



## TERMS AND CONDITIONS

The present Terms and Conditions are an agreement between a website visitor or a client and Compensair, Pte. Ltd. ("Compensair") as operator of the website [www.imdelayed.com](http://www.imdelayed.com) (individually the "Party" and collectively the "Parties" to this Agreement). The agreement regulates the terms under which Compensair offers the information, software and services 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. "Terms and Conditions" – present Terms and Conditions, available on the website [imdelayed.com](http://imdelayed.com)
- 1.2. "Compensair" – Compensair Pte.Ltd, private company limited by shares, incorporated in Singapore under registered address in Singapore at 1 Raffles Place, #44-01A , One Raffles Place Tower 1, Singapore 048616 (Company Number 201913904W).
- 1.3. "Website" - [Imdelayed.com](http://imdelayed.com).
- 1.4. "Website visitor" – someone who views/goes to the Website.
- 1.5. "Client" – the passenger, who enters into Agreement with Compensair.
- 1.6. "Agreement" – a contract between the Client and Compensair, that is reached after the acceptance of these Terms and Conditions by the Client.
- 1.7. "Services" – access to the "Software"; 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; assistance services including posting; engagement of third parties when necessary and any other services that the Parties may agree on.
- 1.8. "Software" – digital intelligence developed to assess the risks and possibilities of compensations and refund, draft the documents, and send them to the parties.
- 1.9. "Case" – the passenger's dispute for monetary Compensation/Refund that arose because of flight cancellation, delay or in other circumstances caused by airline.
- 1.10. "Compensation" – amount of money, that is to be paid by an airline to a passenger whose rights were breached.
- 1.11. "Refund" – amount of money which is returned by an airline to a passenger due to the flight cancellation.
- 1.12. "Balance" – special temporary Client's account, generated in order to obtain Compensation/Refund.
- 1.13. "Personal bank account" – financial account that is maintained by a bank in the name of the Client.
- 1.14. "Application" – a form filled by the Client on the website [imdelayed.com](http://imdelayed.com), which contains Personal Data of the Client.
- 1.15. "Service Fee" – agreed amount of remuneration of Compensair for Compensation/Refund received for the Client.
  - 1.15.1. "Flat fee" – non refundable agreed amount of remuneration of Compensair for Compensation/Refund that has to be paid for in advance.
  - 1.15.2. "Commission" - amount of remuneration of Compensair for Compensation/Refund that is calculated from received Compensation or ticket price.

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

1.17. "Personal data" – any information relating to Website visitors and Clients that Compensair may collect, in accordance with Privacy Policy.

1.18. "Data subject" - any person whose personal data is being collected, held or processed. Price List, Payment Policy, Privacy Policy, Cookie Policy are integral part of the Terms and Conditions.

## **2. General Terms**

2.1. By acceptance of 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, Payment Policy and Price list, 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.

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 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 to provide the Client with the Services.

2.5. The Agreement will only be concluded, if Compensair agrees to deal with the Client's Case. Compensair shall always be entitled to refuse the Case without providing any reasons. In case of a refusal, Compensair will notify the Client within 7 (seven) business days.

2.6. 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.

2.7. The Client warrants, that at this point the Compensation/Refund 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 fees and legal costs related to the Client's Case. In case of receiving Compensation/Refund from the airline or third parties after entering into the Agreement with Compensair, the Client is obliged to transfer the agreed Service Fee and applicable VAT to the bank account of Compensair according to the Price list.

2.8. By accepting the Terms and Conditions, Client expresses his will to open a Balance. In order to open a Balance, Compensair may engage third parties. For this purpose, by accepting present Terms and Conditions, Client agrees with the Terms and Conditions of the Partner.

[https://www.imdelayed.com/documents/Compensair/en/PaymentServicesFrameworkContract\\_MangoPay\\_en.pdf](https://www.imdelayed.com/documents/Compensair/en/PaymentServicesFrameworkContract_MangoPay_en.pdf)

2.9. After entering into the Agreement, the Client grants Compensair the right to recover Compensation/Refund for the Client's benefit, entrusts Compensair to receive Compensation/Refund 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/Refund/other type of remuneration from the airline or third parties after entering into the Agreement with Compensair, the Client is obliged to transfer the agreed Service Fee and applicable VAT to the bank account of Compensair.

If the Client receives Voucher/Free ticket from the airline or third parties after entering into the Agreement with Compensair, the Client is obliged to pay Commission specified in art. 2.2. of the Price List to the bank account of Compensair.

2.10. After the acceptance of the Terms and Conditions the Client shall be obliged to forward any correspondence records regarding the Case to Compensair (if such exist) and cease further negotiations with the concerned airline (if any) and direct any contact made by the airline to Compensair in order to ensure that Compensair achieves the best possible result in recovery of Compensation/Refund.

2.11. If the Client receives any direct payments or Compensation/Refund/Voucher/Free ticket or any other types of remuneration from the airline regarding the Case concerned after entering into the Agreement, the Client shall be obliged to inform Compensair without delay and transfer the agreed Service Fee and applicable VAT to the bank account of Compensair.

2.12. If the Client receives Compensation/Refund/Voucher/Free ticket or any other types of remuneration from third parties regarding the Case concerned after entering into the Agreement, the Client shall be obliged to inform Compensair without delay and transfer the agreed success fee and applicable VAT to the bank account of Compensair.

2.13. The Client is obliged to provide Compensair with full, truthful and accurate information necessary to pursue the Case over the term of the Agreement for the purposes of successful collection of Compensation/Refund.

2.14. The Agreement terminates, when:

2.14.1. Compensair has successfully recovered Compensation/Refund in accordance with the

Client's Case. The agreed sum was transferred to the Client with a deduction of an established Service Fee.

2.14.2. 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 assists the Client in negotiations with the airline for the recovery of Compensation/Refund, according to the law applicable to the Client's particular air travel.

3.2. Compensair updates the Client on the main stages of dispute settlement including, but not limited to the acknowledgement of documents, submission of the Claim to the airline, receipt of the final decision, receipt of monetary Compensation/Refund from the airline.

3.3. Internal documentation of Compensair and contracted legal representatives, procedural documentation for the case, litigation and enforcement proceedings (including written communications with airlines, national enforcement bodies) can be presented to the Client if it's necessary in the purpose of receiving Compensation/Refund. Compensair reserves the right not to

provide the above documents. It is the sole decision of Compensair to present such documents to the client or not.

3.4. In case the Compensation/Refund is successfully collected by Compensair, the sum is later transferred from the Balance to the Personal bank account, with a deduction of an agreed Service Fee and applicable VAT (the fee amount is agreed according to the Price List or by Partner's program terms).

3.5. The Client acknowledges that after filling the Application, he/she transfers the right of any decision making with respect to dispute resolution to Compensair.

3.6. Compensair may engage third parties to make a decision to whether or not initiate legal proceeding for the recovery of the Compensation/Refund. 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 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.

#### **4. Remuneration terms**

4.1. Compensair collects a Service Fee only in case of successful collection of Flight Compensation/Refund.

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

4.3. The Client acknowledges that Compensair has a right not to accept touristic vouchers or/ and any other services as Compensation/Refund. Voucher offer or other alternatives is to be considered as the rejection for Compensation/Refund.

4.4. The Client acknowledges that Compensair has a right to consider partial compensation payment as the rejection for Compensation/Refund. It is the sole decision of Compensair to accept or reject the partial compensation payment. Compensair makes the appropriate decision in accordance with a 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 case is successfully settled and Compensation/Refund is received, the amount of Service Fee is calculated in accordance with the Price list.

4.6. 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.

4.7. When the monetary Compensation/Refund is transferred to the bank account of Compensair/Balance, Compensair undertakes to inform the Client of such and make a request for the passport and bank information. Compensair defines on its own the transfer method. The Client must provide Compensair with requested information for the transfer. Compensair is under the obligation to transfer the agreed Compensation sum/Refund (with a deduction of the Service Fee, applicable VAT and bank commission) to the Client's account within 30 (thirty) business days since the receipt of the Client's bank account information provided in accordance with the Payment Policy.

4.8. The Client acknowledges that in case of incorrect information on bank account, address, the Compensation/Refund recipient, Compensair does not hold any liability for the transfer of Compensation/Refund to a wrong recipient.

4.9. Compensair undertakes possible methods (based on the information provided by the Client) to contact the Client in order to transfer the received Compensation/Refund. In case, the Client does not provide with requested information for the Compensation/Refund transfer within 6 (six) months, the right for Compensation/Refund is to be transferred to Compensair.

4.10. Compensair's performance of its obligations to the Client on payment of Compensation/Refund is the transfer of Compensation/Refund to the bank account provided by the Client in accordance with Payment Policy. If Compensair has properly transferred funds to the account provided by the Client and the Client has not received the funds due to reasons beyond Compensair's control, Compensair may, at the Client's request, provide confirmation of the transfer of such funds, but is not obliged to actively assist the Client in search of such funds.

4.11. In case the monetary Compensation/Refund is transferred into the Client's account by airline or by third parties after entering into the Agreement, the Client undertakes to inform Compensair of such within 3 days from the receipt of the abovementioned payment and transfer the agreed success fee and applicable VAT to the bank account of Compensair, in case otherwise agreed by parties.

4.12. Any bank fees for the transfer of funds will be charged to the Client. In case the Client did not receive the transfer by specified means within (3) three months, the Client has to notify Compensair about this fact. Otherwise, the transfer is considered to be completed.

4.13. The Client cannot claim any interest for the period between Compensation/Refund transfer to Compensair bank account and its transfer to Client.

#### **5. Processing of Client`s Personal Data**

5.1. The obtainment, 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.

Updated on 11th of April 2022