



JetApp GmbH General Terms and Conditions of Carriage for booking flights using the www.jetapp.com flight booking platform and other means of communication

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1. Scope

1.1 These General Terms and Conditions of Carriage (hereafter “TCC”) apply to all contracts for air carriage concluded via the JetApp Booking Platform at <https://www.jetapp.de/> (and other jetapp domains such as www.jetapp.com, [.fr](http://www.jetapp.fr), [.ch](http://www.jetapp.ch), [.at](http://www.jetapp.at), [.it](http://www.jetapp.it) and [.es](http://www.jetapp.es)) or using other means of communication (e-mail, telephone, messaging services etc.) between

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Registry Court: Amtsgericht Stuttgart HRB 760820
(hereafter “**JetApp**” or “we”)

and the Customer. The TCC apply regardless of whether the Customer is a consumer or entrepreneur.

A consumer is a natural person who makes a booking using the JetApp Booking Platform or other means of communication for a purpose which cannot be ascribed predominantly to either the person’s commercial or self-employed professional activity.

An entrepreneur is a natural person or legal entity or a partnership with legal capacity who/which is acting in the exercise of their commercial or self-employed professional activity when concluding a legal transaction.

1.2 The version of the TCC valid at the time of the conclusion of the contract shall be authoritative for the contract of carriage.

1.3 Our TCC exclusively apply. JetApp will not accept the Customer's divergent, contradictory or supplementary general terms and conditions. This shall also apply even if JetApp does not expressly reject their inclusion and provides services.

2. Contractual and executing air carrier

JetApp does not execute the air carriage itself, but uses a suitable airline for this (hereafter "Executing Air Carrier"). JetApp therefore acts vis-à-vis the Customer as a Contractual Air Carrier pursuant to Art. 39 Montreal Convention (Convention for the Unification of Certain Rules for International Carriage by Air), also known as contractual airline.

3. Registration on the booking platform

If the Customer makes an inquiry via our JetApp Booking Platform, the Customer must register on the JetApp platform. JetApp's General Terms and Conditions of Use for use of the JetApp Booking Platform (hereafter "**Terms and Conditions of Use**"), which can be downloaded, inter alia, via a corresponding link on every page of the JetApp Booking Platform, shall apply. Furthermore, personal data is processed when registering. Customers can find details of our data processing in our Data Protection Statement. In order to register, the Customer must first read our Terms of Use and Data Protection Statement and accept our Terms of Use.

As an alternative to registering, the Customer can make an inquiry using other means of communication (e-mail, telephone, messaging services etc.) and, if preferred, book without registering.

4. Services provided by JetApp

4.1. JetApp shall organize carriage from the departure to the arrival airport, for passengers, their luggage and other items that are not excluded from carriage by law or other provisions.

4.2. If the aircraft has to be de-iced due to weather conditions, this is an extra service that is not included in the flight price and JetApp will invoice the Customer for the de-icing. The Executing Air Carrier or responsible pilot shall decide on the necessity of de-icing.

5. Conclusion of contract, changes to contract

The individual steps involved in booking and in concluding the contract are explained below:

5.1. Booking inquiry by the Customer

To inquire about a flight, the Customer must enter the preferred dates of travel, place of departure and arrival and number of people to be carried in the field provided for this purpose on the JetApp Booking Platform and submit this information. The Customer must provide this same information if he contacts us with an inquiry by e-mail, telephone or a messaging service (e.g. WhatsApp etc.). The Customer can inquire about a return flight or several flights at the same time. Furthermore, the Customer has the option to select aircraft in specific flight categories. If a contract is concluded, the Customer shall not be entitled to carriage by a specific aircraft or a specific aircraft model. Entering the details and submitting them by clicking the "Inquire about flight/flights" button does not constitute a binding offer by the Customer; it is an initial, non-binding request to send the Customer flight suggestions first.

5.2. Flight suggestions by JetApp

Once it has received the Customer's inquiry, JetApp will search for suitable flight suggestions which match the stated travel dates. Within a short time, JetApp will send via the means of communication chosen by the Customer a summary of suggested flights which match the stated travel dates and the respective prices. The aircraft classes illustrated are by way of example and shall not entitle the Customer to be carried in the aircraft shown. This summary does not constitute a binding offer by JetApp to conclude an air carriage contract; it is an invitation to the Customer to make an offer to conclude such a contract.

5.3. Offer by the Customer

- a) The Customer can select a suitable flight by stating his required option number at the end of the PDF containing the flight suggestions and confirming this by signing and writing out his name and date of birth, or by otherwise declaring his booking intention.
- b) By returning the signed offer as a PDF or submitting his booking intention by other means, the Customer makes a binding offer to conclude a contract of carriage.
- c) The Customer can notify JetApp at any time of mistakes in the data entered. These will be taken into account and the Customer's offer updated immediately.
- d) If the flight requested by the Customer becomes unavailable between the time when the Customer makes the offer and the time when confirmation is received from the Executing Air Carrier, JetApp will submit updated flight suggestions to the Customer.

5.4. Confirmation by JetApp and conclusion of contract

If the flight requested by the Customer is available at the time of receipt of the Customer's offer, JetApp will send the invoice to the Customer.

The contract shall not be established until the Customer has paid the invoice and JetApp has subsequently confirmed the booking.

If the flight requested by the Customer is no longer available after payment is made, JetApp will make new flight suggestions to the Customer. Any additional costs shall be paid by the Customer and any cost reductions will be refunded to the Customer. In this event, the Customer has the right to rescind his offer and have his money refunded.

5.5. Changes to the contract

- a) In each case the air carriage contract will be established for the number of passengers requested by the Customer. A separate agreement is required if the flight selected offers more seats for conveying people and if, after conclusion of the contract, the Customer wishes to take more passengers than originally stated. The Customer must inform JetApp of this wish as soon as possible before departure. JetApp will then notify the Customer whether it is possible to take more passengers and which supplements are payable for this, where applicable. This notification represents an offer by JetApp to conclude the contract to carry additional passengers. The Customer can accept this offer by duly responding to JetApp. The contract for air carriage of the additional passengers will then be established.

- b) In case of force majeure, JetApp reserves the right to cancel, postpone or divert the flight. JetApp also reserves the right to carry out the transport with a different aircraft type than that agreed upon, if this is reasonable for the Customer. In this case, JetApp will only use aircraft types that comply with the same safety standard. The aircraft type may also be in a different aircraft class. In particular, force majeure denotes events that cannot be foreseen at the time of conclusion of the contract, such as energy and raw materials shortages, strikes, lockouts, official measures, weather conditions, natural disasters, epidemics and pandemics, terrorist attacks and war.

- c) In the event that an aircraft is unavailable for compelling reasons (e.g. technical fault), JetApp has the right to make available, within reason, an aircraft in another class to provide carriage for the Customer. Resulting additional costs (e.g. higher costs for JetApp for an alternative aircraft) shall be paid by the Customer; cost reductions (e.g. lower costs for JetApp for an alternative aircraft) will be refunded to the Customer. Alternatively, the Customer can cancel free of charge the portion of the flight not yet used. The Customer does not have any entitlement to compensation if JetApp is not at fault.

6. Storage of contract text and contract language

6.1. JetApp will not save the contract text. Within an appropriate period after conclusion of the contract, JetApp will send the Customer a confirmation of the contract which reproduces the contract content on a permanent data carrier.

6.2. The contract can be concluded in the following languages:

- a) German
- b) English

7. Flight price, ancillary costs

7.1. JetApp indicates the final prices for air carriage on the JetApp Booking Platform and in the contract of carriage. The final price includes the flight price, any required positioning flights, and all applicable taxes, fees, supplements, and payments that are unavoidable and foreseeable at the time the contract is concluded. This price also includes snacks, alcoholic and non-alcoholic beverages, and applicable statutory VAT.

7.2. The final prices described in clause 7.1 do not include specially requested catering and de-icing costs, i.e. if the aircraft in question has to be de-iced before takeoff. If incurred the Customer must pay for these separately at cost. De-icing costs also include the cost of de-icing positioning flights. Positioning flights are those which are necessary to bring the aircraft in question to the booked place of departure, as well as flights necessitated by delays or diversion landings caused by weather conditions or air traffic management considerations.

7.3. Also not included in the final prices are any risk insurance premiums incurred for travel to crisis regions.

7.4. Carriage charges are calculated for the date of carriage agreed upon by the parties and for the route contained in the offer. The carriage charge can therefore be influenced by any change the Customer makes to the agreed upon flight details – e.g. change to the flight date.

7.5. The carriage charge does not include ground transport services between airports or airport terminals, nor does it include the Customer's transfers to and from the airport. These services can be purchased separately.

7.6. If the Customer is a consumer, JetApp reserves the right to increase the agreed upon carriage charge after the conclusion of the contract of carriage in the event of subsequently implemented increases in fuel costs or changes in or the introduction of taxes, fees, contributions, special charges or other aviation-specific charges for certain services, aviation-specific fees, and emission certificate costs that were unforeseeable at the time of the booking, provided the period between the conclusion of the contract and the agreed upon carriage date exceeds four months. However, should the aforementioned costs decrease in the Customer's favor, the flight price will be reduced accordingly. The Customer will be informed immediately of any such price changes. If a price increase renders the contractual obligation unreasonable for the Customer as a consumer, the Customer is entitled to withdraw from the contract with immediate effect.

7.7. If the Customer is an entrepreneur, JetApp reserves the right to change the agreed upon carriage charge after the conclusion of the contract of carriage in the event of subsequently implemented changes in fuel costs or changes in or the introduction of taxes, fees, contributions, special charges or other aviation-specific charges for certain services, aviation-specific fees, and emission certificate costs that were unforeseeable at the time of the booking.

8. Terms of payment

8.1. The Customer shall pay for the air carriage by prepayment (transfer) or credit card.

8.2. The flight price is payable immediately upon receipt of the invoice.

9. Conditions of air carriage

9.1. The Customer shall notify JetApp of the passengers' surnames, first names, dates of birth and passport details immediately after conclusion of the contract, but not less than 48 hours before the planned departure, or even sooner if requested by JetApp. The Customer is obliged to provide other information if stipulated by law or official provisions at the place of departure, fly-over or arrival. Last-minute changes to names and other information concerning passengers are generally possible, but may be more difficult as a result of country-specific stipulations in the place of arrival, fly-over or stopover.

9.2. The Customer shall ensure that, within the European Union, all passengers have a valid identity card and, outside the European Union, a valid passport and, if required, a valid visa. The Customer and the passengers are responsible for fulfilling the documentation requirements at the places of departure, intermediate landing and arrival.

9.3. The Customer is responsible for compliance with the relevant luggage and weight rules.

9.4. The Customer alone is responsible for arriving at the airport with his passengers on time and having all required documentation (proof of identity, passports, immunization papers, visas etc.). If passengers arrive at the airport after the stated time, insofar as possible JetApp will nevertheless endeavor to execute the air carriage; the Customer must then bear any additional expenditure and costs incurred by JetApp.

9.5. If the time that the aircraft is to be made available to the Customer as agreed upon in the contract is exceeded due to the fact that passengers, luggage, or cargo shipments have not arrived on time, or because travel documents or other documents required for carriage cannot be produced, or if such delays are in any other way caused by the actions or omissions of the Customer, his employees, agents, or passengers/co-passengers, the Customer shall be required to pay JetApp a demurrage charge in line with the schedule of fees at the airport in question, and also re-

imburse JetApp for expenses incurred for any additional time spent by the aircraft on the ground and in the air. The Customer must also reimburse JetApp for all other proven costs associated with flight delays or cancellations.

9.6. JetApp and/or the Executing Air Carrier can refuse to carry passengers, or refuse onward carriage of passengers, items of luggage or freight if

- this is necessary for aircraft safety reasons,
- carriage or onward carriage would constitute a violation of relevant laws, regulations or official or legal requirements of the place of departure or arrival, or a state which is flown over, or
- the behavior of the passenger, the passenger's mental or physical demeanor is such that he represents a danger to himself, other passengers or crew members,
- the Customer has not paid for the flight, including any taxes, fees or supplements; or
- the passenger does not possess valid travel documents or valid immigration papers, or
- the passenger does not comply with the applicable safety regulations on board.

9.7. JetApp and/or the Executing Air Carrier can refuse to carry luggage, or refuse onward carriage of luggage, if the luggage

- contains dangerous goods according to section 27 of the German Air Traffic Act (LuftVG);

or

- contains items within the terms of Commission Implementing Regulation (EU) 2015/1998 of 5 November 2015 laying down detailed measures for the implementation of the common basic standards on aviation security

or

- contains items which contravene ICAO and IATA Dangerous Goods Regulations, which could endanger the aircraft or people or items on board the aircraft, such as explosive substances, compressed gases, oxidizing, radioactive or magnetic substances, easily flammable substances, poisonous or corrosive substances;

or

- contains items whose carriage is prohibited according to the provisions of the state of departure or arrival, or of a state which is flown over;

or

- contains items which, by their nature, are unsuitable for carriage because of their fragility or particular sensitivity, for example; more detailed explanations regarding specific individual cases can be obtained from JetApp.

9.8. The prior permission of JetApp and the Executing Air Carrier is required for carriage of the following items:

- individual lithium batteries or lithium accumulators (as customary in laptop computers, cell phones, clocks, or cameras),
- any type of weapon, such as firearms, batons or thrusting weapons and sprays used for aggressive or defensive purposes, munitions and explosive substances, items whose external shape or labeling give the appearance of being weapons, munitions or explosive substances.

9.9. JetApp will be happy to provide the Customer with the ICAO and IATA Dangerous Goods Regulations on request; they can also be downloaded from the ICAO and IATA websites. Furthermore the German Aviation Authority provides information about dangerous goods which must not be transported in luggage.

10. Rescission of the air carriage contract

10.1. Unless arranged to the contrary in clause 10, the statutory regulations shall apply to termination and rescission of the air carriage contract.

10.2. The Customer may rescind the air carriage contract at any time up to the time of the agreed departure. In this case JetApp is entitled to demand the agreed remuneration; JetApp must, however, allow set-off of what JetApp saves in expenses as a result of termination of the air carriage contract, or gains through other use of the service acquired under the air carriage contract, or maliciously refrains from gain-

ing. The parties agree a lump sum for this as follows depending on the time of rescission:

Rescission up to 168 hours before departure
25% of the flight price plus fees and taxes already incurred

Rescission up to 96 hours before departure:
50% of the flight price plus fees and taxes already incurred

Rescission up to 24 hours before departure
75% of the flight price plus fees and taxes already incurred

Rescission less than 24 hours before departure
100% of the flight price plus fees and taxes already incurred

In every case, fees and taxes that are not incurred due to rescission will be refunded. If the current cancellation fees of the executing airline exceed the lump sum shown, the cancellation costs actually incurred by JetApp shall be paid by the Customer. If the current cancellation fees of the executing airline are less than the lump sum shown, only the cancellation costs actually incurred by JetApp shall be paid by the Customer.

10.3. Rescissions must as a minimum be effected in text form.

11. Liability

11.1. JetApp will be fully liable in the event of intent and gross negligence by JetApp's executive bodies, legal representatives, employees or other vicarious agents and in the event of injury to life, limb or health and according to the provisions of the German Product Liability Act.

11.2. In the event of slight negligence, JetApp's liability is limited to damages whose occurrence is to be typically expected and to breach of material contractual

obligations (cardinal obligations) whose fulfillment facilitates proper performance of the contract and on whose observance the other party must routinely rely.

11.3. JetApp accepts no liability for non-carriage and cancellation of flights if the foregoing were not due at least to gross negligence on the part of JetApp. In case of delay, JetApp shall reimburse the damage caused by the delayed air carriage of passengers, luggage or goods. However, JetApp accepts no liability for damage occasioned by delay if we demonstrate that we and persons acting on our behalf took every reasonable measure to avoid such damage, or were unable to take such measures. This exclusion of liability applies particularly to instances of force majeure, prevention of flights by government authorities or other third parties, strikes, lock-outs, war, and warlike events. JetApp also accepts no liability for the actions of other carriers and ground handling companies or their vicarious agents, nor does it accept liability for property passengers leave behind on the aircraft. Liability for loss of life, or damage to body and health, is governed by legal regulations. The exclusion or limitation of JetApp's liability applies analogously to all implementing agents, employees, and other persons.

11.4. The Customer accepts unlimited liability for damage to the plane or the aircraft interior caused by the Customer or by a passenger or by personnel deployed by the Customer. The Customer's liability applies regardless of whether a liability agreement has been concluded between the Customer and the passenger or air-crew.

11.5. JetApp is not liable if the Customer does not fulfil his duties of cooperation under the contract of carriage or is in contravention of the statutory provisions and consequently suffers damages.

11.6. JetApp accepts no liability for delays, cancellations or diversions of the booked flight if the carriage or parts of the carriage cannot be undertaken for reasons of flight safety (e.g. technical fault) or air traffic management. This also applies in particular in the event of force majeure.

11.7. If JetApp is not able to fulfil its contractual obligation once carriage has commenced because of a failure of the aircraft due to technical or operational reasons, or in the event of force majeure (particularly due to prevailing weather conditions at the destination or along the flight path) after the commencement of the flight, then the Customer is liable for a fee payable according to the ratio between the number of calculated flight hours contained in the original offer and the actual hours flown.

11.8. If, for reasons of flight safety or due to force majeure (particularly due to the prevailing weather conditions at the destination or along the flight path), a landing at the destination airport is not possible and a diversion landing is required, JetApp does not assume the cost of transporting passengers to the originally agreed upon destination nor does it assume the additional costs incurred as a result of the diversion landing. In this case, the Customer is liable for a fee payable according to the ratio between the number of calculated flight hours contained in the original offer and the actual hours flown.

11.9. If, for reasons of flight safety or due to force majeure (particularly due to the prevailing weather conditions at the destination or along the flight path), a landing at the destination airport is not possible and a return flight to the departure airport is either requested by the Customer or is unavoidable due to the circumstances, then the Customer is liable for a fee payable according to the ratio between the number of calculated flight hours contained in the original offer and the actual hours flown. In this case, flight hours consist of the total distance travelled – i.e. for the outward and return journeys.

11.10. If, for reasons of flight safety or due to force majeure (particularly due to the prevailing weather conditions at the destination or along the flight path), a landing at the destination airport is not possible and an intermediate landing is required, then the Customer is obligated to assume all the additional costs incurred as a result of the intermediate landing.

12. Assignment and payment instruction

In the event that the Customer claims damages from JetApp, the Customer assigns his claim to reimbursement of the flight price and compensation from the executing airline to JetApp, in the amount of the claim inclusive of any VAT. JetApp accepts such assignment. At the same time, the executing airline will be irrevocably instructed by the Customer to settle the claimed amount by direct payment to JetApp.

13. Applicable law

These Terms and Conditions are subject to the law of the Federal Republic of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). If the Customer is a consumer, has made the booking as a consumer (see clause 1.1) and, at the time of booking, was habitually resident in another country, application of that country's mandatory legal provisions shall not be affected by the choice of law in sentence one.

14. Jurisdiction

If the Customer is a businessperson and, at the time of registering, the Customer's registered office was in Germany, the sole jurisdiction shall be that of JetApp's registered office in Stuttgart.

15. Consumer dispute resolution

15.1. The European Commission provides a platform for online dispute resolution (ODR), which can be found at the following link: <http://ec.europa.eu/consumers/odr/>.

15.2. JetApp is legally obliged to draw the Customer's attention to JetApp's e-mail address. This is booking@jetapp.com.

15.3. JetApp has not affiliated itself with any arbitration board organized under private law and takes part with binding effect in the dispute resolution proceedings by

the official "Schlichtungsstelle Luftverkehr beim Bundesamt für Justiz, Adenauerallee 99-103, 5311 Bonn"
https://www.bundesjustizamt.de/DE/Themen/Verbraucherrechte/Schlichtungsstellen/Luftverkehr/Luftverkehr_node.html

16. Severability clause

Should one or more provisions of these TCC or parts of a provision be ineffective, this shall not affect the validity of the remaining provisions or of the contract as a whole. The invalid or unenforceable provisions will be replaced with an arrangement which, to the extent permitted by law and in terms of location, time, extent and scope, most closely reflects the original economic sense and purpose of the ineffective or unenforceable provision. This shall apply mutatis mutandis to any unintended gaps in this contract.

Appendix

In accordance with Art. 6(1) Regulation (EC) no. 889/2002, we have a duty to provide the following information:

Airline's liability for passengers and their luggage

This information summarizes the rules regarding liability to be applied by Community airlines according to provisions of Community law and the Montreal Convention.

Compensation in the event of death or physical injury

There are no maximum amounts for liability in the event of passengers' death or physical injury. The airline cannot object to compensation claims for damages up to a value of SDR 100000 (rounded amount in national currency). The airline can deflect claims exceeding this amount by proving that it acted neither negligently nor culpably.

Advance payments

If a passenger is killed or injured, the airline must make an advance payment within 15 days of determination of the person entitled to compensation, in order to cover immediate financial needs. In the event of death the advance payment is not less than SDR 16000 (rounded amount in national currency).

Delays to carriage of passengers

The airline will be liable for compensation as a result of delays to carriage of passengers, unless it took all reasonable measures to avoid damage, or it was impossible to take these measures. Liability for compensation for delays in carriage of passengers is limited to SDR 4150 (rounded amount in national currency).

Delays to carriage of luggage

The airline will be liable for compensation as a result of delays to carriage of luggage, unless it took all reasonable measures to avoid damage, or it was impossible to take these measures. Liability for compensation for delays in carriage of luggage is limited to SDR 1000 (rounded amount in national currency).

Destruction of, loss of or damage to luggage

The airline is liable for the destruction of, loss of or damage to luggage up to a value of SDR 1000 (rounded amount in national currency). Unless the luggage was already defective, liability for checked-in luggage exists regardless of culpability. The airline is only liable for culpable behavior in the case of hand luggage.

Increased liability limits for luggage

An increased liability limit applies if the passenger makes a special declaration, at the latest at check-in, and pays a supplement.

Complaints about luggage

The passenger must notify the airline in writing as soon as possible in the event of damage to, delay to, loss or destruction of luggage. In the event of damage to checked-in luggage, the passenger must notify the airline in writing within seven days of it being available to him, and within 21 days of it being available to him for delayed luggage.

Liability of the Contractual Air Carrier and the Executing Air Carrier

If the Executing Air Carrier is not identical to the Contractual Air Carrier, the passenger can direct his notification or compensation claims to each of the two carriers. If the flight ticket shows the name or code of an airline, this is the airline concluding the contract.

Periods for filing action

Legal action for compensation must be filed within two years, commencing on the date of the aircraft's arrival or the date on which the aircraft should have arrived.

Basis of this information

These provisions are based on the Montreal Convention of 28 May 1999, implemented in the European Community by Regulation (EC) no. 2027/97 amending Regulation (EC) no. 889/2002 and by national legal provisions of Member States.