

TERMS AND CONDITIONS

IMPRESSUM

Details of the website operator: Company Name: Jet'n'Fly Limited Liability Company Registered Office: 1054 Budapest, Kálmán Imre street 1. Company Registration Number: 01-09-431657 Tax Number: 32578689-2-41 EU Tax Number: HU32578689

Details of the hosting service provider: Name: Milcomp Services Ltd. Company Registration Number: 13-09-192367 Registered Office: 2030 Érd, Csaba street 67.

DEFINITIONS

Website	The present website, which serves for concluding an agreement between the Partner and the User, ensuring the contracting process and presenting the services outlined in these Terms and Conditions.
User	Refers to a person who utilizes any element of the Service by accepting these Terms and Conditions.
User Content	Refers to writings, opinions, comments, and evaluations prepared by Users in connection with the services provided by the Partner.
Account	Refers to the unique user storage created through registration, provided the Website allows it.
Booking	Refers to the process described in this document, resulting in an Agreement between the Partner and the User.
Partner/Operator	Refers to the company or individual providing exclusive travel conditions or services displayed on the Website.
Agreement	Refers to the full agreement between the User and the Partner regarding the services provided by the Partner.

APPLICABLE LAWS

The provisions of the Contract or the governing law specified therein apply to the Contract. Regarding this Website, the following laws are applicable:

Act CLV of 1997 on Consumer Protection

Act CVIII of 2001 on Electronic Commerce Services and Certain Issues of Information Society Services

Act V of 2013 on the Civil Code

Government Decree 19/2014 (IV.29.) on the Procedural Rules for Handling Warranty and Guarantee Claims for Goods Sold under a Consumer and Business Contract

Act LXXVI of 1997 on Copyright

Act CXX of 2011 on the Right to Informational Self-Determination and Freedom of Information

Regulation (EU) 2018/302 of the European Parliament and the Council (February 28, 2018) on Addressing Unjustified Geoblocking and Other Forms of Discrimination Based on Consumers' Nationality, Residence, or Place of Establishment within the Internal Market, and Amendments to Regulations (EC) 2006/2004, (EU) 2017/2394, and Directive 2009/22/EC

Regulation (EU) 2016/679 of the European Parliament and the Council (April 27, 2016) on the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of Such Data, and Repealing Directive 95/46/EC (General Data Protection Regulation).

SERVICE

The purpose of the Service is to display aggregated offers and advertisements for travel services provided by Jet'n'Fly's contracted Partners, inform Users, operate a flight search service, forward Users' quote requests and booking needs to the Partners, facilitate the creation of Contracts between the two parties, and provide a platform for Users to express their opinions.

According to Section 6, paragraph (4), point b) of Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises, Jet'n'Fly is not considered a payment service provider, as it acts solely as an independent commercial agent on behalf of the Partner, authorized to conclude Contracts between the Partner and the User, but does not perform financial transactions on behalf of the User.

In the operation of the Website, Jet'n'Fly qualifies as an intermediary in accordance with the provisions of Act CVIII of 2001 on Electronic Commerce Services and Information Society Services.

The User acknowledges and agrees that the operator of the Website is entitled, at its discretion, to manage a system that determines the order of the Partners' offers and display them accordingly.

REQUEST FOR QUOTE AND CONTRACT PROCESS

The User has the option to search and browse among the flights displayed on the Website based on various parameters.

The User can initiate a request for a quote for a specific flight or a general inquiry by clicking on the "Request a quote" menu option.

The User is responsible for ensuring the accuracy of the search parameters provided in the quote request form.

After processing the quote request, Jet'n'Fly will promptly verify the details of the request. If clarification is needed to send the quote, Jet'n'Fly will contact the User using the provided contact details.

Once the quote request has been verified, Jet'n'Fly will send the quote to the User.

The user has the opportunity to enter into a travel contract with the selected Partner from the offer after the conclusion of the so-called Charter Agreement with Jet'n'Fly. This contract is concluded through Jet'n'Fly's platforms, while the travel contract is established on the platform and under the terms defined by the Partner.

These Terms of Use shall be interpreted exclusively in conjunction with the terms of the so-called Charter Agreement to be concluded with Jet'n'Fly.

The finalization of the booking is carried out through Jet'n'Fly's electronic contracting processes, in accordance with the terms approved by the Partner (Operator), by providing the required user information. The acceptance of the offer does not constitute the formation of a contract between the User and Jet'n'Fly or between the User and the Partner (Operator).

PRICING

The prices are indicated in the currency chosen by the Partner. The prices are for informational purposes only.

Jet'n'Fly strives to inform the User in advance about any costs and fees (extra charges) associated with the service provided by the Partner, taking into account the circumstances of their occurrence.

The payment for the service provided by the Partner is made based on the payment methods and tools offered by the Partner.

It cannot be ruled out that, for business policy reasons, the Partner and Jet'n'Fly may adjust or clarify the prices. If the Partner or Jet'n'Fly has displayed an incorrect price, the Partner or Jet'n'Fly will proceed according to the "Procedure in Case of Incorrect Pricing" section:

Procedure in Case of Incorrect Pricing:

In the event of an incorrect price display, the Partner or Jet'n'Fly, in collaboration with the Partner, will offer the opportunity to purchase the product/service at its correct price. Based on this information, the User may decide whether to order the product/service at the correct price or cancel the order without any disadvantageous legal consequences, in accordance with the Partner's current terms and conditions.

RELATED SERVICES

The content available on the Website may be freely shared by the User with their acquaintances via a link copied to the clipboard or other sharing options. By using the Service, the User undertakes not to infringe upon the rights or legitimate interests of Jet'n'Fly.

The User can subscribe to receive newsletters on the Website. Subscription requires the complete and accurate filling out of a form with the User's valid data. The newsletter always contains advertisements.

Jet'n'Fly is entitled to organize "Sweepstakes" or "Promotions" in connection with the Services displayed on the Website. In all cases, Users will be provided with separate information about these, in compliance with the applicable laws and regulations related to the promotion or game.

COPYRIGHT

Under Section 1 (1) of Act LXXVI of 1999 on Copyright (hereinafter: Copyright Act), the website qualifies as a copyrighted work, and thus all parts of it are protected by copyright. Pursuant to Section 16 (1) of the Copyright Act, the unauthorized use of graphic and software solutions or computer programs found on the website, as well as the use of any application that allows the modification of the website or any part thereof, is prohibited. Any material from the website or its database may only be used with the written consent of the rights holder and must include a reference to the website and the source. The rights holder: Jet'n'Fly Kft.

SCOPE

These Terms of Use apply from January 1, 2025, until their amendment or repeal, to all Agreements established under and within the scope of these Terms of Use.

Jet'n'Fly reserves the right to discontinue the operation of the Website and/or its services, in whole or in part, at any time without prior notice, in which case these Terms will automatically cease to be effective.

Corrections to typographical errors, grammatical mistakes, clarifications of terminology, renaming of terms, and related adjustments (including detailed content corrections) in the text of the Terms of Use do not constitute amendments to the Terms of Use.

Similarly, any corrections by Jet'n'Fly regarding its own data do not constitute amendments to the Terms of Use. The publication of corrected Terms of Use, as referenced above, as well as the publication of modified or supplemented Terms of Use necessitated by legislative changes and/or regulatory actions, may occur within a shorter timeframe than the usual 15-day period applicable to the Terms of Use. The User explicitly acknowledges and accepts this.

PRIVACY

For detailed information on the processing of Users' personal data, please refer to Jet'n'Fly's Privacy Policy, available at the following link: <u>https://jetnfly.com/wp-content/uploads/2024/10/Adatkezelesi-tajekoztato-Jetn-Fly.pdf</u>. The Partner is considered an independent data controller, and Jet'n'Fly is not responsible for any data processing conducted by the Partner. Further information regarding the Partner's data processing can only be provided by the Partner.

CUSTOMER SERVICE AND COMPLAINTS HANDLING

Jet'n'Fly expects its Partners to provide high-quality services to Users, ensuring that all communication with Users is polite and helpful. Additionally, the information displayed by Partners on the website must be accurate and comply with applicable laws and regulations.

If a User has any feedback, complaints, or questions regarding the Service or a booking, or wishes to report illegal content, they can do so directly via the contact details provided on the Website.

Jet'n'Fly will promptly begin investigating complaints received through these channels and, if necessary, address them. The company strives to resolve and respond to complaints in the shortest possible time but will provide a written response within a maximum of 30 days from receipt. If the complaint is rejected, the decision will be justified. Although Jet'n'Fly is not obligated, it reserves the right to contact the Partner regarding complaints reported by Users and to investigate the User's claims.

Jet'n'Fly is also entitled to contact Users to provide information about the Agreement between the User and the Partner, including any obligations arising from it, as well as to clarify details regarding their booking and the services utilized.

If any provision of these Terms of Use is deemed invalid, the remaining provisions of the agreement shall remain in effect, and the relevant legal regulations shall apply in place of the invalid provision.

These Terms of Use, the use of the Website, and the operation of Jet'n'Fly are governed by Hungarian law.

For the benefit of international Users, Jet'n'Fly publishes these Terms of Use, other statements displayed on the Website, and the Website's entire content (hereinafter referred to as "content") in additional languages. Users acknowledge that in the event of any discrepancies between the content in other languages and the content in Hungarian, the Hungarian version shall prevail.