



## **RULES AND REGULATIONS OF RENDERING ONLINE SERVICE BY SPRINTAIR SA**

Present Rules and Regulations specify the terms of rendering electronic services by SprintAir S.A. with use of the website [www.sprintair.eu](http://www.sprintair.eu).

The Rules and Regulations have been elaborated on the basis of Art. 8 Paragraph. 1 subparagraph. 1 of the Act on 18 July 2002 on Rendering Electronic Services (Journal of Laws of 2002 No. 144, item 1204 with posterior amendment) and are available on SprintAir's S.A. website in section: For Passengers.

Present Rules and Regulations determine:

1. types and range of services provided online,
2. conditions of rendering online services, including:
  - a) technical requirements indispensable for cooperation with the ICT system, used by the Service Provider,
  - b) ban on providing illegal contents by the Customer,
3. conditions of concluding and terminations of contracts of online service,
4. warranty claim proceedings.

### **§ 1. Definitions**

**Service provider** - SprintAir S.A. located in Warsaw, the address: 02-182 Warsaw, Ruchliwa 22, Tax Identification Number: 522 271 87 17, National Register of Economic Units: 015569286, National Court Register (NCR): 320053 - Court of First Instance for the Capital City of Warsaw, XIII Economic Division of NCR, initial capital 4.121.000,00 PLN (paid up in full).

**Rules and Regulations** – Present Rules and Regulations of providing online services.

**Website** – [www.sprintair.eu](http://www.sprintair.eu)

**Rendering services online** – rendering Services in absence of parties (distance service), by transmitting the data on Customers' individual order, emitted and received via devices for electronic processing, including digital compression and data storing. The service is entirely sent, received or transmitted by telecommunications networks as defined by the Act of 16 July 2004 – Telecoms law.

**Customer** – a person who visits either the [www.sprintair.eu](http://www.sprintair.eu) website or other websites that redirect to it, who makes a booking of an air ticket and who has accepted the Rules and Regulations.

## **§ 2. Types and range of services rendered online**

1. The Service provider renders the following Services with use of the Website:

- Concluding contracts of carriage by air on routes the Service Provider operates
- Notifying the Customer about the Service Provider's current Offer
- Sharing information concerning the Service Provider's timetables
- Sharing information concerning the Service Provider's current sales and offers

Conditions and terms of ticket purchase are specified in the Attachment no. 1 to the Rules and Regulations – Conditions of Purchase of the Ticket, which constitutes an integral part of the Rules and Regulations.

## **§ 3. Conditions of rendering online services**

1. Services rendered by the Service Provider are available for the Customers - those Internet Users who have accepted the Rules and Regulations.
2. In order to use the website and Services provided by the Service Provider in an appropriate way, the Customer is required to:
  - Have a connection with a public Internet network
  - Install an Internet browser e.g. the Internet Explorer (version 8 or a more recent) or Mozilla Firefox (version 6 or a more recent)
  - Enable Java scripts and applets as well as cookies
  - For an appropriate display of some objects it is indispensable to use Customer's external applications such e.g. Adobe Acrobat Reader version 6 or more recent.
  - The resolution of the website optimised to 1024 x 768.
  - The service provider disclaims any liability for technical problems or limitations that affect the computer or any other device used by the Customer to browse the website, which would prevent or produce difficulties in using the services via the website by the Customer.
  - The Service Provider declares that, as part of rendering services described in the Rules and Regulations, the Customer is prohibited to provide any illegal contents. Customer by accepting the Rules and Regulations declares that they will not infringe the above ban.

## **§ 4. Conditions of conclusion and termination of contracts on rendering online services**

1. Present Rules and Regulations constitute an integral part of contracts for online services concluded between the Service Provider and the Customer.
2. Present Rules and Regulations are made available by the website [www.sprintair.eu](http://www.sprintair.eu) in a way which enables the acquisition, reproducing and saving the Rules and Regulations by means of the ICT system used by the Customer.

3. Using the services available via the website by the Customer means becoming acquainted with and accepting the Rules and Regulations.
4. Customer is allowed to resign from the Service at any times by sending a notification about resignation from Services by email to the email address: [tickets@sprintair.eu](mailto:tickets@sprintair.eu) or by a certified letter to the address of the Service Provider, subject to a separate regulation of resignation from the contracts of air carriage on the routes operated by the Service Provider concluded by use of the website. The regulation is included in the Attachment to Rules and Regulations no.1 – The Conditions of Ticket Purchase, which constitutes an integral part of Rules and Regulations.

#### **§ 5. Terms of responsibility**

1. Service Provider disclaims any liability for any loss suffered by the Customer, resulting from failure or inadequate performance of Service, if thereof is caused by:
  - Customer's equipment breakdown
  - A noncompliant with Rules and Regulations usage of the Website by the Customer, even if that caused loss of the data on the account of any of the Customers
  - the act of God
  - acts or negligences of authorities
  - Delays, faults or errors in functioning of ICT, energetic, radio or operators networks
2. Service Provider reserves the right to carry out technical updating of the Website as well as performing maintenance works on the Website, which may result in temporary inaccessibility of Services provided via the Website.

#### **§ 6. Warranty claim proceedings**

1. Any warranty claim referent to the Service must be presented by email to the address [reklamacje@sprintair.eu](mailto:reklamacje@sprintair.eu) or with a certified letter to the Service Provider address within a deadline of 7 calendar days from the day when the problem occurred.
2. Service Provider reserves the right to the examination of complaints in an order in which they are presented.
3. Exclusively the complaints in Polish and English will be examined.
4. A warranty claim should include the following data:
  - first and last name;
  - residence address and correspondence address (including the email address as well as the telephone number);
  - the object of the warranty claim;
  - a detailed description of Service that is the object of the claim;
  - the reason for claim;
  - signature (handwritten signature in case of a warranty claim presented by a certified letter)
5. Claims, without data allowing either Customer's identification or getting in touch with them, will not be examined.
6. Claims will be examined by the Service Provider within the framework of 14 working days subsequent to the date of receiving the warranty claim.
7. The Customer will receive a notification from the Service Provider about the result of the warranty claim to the email address provided within the warranty claim or in case of a correspondence sent by post office – to the address provided by the Customer.

## **§ 7. Intellectual property**

1. The Website contains contents protected by the law on intellectual property, in particular, copyright works, contents protected by law on trademarks, rights to database etc.
2. Any data, materials or information placed on the Website, namely: names, logos, colour scheme, design of the website etc. either constitute the property of the Service Provider or he is entitled to those contents on the basis of respective contracts and agreements with third parties.
3. The Customer who uses the Website is obliged to comply with laws on intellectual property and personal rights of the Service Provider as well as the third parties.
4. Any intents of usage as well as means of using the information, data and materials placed on the Website that would abuse the Service Provider's rights specified in paragraphs 1 - 3, without Service Provider's previous written consent are forbidden.

## **§ 8. Personal data protection**

1. Service Provider shall be the administrator of personal data in pursuance of the Personal Data Protection Act of 29<sup>th</sup> of August 1997 (Journal of Laws No. 133, item 883 as amended). Personal data shall be stored and processed by the Service Provider in a secure way in accordance with the applicable provisions of law.
2. By making a booking – the Service rendered by the Service Provider with the use of the Website, the Customer consents that his personal data be processed in accordance with the Act on Rendering Online Services of 18<sup>th</sup> of July 2002 (Journal of Laws of 2002, No. 144, item 1204 as amended) and the Act of Personal Data Protection of 29<sup>th</sup> of August 1997 (Journal of Laws of 2002, No. 101, item 926 as amended).
3. Customer's personal data shall be processed solely for the purposes of rendering the Services by the Service Provider. According to the pursuant provisions of law Customer's personal data shall be entered into a database manager by the Service Provider. The customer shall have the right to access, correct, add, amend and update their personal data stored in the database as well as request the Service Provider to cease to use them by sending such a request via e-mail (to: [tickets@sprintair.eu](mailto:tickets@sprintair.eu)) or by registered letter to the address of the Service Provider.
4. Making an online booking shall be deemed as accepting of the Rules and Regulations Poprzez skorzystanie z Usług świadczonych przez Usługodawcę za pośrednictwem Portalu, a zatem akceptację Regulaminu, Usługobiorca składa oświadczenia zgodne z poniższą formułą: „Wyrażam zgodę w rozumieniu ustawy z dnia 29 sierpnia 1997r. o ochronie danych osobowych (Dz. U. z 2002 Nr 101, poz. 923 z późniejszymi zmianami) na przetwarzanie moich danych przez spółkę SprintAir S.A. Zostałem(am) poinformowany(a), że administratorem podanych danych jest spółka SprintAir S.A., która będzie przetwarzać dane wyłącznie w celach związanych z oferowanymi przez Usługodawcę za pośrednictwem Portalu Usług. Zostałem(am) ponadto poinformowany(a), że moje dane osobowe zostają wprowadzone do bazy danych SprintAir oraz że mam prawo do wglądu w swoje dane, do ich poprawiania, uzupełnienia, uaktualnienia, sprostowania oraz wniesienia żądania o zaprzestanie ich wykorzystywania kierując swe wnioski pocztą elektroniczną na adres [bilety@sprintair.eu](mailto:bilety@sprintair.eu) lub listem poleconym na adres siedziby Usługodawcy. Ponadto wyrażam również zgodę na przekazywanie i udostępnianie moich danych podmiotom, które współpracują z Usługodawcą przy świadczeniu przez niego Usług, wyłącznie w zakresie niezbędnym do ich prawidłowego wykonania.”

## § 9. Final provisions

1. Service Provider's Rules and Regulations are available on the website [www.sprintair.eu](http://www.sprintair.eu)
2. In cases relative to conclusion and termination of air carriage contracts which aren't regulated by Rules and Regulations, the General Terms of Carriage determined by the Service Provider, available on [www.sprintair.eu](http://www.sprintair.eu) in section *For Passengers* are applied.

Present Rules and Regulations come into effect from 23 July 2012 and remain in force until being cancelled or amended by the Service Provider.

### Attachment no. 1 – Conditions of Ticket Purchase

#### I. Terms of using the Reservation System

1. In order to use the reservation system available on [www.sprintair.eu](http://www.sprintair.eu) as well as the purchase of an Electronic Ticket the Customer is obliged to comply with, is the acceptance of the Rules and Regulations and Ticket Purchase Conditions (**Conditions**) as well as getting acquainted with the conditions of fare relative to the flight selected by the Customer.
2. The Acceptance of Conditions is Customer's a declaration of will and constitutes an obligation for the Customer to comply with the Conditions.

#### II. Definitions

1. **The Reservaction System** – Wordticket – a computer system of ticket reservation enables the Customer's computer connected to the Internet, browsing for national and international flights between cities, price assessment of the flights, and Electronic Ticket reservations.
2. **Customer** – denomination of any person using the reservation system in any possible way;
3. **Electronic ticket** – an email sent by the Service Provider with payment confirmation by Customer, fees and information about the first and last names of passengers, the flight details such as the date, route, time, flight number, the tariff in which the ticket has been purchased.

#### III. General provisions

1. The terms are listed within the Rules and Regulations, which determine the rules that constitute the legal basis of using the Reservation System. The Customers are obliged to comply with the rules.
2. Each every Customer, on initiating any activity aimed at using the Reservation System is obliged to comply with the rules.

#### IV. The responsibility for using the Reservation System

1. The Customer hereby confirms that they posses full legal capacity and is capable of creating full binding obligations. By accepting present Terms they accept full financial responsibility for using the Reservation System.
2. The Customer claims that they will use the Reservation System to the extent of enquiring about the reservation and purchasing the Electronic Ticket exclusively in compliance with law in force, avoiding any activities aimed at acquisition of unmerited claims or supplying illegal contents.

## V. Service of reservations and selling

1. The Service Provider is the seller and the issuer of the Electronic Tickets, with the address in Warsaw, Ruchliwa 22, 02-182 Warsaw, hereinafter called: the Service Provider.
2. The reservations are made via the website [www.sprintair.eu](http://www.sprintair.eu) or via the the Reservation System or via telephone in the Customer Service Centre: +48 22 212 55 77.

## VI. The Reservation via Reservation System and purchase of the Electronic Ticket.

1. The Customer makes a query about the possibility of making reservation by choosing one option of flight out of the list of flights on that route presented by the Reservation System in compliance with conditions specified by the Customer in a booking form available on [www.sprintair.eu](http://www.sprintair.eu) and by introducing all the data necessary for making a reservation in the Reservation System and closing the transaction of Electronic Ticket Purchase.
2. The condition of making a reservation is correct introduction of all the data indispensable for making a reservation, getting acquainted and accepting the Rules and Regulations as well the the Terms (Rules and Regulations and Terms are available on [www.sprintair.eu](http://www.sprintair.eu) and on the Customer Service Centre of the Service Provider on the number + 48 22 212 55 77).
3. The price of an air ticket is available in PLN or in Euro after selecting by the Customer the option „Currency” on [www.sprintair.eu](http://www.sprintair.eu).
4. The Reservation of an Electronic Ticket is made by selecting the option *online reservation* and *bank transfer* as the method of payment.
5. The evidence of a valid reservation is an email from the Service Provider with a reservation confirmation, including first and last names of passengers, the flight details, the reservation number, fare and the payment method as well as the bank account number on which the payment should be done, as well as all the indispensable information relative to the Electronic Ticket Purchase.
6. The payment for the Reservation should be made within the deadline of 12 hours subsequent to the moment of making the reservation, according to the information and data from the email from the Service Provider.
7. Should the payment not be made within the above-mentioned deadline, the reservation will be cancelled. The Service Provider disclaims any responsibility for the cancelation of the reservation caused by the lack of payment by Customer.
8. After crediting Service Provider’s bank account with the amount specified in the email from the Service Provider, the Customer will receive an email with payment confirmation and an Electronic Ticket.
9. Customer may purchase an Electronic Ticket as long as they introduce the true personal data to the order form.
10. The Customer’s data provided for purposes of the reservation is required to be identical as the data in the passport or the ID card under pain of not being allowed to enter on board of the plane.
11. **In case the departure date is in less than 3 days, the reservation can exclusively be made via the Customer Service Centre. In such a case the Electronic Ticket will not be issued. The reservation fee is paid on the Airport Ticket Window, yet the Service Provider informs that the airport’s ticket window may charge some extra fees for issuing an Air Ticket, which does not depend on the Service Provider and for which he disclaims any responsibility.**

## VII. The return of the air ticket

1. The Customer is entitled to return purchased Electronic Ticket as long as the return takes place prior to the scheduled departure date and providing that is possible due to the tariff conditions applied on the Electronic Ticket purchase.

2. The return of the Electronic Ticket always causes costs deduction, which is specified in detail in the tariff conditions.
3. **Attention! Some selected special prices do not allow neither introducing any changes nor the return of the Electronic Ticket before the commencement of the travel. That means that the resignation from the flight is equal to a total loss of payment for the Electronic Ticket.**
4. The condition of receiving the refund of payment for the Electronic Ticket is sending a written resignation before the day determined, as the departure date, by an email to address: [tickets@sprintair.eu](mailto:tickets@sprintair.eu) or by fax to no. +48 22 212 55 01, or via telephone to the Provider's Customer Service Centre no. +48 22 212 55 77. The Information about the refund must reach the Service Provider with the deadline of a final date allowing the refund, specified in the conditions of the tariff.
5. The amount due to the Customer for the refunded Electronic Ticket is sent to an account indicated by the Customer, within the deadline of 30 working days subsequent to the date of receiving the information about the refund, sent to the Service Provider by the Customer.