

Terms and Conditions of www.flightback.it

These Terms govern

- the use of this Application and any other Agreement or legal
- relationship with the Owner

in a binding manner. Capitalized expressions are defined in the capitalized section of this document.

Please read this document carefully.

The person responsible for this Application is:

GEIS Management Group S.r.l.
Corso Bruno Buozzi, 112 - 80147 Barra - Naples

Owner contact email: info@geisgroup.it

Things to know at a glance

- Please note that certain provisions of these Terms may only be applicable to certain categories of Users. In particular, some provisions may apply only to Consumers or only to Users who do not act as Consumers. These limitations are always explicitly mentioned in each clause concerned. In case of non-mention, the clauses apply to all Users.
- Access to this Application is permitted to Users who meet the age requirements specified in these Terms.
- Access to this Application and use of the Service by minors is permitted only under the supervision of their parents or guardians.

TERMS OF USE

Art. 1: Definitions

The following definitions are used in these Terms and Conditions:

1.1 Flightback: website that offers legal protection in the field of Transport Law through a network of professional experts.

1.2 Site: www.flightback.it, www.flightback.eu.

1.3 Traveler: person who needs assistance as a result of travel disruption.

1.4 Customer: natural or legal person who, following the sending of the request, signs the agreement with

G.e.i.s. Management Group s.r.l. and its appointed lawyers.

1.5 Request Form: refund request activated through the online form or the sending of the necessary documentation by email (or paper) in order to request assistance from the lawyers appointed by Flightback together with the express declaration of acceptance of the Terms and Conditions, the Privacy Policy and consent to the processing of personal data.

1.6 Agreement: binding relationship between the Customer and G.e.i.s. Management Group s.r.l. (company that owns the Flightback brand) hereinafter GEIS, which is embodied in the mandate contract.

1.7 Mandate: proxy document signed by the Customer with which he authorizes GEIS to act in his own name and on his own behalf, giving him every wider right of action in the management of the file.

1.8 Assistance: activity carried out by the lawyers in charge after completing the refund request form and which is embodied in the management of the practice, from the complaint phase to the airline to the judicial one, including the out-of-court negotiation phase on behalf of the customer and towards third parties.

1.9 Complaint: Claim for compensation or compensation for damages addressed to the airline or third parties resulting from delay, cancellation or other travel disruption.

Art. 2: Description of the legal assistance service

2.1 The traveler who, having suffered a travel disruption, intends to request legal assistance through the www.flightback.it site, fills out the request form, automatically accepts the following Terms and Conditions, receives privacy policy and expresses consent to the processing of personal data.

2.2 By entering into the mandate contract with GEIS (owner of the Flightback brand), the Customer guarantees that it has the legal capacity to enter into such an agreement, in the name and on behalf of itself or its minor travel companions.

2.3 Once the mandate has been signed by web form, email or ordinary mail, GEIS, through its lawyers, prepares a claim for compensation and sends it to the airline, managing any subsequent communication.

2.4 GEIS will request from the Customer all the necessary information aimed at the complaint, therefore the Customer guarantees that the information provided is true and correct. Therefore, the client authorizes GEIS to provide its defenders with access to all the data communicated by filling out the request form. The Customer authorizes GEIS to transmit his data to the defender designated for the complaint and in any case in which the need arises to take legal action. The Customer also undertakes to provide additional documentation in the event that the evolution of the practice before the Judicial Authority requires it.

2.5 Once the agreement has been signed, GEIS may appoint a trusted lawyer in order to represent the Customer at all stages of the complaint procedure to the airline or third parties, both in the out-of-court phase and in the possible judicial phase. It will be authorized to initiate, conduct and conclude any type of negotiation or legal proceeding in order to obtain compensation and / or compensation resulting from the non-fulfillment of the Airline. The Customer is informed that the decision to settle is at the sole discretion of GEIS, given the signed document relating to the mandate contract.

2.6 The Customer acknowledges that the assistance carried out by GEIS is aimed exclusively at obtaining compensation or other form of compensation related to the travel disruption. GEIS through affiliated lawyers pursues the claim for compensation against the airline on the basis of the EC Regulation

n.261/2004, of EC Regulation n. 889/2002, of the Montreal Convention and of any other current Regulation for the protection of air passengers applicable to the case in question. The activity carried out by the lawyers in charge will be functional to obtaining only pecuniary compensation and will not contemplate requests for further forms of compensation where not documented by documentation.

2.7 The Customer warrants that it has not entrusted any complaint procedure to third parties and that no dispute with the airline concerning the same request is pending. By signing the mandate, the Customer will not be able to entrust the same complaint to third parties. In the event that there is a previous agreement with another company, it must be canceled before signing the mandate. It also undertakes to stop any type of negotiation with the airline and to forward to Flightback any communications received from the same. If you are contacted directly by the company in favor of paying the compensation, you guarantee to notify Flightback without delay before accepting the proposed sum.

2.8 GEIS does not provide any guarantee regarding the success or otherwise of the complaint.

2.9 In case of non-collectibility of the practice linked to exceptional circumstances, GEIS will communicate to the customer the infeasibility of the practice by email, considering the stipulated mandate as resolved.

Art. 3: Cost of the Service

3.1 GEIS handles the refund request free of charge. Only in the event of a positive outcome and therefore of payment of compensation (pecuniary compensation and / or compensation) will be withheld, as reimbursement for the management of the practice, an amount equal to 25% of the total reimbursed.

Art. 4: Payments

4.1 In the event of a positive outcome of the practice, GEIS will promptly transfer the amount compensated to the Customer, through the methods indicated by the same and according to the information provided by him, retaining 25% of the total as per Art. 3.

4.2 GEIS will not be responsible for any effect deriving from the communication of incorrect information by the customer (eg incorrect indication of the holder of the bank account, iban, incorrect address etc ..).

4.3 In the event that the payment, upon incorrect indication of the customer, is made to a different recipient, GEIS will not be required to actively recover the sums paid.

4.4 If the customer has indicated in the complaint request in addition to himself also travel companions, it is assumed that he has the right to represent and collect the sum received also for the other passengers. Therefore, the entire compensation will be paid to the person appointed by the customer and this undertakes to distribute proportionally the amount intended for his travel companions.

4.5 In the event that the customer has provided incorrect or incomplete information necessary for the payment of compensation and/or does not respond to reminders aimed at correcting the requested information, GEIS is entitled to withhold the amount of compensation otherwise intended for the customer.

4.6 No interest can be requested by the customer for the period between receipt and transmission of payments.

4.7 If the Customer receives any type of direct payment from the airline in relation to the complaint sent to GEIS, he is obliged without delay to notify the agent. In the event that such communication does not take place promptly by the customer, GEIS may charge him the costs related to legal fees.

Art. 5: Duration

5.1 The agreement is valid, lasting and effective between the parties until the following events occur:

- Total or partial recovery of compensation and/or other form of compensation, - Non-collectability of compensation and/or compensation, - Revocation of the mandate.

Art. 6: Right of withdrawal

6.1 The acceptance of the mandate agreement signed with GEIS can be revoked within 14 days from the conclusion of the agreement itself, without the need to give reasons. The withdrawal must be sent to info@flightback.it within the aforementioned period.

6.2 The customer may withdraw from the agreement by means of an unambiguous declaration. If the customer revokes the agreement after 14 g he undertakes to pay the legal costs for the activity carried out by the lawyer in charge.

6.3 The customer will not be able to withdraw if he has already been informed by Flightback that the airline has accepted the complaint.

Art. 7: Place of jurisdiction

7.1 In the mandate contract between GEIS and the customer, Italian law applies.

7.2 The exclusive jurisdiction to hear any dispute arising from the signing of such an agreement lies with the judge of the place where the aforementioned company has its registered office.

Art. 8: Information pursuant to art. 13 of European Regulation 679/2016 and consent

8.1 The customer grants GEIS his unequivocal consent for the processing of personal data provided and for their use in the context of legal assistance activities.

8.2 The customer's personal data are shared with the other party concerned (such as airlines, tour operators or flight service retailers), and the judicial authorities, according to the purposes of the submission of the complaint.

8.3 The customer grants GEIS permission to transmit his personal data to legal partners whenever necessary for the purposes covered by the agreement.

Art. 9: Final provisions

9.1 GEIS is entitled to modify these terms and conditions as well as establish additional conditions at any time without prior notification to the customer. However, worsening changes to the customer's conditions will not apply the same without the customer's express consent.

Unless otherwise specified, the terms of use of this Application set forth in this section are general.

Further conditions of use or access applicable in particular situations are expressly indicated in this document.

By using this Application the User declares to meet the following requirements:

- There are no restrictions referring to Users with respect to whether they are Consumers or Users Professionals;
- The User must be at least 18 years old;
- The use of this Application by minors is allowed only under the supervision of their parents or guardians;

Content on this Application

Unless otherwise specified or clearly recognizable, all content available on this Application is owned by or provided by the Owner or its licensors.

The Owner takes the utmost care that the content available on this Application does not violate the applicable legislation or rights of third parties. However, it is not always possible to achieve this. In such cases, without prejudice to the rights and claims legally exercisable, Users are requested to address the relevant complaints to the addresses specified in this document.

Rights to the contents of this Application

The Owner holds and expressly reserves any intellectual property rights on the aforementioned contents.

Users are not authorized to use the contents in any way that is not necessary or implicit in the correct use of the Service.

In particular, but without limitation, Users are prohibited from copying, downloading, sharing beyond the limits specified below, modifying, translating, processing, publishing, transmitting, selling, sublicensing, transforming, transferring/alienating to third parties or creating derivative works from the content available on this Application, allowing third parties to undertake such activities through their User account or ipositivo, even without your knowledge.

Where expressly indicated on this Application, the User is authorized to download, copy and / or share certain content available on this Application exclusively for personal and non-commercial purposes and provided that the attribution of the authorship of the work is observed as well as the indication of any other relevant circumstance requested by the Owner.

The limitations and exclusions provided for by copyright law remain unaffected.

Accessor external resources

Through this Application Users may have access to resources provided by third parties. Users acknowledge and accept that the Owner has no control over these resources and therefore is not responsible for their content and availability.

The conditions applicable to resources provided by third parties, including those applicable to any grant of rights to content, are determined by the third party themselves and governed by their terms and conditions or, in their absence, by law.

Permitted use

This Application and the Service may only be used for the purposes for which they are offered, according to these Terms and in accordance with applicable law.

It is the sole responsibility of the User to ensure that the use of this Application and/or the Service does not violate the law, regulations or rights of third parties.

Therefore, the **Owner reserves the right to take any appropriate measure to protect its legitimate interests, and in particular to deny the User access to this Application or the Service, terminate contracts, report any objectionable activity carried out through this Application or Service to the competent authorities – e.g. judicial or administrative authorities – whenever the User puts in place or is suspected that he establishes:**

- violations of law, regulations and/or Terms; infringement of the rights of third parties; acts that may
- considerably prejudice the legitimate interests of the Data Controller; offenses to the Owner or to a
- third party.
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Limitation of liability and indemnity

Australian users

Limitation of liability

Nothing in these Terms excludes, limits or modifies any warranty, condition, indemnity, right or remedy that you may have under the Competition and Consumer Act 2010 (Cth) or other similar state and territorial laws and that constitutes a right that cannot in any way be excluded, limited or modified (right not excluded). To the maximum extent permitted by law, the liability towards the User, including liability for the violation of a non-excludable right and any other liability not otherwise excluded under these Terms and Conditions, is limited, at the discretion of the Owner, to a new provision of services or payment of the cost for the repetition of their supply.

US Users

Disclaimer of Warranties

The Owner provides this Application "as is" and according to availability. Your use of the Service is at your own risk and peril. To the fullest extent permitted by law, the Owner expressly excludes conditions, covenants and warranties of any kind – whether express, implied, statutory or otherwise, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights. No advice or information, whether oral or written, that the User has obtained from the Owner or through the Services or will create guarantees not expressly provided for herein

Notwithstanding the foregoing, the Owner and its subordinates, affiliates, officers, agents, co-brand owners, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will be available, uninterrupted and secure, at any particular time or place; that any defects or errors will be corrected; or that the Service is free of viruses or other

harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at your own risk and you are solely responsible for any damage to your computer system or mobile device or loss of data resulting from such operation or your use of the Service.

The Owner does not guarantee, approve, ensure or assume responsibility for any product or service advertised or offered by third parties through the Service or any web site or service linked by hyperlink. Furthermore, the Owner does not take part in or in any way monitor any transaction between Users and third-party suppliers of products or services.

The Service may become inaccessible or may not function properly with your browser, device and/or operating system. The Owner cannot be held responsible for any damage, whether perceived or actual, deriving from the content, operation or use of the Service.

Federal laws, some states, and other jurisdictions do not allow the exclusion and limitation of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users special legal rights. Users may also have additional rights that vary from state to state. The limitations and exclusions set forth in this Agreement apply to the extent permitted by law.

Limitation of liability

To the fullest extent permitted by applicable law, in no event shall the Proprietor and its subordinates, affiliates, officers, agents, joint brand owners, partners, suppliers and employees be held liable for

- any indirect, intentional, collateral, special, consequential or exemplary damages, including, but not limited to, damages resulting from loss of profits, goodwill, use, data or other intangible loss, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering with or other unauthorized access to or use of the Service or the User account or the information contained therein;
- any error, lack or inaccuracy in the contents;
- personal injury or property damage, of any nature, resulting from your access to or use of the Service;
- any unauthorized access to the security servers of the Data Controller and / or any personal information stored therein
- any interruption or cessation of transmissions to or from the Service; any bugs, viruses, trojan horses or the like that may be transmitted to or through the Service; any errors or omissions in any content or for any loss or damage suffered as a result of
- the use of any content posted, emailed, transmitted or otherwise made available through the Service; and/or
- the defamatory, offensive or illegal conduct of any User or third party. Under no circumstances shall the Owner and its subordinates, affiliates, officers, agents, co-brand owners, partners, suppliers and employees be held liable for any claim, proceeding, liability, obligation, damage, loss or cost for an amount exceeding that paid by the User to the Owner during the previous 12 months, or for the duration of this Agreement between the Owner and the User, whichever is shorter.

This section on limitation of liability applies to the fullest extent permitted by law in the applicable jurisdiction, regardless of whether the alleged liability arises in contract, tort, negligence, strict liability or any other basis, even if the Owner was advised of the possibility of such damage occurring.

Some jurisdictions do not allow the exclusion or limitation of collateral and consequential damages, so the above limitations or exclusions may not apply to you. These Terms give you specific legal rights, and you may have other rights that vary from jurisdiction to jurisdiction. The waivers, exclusions or limitations of liability provided in these Terms do not apply beyond the limits of applicable law.

Indemnity

The User undertakes to defend, indemnify and hold harmless the Owner and its subordinates, affiliates, officers, agents, co-brand owners, partners, suppliers and employees from and against any claim or demand, damage, obligation, loss, liability, burden or debt and expense, including, without limitation, legal fees and expenses arising from

- the use of or access to the Service by the User, including any data or content transmitted or received by the User;
- your breach of these Terms, including, but not limited to, any breach by you of any representations or warranties under these Terms; your violation of any third party rights, including, but not limited to, any rights relating to privacy or intellectual property;
- your violation of any applicable law, regulation or regulation of any content submitted from your account, including, but not limited to, misleading, false or inaccurate information, including if a third party is accessing it with your personal username
- and password or other security measures, if any; your willful misconduct; or your breach of any legal provision of the User or
- its affiliates, officers, agents, co-brand owners, partners, suppliers and employees, to the extent permitted by applicable law

- **Common provisions**

No Implied Waiver

The failure of the Owner to exercise any legal rights or claims arising from these Terms shall not constitute a waiver thereof. No waiver shall be final with respect to a specific right or any other right.

Interruption of Service

To ensure the best possible level of service, the Owner reserves the right to interrupt the Service due to maintenance purposes, system updates or any other modification, giving appropriate notice to Users.

Within the limits of the law, the Owner reserves the right to suspend or completely terminate the Service. In the event of termination of the Service, the Owner will ensure that Users can extract their Personal Data and information according to the provisions of the law.

Furthermore, the Service may not be available for reasons beyond the reasonable control of the Owner, such as force majeure (e.g. strikes, infrastructure malfunctions, blackouts, etc.).

Resale of the Service

Users are not authorized to reproduce, duplicate, copy, sell, resell or exploit this Application or the Service in whole or in part without the prior written consent of the Owner, expressed directly or through a legitimate resale program.

Privacy policy

Information on the processing of Personal Data is contained in the privacy policy of this Application.

Intellectual property

Without prejudice to any more specific provision contained in the Terms, intellectual and industrial property rights, such as copyrights, trademarks, patents and models relating to this Application are exclusively enforced by the Owner or its licensors and are protected under the laws and international treaties applicable to intellectual property.

All trademarks – word or figurative – and any other distinctive sign, company, service mark, illustration, image or logo that appear in connection with this Application are and remain the exclusive property of the Owner or its licensors and are protected under the laws and international treaties applicable to intellectual property.

Changes to the Terms

The Owner reserves the right to modify the Terms at any time. In this case, the Owner will give appropriate notice of the changes to Users.

The changes will affect the relationship with the User only for the future.

Your continued use of the Service constitutes your acceptance of the updated Terms. If you do not wish to accept the changes, you must cease using the Service. Failure to accept the updated Terms may result in either party being able to terminate the Agreement.

The previous applicable version continues to govern the relationship until the User accepts it. This version can be requested from the Data Controller.

If required by applicable law, the Owner will specify the date by which the changes to the Terms will take effect.

Assignment of the contract

The Owner reserves the right to transfer, assign, dispose of, novate or contract individual or all rights and obligations under these Terms, having regard to the legitimate interests of the Users.

The provisions relating to the modification of these Terms apply.

The User is not authorized to assign or transfer his rights and obligations under the Terms without the written consent of the Owner.

Contacts

All communications regarding the use of this Application must be sent to the addresses indicated in this document.

Safeguard clause

If any provision of these Terms should be or become null and void or ineffective under applicable law, the nullity or ineffectiveness of such provision shall not cause the remaining provisions to be ineffective, and the remaining provisions shall remain valid and effective.

US Users

Any invalid or ineffective provision will be interpreted and adapted to the extent necessary to make it valid, effective and in conformity with the original purpose.

These Terms constitute the entire agreement between the User and the Owner with reference to the subject matter regulated and prevail over any other communication, including any previous agreements, between the parties regarding the regulated subject matter.

These Terms will be enforced to the fullest extent permitted by law.

European users

If any provision of these Terms should be or become void, invalid or ineffective, the parties will endeavor to identify amicably a valid and effective provision replacing the void, invalid or ineffective provision.

In the event of failure to agree within the aforementioned periods, if permitted or provided for by applicable law, the void, invalid or ineffective provision will be replaced by the applicable legal discipline.

Notwithstanding the foregoing, the nullity, invalidity or unenforceability of any particular provision of these Terms shall not render the entire Agreement null and void, unless the void, invalid or ineffective provisions under the Agreement are essential or of such importance, that the parties would not have concluded the Agreement if they had known that the provision of the Agreement would not have been void. and would have been invalid, i.e. in cases where the residual provisions would impose an excessive and unacceptable burden on one of the parties.

Applicable law

The Terms are governed by the law of the place where the Owner is established, as well as the relevant section of this document without regard to conflict of law rules.

Exception for European Consumers

However, notwithstanding the foregoing, if you are acting as a European Consumer and have your habitual residence in a country whose law provides for a higher level of consumer protection, that higher level of protection shall prevail.

Jurisdiction

The exclusive jurisdiction to hear any dispute arising out of or in connection with the Terms lies with the court of the place where the Owner is established, as indicated in the relevant section of this document.

UK consumers

Consumers based in England and Wales may bring an action in relation to these Terms in the English and German courts. Consumers based in Scotland may bring an action in relation to these Terms in the courts of Scotland or England. Consumers based in Northern Ireland may bring an action in relation to these Terms in the courts of Northern Ireland or England.

US Users

Each party expressly waives any right to a trial before a jury, in any court, with respect to any action or dispute. Any claim under these Terms must be brought individually, and no party shall participate in a class action or other proceeding together with or on behalf of others.

Definitions and legal references

This Application (or this Application)

The structure that allows the provision of the Service.

Agreement

Any legally binding or contractual relationship between the Owner and the User governed by the Terms.

Business User

Any User who does not fit the definition of Consumer.

European (or Europe)

It defines a User physically present or with registered office in the European Union, regardless of nationality.

Owner (or We)

Means the natural or legal person who provides this Application and/or offers the Service to Users.

Service

The service offered through this Application as described in the Terms and on this Application.

Terms

All conditions applicable to the use of this Application and/or the provision of the Service as described in this document as well as in any other document or agreement connected to it, in the most up-to-date version respectively.

User (or You)

Means any natural person using this Application.

Consumer

Any natural person who, as a User, uses goods or services for personal purposes and, in general, acts for purposes unrelated to his business, commercial, craft or professional activity.

Latest update: February 23, 2023