

Terms of Use of the Platform for submission of EC261/2004 Regulation related and Other Official Claims

1. The present Terms of Use contain the terms and conditions of the usage of the Platform for submission of EC261/2004 Regulation related and Other Official Claims (hereinafter referred to as "Platform").

2. DEFINITIONS

Terms and expressions defined in the General Conditions of Carriage of Wizz Air shall have the same meaning when used in these Terms of Use unless set out below or unless the context otherwise requires.

2.1. **Wizz Air or Us:** the Wizz Air entity (namely Wizz Air Hungary Ltd. or Wizz Air UK Ltd. or Wizz Air Abi Dhabi LLC or any other Wizz Air entity) operating the flight the Claim is related to.

2.2. **General Conditions of Carriage:** the general conditions of carriage of Wizz Air as published on the Website and amended by Wizz Air from time to time.

2.3. **Regulation:** 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 long delay of flights, and repealing Regulation (EEC) No 295/91.

2.4. **Passenger:** shall mean the natural person 1. who had a flight ticket to a Wizz Air flight, which flight has been cancelled or delayed, or whose boarding has been denied, and who had a Claim for Compensation against Wizz Air as per the Regulation due to this delay or cancellation or denied boarding, OR 2. who had a different claim against Wizz Air than the one described in Clause 2.4.1 above, connected to a flight of Wizz Air; AND either authorized the User to act on their behalf and represent them in front of Wizz Air regarding the Claim, or assigned to the User their Claim.

2.5. **Claim:** shall mean a claim of a Passenger for Compensation against Wizz Air as per the Regulation, due to a delay or cancellation of a Wizz Air flight or denied boarding OR any other claim of a Passenger against Wizz Air connected to a flight of Wizz Air, which claim is demanded/claimed by the User either based on an authorization to act on behalf of the Passenger and represent the Passenger in front of Wizz Air regarding the claim; or was assigned to the User.

2.6. **User or You:** a legal entity (including, but not limited to claim companies), a law firm or an authorized lawyer, solicitor, attorney at law using this Platform for the submission of a Claim either acting as per the authorization given by the Passenger, or as an Assignee, to whom the Passenger assigned their Claim.

2.7. **Platform:** shall mean the present *Platform for submission of EC261/2004 Regulation related and Other Official Claims*, where the User can submit Claims..

2.8. **Compensation:** shall mean the compensation mentioned in Article 7 of the Regulation;

2.9. **Registration:** registration of identification and contact data of the User to the Platform, in order for the User to be able to sign in and attempt to submit a Claim via the Platform.

2.10. **Website** means www.wizzair.com

2.11. **Mobile application** means the WIZZ mobile application.

3. REGISTRATION

3.1. The Registration can be made to the Platform with the provision of the following data:

1. name (of the legal entity/law firm/etc.); 2. (company) registration number/identification number; 3. country (seat country); city; street address, postal code; 4. phone number; 5. Website; 6. IBAN; 6. SWIFT/BIC; 7. Beneficiary name; 8; Currency of the bank account; 9. email address; 10. Password; 11. contact details.

3.2. After the requested data have been provided and the Registration is completed, a user account shall be created for the User by Wizz Air Hungary, which shall be used by the User to submit Claims via the Platform.

3.3. In case of lack of provision of any of the data mentioned in Clause 3.1, Wizz Air Hungary reserves the right to refuse the acceptance of the Registration.

3.3. The User hereby represents and warrants that the data provided by them at the Registration are valid, true and belong to them.

3.3.1. In case Wizz Air accepts the Claim, Wizz Air shall pay it to the bank account indicated by the User at the Registration/in the user account. Once the payment is made, the Claim should be considered as paid, should the payment data provided by the User be not correct, Wizz Air shall not be liable for any damages, costs or expenses arising from the payment made to the bank account provided by the User.

3.4. A User is allowed to have only 1 (one) valid Registration (user account) at a time on the Platform.

3.4. Wizz Air Hungary reserves the right to request any document validating the data provided by the Registration. In case Wizz Air requests a trade registry excerpt, it should be issued not later than 30 days prior to the date of its provision to Wizz Air, notarized and apostilled, if needed; or legalised/certified in any other manner.

3.5. In case Wizz Air Hungary has a reasonable suspicion that one or more of the data provided by the Registration are invalid or untrue, Wizz Air Hungary reserves the right to temporarily suspend the User's account.

4. SUBMISSION OF CLAIM

4.1. The User may submit a Claim either based on

4.1.1. proper authorization of the Passenger, or

4.1.2. an assignment, which has been concluded between the User and the Passenger prior to the submission of the Claim.

4.2. In both of the above cases the following data need to be provided by the User

1. First name and last name of the Passenger
2. Email address of the Passenger
3. Nationality of the Passenger
4. Confirmation code (PNR number)
5. Flight prefix
6. Flight number
7. Date of the departure of the flight
8. Departure airport
9. Destination airport

The above data must be fully identical with the data contained by the reservation system of Wizz Air, otherwise the Claim cannot be submitted and an error message will appear at the submission.

4.3. In addition to the above, in case the submission of the Claim is based on authorization (Clause 4.1.1) a Power of Attorney needs to be submitted

- having full probative force as per article 325. § of the Hungarian Code of Civil Procedure (please see Clause 4.3.2. below) in case of Claims connected to flights of Wizz Air Hungary) ;
or

- executed by deed, in accordance with the provisions of the Powers of Attorney Act 1971 ("POAA 1971") and the Law of Property (Miscellaneous Provisions) Act 1989 ("LP(MP)A 1989") in case of Claims connected to flights of Wizz Air UK Ltd and Wizz Air Abu Dhabi LLC.

4.3.1. From the Power of Attorney is should be unequivocally visible that it was issued by the Passenger to the User, indicating the name and other identification data of the Passenger, the data of the User and the flight details (reservation number/confirmation code, flight number, date of departure).

4.3.2. For avoidance of doubt a private document shall have full probative force, if

a) it was written and signed by the issuer in manuscript;

b) it was signed by two witnesses verifying that the person named therein signed the document, if not written by him/her in part or in whole, before them, or has pronounced the signature as his/her own before them, furthermore, the name and - unless otherwise provided by law - residence address, or habitual residence in the absence thereof, of both witnesses shall be legibly indicated on the document;

- c) the signature or initials of the signatory of the document shall be certified on the document by a judge or notary public;
- d) the document shall be signed by the person holding a power of representation of the legal person in accordance with the regulations to which he is subject;
- e) an attorney or bar association legal counsel provides a document - duly signed - to verify that the document was transcribed by others and was signed by the signatory in front of him, or declared the signature in front of him as his own;
- f) the electronic document is executed by the signatory's certified electronic signature or advanced electronic signature based on a qualified certificate or stamp, including - where so provided for by law - a time stamp;
- g) the electronic document is certified by the signatory by means of document certification with regress to identification as provided for in the relevant Government Decree; or
- h) the document is executed within the framework of services provided for in an act or government decree, where the service provider clearly establishes the identity of the issuer of the document and assigns that document to that person and verifies authentically such assignment of identity together with or on the basis of a data which can be clearly regressed to the hand written signature of the issuer; furthermore, the service provider shall make out a certificate of explicit assignment of identity fixed in an inseparable addendum comprising an integral part of the electronic document, the addendum and the document both executed by at least an advanced electronic seal and by at least an advanced electronic time stamp.

4.4. In case of an assignment (4.1.2.) Wizz Air will not be obliged to accept the submitted Claim and make any payments to the User (assignee) until and unless the following conditions are met:

- a) the User submits a document on the assignment identifying the assigned claim (indicating at least the reservation number, the legal ground of the Claim and the due date) and indicating the fact of the assignment, which shall either be a notice signed by the assignor (Passenger), or the deed of the assignment/assignment agreement (original or certified copy) concluded between the Passenger and the User prior to submission of the Claim; AND
- b) Wizz Air receives a written performance instruction signed by the Passenger as provided in article 6:198 of the Hungarian Civil Code, unless the notice on the assignment was sent by the assignor (Passenger), or the deed of assignment/assignment agreement has been already provided to Wizz Air. The performance instruction shall either be signed by the assignor (Passenger), or the deed of the assignment needs to be attached.

For the sake of clarity, written notice/performance instruction shall mean a notice made in form of a private document with full probative force according to article 325. § of the Hungarian Code of Civil Procedure in case of Claims connected to flights of Wizz Air Hungary Ltd; and shall be compliant with the Law of Property ACT 1925 in case of Claims connected to flights of Wizz Air UK Ltd and Wizz Air Abu Dhabi LLC.

4.5. The documents uploaded accompanying the Claim should comply with the following requirements:

- PDF or picture format (Doc. types: .pdf, .jpg, .jpeg and .png)
- Maximum 25 MB per file

4.6. Should the User not comply with the requirements contained by Article 4 of the present Terms of Use, Wizz Air has the right to refuse the acceptance of the Claim..

4.7. Wizz Air shall respond to the Claim (either accept or reject it) within 30 days of its submission. Wizz Air shall send its response to the email address provided by the User at the time of registration.

5. TERMINATION OF THE REGISTRATION

5.1. The User may terminate its Registration from the user account.

5.2. Wizz Air Hungary shall process the termination request within 30 days of its submission.

5.3. Following the termination request no further Claim can be submitted by the User from the given user account, the pending submissions shall be assessed and processed by Wizz Air within the deadline set forth in Clause 4.7.

6. OTHER PROVISIONS

6.1. The User shall handle the credentials belonging to their user account and the password related to it confidentially. Wizz Air Hungary shall not be liable for any damages arising from any kind of misuse of the email address and password or from its disclosure to anyone.

6.2. The User hereby acknowledges and agrees that as per Article 17.4.9 of the General Conditions of Carriage of Wizz Air Hungary, in case the Claim submitted is based on assignment the Assignment Administration Fee shall be applied and set-off against the amount of the Claim to be paid to the User by Wizz Air Hungary.

6.3. By accepting the present Terms of Use an Agreement shall be concluded between Wizz Air Hungary Ltd. and the User, which shall be construed and take effect in all respects in accordance with the Laws of Hungary. Disputes concerning or arising out of the present agreement shall be primarily settled through discussions between the contracting Parties. In case the discussions are not successful, the dispute shall be subject to the exclusive jurisdiction of the courts of Hungary.

6.4. The Platform for submission of EC261/2004 Regulation related and Other Official Claims is operated by Wizz Air Hungary and is used by Wizz Air. The Claims are processed, handled and investigated by the Wizz Air entity operating the flight the Claim is related to.

6.5. Wizz Air Hungary Ltd. reserves the right to amend these Terms of Use. Wizz Air shall inform the Users of such amendments. With the usage of the Platform You acknowledge and accept the present Terms of Use as amended from time to time.

1 January 2021