

The rules and regulations

§1

The Definitions

1. The Price List – forms an integral part of the Terms and Conditions specifying acceptable currencies, methods of payment and any fees charged by Passenger Rights.
2. The Purchase Price for the Receivables – the price for which Passenger Rights purchases the Receivables from the Client.
3. The Legal Action – a legal proceeding initiated in connection with a legal claim or a claim addressed to another public body in the event of an Air Carrier, within the meaning of Regulation 261/04, failing to recognise a payment request in favour of Passenger Rights within the timeframe determined in the pre-litigation procedure.
4. The Client – a natural person vested with full legal capacity who has accepted the Terms and Conditions.
5. The Consumer – a natural person engaged in a legal act with Passenger Rights not directly connected with the economic or professional activity of the natural person.
6. The Flight – a flight organised by an Air Carrier in connection with which a Client is pursuing a Claim.
7. The Compensation – compensation due on the basis of the provisions of Regulation 261/04, specifying the Compensation's lump sum payments, which in specific circumstances may be due to passengers of an Air Carrier as a result of a passenger being refused boarding, a flight cancellation or a flight delay. For the purposes of the Agreement, the Parties agree that the Compensation shall be the amount of money paid by the Air Carrier in favour of Passenger Rights as a result of the acceptance of a Claim at the pre-litigation stage, a judicial decision, a settlement (irrespective of the stage of its conclusion and with the reservation that the terms and conditions of the settlement may be freely determined by Passenger Rights), a decision of a relevant administrative body or otherwise paid out by the Carrier, at the Carrier's discretion. The Compensation shall not include any other costs, including interest, the costs of legal actions, the costs of legal representation and enforcement representation and similar costs that are due in their entirety exclusively to Passenger Rights and the payment of which should be made directly to the bank account of Passenger Rights.
8. Passenger Rights – Passenger Rights S.A., with its registered seat in Warsaw at Aleje Ujazdowskie 22 lok. 5, 00-478 Warsaw, registered in the Register of

Business Entities maintained by the District Court for the Capital City of Warsaw, in Warsaw, XII Commercial Division of the National Court Register (NCR) under NCR No. 742480, with Tax ID number (NIP) 5213681825 and statistical number (REGON) 147493129, with a fully paid up share capital of PLN 155,820.

9. RODO – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 regarding the protection of natural persons in connection with the processing of personal data and on the free flow of such data and the repeal of Directive 95/46/EC (general regulation on the protection of data).
10. The Claim – a claim of the Client for the payment of Compensation against an Air Carrier compliant with national, community and international provisions concerning passenger rights that Air Carriers are required to observe.
11. The Air Carrier – a European Community air carrier taking off from an airport located within the territory of a Member State or taking off from a third country to a Member State, as well as a carrier that is not a European Community carrier but which operates a flight from a Member State to a third country holding a valid licence for conducting the relevant activity, operating a flight or else that intends to operate a flight in accordance with an agreement concluded with a passenger.
12. The Regulation 261/04 – Regulation (EC) No. 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing the common rules on the provision of compensation and assistance to passengers in the event of denied boarding and the cancellation or extended delay of flights, and repealing Regulation (EEC) No. 295/91.
13. The Agreement – the mutual understanding between the Client and Passenger Rights concluded upon the acceptance of the Terms and Conditions by the Client. Such understanding concerns the issue of the pursuit of the Compensation by Passenger Rights in connection with which the Receivables Transfer Agreement is concluded.
14. The Receivables Transfer Agreement – the agreement relating to the transfer in favour of Passenger Rights of the receivables due to the Client under the Client's Claims against the Air Carrier.
15. The Terms and Conditions – such terms and conditions specifying the contents of the agreement concluded between Passenger Rights with the Client, the rules of the Receivables Transfer Agreement as well as provisions regulating the use of the delayfix.com internet site.
16. The Receivables – the receivables due to the Client as the Compensation for a delay/cancellation of a flight pursuant to Regulation 261/04 in connection with the decision of the European Court of Justice on Joined Cases C-402/07 and C-432/07.
17. The Rules and Regulations – these Rules and Regulations available on the <https://delayfix.com/regulamin> website.

§2

The Agreement and its terms and conditions

1. The Rules and Regulations determine, in particular, any technical requirements required in connection with the use of the IT system (personal computer, laptop, etc.) used by the Client.
2. The Client may access these Rules and Regulations at any time via the link located on the home page of the Passenger Rights website, download it and

print out a hard copy hereof.

3. The condition for concluding an agreement with Passenger Rights is prior familiarity with all of the provisions of these Rules and Regulations. The Client should have access to a computer or terminal device that has:
 - a) internet access;
 - b) a correctly configured web browser of any type; and
 - c) an active and correctly configured email account.
4. Provided relevant prior consent is granted by the Client, Passenger Rights shall store on the Client's computer cookie files that are required in connection with the conclusion of the Agreement. The files stored on the Client's computer shall not affect the configuration of the operating system or software of the Client and may be removed at any time.
5. The Client may, at any time, delete the above-mentioned cookie files or else block the storage of cookie files with the use of options made available to the Client by the web browser used by the Client.
6. Passenger Rights shall have the right to refuse to seek Compensation on behalf of the Client in the event of the occurrence of events beyond the control of Passenger Rights that preclude the possibility of obtaining the Compensation. In the event of such refusal, Passenger Rights shall inform the Client of such fact without undue delay; however, in any case, within a period of time not exceeding 11 months from the date on which the Flight was completed, and if the Flight was not completed, from the date it originally should have been completed.
7. The acceptance of the Terms and Conditions and the conclusion of the Receivables Transfer Agreement by the Client shall be understood as the expression of consent to the wording thereof by the Client. The expression of such consent shall proceed with the use of any given electronic device connected to the internet, and it shall consist of the completion by the Client of a relevant form made available on www.delayfix.com in which the Client will submit such details as the first name, surname and email address of the Client, the name of the Air Carrier, the flight number, the flight date and flight ticket number.
8. After accepting the Terms and Conditions and after concluding the Receivables Transfer Agreement, the Client shall receive at the email address provided thereby a link to the internet address of www.delayfix.com at which address the Client shall be required to approve the accepted Terms and Conditions and the concluded Receivables Transfer Agreement. Depending on the given type of electronic device used by the Client, such approval shall proceed by way of the Client clicking on the relevant information field or by marking the appropriate box by touch. Such approval will be saved on www.delayfix.com and shall specify the date and hour of such approval as well as the IP number of the device used by the Client to provide such approval.
9. The Acceptance of the Terms and Conditions and the conclusion of the Receivables Transfer Agreement may also be realised by way of the Client providing their written approval of the Terms and Conditions as well as of the Receivables Transfer Agreement by signing the same with the use of a computer mouse, which shall be equivalent to concluding an agreement in document form within the meaning of Art. 772 of the Civil code.
10. In the event the Air Carrier refuses to pay the Compensation within the time period specified in the pre-litigation proceedings; however, within no more than 30 days, Passenger Rights shall be entitled to initiate a Legal Action for the purpose of enforcing the payment of the Receivables. If the Legal Action is initiated, the provisions of the Price List shall apply to such Legal Action, as indicated in §4 of these Rules and Regulations.

§3

The declarations and obligations of Passenger Rights

1. Should it become required to effectively claim the Compensation, Passenger Rights shall be entitled to initiate the Legal Action in the event the Air Carrier fails to fulfil the Claim within the term indicated to the Air Carrier in the pre-litigation summons or the Air Carrier fails to commence negotiations relating to the amicable payment of the Compensation.
2. Passenger Rights declares that should the enforcement of the Compensation prove to be infeasible, either legally or factually, then it shall not charge the Client any costs whatsoever in respect of its involvement in the respective case, and Passenger Rights shall solely bear the requisite costs connected with such case.

§4

The declarations and obligations of the Client

1. The Client declares that it has full legal capacity and full capacity to perform legal acts.
2. The Client declares that there are no impediments to the conclusion of the Agreement by the Client.
3. The Client shall be required to send, at the Client's own cost, to Passenger Rights' address any originals of any documents relating to the Flight (in particular the relevant flight ticket(s) and, if possible, the associated boarding card(s)) within 14 days from the date of the conclusion of the Agreement.
4. The Client shall be required to submit to Passenger Rights the data relating to the Flight and information connected with the fulfilment of the Agreement or information that might be required in connection with the execution of the Agreement. The data regarding the Flight may be submitted to Passenger Rights through www.delayfix.com by way of other electronic and IT solutions supported by Passenger Rights, as well via electronic mail or telephone. The relevant telephone number and email address can be found on Passenger Rights' website.
5. A Client that travelled with a juvenile child that concludes the Agreement in the name of the latter as the child's legal guardian shall be required to submit to Passenger Rights, at its own cost, within 14 days from the date of the conclusion of the Agreement, the birth certificate of the child. If the Client is the legal guardian of such child but not the parent thereof, then the Client shall be required to submit to Passenger Rights, at its own cost, within 14 days from the date of the conclusion of the Agreement, a relevant document evidencing the granting to the Client of legal custody of such juvenile child.
6. The Client declares that it grants its consent to making available or entrusting to entities providing legal services and cooperating with Passenger Rights under this Agreement the following:
 - their personal data, such as their first name and surname, home address, telephone number, email address, IP address and the data contained in the documents evidencing the Client's identity (if the Client makes such documents available to Passenger Rights); and
 - any information connected with the Flight and relating to the fulfilment of the Agreement, and in the case referred to in pt. 6 above, the personal data of the juvenile child in the name of which the Client concluded the Agreement.

7. In the case of entrusting the processing of data, the processing entity shall be required to process data in a manner observing the requirements of RODO, as well as any other provisions applicable to the processing of entrusted data that are binding during the course of the performance of the Agreement. Taking into account technical know-how, the cost of implementation and the nature, scope, context and aims of processing such data, the risk of the infringement of the rights or freedoms of natural persons, and the probability of the occurrence and weight of such risk, the Processing entity shall implement applicable technical and organisational means in order to ensure a level of safety and security corresponding to such risk. Such processing of personal data shall include the following personal data: first name and surname, home address, telephone number, email address, IP address and the data contained in the documents evidencing the identity of the Client (if the Client makes such documents available to Passenger Rights).
8. The Client shall be required to refrain from accepting travel vouchers, cheques or any other benefits offered by the Air Carrier. Such proposals and offers of the Air Carrier shall be regarded as a refusal to pay the Compensation.
9. The Client declares that any documents and information submitted to Passenger Rights in furtherance of the performance of the Agreement are true and complete and that it shall bear full liability in connection therewith.
10. The Client declares that in the event of the the direct payment of the Compensation (or other costs in accordance with the definition of the term Compensation) by the Air Carrier in any manner and in any form whatsoever in favour of the Client, the Client shall immediately inform Passenger Rights of such payment and shall within 14 days pay the entire sum of the received Compensation as well as any other costs to the bank account of Passenger Rights maintained by BNP Paribas Bank Polska S.A., account number: 19 1750 0012 0000 0000 3213 6346. Subsequently, the payment of the Purchase Price for the Receivables in favour of the Client shall proceed in accordance with the provisions of the Price List.

§5

The protection of personal data

1. Passenger Rights shall process the personal data submitted by the Client in the scope required to perform the Agreement. Redundant data submitted by the Client to Passenger Rights shall be immediately deleted.
2. The processing of personal data shall be conducted in accordance with the RODO provisions and in compliance with other generally binding provisions connected with the protection of personal data, in particular, the Act of 10 May 2018 regarding personal data protection. Pursuant to the RODO provisions, Passenger Rights shall be deemed an administrator of the Client's personal data. The submission of personal data will be done at the Client's discretion; however, its collection and processing is necessary for the performance of the Agreement, to which the Client is a party. Any gathered data shall be made available to third parties exclusively in connection with the process of pursuing the Compensation and on the basis of the Agreement. The Client shall be entitled to access the contents of the Client's data and to correct it.
3. Passenger Rights may make the personal data of the Client available to bodies entitled to access such data on the basis of applicable legal provisions and with recourse to the Agreement of data entrusting concluded in writing, to the entities providing services, or as part of its disclosure, if these entities are engaged in an Administrator - Administrator relationship.

4. Passenger Rights shall submit the Client's personal data or otherwise make it available to third parties exclusively based on the following terms and conditions:
 - a. the Client has granted its consent thereto;
 - b. if the provision of such data serves a given direct purpose connected with the original objective for which the personal data has been obtained;
 - c. if the provision of such data is necessary in connection with preparing for or conducting negotiations or performing the Agreement in favour of the Client; and
 - d. if the provision of such data is required by applicable legal provisions or Passenger Rights is required to make such disclosure pursuant to an order from an administrative body or a court of law.
5. The Client declares that it has familiarised itself with the Privacy Policy of Passenger Rights.
6. On the basis of Art. 6 sect. 1 letter f. of the RODO regulations, in connection with the conclusion and performance of this Agreement, the personal data of the Client shall be stored by Passenger Rights for the duration of the performance of this Agreement and for the term required to establish, pursue and/or defend against claims connected with the performance of this Agreement. Any persons engaged in connection with the conclusion and performance of this Agreement, as well as individuals being a Party or representatives of the Parties, shall be afforded the right to access the contents of their own data and shall be entitled to modify, delete, or restrict the processing thereof, as well as the right to transfer such data and object to the processing thereof. Such Parties shall also have the right to submit a complaint to the Chairman of the Office of Personal Data Protection should the processing of their personal data infringe the RODO provisions.
7. The personal data of the Client shall not be subject to profiling. Passenger Rights shall refrain from submitting the personal data of the Client to a third country or to an international organisation for any purpose other than seeking the Compensation.

§6

Termination of and withdrawal from the Agreement

1. In the event the Client provides Passenger Rights with incorrect data or information, Passenger Rights will be entitled to terminate the Agreement with immediate effect. As a result of the termination of the Agreement as result of the above, Passenger Rights shall be required to transfer the Receivables to the Client within seven days of the date of such termination, and the Client shall be required to return the entire amount of the obtained Purchase Price for the Receivables to the bank account of Passenger Rights maintained by Paribas Bank Polska S.A., account number: 19 1750 0012 0000 0000 3213 6346, within seven days of the date of termination of the Agreement.
2. Passenger Rights hereby informs the Client that as a consumer that has concluded an agreement outside the premises of a company, the Client may withdraw from the Agreement, without stating the reasons therefor, by submitting a relevant notice in writing within 14 (in words: fourteen) days from the conclusion of the Agreement. In order to observe such term, all that is needed is to notify Passenger Rights, either in oral or written form, or else in any other form as selected by the Consumer, of the submission of the declaration of withdrawal from the Agreement prior to the lapse of the term provided for its submission. For

the purpose of submitting a declaration of withdrawal from the Agreement, it is possible to apply declaration, the form of which, Passenger Rights shall submit to the Client together with the confirmation of the conclusion of the Agreement and with the contents of these Rules and Regulations.

3. If the Client elects to inform Passenger Rights of its withdrawal from the Agreement via email or through the use of other electronic means, Passenger Rights shall immediately send to the Client confirmation of its receipt of the information on the Client's withdrawal from the Agreement via a durable medium (for instance, by way of electronic mail).

§7

The Final provisions

1. The provisions of generally binding law shall apply to any matters not specifically governed by the Terms and Conditions.
2. Should any of the provisions of the Terms and Conditions be deemed invalid, contrary to the law or enforceable, such circumstance shall not influence the validity of the remaining provisions in any manner or in any case whatsoever.
3. Any disputes that may arise in connection with or on the basis of these Rules and Regulations may also be resolved with the use of the <http://ec.europa.eu/consumers/odr/> internet platform.
4. The Terms and Conditions shall enter into force on 12 June 2019.

Price List

§1 The Payment of the Compensation

The payment of the Purchase Price for the Receivables may be made by way of:

1. a domestic bank transfer;
2. a bank transfer within the Single Euro Payment Area (SEPA);
3. a bank transfer outside of the Single Euro Payment Area (SEPA);
4. a postal money order; or
5. a Western Union transfer.

Transfers may be made in currencies such as: EUR, PLN or CZK pursuant to the Client's choice. If PLN is selected, the conversion of the Purchase Price of the Receivables from PLN to EUR shall be done using the exchange rate of EUR 1 = PLN 4. In the case of opting for CZK, the conversion rate of the Purchase Price of the Receivables from CZK to EUR shall be EUR 1 = CZK 25.

If there is a need to transfer the Purchase Price for the Receivables in favour of the Client by way of a bank transfer beyond the Single Euro Payment Area (SEPA), a Western Union transfer or postal money order, the Purchase Price for the Receivables as specified in the Price List shall each time be reduced by the amount of PLN 100 (EUR 25). The aforementioned amount does not take into account possible bank commissions for transfers or the conversion of foreign currencies.

§2 Payment of the Purchase Price for the Receivables

1. Passenger Rights shall be required to transfer the Purchase Price for the Receivables to the bank account of the Client within 14 (fourteen) business days from the date of booking of the amount of the Compensation or from the date of submission of any required information, inclusive of the bank account number of the Client, whichever occurs earlier; however, no later than within 36 months from the date of conclusion of the Receivables Transfer Agreement.
2. In the event of the initiation of liquidation, recovery or restructuring proceedings against the Air Carrier, the stated term of 36 months shall be suspended for the duration of such proceedings.

§3 Purchase Price for the Receivables

1. The Purchase Price for the Receivables is dependent upon the given type of Flight and shall be subject to the following:
 - a. with respect to Flights of up to 1,500 km or shorter in respect of which the Client has the right to Compensation of EUR 250, the Client shall receive 75% of the Compensation;

- b. with respect to intra-community Flights longer than 1,500 km, and all flights between 1,500 km and 3,500 km, in respect of which the Client has the right to Compensation of EUR 400, the Client shall receive 75% of the Compensation;
 - c. with respect to Flights other than those described in points 1 a) and b) above in respect of which the Client has a right to Compensation of EUR 600, the Client shall receive 75% of the Compensation. Passenger Rights hereby states that in the case of Flights realised beyond the territory of the European Union that are longer than 3,500 km and which are delayed between 3 and 4 hours, the Air Carrier has the right to reduce the Compensation by 50%.
2. Passenger Rights also reserves that the Air Carrier has the right to reduce the Compensation by 50% if the Client has been offered by the Air Carrier an alternative flight the arrival of which does not exceed the planned time of arrival of the Flight:
 - a. by 2 h - in case of the Flights of up to 1,500 km or shorter,
 - b. by 3 h - in case of intra-community Flights longer than 1,500 km and all Flights between 1,500 km and 3,500 km
 - c. by 4 h - in case of other Flights than those described in pt. 2 lit. a) and b) above.

§4

Purchase Price for the Receivables in case of legal action

In the event Legal Action is initiated, the Purchase Price for the Receivables shall be subject to reduction in the following manner:

1. for Flights of 1,500 km or shorter in respect of which the Client has the right to Compensation in the amount of EUR 250, instead of 75% of the Compensation, the Client shall receive 60% of the Compensation;
2. for intra-community Flights longer than 1,500 km and all Flights between 1,500 km and 3,500 km in respect of which the Client has the right to Compensation in the amount of EUR 400, instead of 75% of the Compensation, the Client shall receive 60% of the Compensation; and
3. for Flights other than those described above in respect of which the Client has the right to Compensation in the amount of EUR 600, instead of 75% of the Compensation, the Client shall receive 60% of the Compensation.

§5

The Purchase Price for the Receivables in the event of the failure of the measures aimed at its enforcement.

In the event of the failure of the measures intended for enforcement of the Compensation, the Client shall receive PLN 1, which means that the Purchase Price for the Receivables shall be changed to the amount of PLN 1. The term "failure" shall be understood as any decision issued by a relevant body or an event that precludes the assignment or enforcement of the Compensation, either released or arisen due to reasons independent of the measures undertaken by Passenger Rights.