



## Terms & Conditions

### 1. Interpretation

#### 1.1 In this terms and conditions:

“**Company**” shall refer to Limited Liability Company “**Skylawyer**”, incorporated under the legislation of Georgia, registration number: 400243081, with the registered address at: Georgia, Tbilisi, Tsothe Dadiani street #34, building #6, app. #4.

“**Client**” shall refer to any natural or legal person that has accepted this terms and conditions and is seeking for Flight Compensation with the help of Company.

“**Flight Compensation Regulation**” shall refer to Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91.

1.2 The interpretations provided above shall be applicable unless otherwise provided in this terms and conditions

### 2. Conclusion of the Agreement

2.1 By clicking the accept button, the Client accepts these terms and conditions and therefore enters into the legally binding Service Agreement with the Company.

### 3. Scope of the Services

3.1 This Agreement shall regulate the provision of services by Company to the Client.

3.2 By concluding this Agreement, the Client hereby exclusively instructs the Company to take over and pursue any and all claims for compensation (where applicable also further claims) against airlines that Client may be entitled to under Flight Compensation Regulation or any other applicable legislation.

3.3 By concluding this Agreement, Client hereby undertakes to pay for the services rendered by the Company in accordance with the provisions agreed herein.

### 4. Service fee and Payment arrangement

4.1 **Service fee** – The fee for the services rendered by the Company shall be fixed at the 25% of the compensation obtained from the airlines. In case if the Company takes the case to the relevant court, the service fee will be raised to 50% of the compensation obtained from the airlines. Prior to initiating the legal proceedings, Company shall inform the Client about the consequences of such proceedings. The initiation of the legal proceedings is subject to the approval by the Client.



- 4.2 **Preconditions of the service fee** – The Client shall be obligated to pay the service fee only if and after Company successfully enforces the claim and obtains the compensation from the airlines.
- 4.3 **Payment arrangement** – All compensation obtained from the airlines will be transferred to the bank accounts of the Company, which is hereby agreed and accepted by the Client. Therefore, Company is duly authorized by the Client to request the airlines the transfer all compensations of the Client on the bank accounts of the Company. The Company is entitled to retain its service fee from the amount of compensation paid by the airline and transfer the remaining amount to the bank account of the Client. The Company will transfer the compensation to the Client within 3-5 working days from the date when the compensation paid by the airline is received on the accounts of the Company, provided that the Client has submitted its bank account information to the Company. The Company shall not be liable for any consequences caused due to the Client giving wrong bank account information
- 4.4 **Compensation paid by the airline directly to the Client** – In case if the airline directly transfers the compensation on the bank account of the Client, the later shall be under the duty to pay the service fee to the Company within 5 working days from the date when the Client receives the compensation, through the transfer on the bank accounts of the Company provided on the web-page: [www.skylawyer.ge](http://www.skylawyer.ge).
- 4.5 **Bank costs** – The Company shall not bear any costs or commission fees related to the transfer of the compensation to the Client. In case of shared booking, Company shall be entitled to transfer all payments to a single account if the Clients so instruct the Company.

## 5. Service provision

- 5.1 **Submission of information and materials** – For the purposes of the service provision, the Client shall ensure the submission of all relevant papers and information to the Company, which would typically include (but not limited to) the following: Copy of the Client's passport, copy of the boarding pass, e-ticket, etc. The Client shall also provide to the Company any other document and information as per reasonable request of the Company.
- 5.2 **Full and correct data** - The data requested by the Company shall be submitted fully and correctly and shall be amended without delay if the data provided change after registration or if Client notices that it has submitted incorrect data. This applies in particular to the data Client provides with respect to the flight details, address, phone number, e-mail address and any other data as per the request of the Company. If the Client provides incorrect or incomplete data, Company reserves the right to assert its claim against the Client for the resulting damages.
- 5.3 **Service provision** – Based on the information and materials submitted by the Client, Company shall assess the merits of the case and whether a claim on the grounds of such flight data could be successful. If Company estimates that the flight data provided by the Client is sufficient and claim could be successful, Company shall communicate and negotiate with the airlines and pursue the claim for compensation on behalf of the Client. If Company considers that the information provided by the Client is not sufficient for the successful case, it shall inform the Client about that and not pursue the claim. In any event, the decision of the Company not to pursue the claim of the Client shall imply the automatic termination of this Agreement and the Company shall not be requested to render services or held liable for any fees/damages.



- 5.4 **Litigation and proceedings** – The Client hereby grant the right to the Company to take the case to the Court or to initiate any other legal proceeding in any other competent authority, if so decided at the sole discretion of the Company. If any third party requires any additional document proving the representation by the Company, other than this Agreement and the PoA, the Client, following the guidance by Company, shall as soon as possible provide to the Company any such documents.
- 5.4.1 If, after assessing the merits of the claim, the Company considers that pursuit of the claim in the litigation or any other legal proceeding has low chances of success, the Client will be informed, and Company will not pursue the claim and therefore terminate the services.
- 5.4.2 If litigation or any other legal proceedings are initiated to pursue the claim, the Client shall be exempt from all costs incurred if the claim is not successful. In case of success or settlement in proceedings, Company shall cover any costs incurred that are not covered by the respective airline. If the claim is successful, and the Client receives compensation, the Client agrees that all costs incurred by Company and claimed from the airline goes to Company.
- 5.4.3 The Client confirms its acknowledgment that Company has sole discretion to accept and/or reject any settlement offer with respective airline while acting in the best interests of the Client. This Agreement is considered as sufficient and valid legal ground for such discretion to be legally effective. The Client is entitled to revoke this acknowledgment at any time.
- 5.5 **Not a guarantee** – Even if the Company estimates that the claim submitted by the Client can be successful, it shall not constitute a binding promise from the Company on any positive result for the Client. Nothing in this Agreement and nothing in Company statements will be construed as a promise or guarantee about the outcome of the Client’s matter. Client recognizes that Company is not able to make any such promises or guarantees and that any comments regarding the outcome of your matter are expressions of opinion only.
- 5.6 **Power of Attorney (PoA)** – The Client shall sign the form of the Power of Attorney provided on the webpage of the Company to allow the Company to render the services. Alternatively, the Client is entitled to issue the PoA to Company by printing the PoA, signing and sending the scanned version of the signed PoA through e-mail to the Company. In certain cases, the Company may request the Client to submit the PoA verified by the public notary. Shall that be the case, the Company shall inform the Client in advance.
- 5.7 **Currency of payment** – The Company will pay the compensation obtained from the airline on the bank account provided by the Client. According to the legislation of Georgia, Company is not entitled to make such payments in foreign currency within the territory of Georgia. Therefore, the Company will pay the compensation in Georgian Lari (GEL) provided that the bank account submitted by the Client is operated by Georgian commercial bank. The Company will pay the compensation in EUR, provided that the bank account provided by the Client is operated by Non-Georgian commercial bank.
- 5.8 **Exchange rate** – In case if Company transfers the compensation to the Client in GEL, it shall transfer the equivalent amount of GEL pursuant to the standard exchange rate fixed by JSC “TBC Bank” (ID: 204854595) on the date of conversion. The Company shall be entitled to select the conversion date of EUR to GEL. The Company is not an expert in finance and currency predictions, therefore it shall not be liable for any damages, losses arising out of currency fluctuations.



## 6. Rights and Obligations of the Parties

- 6.1 All rights granted by this Agreement or by the PoA to the Company shall be limited to the scope of the services referred above.
- 6.2 For the purposes of due service provision, the Company is entitled to assign its rights arising out of this Agreement to any other third party, without additional and separate consent of the Client.
- 6.3 The Company is obligated to perform the services considering the principles of good faith and fair dealing, take all reasonable measures and use all professional skills and expertise in the best interests of the Client.
- 6.4 The Client undertakes to take all reasonable measures to assist the Company during the provision of services.

## 7. Exclusivity

- 7.1 The Client hereby grants the Company right to pursue the claim on behalf of the Client exclusively.
- 7.2 Until the Client has terminated this Agreement, pursuant to the provisions included herein, Client undertakes not to hold direct communications with the airlines in any form possible, for the purposes of obtaining the compensation. In case if airline communicated with the Client directly, the latter shall abstain from such communication and inform the Company about such event as soon as possible through e-mail. Client also undertakes not to conclude any similar agreement with any other companies on the same subject matter or instruct them to pursue the same claim, take legal action or dispose of the Claim.

## 8. Termination

- 8.1 The Client is entitled to terminate this agreement without any reasons within 14 days from the date of the conclusion of this agreement by sending the termination e-mail to the Company, indicating the flight details and passport number of the Client. In any case, if by the time of the unilateral termination of this Agreement by the Client, the Company has already submitted the claim to the airlines, the Company shall be entitled to its service fee provided that the claim is successful.
- 8.2 This agreement shall also be automatically terminated by the time when the Company considers that the claim shall not be successful (whether litigation or any other legal proceedings have been initiated or not) following the researching of the Client's case and the Client is informed regarding such decision;
- 8.3 This agreement shall be automatically terminated from the moment when the Company transfers the compensation to the Client.
- 8.4 In case of termination of this agreement by the Client, if the Company has already performed the services in full or in part, and/or Company has commenced Proceedings, Company is entitled to charge the Client administration costs, service fee, as well as any other costs incurred in relation to the services, including but not limited to: court fees, costs of services, bailiff's costs, etc. The Client shall pay these costs within 10 working days after receipt of an invoice by Company.



## 9. Final Provisions

- 9.1 **Governing Law** - This Agreement and any non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with Georgian law.
- 9.2 **Jurisdiction** - The Parties irrevocably submit to the exclusive jurisdiction of the Georgian Courts as regards any proceeding claim, dispute or matter arising out of or relating to this Agreement or any of the documents to be executed pursuant to this Agreement.
- 9.3 **Invalidity** - If any provision of this Agreement is, or is held to be, invalid or unenforceable then, so far as it is invalid or unenforceable, it has no effect and is deemed not to be included in this Agreement provided that this shall not invalidate any of the remaining provisions of this Agreement and the parties shall use all reasonable endeavours to replace the invalid or unenforceable provision by a valid provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.
- 9.4 **Amendments** - Company shall enjoy the right to amend these terms and conditions and/or set forth additional conditions at any time and without notice, however shall take all reasonable measures to keep the Client updated about such amendments in due course. If any such alterations are negative for the Client's interests, it shall be approved by the Client to be legally binding.
- 9.5 **Assignment** - The Client is not entitled to assign or transfer any part of its rights and obligations under this Agreement, and/or any other document in relation to this Agreement without prior written consent of Company.
- 9.6 **Communication** – any correspondence related to this Agreement shall be considered to be duly sent if the Client is sending such correspondence to the e-mail: [contact@skylawyer.ge](mailto:contact@skylawyer.ge) from the e-mail which was indicated by the Client. For the purposes of communicating with the Client, the Company is entitled to use the e-mail, phone or other contact details indicated by the Client.