

Terms & Conditions

These Terms and Conditions (the “Terms”) constitute the legally binding agreement between a customer (“Customer” or “you”) and regarding the provision of our Services. By accepting these Terms, you agree to be bound by them, and any additional terms applicable to our Services.

1. DEFINITIONS

In these Terms, the following defined terms shall have the meanings stated below:

- 1.1. “Air Passenger Rights Regulations” means any law, regulation, directive, international convention, or similar, whether issued on a state, federal, European Union, national, international, or regional level, and case law, upon which a consumer may claim monetary compensation, damages, or refunds in the event of overbooked, delayed, canceled, or otherwise disrupted flights or luggage-related issues. These may include, without limitation, general consumer protection laws, “EC 261”: Regulation (EC) No. 261/2004 of the European Parliament and of the Council dated 11 February 2004; “UK 261”: The Air Passenger Rights and Air Travel Organisers’ Licensing (Amendment) (EU Exit) Regulations 2019.
- 1.2. “Airline” means the commercial airline that operated the flight for which our Services may be provided.
- 1.3. “Claim(s)” means any claim against an Airline for monetary compensation, damages, or refund in accordance with Air Passenger Rights Laws.
- 1.4. “Compensation Service” means the service whereby Jet Delayed, either by itself or together with its Group Companies and Jet Delayed Third Parties, pursues a Claim on your behalf. This may include Legal Action.
- 1.5. “Customer” means you; the person who has accepted these Terms. The Customer may also be referred to as “Client” on some documents.
- 1.6. “Discretion” means the process by which Jet Delayed has the right to make decisions with regards to your Claim.
- 1.7. “Flight Compensation” means the total amount of money, or other receivables (where accepted by Jet Delayed in its Discretion), paid by an Airline in relation to a Claim as compensation, refund, damages, settlement, or otherwise, to you or Jet Delayed as a result of the Compensation Services. For the avoidance of doubt, Flight Compensation does not include any payments or reimbursements of Legal Expenses, collection cost, interest, or similar, which have been pre-financed by Jet Delayed or result from Jet Delayed’s intervention.
- 1.8. “I.Demosthenous LLC”, means a legal regulated company incorporated under the Laws of the Republic of Cyprus with registration number 405569, having its registered office at Polyviou 27, 1016, Nicosia, Cyprus.
- 1.9. “Jet Delayed” means J.D.L Jet Delayed Limited, a company incorporated under the Laws of the Republic of Cyprus with registered number 449734 having its registered office at Thiseos 7, 2042, Strovolos, Nicosia, Cyprus.
- 1.10. “Jet Delayed Group Company” means any entity that is, directly or indirectly, controlled by Jet Delayed or which controls Jet Delayed, whether through the ownership of share capital and/or voting securities, by contract, or otherwise.
- 1.11. “Jet Delayed Third Party” means a person or entity under contract with Jet Delayed to assist in the provision of our Services either directly or indirectly to the Customer.
- 1.12. “Legal Action Fee” means a fee of an additional 8% of the Flight Compensation following the provision of the Compensation Service. This fee will become payable and is applicable to be charged when any Legal Action begins.
- 1.13. “Legal Expenses” means all fees incurred by, paid by, or awarded to you or the Jet Delayed/Jet Delayed Group Company Group in furtherance of a Legal Action, including, but not limited to, attorneys fees, application fees, court and clerk costs, translation costs, bailiff’s costs, extrajudicial collection, or any other related fees and expenses.

- 1.14. “Our Fees” means the fees and charges listed and accepted currencies, methods of payment which are payable by you to Jet Delayed. In addition to Our Fees, Jet Delayed may be entitled to Legal Expenses from the Airline as described in these Terms.
- 1.15. “Service Fee” means the fee listed that Jet Delayed charges you when you receive Flight Compensation following the provision of the Compensation Service.
- 1.16. “VAT” means any system of value added tax.

2. GENERAL INFORMATION

- 2.1. You are entitled to make a claim with the airline yourself, including issuing court proceedings, lodging a complaint with CCA or an appointed ADR provider, where necessary. If you proceed with the claim yourself then you will receive all of the compensation awarded, whereas we will need to make a deduction as detailed below in our fees.

3. USE AND NATURE OF OUR SERVICES

- 3.1. The Terms and Conditions of use are binding for all clients. By clicking the box “I have read and agree with the Terms and Conditions of use” the client agrees with, fully accepts and obliges himself/herself to act in accordance with the Conditions of use.
- 3.2. By accepting these Terms and using our Services you agree to assign the rights of your claim pursuant to Air Passenger Rights Regulations to Jet Delayed and deemed to have placed your electronic signature which is considered to be equivalent of a handwritten signature in any relevant document generated in regards to your claim.
- 3.3. By accepting these Terms and using our Services you affirm that you are (i) a natural person over the age of legal majority in your country of residence who can enter into legally binding agreements under applicable law, and (ii) authorized to enter into these Terms and any Service specific terms on your own behalf, and, where applicable, on behalf of other passengers.
- 3.4. By accepting these Terms you acknowledge and agree that we will use an electronically generated signature of your name and/or initials which will be the electronic representation of your signature to be used by Jet Delayed on all required documents and will have the same effect as a handwritten signature.
- 3.5. You acknowledge that Jet Delayed will only claim Flight Compensation that is monetary, and that it is in Jet Delayed’s sole Discretion to accept travel vouchers and/or other services as Flight Compensation and that Airline offers for non-monetary compensation may be treated by Jet Delayed as an Airline’s refusal of Flight Compensation.
- 3.6. You affirm that you are not pursuing the Claim by any other means either directly or through any other third parties and no legal dispute is directly or indirectly pending or expected between you and the Airline on the same matter. If you have any existing engagement or assignments regarding your Claim, you must cancel these immediately.
- 3.7. Jet Delayed and/or I.DEMOSTHENOUS LLC may from time to time be required to submit a Claim Letter in the name of the Customer to the Airline in order to be able to provide the Compensation Service and to obtain Flight Compensation. By accepting these Terms and Conditions, and by Assigning the Rights to your Claim you acknowledge and agree that Jet Delayed and/or I.DEMOSTHENOUS LLC reserves the right to submit such Claim Letters as required by the Airlines in order to enable Jet Delayed in providing any Services at any time. In the event that you receive any direct communication from the Airline you warrant and represent to forward any correspondence to Jet Delayed and/or I.DEMOSTHENOUS LLC immediately and any communication in regards to any claim must be solely through Jet Delayed and/or I.DEMOSTHENOUS LLC. In the event that you are acting as a Representative/Agent as per Clause 7, you are warranting

and representing to us that Jet Delayed and/or I.DEMOSTHENOUS LLC is authorized to use, when and if necessary, the electronic signature on behalf of the passengers' on Claim Letters and/or any other documents as deemed necessary to be able to provide the Compensation Service and to obtain Flight Compensation.

- 3.8. Jet Delayed and/or I.DEMOSTHENOUS LLC may from time to time and on a case by case basis be required to submit a claim directly via any airline portal on your behalf in order to enable Jet Delayed in providing any Services and at any time. By accepting these Terms and Conditions, and by Assigning the Rights to your Claim you acknowledge and agree that within the range of any services provided by Jet Delayed and/or I.DEMOSTHENOUS LLC, we may communicate with the airlines to validate and gather necessary information on your behalf and/or facilitate the claim processing procedure and/or the generation of a client-specific email address in order to initiate the claim process. In the event of the generation of the client-specific email address, such email will be associated with your designated client login which Jet Delayed and/or I.DEMOSTHENOUS LLC will supply to you. The email address will be utilized for receiving any communications from and to the airlines. Any email notifications received through this email address from the airline will be collected and accessible from you upon logging into your Jet Delayed account via our website <https://www.jetdelayed.com/>
- 3.9. Jet Delayed is not a law firm; and is not acting as a lawyer on your behalf or providing you directly with legal services. Nevertheless, during the provision of our Services and in accordance with the Terms and Conditions, you expressly give your permission to Jet Delayed to engage with I.Demosthenous LLC for the purpose of providing our Services as well as for using the Client bank account of I.Demosthenous LLC for receiving any and all Flight Compensation. For the avoidance of any doubt you expressly give permission for the below bank account to be used for receiving any and all Flight Compensation, to be dealt with according to our Agreement herewith.

Bank Of Cyprus Public Company Ltd
Beneficiary Account IBAN: CY05002001950000357039289313
SWIFT: BCYPCY2N
BANK Address: 51 Stasinou Street, Ayia Paraskevi, Strovolos,
Nicosia 2002, Cyprus

4. ASSIGNMENT

- 4.1. The Customer hereby assigns and transfers full ownership of their Claim to Jet Delayed and I.Demosthenous LLC pursuant 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 or under any other international or national regulation applicable in respect of the Client in another country establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, including all the amounts in relation to the above specified flight as well as taxes and other amounts, when passengers are not able to fly or their flight was disrupted ("Assignment").
- 4.2. The Customer understands that by concluding this Assignment they can no longer engage into any direct contact or receive payment from the flight operating carrier.
- 4.3. If you are representing a minor or acting on behalf of other passengers, you are confirming that you have the relevant authority to act on their behalf, that you will provide that authority to Jet Delayed and/or I.Demosthenous LLC upon request, and provide their complete data in order to process the Claim.
- 4.4. If this Assignment is declared invalid or cannot be considered valid in the particular country (jurisdiction), this agreement shall be considered as a contract for services according to which Jet Delayed and/or I.Demosthenous LLC administers Customer's Assignment and undertakes to organize and finance the collection of the Assignment and to carry out all actions related thereto including but not limited to:
- Organizing and financing legal representation of the Client before all third parties and institutions in relation to the Assignment;
 - Organizing and financing obtention of every type of information required as well as submission of complaints to the respective

courts or administrative bodies responsible for the enforcement of air passenger rights;

- Organizing, financing and conducting every type of negotiations as well as other legal - judicial and extrajudicial - measures;
- Collecting and receiving payments in relation to the Assignment on the Customer's behalf and settle with the Customer in accordance with the Terms & Conditions of Services provided in Jet Delayed's webpage www.jetdelayed.com
- Conducting verbal and written communication with the flight operating carrier on all issues regarding the Assignment and carrying out all other related actions.

5. COMPENSATION SERVICE

- Jet Delayed will confirm to you in writing, either by email or other written form, that Jet Delayed will commence the Compensation Service. Jet Delayed may decide, in its sole Discretion, whether to proceed with or reject the provision of the Compensation Service or may request further information or documentation prior to commencement of the Compensation Service.
- If you receive any direct payments or any other compensation from the Airline after entering into the Agreement, you must advise Jet Delayed immediately. Such payments shall be considered Flight Compensation and entitle Jet Delayed to the Service Fee, and Legal Action Fee if Legal Action was taken by Jet Delayed prior to you having received payment from the Airline.
- You must cease negotiations with the Airline and direct any communication you have with the Airline regarding your Claim to Jet Delayed.
- Where Jet Delayed has notified you in writing that will provide the Compensation Service with the intention of obtaining Flight Compensation on your behalf, you will provide all data or information that is required for the execution of the Compensation Service.
- You warrant that the data and information you provide is correct, complete, and true, and, where applicable, with the consent of Fellow Passengers. You further warrant that in the event that any information is changed you will notify the Jet Delayed immediately. Flight data and information may be submitted to Jet Delayed via the website, email, other electronic or software solutions supported by Jet Delayed, or phone. Jet Delayed may request that you provide additional information
- You acknowledge that failure to provide Jet Delayed with any such information will negatively impact Jet Delayed's ability to provide the Compensation Service.

6. REASSIGNMENT

- Your claim may be reassigned back to you either at your request or by Jet Delayed 's initiative. In each case, this will be done in writing.

7. WITHDRAWAL

- At any time after signing, you have the right to Withdraw and/or reassign your Claim as described in the Withdrawal and Termination section below.
- Jet Delayed may also Withdraw from the Compensation Service as described in the Withdrawal and Termination section below.
- In the event that the Company discovers that the client has used other resources and/or means to recover on the same claim, the Company has a clear right to withdraw from the process immediately and inform the client.

8. CUSTOMER REPRESENTATIVE

- If you are claiming compensation on behalf of other passengers and have provided us with their details, by providing those details you are warranting and representing to us that (i) you are their agent and they are your principals (ii) you have full power and authority to provide those details and (iii) full power and authority to bind the other passengers to this Agreement as parties to it, so that they become our clients and are bound by the terms and conditions.

8.2. For minor passengers, you shall provide their complete data, including: name, birthdate of the minor, the names and signatures of the custodians or legal guardians.

9. LEGAL ACTION

- 9.1. If the Airline fails to pay Flight Compensation within a reasonable period after being notified by Jet Delayed, or should Jet Delayed, in its sole Discretion, assess that the Airline is unlikely to respond to a request for payment, Jet Delayed may initiate Legal Action.
- 9.2. In the event that Legal Action is initiated and Flight Compensation is paid, you will be required to pay Jet Delayed the Legal Action Fee in addition to the Service Fee. Jet Delayed does not charge the Legal Action Fee commission or any other service fees if the claim is unsuccessful.
- 9.3. In the event that a Lawyer is used for Legal Action, you expressly consent to Jet Delayed providing the Lawyer access to all the data communicated to Jet Delayed in order for the Lawyer to take Legal Action.
- 9.4. Where a separate form or other additional documents are required to undertake Legal Action, you undertake to provide such additional documents.
- 9.5. You agree and acknowledge that the final outcome of Legal Action and obtaining Flight Compensation may take years.

10. SETTLEMENTS

- 10.1. Jet Delayed in its sole Discretion, may offer to or accept from the Airline individual or collective Claim settlements for Flight Compensation.
- 10.2. You acknowledge that the decision to accept a settlement from the Airline for Flight Compensation rests solely with Jet Delayed, since you have assigned the Claim to Jet Delayed. In case Jet Delayed acts on your behalf, you authorize Jet Delayed to accept or reject settlement offers based on Jet Delayed 's Discretion, without the need for your additional consent.
- 10.3. Jet Delayed may pursue the assigned Claim in its own name, with or without the help of a Lawyer. Where appropriate and/or legally necessary, Jet Delayed may reassign the Claim to you and you agree to authorize again Jet Delayed to deliver the Compensation Service and collect and/or receive payments.
- 10.4. You are responsible for providing the correct data to proceed with the Compensation Service. Jet Delayed shall not be held liable for any incorrect communications, documents, incorrect data/information, and fraudulent conduct shared by you. In the event that you provided deliberately incorrect information or data, in addition to any other recourse Jet Delayed may have under these Terms, you will, upon request by Jet Delayed, reimburse Jet Delayed for the Legal Expenses.
- 10.5. Jet Delayed uses its Discretion in making decisions regarding whether to pursue your Claim any time during the Compensation Service, including whether to pursue your Claim with Legal Action, to make or accept a settlement offer from the Airline or to withdraw the Claim.
- 10.6. Jet Delayed 's Discretion is based on a number of factors including, without limitation, the applicable Air Passenger Rights Regulations, the jurisdictions and court systems in which we may pursue your Claim, Legal Expenses and the likelihood that Jet Delayed may obtain or be obliged to pay Legal Expenses, the Airline's historic behavior with similar Claims, the average length of time it may take to obtain Flight Compensation or a favorable ruling through Legal Action, the quality of the information that you have provided Jet Delayed with regards to your Claim, any factual information that may make obtaining Flight Compensation difficult, advice from Lawyers, and Jet Delayed 's experience with similar Claims.

11. FEES AND PAYMENTS

11.1. Our Fees for providing you with our Services will be 42% of the received Flight Compensation including applicable VAT, less any disbursements. Example of the fee breakdown and disbursements provided in the below paragraphs.

11.2. If the legal process is commenced, then the fee will increase by a further 8% for the Legal Action Fee. Therefore, the total you will pay is 50% of the Flight Compensation including applicable VAT. Examples provided below.

11.3. Settlement in accordance with the procedure provided in these Terms and Conditions for the Services is linked to the essential condition that the Flight Compensation is received.

11.4. If Jet Delayed is successful, Jet Delayed will transfer the Flight Compensation to you, subject to Our Fees and any disbursements incurred.

11.5. Jet Delayed is subject to AML regulations and may request additional documentation for verification purposes prior proceeding with crediting your account with any compensation awarded by the Airline. If you do not respond to provide such information, Jet Delayed shall be entitled to keep the part of the Flight Compensation that otherwise should have been transferred to the Customer.

Fee Example

Flight Compensation

Cash Award	€250.00	
Less Service Fee (42%)	€105.00	Our Fee
Amount due to you	€145.00	

*Any successful claim will be subject to an AML and Bank Transfer in the sum of €10.00.

An Award including Legal Action Fees

Cash Award	€250.00	
Less Service Fee (42%)	€105.00	Our Fee
Additional 8% Legal Action Fee	€20.00	
Amount due to you	€125.00	

*Any successful claim will be subject to an AML and Bank Transfer in the sum of €10.00.

Flight Compensation

Cash Award	€2,000.00	
Less Service Fee (42%)	€840.00	Our Fee
Amount due to you	€1,160.00	

*Any successful claim will be subject to an AML and Bank Transfer in the sum of €10.00.

An Award including Legal Action Fees

Cash Award	€2,000.00	
Less Service Fee (42%)	€840.00	Our Fee
Additional 8% Legal Action Fee	€160.00	
Amount due to you	€1,000.00	

*Any successful claim will be subject to an AML and Bank Transfer in the sum of €10.00.

11.6. Where;

- you have provided Jet Delayed with incorrect or incomplete payment information; and/or,
- the amounts we have paid to you for Flight Compensation have been returned to Jet Delayed; and/or,
- Your AML checks have failed and you have failed to provide the necessary ID to satisfy the AML checks;

11.7. Jet Delayed will make reasonable efforts to contact you, including email reminders and other means of communication provided by you to Jet Delayed. If you do not respond to provide the information listed above, whichever it may be, within 180 days of being notified of a successful claim, Jet Delayed shall be entitled to keep the part of the Flight Compensation that otherwise should have been transferred to the Customer.

11.8. In the event that the Flight Compensation and/or Legal Expenses, interest, or similar are transferred directly from the Airline to you, you will (i) as soon as reasonably practicable, inform Jet Delayed of the payment, and (ii) be invoiced and liable to pay Our Fees, Legal Expenses, interest, or similar, if any, to Jet Delayed without unreasonable delay.

- 11.9. When Jet Delayed has paid the Flight Compensation in accordance with the instruction of and method selected by the Customer, Jet Delayed shall not be liable for:
- cheques, prepaid debit cards, credit cards, and similar lost in transit to the Customer.
 - any effect of the Customer giving wrong bank account information, wrong address, or similar, including, but not limited to, the Flight Compensation being paid to the wrong receiver. If Flight Compensation has been paid to the wrong receiver at the fault of the Customer, Jet Delayed shall not be obligated to actively reclaim it.
 - Any fees and expenses cost as a result from an omission or a fault of the client.
 - Any fees not being paid to Fellow Passengers by the Customer who is representing them.
- 11.10. You shall not be entitled to claim any interest on the Flight Compensation during the time period between when Jet Delayed receives it and when it is transferred to you. Jet Delayed reserves the right to retain any interest that it has recovered from the Airline, including interest recovered following Legal Action.
- 11.11. Jet Delayed shall not be liable for any amount of compensation, damages, or similar, if we are prevented from transferring the payment to you by an event beyond Jet Delayed's control, including, but not limited to, strike, lock-out, labor dispute, force majeure, natural disasters, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, and storm.
- 11.12. The Service Fee and the Legal Action Fee apply to any kind of settlement whenever Jet Delayed is able to obtain Flight Compensation whether obtained through court decision, settlement with the Airline, or where Jet Delayed has settled the Claim with the Airline jointly with other Claims.
- 11.13. If the Client requests so, Jet Delayed shall provide an electronic invoice via email for any services delivered and fees charged by Jet Delayed.
- 11.14. As the registered office of Jet Delayed is located in the Republic of Cyprus, the amount of value added tax (VAT) (if applicable) to be paid is stipulated by the laws of the Republic of Cyprus in accordance with the legally stipulated rate.
- 11.15. Flight Compensation and any other payments will be made by Jet Delayed only to final beneficiaries with the right to claim Flight Compensation. Jet Delayed shall not pay Flight Compensation and (or) any other payments to intermediaries, agencies, representatives and (or) other third parties which, together with the request for payment of the Flight Compensation do not provide any specific written proof clearly and unambiguously confirming the authority to accept payments on behalf of the final beneficiary. In case of any doubt regarding the right to receive payments, Jet Delayed has the right to request additional proof confirming the right to accept payments on behalf of the final beneficiaries and (or) unilaterally refuse to pay the Flight Compensation directly to such person.
- 11.16. You will be responsible for the bank fees and applicable charges (or similar) in receiving the Flight Compensation. Such expenses may include, but is not limited, to a bank transfer fee or charge, the cost of the AML check, any fee or charge applied to convert the relevant currency etc as a disbursement.

12. WITHDRAWAL AND TERMINATION

- 12.1. If you qualify as a consumer under the European Union (EU), the European Economic Area (EEA), and the UK consumer regulations, meaning that you are an individual who engages in a legal transaction for a purpose other than your commercial or independent vocational activity, then you possess a legal right of withdrawal.
- 12.2. You have the right to withdraw from the Compensation Service within 14 days from the commencement of the Compensation Service for free and without the need to specify any reasons. To exercise your right to Withdrawal, the Withdrawal must be communicated (e.g., by letter, email, or contact form) within the 14-day period mentioned above, and it must clearly state your wish to withdraw from the Compensation Service. The Withdrawal shall be sent to cancellations@jetdelayed.co.uk.

- 12.3. You give your explicit consent for us to commence working for you within the 14-day period. Due to the nature of the service provided, you cannot withdraw from our Compensation Service if Jet Delayed has informed you that the Airline has accepted the Claim, as in such an event we have completed the service you requested.
- 12.4. Jet Delayed has the right to withdraw from the Compensation Service in the event of identifying obstacles beyond the control of Jet Delayed that prevent Jet Delayed from obtaining Compensation for you. These may include, but are not limited to, Airline insolvency, court closure, lockdown measures, low Flight Compensation value etc. In these cases, Jet Delayed shall notify you of the obstacles and close your Claim. No fee will apply.
- 12.5. The Compensation Service will terminate upon the earlier of the following to occur:
- When the Claim has been settled with the Airline, you have received the Flight Compensation, and all amounts payable by you to Jet Delayed, if any, have been paid, or
 - Either you or Jet Delayed, at any time for any reason, give timely written notice of termination; or
 - Jet Delayed immediately where (i) you have breached your obligations under the Terms, (ii) you have provided incorrect information, engaged in fraud, or engaged in activities that Jet Delayed may reasonably suspect to be misleading or fraudulent, in which case you will not be entitled to the Flight Compensation.
- 12.6. Jet Delayed reserves the right to claim its losses when terminating as a result of your breach.
- 12.7. Upon termination of the Compensation Service for any reason, you shall immediately pay any fees payable to Jet Delayed under the Terms, including without limitation in the case of Customer Withdrawal after the Airline confirms the payment of Flight Compensation.
- 12.8. Jet Delayed will not automatically reassign your Claim to you upon Withdrawal or termination. You must request Jet Delayed to reassign your Claim
- 12.9. In the event that you Withdraw from the Compensation Service or Jet Delayed terminates due to your breach of the Terms, Jet Delayed shall be entitled to obtain the following from you:
- Jet Delayed's Legal Expenses, if Jet Delayed has commenced a Legal Action; or,
 - An amount equal to the Legal Expenses, if, following the withdrawal, Jet Delayed is requested by a Judicial Authority to pay the Legal Expenses due to the Airline; or,
 - Jet Delayed's Service Fee, and, where there was Legal Action, the Legal Action Fee, where you subsequently obtained Flight Compensation directly from the Airline.

13. DATA PROTECTION

- 13.1. All personal data collected during the provision of our Services, or connected to the provision of our Services, will be subject to the Privacy and Cookies Policy.

14. THIRD PARTIES

- 14.1. Our Services may contain links to third-party providers' websites or interfaces to book services via third parties. Such websites/services are controlled by independent parties under which Jet Delayed has no control. Although our Services may provide information about or access to third-party suppliers and facilitate use of these third-party providers, such Services do not constitute any sponsorship, affiliation, or endorsement of these third-party providers.
- 14.2. We remind you that by accessing third-party websites/services or using third-party services made available through our Services, you agree to be bound by these third parties' policies and terms and conditions. We encourage you to review these terms and conditions and policies and to use them at your own risk.
- 14.3. You hereby acknowledge and agree that Jet Delayed will not be a party to any agreement entered with any such third party and will not be responsible for any errors or omissions in such third parties' services or for any direct or indirect claim, breach, loss or damage caused or allegedly caused by or in connection with the access or use of such third parties' services.

15. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 15.1. Jet Delayed has many sources of information and data that make up the information and services available under these Terms. Although Jet Delayed tries to provide accurate information, our Services may be subject to omissions and errors. Our Services are provided 'as is'. To the fullest extent permitted by law, Jet Delayed disclaims all warranties, either express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third party's rights, accuracy of information, and fitness for a particular purpose. Jet Delayed makes no representations or warranties that our Services will result in Flight Compensation, meet your requirements or be secure, free of viruses or other harmful components, timely, uninterrupted, accurate, complete, or reliable. You acknowledge and agree that your use of our Services is at your own risk. To the fullest extent permitted by applicable law, Jet Delayed/Jet Delayed Group Company will not be liable for any direct, indirect, punitive, incidental, special, consequential losses or damages, or any loss of income, profits, goodwill arising out of or in any way related to i) our Services; ii) delay or inability to access our Services; iii) virus, bugs, trojan horses, software, information, third parties' linked websites, services obtained through the use of our Services, iv) or any other matter relating to our Services, whether based on contract, tort, strict liability, or otherwise, even if Jet Delayed, Jet Delayed Group Company, or any of its suppliers has been advised of the possibility of such damages.
- 15.2. These Terms do not affect any of your statutory legal rights that cannot be excluded by law. If you are not satisfied with any portion of our Services or with these Terms, your sole and exclusive remedy is Withdrawal in accordance with the Terms.

16. MODIFICATIONS AND ENTIRE AGREEMENT

- 16.1. Any new features of our Services will be subject to these Terms and Conditions. Jet Delayed reserves the right to amend sections of these Terms and Conditions at any time without further notice. The latest version will always be available on the Jet Delayed website. It is your responsibility to visit the Jet Delayed website from time to time to review the changes as they are binding to you. Your continued use of our Services following the posting of changes to these Terms and Conditions or other policies means you accept the changes.
- 16.2. These Terms and Conditions are the complete and exclusive statement relating to its subject matter and supersede all prior communications (oral or in writing) between you and Jet Delayed.
- 16.3. You may not transfer any of your rights or obligations under these Terms and Conditions without our prior written consent. Jet Delayed may transfer any of its rights or obligations under these Terms and Conditions to any Jet Delayed Group Company or any third party designated by Jet Delayed.

17. GOVERNING LAW AND JURISDICTION

- 17.1. These Terms, Forms, and the agreement between Jet Delayed and you, and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims), shall be governed by the laws of the Republic of Cyprus, without regard to conflict of laws principle. This shall not affect mandatory provisions of the legal system that would apply without this choice of law clause, e.g., the mandatory provisions of the customer's country of residence.
- 17.2. If any provision (or part thereof) of these Terms is held by any court, or other competent authority to be void or unenforceable in whole or part, such void provision shall be deemed to be replaced by an enforceable provision with the closest effect possible to the original provision and these Terms shall continue to be valid with respect to the other provisions and the remainder of the affected provisions.
- 17.3. Any failure or delay by Jet Delayed in enforcing (in whole or in part) any provision of these Terms will not be interpreted as a waiver of our rights or remedies.
- 17.4. The English version of these Terms shall prevail in case of inconsistency to any other language version.

Jet Delayed

Thiseos 7, Strovolos, P.C. 2042, Nicosia, Cyprus

Email: help@jetdelayed.com

Website: www.jetdelayed.com

