



TERMS AND CONDITIONS

The present Terms and Conditions is an agreement between a website visitor or a client and Compensair Pte.Ltd. a company incorporated in Singapore ("Compensair"), individually the "Party" and collectively the "Parties" to this Agreement. Compensair works closely with professionals that provide only high quality services in order to achieve the best possible result in collecting your money from the air companies. Depending on your case we choose the best approach that will suit your situation as well as a particular service provider to make the process of collecting your compensation or refund faster. The agreement regulates the terms under which Compensair offers the information and services (including services provided by the partners) on its website. The services of Compensair are only offered in the case when the Client has accepted the present Terms and Conditions.

1. Definitions

1.1. "Application" – a form filled by the Client on the website compensair.com, which contains Personal Data of the Client.

1.2. "Case" – the passenger's dispute for monetary Compensation that arose because of flight cancellation, delay or in other circumstances caused by the airline.

1.3. "Client" – the passenger, who enters into Agreement with Compensair.

1.4. Compensair Pte.Ltd. - a company registered in Singapore with its registered office at 20 Cecil street, #05-03 Plus Postal 049705.

1.5. Compensair Business Group Pte.Ltd. - a company registered in Singapore with its registered office at the Octagon, 105 Cecil street, #06-02H, Postal 069534 that provides Compensair and its clients with the consulting services.

1.6. "Compensation" – the amount of money that a passenger has the right to claim from an airline for a flight delay or cancellation.

1.7. "Partner" – an individual or a legal entity, who entered into the contractual relations with Compensair for the purpose of providing services, marketing or information campaign on Compensair service.

1.8. "Services" – access to information, consulting services, including but not limited to provision of flight information, airline information, airport information, other travel related information, information about air passenger rights, consumer protection laws and other services provided by our Partners, such as intermediary financial services and other services that the Parties may agree on.

1.9. "Service fee" - the amount of compensation agreed in accordance with the Payment Policy.

1.10. "Website" - Compensair.com and our partners websites, where our iframe widget is available.

1.11. "Website visitor" – someone who views/goes to the Website.

Payment Policy, Privacy Policy and Cookie Policy are integral parts of the Terms and Conditions.

2. General Terms

2.1. By accepting these Terms and Conditions, the Client agrees with all provisions in the Terms and Conditions as well as with provisions in the Privacy Policy, Cookie Policy and Payment Policy, that can be accessed at the Website.

2.2. Along with contractual relations with Compensair, the Client may participate in marketing or bonus programs of Compensair. In this case, relevant contractual provisions of Compensair with third parties, Partners of such programs, become an integral part of the present Agreement. By participating in marketing or bonus programs, the Client gives Compensair the right to share their personal data with third parties - providers of such programs.

2.3. By entering into the Agreement with Compensair, the Client declares that he is entitled to enter into this Agreement on his behalf or on behalf of the (fellow) claimant(s) indicated by him and has legal capacity to do so. In case of a warrant's breach by the Client, Compensair has a right to terminate the Agreement unilaterally with the Client notification.

2.4. By accepting Terms and Conditions the Client hereby agrees to engage Compensair and its partners to provide the Client with the Services.

2.5. The Client has the right to terminate the Contract within 7 (seven) days from the date of its conclusion unless Compensair sends relative documents to the airline within these 7 (seven) days.

2.6. The Client warrants that at this point the Compensation is not being pursued by him personally or by any third party and no legal dispute is pending between the Client and the airline on the same matter. In case of warranty breach by the Client, he undertakes all the responsibilities, including obligation to pay court and legal fees related to their claim.

2.7. After entering into the Agreement, the Client grants Compensair and its partners the right to recover Compensation for the Client's benefit, entrusts Compensair and its partners to receive Compensation on the balance or bank account of Compensair and undertakes an obligation not to pursue the claim on his own and start any litigation or ADR procedure, as well as assign it to any other party without the consent of Compensair. In case of warranty breach by the Client and receiving Compensation or other type of remuneration, including but not limited to a Voucher/Free ticket from the airline or third parties after entering into the Agreement with Compensair, the Client is obliged to transfer the agreed Service Fee to the bank account of Compensair Business Group Pte.Ltd.

2.8. After the acceptance of the Terms and Conditions the Client shall be obliged to forward any correspondence records regarding the Case (if such exist) to Compensair and cease further negotiations with the concerned airline (if any) and direct any contact made by the airline to Compensair.

2.9. If the Client receives any direct payments or Compensation/Voucher/Free ticket or any other types of remuneration from the airline or third parties regarding the Case after entering into the Agreement, the Client shall be obliged to inform Compensair without delay and transfer the agreed Service Fee to the bank account provided by Compensair Business group Pte.Ltd.

2.10. The Client is obliged to provide Compensair with full, truthful and accurate information necessary to pursue the Case over the term of the Agreement.

2.11. The Agreement terminates, when:

2.11.1. Compensation is successfully recovered, and transferred to the Client with a deduction of an established Service Fee.

2.11.2. Compensair has established that it would be futile to continue to pursue the Case after conducting an in-depth review of the case and has advised the Client to stop further work.

3. Rights and duties

3.1. Compensair shall assist the Client in negotiations with the airline for the recovery of Compensation, according to the law applicable to the Client's particular air travel.

3.2. Compensair shall update the Client on the main stages of dispute settlement.

3.4. In case the Compensation is successfully collected the sum shall be transferred from the Balance to the Personal bank account with a deduction of an agreed Service Fee (the fee amount is agreed according to the Compensair Payment Policy or by Partner's program terms).

3.5. The Client acknowledges that after filling the Application, they transfer the right of any decision making with respect to dispute resolution to Compensair.

3.6. Compensair shall engage third parties to make a decision to whether or not initiate legal proceedings for the recovery of the Compensation. It is the sole decision of Compensair and engaged third parties to bring an action before the court. The Client will be informed of such a decision no later than 7 (seven) days before the commencement of proceedings.

3.7. In the event of legal proceedings, a contracted legal representative will be used for legal action, the Client allows Compensair to grant the contracted legal representative access to all of the data communicated to Compensair and allows the legal representative to transfer information concerning the proceedings to Compensair. Where any other additional documents are required for the legal action, the Client undertakes to provide such additional documents.

3.8. The Client is permitted to withdraw the instructions to initiate legal proceedings at any time. In this case, the Client will be obliged to reimburse any legal costs sustained by Compensair or its partners.

4. Remuneration terms

4.1. Client shall pay Compensair Business Group Pte.Ltd. a Service Fee only in case of successful collection of Flight Compensation.

4.2. All funds collected from the Airline and third parties after the Agreement has been entered into that relate to the Client's case will be regarded as having been collected as a result of efforts and activities of Compensair and its partners.

4.3. The Client acknowledges that touristic vouchers or offers of any other services may not be accepted as Compensation. Voucher offer or other alternatives is to be considered as the rejection for Compensation.

4.4. The Client acknowledges that Compensair has a right to consider partial compensation payment as the rejection for Compensation. It is the sole decision of Compensair and its partners to accept or reject the partial compensation payment. Compensair makes the appropriate decision in accordance with careful examination of the all circumstances of the Case.

In case when Compensair accepts partial compensation payment, the client is guaranteed to receive the appropriate amount of Compensation net of charges.

4.5. In case the Agreement with Compensair is concluded via Partner or another corporate agreement, the fee structure, payout options, currency conversion and similar might be different depending on the specific level of services provided and individual terms agreed upon.

5. Processing of Client's Personal Data

5.1. The obtaining, processing and storage of personal data of the Clients by Compensair is covered by the existing data protection legislation of Singapore and General Data Protection Regulation 2016/679.

5.2. Compensair obtains, processes and stores the personal data of the Client in accordance with Privacy Policy, Cookie Policy and Payment Policy.

6. Final provisions

6.1. Compensair is authorized to alter Terms & Conditions and set forth additional conditions at any time and without notice, except for changes that have a negative impact on the Client.

6.2. Compensair specifies processing times of the application and complaint by default. The time limits for considering a claim by the airline, as well as by non-judicial and judicial authorities, are relative and do not depend on Compensair.

6.3. The laws of Singapore apply to the Terms & Conditions, the Agreement and/or any other document concluded in relation to the Terms & Conditions and the

Agreement, except if otherwise agreed in the specific document which is satisfactory to Compensair.

6.4. Any dispute, controversy or claim, arising out of or relating to the Terms & Conditions, its breach, termination or validity shall be finally settled in the respective court of Singapore subject to the rules of jurisdiction.

6.5. If any provision of Terms & Conditions is held to be illegal, invalid or unenforceable by a court or arbitral tribunal, the other provisions of Terms & Conditions will remain in full force and effect.

6.6. In case of discrepancies of the English version of Terms & Conditions and any other language, the English text shall prevail.