

TERMS AND CONDITIONS OF USING AGENCY BOOKING SERVICES

Concluded between *Wizz Air Hungary Ltd.* (BUD International Airport Building 221, H-1185 Budapest; registered in Hungary under registration number: Cg. 01-09-964332; hereinafter referred to as *Wizz Air*) and *travel agency* registered for the Agency Booking Service through the Website (hereinafter referred to as *Agency*).

The contract between *Wizz Air* and the *Agency* shall not be construed as an agency appointment and the *Agency* must not act on behalf of *Wizz Air*, must not call itself „General Sales Agent” and other denominations (such as but not limited to Airline Ticket Office, consignee or authorized sales agent) that may suggest that *Agency* is an office of *Wizz Air* or agency owned by *Wizz Air* Group or is engaged by *Wizz Air* for the purposes of selling *Wizz Air*’ services as an agent or as any other affiliated entity.

1. DEFINITIONS

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

“**Agency Booking Fee**” means the fee payable by the *Agency* per Passenger per flight for the use of Agency Booking Service.

“**Agency Booking Service**” means a special booking service provided by *Wizz Air* through the Website or the Call Centre that enables bulk booking and booking management (including but not limited to the management of booking) for travel agencies registered for such service.

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

“**On-line Agency Registration**” means the supplying data through the Website by the *Agency* to set up an agency account according to the Terms and Conditions of Use hereunder. Confirmation of registration will be sent via e-mail by *Wizz Air*, including ID number and password.

“**Registered Agency**” means the *Agency* acting on behalf of the Passenger in buying the services of *Wizz Air* either on the basis of an individual authorization or on a travel contract, and that submits to the Terms and Conditions of Use hereunder by registering through the Website.

“**Fare**” means the price of the carriage by air from the Place of Departure to the Place of Destination. The Fare in case of bookings made via the Agency Booking Service includes taxes and charges and the available lowest amount of Fees for Other Services unavoidable for the purpose of reservation and one Large Cabin Bag.

“**Large Cabin Bag**” means Hand Baggage of which size exceeds the dimensions of 42x32x25cm but does not exceed the dimensions of 56x45x25cm.

“**Total Fare**” means the price payable for all services provided by *Wizz Air* to the Passenger having a reservation via the Agency Booking Service, which includes the Fare for the carriage by air, the Agency Booking Fee and the Fees for Other Services.

2. RIGHTS AND OBLIGATIONS OF THE AGENCY

2.1.

2.2. Agency's rights and obligations in respect of On-line Agency Registration and the Agency Booking Service

- 2.2.1. Agency shall provide all information thereon required by Wizz Air for registering the Agency for the Agency Booking Service as indicated in the respective registration form. Wizz Air reserves the right to evaluate the data provided by the Agency and decide, in its sole discretion, to accept or reject the registration to the Agency Booking Service. Such confirmation or rejection will be sent by Wizz Air electronically to the e-mail address of the Agency as indicated in the registration form, within 7 days from the submission of the registration.
- 2.2.2. Agency shall handle all confidential information (including but not limited to trade secrets or business secrets, Passenger's personal data) it has or may become aware of confidentially and according to applicable laws and the General Conditions of Carriage. This information may be used and furnished to third parties only for performance of this contract and with written consent of Wizz Air or persons concerned, if necessary; except as otherwise provided by law. Furthermore, Agency shall ensure that its selling agencies (if any) and employees thereof comply with the provisions of this paragraph and that these latter ensure that all those who may become aware of confidential information comply with the provisions of this paragraph.
- 2.2.3. Agency may, for the purposes of advertising, use Wizz Air's registered trademarks (including Wizz Air's logo) or non-registered marks (including the colour combination magenta and viola) solely upon the express prior written consent of Wizz Air. Advertising requests shall be sent to communication@wizzair.com. Authorization of indication of Wizz Air logos and trademarks is the exclusive right of Wizz Air. Such requests may be denied without explanation. The use of Wizz Air's name shall not result in injury to business reputation of Wizz Air neither directly nor indirectly. Therefore, Agency shall refrain from declarations, acts, advertisement and publication of media releases that injures or threatens to injure Wizz Air's reputation or leads or threatens to lead to misinterpretation in Wizz Air's opinion. Agency expressly undertakes not to apply for trademark or domain name registrations including or consisting of Wizz Air's registered trademarks, company or trade name, or any non-registered mark protected by applicable law.
- 2.2.4. The Agency shall indemnify for and hold Wizz Air harmless against any damage, loss, costs and expenses arising from the breach of its obligations defined in clause 2.2.3 hereof.
- 2.2.5. Agency notes that it shall cease the application of references and images identifiable with Wizz Air forthwith upon termination of its registration.
- 2.2.6. Wizz Air is entitled to monitor compliance with these Terms and Conditions of Use, including on-site controls upon Wizz Air's prior request.

2.3. Agency's rights and obligations in respect of using the Agency Booking Service

- 2.3.1. In the course of using the Agency Booking Service, the Agency acts on behalf of the Passenger in buying the services performed by Wizz Air, i.e. Agency will use the

- Agency Booking Service to conclude contracts with Wizz Air in the name and on behalf of the Passenger for performing services (including but not limited flight booking, services related to baggage, priority boarding, extra legroom seat, flight changes, carriage of infants) that will eventually establish a contract between the Passenger and Wizz Air for performing travel related services, in accordance with applicable laws and the General Conditions of Carriage. Booking transactions shall be made through the booking engine operated on the Website or through the Call Centre.
- 2.3.2. Agency hereby warrants that in any and all cases, during the entire term of its registration for the Agency Booking Services, it is entitled and duly authorized by the Passenger to act in the name and on behalf of the Passenger.
 - 2.3.3. Agency shall use the Agency Booking Services subject to the Terms and Conditions of Use hereunder and shall make the reservation subject to this Terms and Conditions of Use and in accordance with the General Conditions of Carriage.
 - 2.3.4. Agency shall furnish all information to Passenger regarding the Contract for Carriage to the Passenger and inform the Passenger on the contents thereof prior to booking the services of Wizz Air through the Website. Agency shall comply with the applicable laws, especially but not limited to laws in respect of data protection, price communication and consumer protection. The Agency shall be liable and indemnify Wizz Air for any damage, loss, costs and expenses arising from any non-compliance with the applicable laws.
 - 2.3.5. Agency shall be liable for (i) prompt performance of its obligations, (ii) compliance with applicable laws; and also for (iii) correctness and genuineness of information furnished to Wizz Air.
 - 2.3.6. Agency shall provide true and accurate data required for identifying passengers within the Agency Booking Service. Agency shall promptly inform Wizz Air about any changes in the information of the Passenger provided by the Agency in the course of booking or adding service, and any modifications thereof shall be subject to General Conditions for Carriage.
 - 2.3.7. Agency shall provide all Passenger information and data required by Wizz Air to process the respective booking as indicated in the Agency Booking Service's form and in the General Conditions for Carriage, and shall especially furnish the contact details (email address, mailing address, and phone number) of the Agency and the direct phone number of the Passenger in the reservation made by it through the Agency Booking Service.
 - 2.3.8. Subject to clause 6. of the General Conditions of Carriage Wizz Air will inform the Passengers of schedule changes and flight cancellations. Such undertaking by Wizz Air shall not exempt the Agency from its information obligations under the respective travel contract or other engagement with the Passenger, if any.
 - 2.3.9. Agency shall be responsible for booking seats and, if requested by the Passenger, ordering other services in the name and on behalf of the Passenger, and for the payment of the Total Fare (including but not limited to the Fare and the Agency Booking Fee) to Wizz Air.
 - 2.3.10. Prior to using the Agency Booking Services Agency shall inform the Passengers or persons wishing to use Wizz Air services that contract for carriage by air is concluded between the Passenger and Wizz Air .

- 2.3.11. Agency shall be entitled to set up solely one account for the purposes of the Agency Booking Services. Agency may sublicense its user account to third parties solely upon the prior written consent of Wizz Air. This provision shall not affect the provision of the Itinerary to the Passenger by the Agency for the purposes of the air carriage contract between the Passenger and Wizz Air.
- 2.3.12. Agency shall inform the Passenger that all claims and complaints related to Wizz Air services shall be submitted to Wizz Air Customer Service Department via wizzair.com. Agency shall promptly forward any claims or complaints received from Passengers if they relate to Wizz Air services to Wizz Air and shall not handle them.
- 2.3.13. Agency shall hand over the Itinerary provided by Wizz Air to the Passenger. Instead of Itinerary provided by Wizz Air, Agency may hand over an itinerary prepared by it based on the original Itinerary. Should the Agency hand out an itinerary prepared by it, the itinerary shall contain the confirmation code provided by Wizz Air and all information relating to carriage by air (such as: date of travel, place of departure and destination, time of departure and arrival) and the conditions of the Contract (for Carriage by Air). If an itinerary prepared by the Agency is provided, the Agency shall be liable for the correctness of information contained therein.

3. PAYMENT OF THE FARE AND OTHER FINANCIAL PROVISIONS

- 3.1. Tariffs defined by Wizz Air are published on the Website. Publication of Tariffs are solely for information purposes.
- 3.2. Agency shall pay the Total Fare for the booked seats and ordered services to Wizz Air upon concluding the Contract for Carriage by Air with Passenger, through company card transaction made on the Website, or bank transfer or by using its Agency Wizz Account. Payment to Wizz Air may also be made directly by the Passenger or another person paying for the carriage. Wizz Air will invoice the entity or person whose contact details are provided in the booking as the one effecting the payment of the Total Fare. Wizz Air publish the list of credit cards it accepts on the Website.
- 3.3. Should the Passenger be entitled to a refund according to Wizz Air's General Conditions of Carriage, Wizz Air will refund the money to the bank account that was used for the payment. Therefore, if payment was made by the Agency's credit or debit card, money will be refunded to Agency. In this case the Agency shall arrange payment to passenger or to the person paying for the carriage.

4. LIABILITY OF THE CONTRACTING PARTIES

- 4.1. Contracting Parties shall act according to duty of care expectable from companies knowing and acting in travel industry and with compliance with applicable laws.
- 4.2. Agency shall be liable for any and all damages caused to Passengers arising out of any miscommunication/misinformation in respect of Wizz Air or Wizz Air's services by the Agency to Passenger. Wizz Air shall not, for any reason whatsoever, be responsible for the fulfilment of the travel contract or other engagement between the Passenger and the Agency.
- 4.3. Save for any refunds sought directly from Wizz Air or any compensation for damages that may be and are claimed by the Passenger from Wizz Air pursuant to its General Conditions for Carriage or applicable law and paid by Wizz Air directly to the Passenger, the Agency shall be liable for reimbursing Passengers of the fee the Passenger (including but not

limited to any refund or compensation) may be entitled to pursuant the engagement between the Passenger and the Agency and for reimbursing the Passenger the amount of refund or compensation Wizz Air might have paid to the Agency in accordance with clause 3.3 hereof.

- 4.4.If Wizz Air settles any fee or compensation due to the Passenger on the basis of the General Conditions of Carriage (including but not limited to refunds) by means of direct payment to the Agency, but the Agency fails to forward such sums to the Passenger, and the Passenger seeks direct remedy from Wizz Air, Agency shall fully indemnify Wizz Air on demand for any and all payments that Wizz Air may be legally obliged to directly pay to the Passenger, including any and all costs, fees (including legal costs) or expenditures related to the settlement procedure with the Passenger.
- 4.5.Agency shall be liable and shall indemnify Wizz Air for any damages, fees, penalties, interest obligations, losses, costs and expenses arising from any claim brought, made or threatened against Wizz Air by any third party, or any fine imposed on Wizz Air in connection with the performance or lack of performance of these Terms and Conditions of Use by the Agency arising from (i) the wilful misconduct of the Agency, (ii) any fraudulent or negligent acts, omissions or (iii) breaches by the Agency of any obligation, representation, warranty, covenant or agreement of the Agency hereunder. Nothing in this clause shall require the Agency to indemnify Wizz Air to the extent that any claim for an indemnity under this clause arises directly from any breach by Wizz Air of its obligations hereunder or under the Contract for Carriage by Air between the Passenger and Wizz Air or any negligent act or omission, wilful misconduct, dishonesty or fraud by Wizz Air.
- 4.6.Wizz Air shall not be liable for any direct or indirect, incidental consequential, or proprietary damages arising out of the temporary or permanent unavailability of the entire Call Centre, Website or the Agency Booking Service, or out of the technical infrastructure of Agency or any incompatibility between the Agency Booking Service and the Agencies technical infrastructure, or out of any cookies used on the Website.
- 4.7.Notwithstanding any other provision hereof, Wizz Air shall not be liable for any consequential, indirect, or special damages, including without limitation lost data, lost profits, or interruption of business, whether arising from fraud, negligence, breach of contract or breach of statutory duty or otherwise, even if it was aware of the likelihood of such damages.
- 4.8.Agency shall assume all responsibility and risk for using the Agency Booking Service. Wizz Air and its affiliates do not assume any legal liability or responsibility for the accuracy, completeness or usefulness of any material or information on the Website.

5. TERM AND TERMINATION OF THE AGENCY REGISTRATION

- 5.1.The Terms and Conditions of Use hereunder between the Agency and Wizz Air enter into force upon the confirmation of registration for an indefinite period.
- 5.2.Wizz Air may, at any time, in its sole discretion, terminate the provision of the Agency Booking Service, without any liability for damages or compensation whatsoever to Agency.
- 5.3.Wizz Air may terminate the Agency's registration without reason in writing (by email) with a notice period of 30 days.

- 5.4. Agency may request the termination of its registration at any time without reason in writing by sending an e-mail to agencyderegistration@wizzair.com. Wizz Air shall complete the termination of the registration within 15 days of receiving the Agency's notification.
- 5.5. Wizz Air may terminate the Agency's registration, and Agency may request the termination of its registration with immediate effect, in case of serious breach of contract by the other Party, if the breaching Party fails to remedy such breach within 8 days of receiving the other Party's written notice on the breach of contract.
- 5.6. Contracting Parties shall settle accounts within 15 days from termination of the Agency's registration. These Terms and Conditions of Use shall be applied to any bookings made through the Agency Booking Service prior to the termination of the Agency's registration for reasons whatsoever.

6. AMENDMENT OF THE TERMS AND CONDITIONS OF USE

- 6.1. Wizz Air may, in its sole discretion, at any time unilaterally amend these Terms and Conditions of Use by publishing the amended Terms and Conditions of Use on the Website.
- 6.2. Wizz Air will publish its applicable fares and General Conditions of Carriage (as amended from time to time) on the Website.

7. FINAL PROVISIONS

- 7.1. The Agency declares that it is a registered company, registered travel agent having all the licenses required by applicable law, and acting as a business, not as a consumer. The Agency declares that it is not undergoing any bankruptcy or liquidation process and it does not need any authorization from any third party or authority for fulfilling these Terms and Conditions of Use.
- 7.2. Agency agrees that Wizz Air may publish its name and address and other contact details indicated in its registration on the Website as a Registered agency, upon registration.
- 7.3. The registered trademarks or non-registered marks (including the logo, if any) of the Agency may be published on Wizz Air's website by prior, written consent of the Agency.
- 7.4. Agency agrees that Wizz Air may send it electronic mails containing Wizz Air news, promotions and information, after registration of Agency. Agency may also procure that Passengers give express prior consent to such receipt of electronic mails of Wizz Air to their email address provided by the Agency to Wizz Air in the course of using the Agency Booking Service; in such case Agency shall procure that Passengers are informed of Wizz Air's privacy policy as required by Act CXII of 2011 on the Right of Informational Self-Determination and the Freedom of Information. Agency shall warrant that the data of Passengers are lawfully handed over to Wizz Air for such purposes (especially that the Passenger has given express and informed consent to the receipt of such direct marketing emails) and shall fully indemnify Wizz Air for any damages, including any fines imposed on Wizz Air in case of the breach thereof.
- 7.5. In matters not settled herein the General Conditions of Carriage, and Hungarian law shall apply.
- 7.6. Disputes arising out of the present contract shall be primarily settled through amicable discussions between the Contracting Parties. Contracting Parties declare exclusive jurisdiction of the competent ordinary courts of Hungary

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