF ACTION, OF ANY KIND OR CHARACTER, BASED ON SUCH EVENTS OR FACTS, AND SUCH CLAIM(S) OR CAUSE(S) OF ACTION ARE PERMANENTLY BARRED.
- (g) **Severability.** If it is determined that any part of this Arbitration Agreement cannot be enforced as to a particular claim for relief or remedy (such as injunctive relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in a court of proper jurisdiction and any other claims must be arbitrated.
- (h) **Opt-Out.** YOU MAY CHOOSE TO OPT OUT OF ARBITRATION AND PURSUE YOUR CLAIM(S) IN COURT BY NOTIFYING US OF YOUR INTENT TO DO SO WITHIN 30 DAYS FROM THE DATE YOU AND WE CONCLUDED THE AGREEMENT (the "**Opt-Out Deadline**"). You may opt out of these arbitration procedures by sending an email with your name, booking number, and travel dates via email to cslegal@kiwi.com. IF YOU WISH TO DO SO, YOU MUST OPT OUT OF ARBITRATION FOR EACH BOOKING MADE WITH US. If you do not inform us of your intent to opt out in the manner described above by the "Opt-Out Deadline", you will be unable to pursue the claims against us in court.
- (i) **Choice of Law.** To the extent state substantive law applies to any Dispute, the law of the State of Florida shall apply, without regard to conflict of law provisions.
- (j) **Survival.** This Arbitration Agreement survives the end of the relationship between you and Kiwi.com, Inc., including cancellation of or unsubscribing from any services provided by Kiwi.com, Inc.

12. GENERAL PROVISIONS

12.1 Cancellation of the non-processed Booking. Until we order any of the Third-Party Services in your Booking, you may cancel the Booking and we will send you the Kiwi.com Credit in the amount equivalent to the Booking Price. After we book any of the Third-Party Services, you are no longer entitled to cancel your Booking. If we fail to order the Third-Party Services according to the specifications of your Booking within a reasonable time after you complete the Booking for reasons outside of our influence, for example if

12.1.1 your payment was declined by our fraud detection service,

12.1.2 the price changed and you declined to pay the difference,

12.1.3 the ticket which you ordered was sold out before we managed to book it,

12.1.4 we were unable to book the ticket due to a technical issue on our side or on the side of the Carrier or Non-Carrier Ancillary Service Provider,

12.1.5 some of the information you provided to us was invalid or missing and therefore it was not possible to finish the reservation with the Carrier or Non-Carrier Ancillary Service Provider,

12.1.6 you already made the same order, and our systems detected that the order was a duplicate, both we and you may cancel the Booking and we will refund you the Booking Price. In this case, we also reserve the right to contact you and try to find an alternative solution which would satisfy your needs and settle the differences between the original price and the price of the alternative.

12.2 Exclusion of the 14-Day Withdrawal Period. Given the character and nature of the Kiwi.com Services, you shall not have the right to withdraw from the Agreement within a 14-day period after its conclusion, or at any time thereafter, even if you are a consumer residing in an EU member state. The directive 2011/83/EU on consumer rights granting the right to withdraw from the contract to consumers is not applicable to the Agreement under the exception provided by the Art. 3.3.(k) of the directive 2011/83/EU on consumer rights. Also, we will start providing Kiwi.com Services immediately after completion of your Booking, i.e. before the expiration of the 14-day withdrawal period according to directive 2011/83/EU on consumer rights and your completion of the Booking will be considered as your request for and the explicit consent with the immediate provision of the Kiwi.com Services.

12.3 Communication. Whenever these General Terms or any applicable laws give us a duty to inform you about any matter, such duty shall be considered as fulfilled if we deliver this information to you:

12.3.1 via email, SMS or mobile push notification,

12.3.2 through our employees or agents telephonically, or

12.3.3 within the user interface of the Kiwi.com Platforms, including the help-desk or chat messaging features, internal notifications, announcement banners, etc.

All information requirements under the directive 2011/83/EU on consumer rights shall be fulfilled via email.

12.4 Visas. We are under no obligation to advise you to obtain visas nor assist you in obtaining visas or obtain visas for you to the destinations that you will visit and/or pass through during your Carriages. However, we do generally advise you that some of the destinations may require a visa from you and that it is your responsibility to obtain the required visas

early enough, and at your own expense. Please note that when using our services, you might be required to obtain transit visas in order to check-in for the connecting Carriages.

- 12.5 Severability.** If any of the provisions of the Agreement is found to be invalid or ineffective, the other remaining provisions shall remain fully valid and effective to the extent that they are not dependent on such an invalid or ineffective provision. In such an event, any invalid or ineffective provision shall be replaced with a new, valid and effective one that corresponds to the intent and purpose of the provision that is being replaced.
- 12.6 Governing Law.** The Agreement and any legal relations established under it or derived from it, including issues of its formation and validity, shall be governed by the laws of the Czech Republic with the exclusion of any rules on conflict of laws. If you are a consumer, you additionally enjoy the standard of protection afforded to you by mandatory provisions of the law of your country of residence.
- 12.7 Force majeure.** You nor we shall be liable for any failure to fulfil the duties and obligations in terms of this Agreement where such failure is caused by any circumstance or condition beyond respective party reasonable control, the occurrence of which could not have been reasonably foreseen and which, despite the exercise of diligent efforts could not have been prevented, limited or minimised (including but not limited to acts of God, natural disasters, epidemics, wars, civil conflicts, protests, riots, blackouts, strikes, any governmental or regulatory action, outage or restrictions of supplies of goods or services, restrictive travel orders and recommendations).
- 12.8 Fraudulent Transactions.** To ensure the high standard of our services and to protect our business against fraudulent transactions, we reserve the right to:
- 12.8.1** perform verification of the payment methods used to pay for Kiwi.com Services to detect potential frauds (incl. by using external fraud prevention solutions) and suspend the provision of any ordered Kiwi.com Services until the payment is verified, in which event your funds will be blocked at your bank until the issue is resolved, and
 - 12.8.2** cancel any ordered Third-Party Services based on Bookings that were paid for via fraudulent payment or the Kiwi.com Credit in a way that would give us the right to invalidate them under the Art. 8.8, request any available refunds from the Third-Party Service Providers, and use them to recover the losses incurred by Kiwi.com in relation to the fraudulent transaction.
- 12.9 Seller of Travel.** Kiwi.com, Inc. is registered with the:
- 12.9.1** State of California as a Seller of Travel, Registration Number CST 2130807. California law requires certain sellers of travel to have a trust account or bond. Kiwi.com, Inc. has a trust account.
 - 12.9.2** State of Washington as a Seller of Travel, Registration Number 604456736 001 0001.
 - 12.9.3** State of Iowa as a Seller of Travel.
 - 12.9.4** State of Florida as a Seller of Travel, Registration Number ST 42135.
- 12.10 Applicability and amendments.** These General Terms shall apply from January 15th, 2024. We reserve the right to amend these General Terms, Refund Policy, or Terms of Use at any time and without prior consultation with our customers. If you have concluded this Agreement by creating the Kiwi.com Account as described in 1.4.2, we will inform you

about any changes to these General Terms with sufficient time before their applicability and give you the option to withdraw from the contract.