

## JetApp GmbH General Terms and Conditions of Use for use of the [www.jetapp.com](http://www.jetapp.com) flight booking platform.

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### Step Scope

1.1. These General Terms and Conditions of Use (hereafter “**Terms and Conditions of Use**“) apply to contracts for use of our flight booking platform [www.jetapp.com](http://www.jetapp.com) (hereafter “**JetApp Booking Platform**“) between

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70173 Stuttgart, Germany

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E-mail: [booking@jetapp.com](mailto:booking@jetapp.com)

Managing Director: Philipp Schlüren

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

and the user of the JetApp Booking Platform (hereafter “**Customer**“). The Terms and Conditions of Use apply regardless of whether the Customer is a consumer, entrepreneur or businessman. A consumer is a natural person who uses the JetApp Booking Platform or who undertakes a booking via the JetApp Booking Platform for a purpose which cannot be ascribed predominantly to either the person's commercial or self-employed professional activity.

1.2. The version of the Terms and Conditions of Use applying on registration shall be authoritative for use of the JetApp Booking Platform.

1.3. JetApp will not accept the Customer's divergent general terms and conditions. This shall also apply even if JetApp does not expressly reject their inclusion.

### Step Registering to use the JetApp Booking Platform

2.1. The Customer must register to book flights using the JetApp Booking Platform. To do this, the Customer must first enter the details required in the registration form. There is no entitlement to registration; JetApp is entitled to reject registration applications without providing reasons.

2.2. The Customer must be of legal age and legally competent in order to register. Minors are not permitted to register. In the case of a legal entity, registration must be effected by a legally competent authorized representative who is a natural person.

2.3. JetApp will review the details provided by the Customer for registration with regard to completeness and plausibility. If in JetApp's opinion the details are correct and there are no other concerns, JetApp will provide the requested access and the Customer will be forwarded to the customer account. JetApp's Data Protection Statement provides information about storage, processing and use of the Customer's personal details and this can be downloaded using the "Data Protection" link in the footer on every page of the JetApp Booking Platform.

2.4. The Customer will be asked to provide an e-mail address and a password during the registration process. Once the Customer has been given access, the Customer will be able to use these access details to log on to the JetApp Booking Platform.

2.5. The Customer must keep the password secret and not make it accessible to unauthorized third parties.

2.6. It is furthermore the Customer's responsibility to ensure that it is only the Customer and/or a person authorized by the Customer who accesses the JetApp Booking Platform and uses the services made available on the JetApp Booking Platform. The Customer must inform JetApp immediately if it is feared that unauthorized third parties have acquired or will acquire knowledge of the Customer's log-in details.

2.7. The Customer is obliged to keep details (including contact details) up to date. The Customer must amend the details in the customer account on the JetApp Booking Platform without delay if a change to the details provided occurs during the term of contractual use of the JetApp Booking Platform. If the Customer does not succeed in doing so, the Customer must immediately inform JetApp of the amended details by e-mail or fax.

## Step Scope of permitted use of JetApp Booking Platform

3.1. Within the scope of the regulations of these Terms and Conditions of Use, the Customer's authorization for use is restricted to accessing the JetApp Booking Platform and use of the services available on the JetApp Booking Platform.

3.2. The Customer is personally responsible for creating the technical conditions necessary for contractual use of the JetApp Booking Platform that are within the scope of the Customer's responsibility. JetApp does not offer any advice in this regard.

3.3. Unless further use is expressly permitted in these Terms and Conditions of Use or on the JetApp Booking Platform, or facilitated on the JetApp Booking Platform by appropriate functionality (e.g. Download button),

- the Customer may only access and display the content available on the JetApp Booking Platform for the purpose of recourse to the services provided on the JetApp Booking Platform. This right of use is limited to the duration of contractual authority to use the JetApp Booking Platform;
- the Customer is prohibited from editing, modifying, translating, demonstrating or presenting, publishing, exhibiting, reproducing or disseminating all or part of the content available on the JetApp Booking Platform. The Customer is also prohibited from removing or modifying copyright notices, logos, and other registration marks or proprietary notices.

3.4. The Customer is authorized to download ("**Download**") and print out content only if the Download or print options are available as a function on the JetApp Booking Platform (e.g. by means of a Download button).

3.5. The Customer will receive a non-exclusive right, unlimited in time, to use for personal, non-commercial purposes of the content duly downloaded and/or printed by the Customer.

3.6. The Customer's mandatory statutory rights (including of reproduction for private and other personal use according to section 53 German Copyright Act - UrhG) will remain unaffected.

3.7. Any activities on and/or in connection with the JetApp Booking Platform which violate third-party rights, applicable law or violate child protection principles are prohibited.

3.8. The following activities are furthermore prohibited regardless of a potential violation of the law:

- Dissemination of viruses, trojans and other malware;
- Dissemination and/or public reproduction of content available on the JetApp Booking Platform if not expressly permitted by the respective author, or expressly provided as functionality on the JetApp Booking Platform.
- Any act likely to prejudice smooth operation of the JetApp Booking Platform, in particular to unduly tax JetApp's systems.

## 4. Protection of content on the JetApp Booking Platform

The content available on the JetApp Booking Platform is predominantly protected by copyright or other proprietary rights and is owned respectively by JetApp or other third parties that have provided the respective content. The content compilation per se is protected as a database within the terms of sections 4 (2) and 87a (1) German Copyright Act, as the case arises. The Customer may use this content only in accordance with these Terms and Conditions of Use and to the extent specified on the JetApp Booking Platform.

## 5. Cost of using and booking flights

Use of the JetApp Booking Platform is free. If the Customer books flights via the JetApp Booking Platform, the regulations contained in JetApp's General Terms and Conditions of Carriage, which can be downloaded, inter alia, from the "TCC" link in the footer of every page on the JetApp Booking Platform, will apply to this and to the costs incurred as a result.

## 6. Contract duration, Termination

The contract for use of the JetApp Booking Platform will run for an unspecified term and can be terminated by either party at any time without notice. If the contract for use of the JetApp Booking Platform is terminated at a point at which the Customer has already made a binding offer to conclude an air carriage contract, or such a contract has already been concluded, the Terms and Conditions for Use of the JetApp Booking Platform will continue to apply until cessation of the air carriage contract.

## 7. JetApp's liability

7.1. JetApp will be liable for damages and for compensation for wasted expenditure, irrespective of the legal grounds, according to the regulations in this clause 7.1, as follows:

7.1.1. 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.

7.1.2. 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 due performance of the contract and on whose observance the other party must routinely rely.

7.1.3. The liability in the Terms and Conditions of Carriage shall pertain for air carriage contracts concluded by the Customer using the JetApp Booking Platform.

## 8. 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 registered as a consumer (see clause 1.1) and, at the time of registering, 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.

## 9. Jurisdiction

If the Customer is a businessman 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. The applicable legal provisions shall otherwise apply to local and international jurisdiction.

## 10. Consumer dispute resolution

10.1. 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/>.

10.2. We are obliged by law to draw your attention to our e-mail address. This is [booking@jetapp.com](mailto:booking@jetapp.com).

10.3. With regard to these Terms and Conditions of Use, JetApp will not participate in dispute resolution proceedings at a consumer arbitration service within the terms of the German Consumer Dispute Resolution Act and is also not obliged to do so. JetApp's General Terms and Conditions of Carriage will apply to consumer dispute resolution proceedings for conclusion of an air carriage contract.