



Terms of Service for the online services of AirPlus

AirPlus International GmbH
Dornhofstr. 10
63263 Neu-Isenburg

These terms of service (“**Terms of Service**”) regulate the use of the Online Services provided by AirPlus International GmbH (“**AirPlus**”) to the person accessing the Online Services (“**User**” or “**Users**”). By using the Online Services, the User declares his/her consent to these Terms of Service, without any reservations, additions or restrictions.

1. Use of the Online Services

1.1 The use of the Online Services is subject to a valid agreement

- (a) between AirPlus and the company or organization, which designated the User to use the Online Services (such company or organization the “**Subscriber**” and such agreement the “**Subscriber Agreement**”) and/or
- (b) between AirPlus or an affiliate of AirPlus and the User regarding the provision of a payment card (“**Card User Agreement**”)

1.2 Depending on the Subscriber Agreement and/or Card User Agreement and the role of the User, the User may be able to access all or only individual online services provided by AirPlus (such available online services the “**Online Services**”).

1.3 In case a Subscriber Agreement exists, the User

- (a) may only use the Online Services if he/she was permitted by the Subscriber;
- (b) warrants, that he/she was permitted by the Subscriber to use the Online Services; and
- (c) shall only use the Online Services on behalf of the Subscriber according to the Subscriber Agreement.

1.4 AirPlus reserves the right to temporarily or permanently block access to the Online Services for the User without further warning on reasonable grounds such as security concerns, in case the User violates its obligations under these Terms of Service or the rights of third parties or applicable law. Furthermore, in such case AirPlus reserves the right to instigate legal actions against the User and/or the Subscriber.

2. Registration

2.1 The use of the Online Services is subject to the successful registration of the User. The registration requires the choice of an email address as username and an individual password

(user name and password jointly the “**Login Data**”). To register, the User will receive a registration e-mail. Within such e-mail the User needs to follow the registration link and will be asked to enter his/her password. After password definition and agreement to the Terms of Service, the User may use the Online Services for the first time

2.2 AirPlus reserves the right to change/reset the Login Data at any given point of time for security reasons.

3. License

3.1 Subject to a valid permission to use the Online Services, AirPlus hereby grants to the User the non-exclusive, non-transferable, non-sublicensable, revocable right to use the Online Services.

3.2 To the extent AirPlus uses open-source software (libraries) for the provision of the Online Services, the provision of such open-source software (libraries)

(a) shall be subject to the terms and conditions applicable to the respective open-source software (library) and

(b) shall be free of charge, i.e. in case a service fee has been agreed for the provision of the Online Service, such service fee shall not be considered paid for the provision of the open source software (libraries).

3.3 The right to use the Online Services shall automatically end if

(a) the Subscriber Agreement and/or Card User Agreement, if any, expires, and access is not required for any other reasons;

(b) the Subscriber revokes the permission of the User; or

(c) the User is in violation of these Terms of Service.

4. Technical Requirements

To use the Online Services, the device used to access the Online Services must at least comply with the following technical requirements:

(a) HTML-capable, Webkit-based browser (no WAP browser)

(b) Display resolution at least 1280*1024pixels

(c) Adobe Reader 7.0 or higher

(d) Cookies need to be accepted

(e) Java Script needs to be activated

(f) be able to support encrypted transactions (TLS1.1: min 128 bit encoding) in the Internet

The Online Services may generally be used with all current operating systems and web browsers. However, it is recommended that the latest browser version is used.

This list of technical requirements is not exhaustive and even when the technical requirements are fulfilled, (unrestricted) access may not be possible due to the technical specifications and/or the configuration of the device used to access the Online Services. AirPlus is not obliged to provide any assistance if a device cannot be used to access the Online Services.

5. Duties of the User

5.1 The Login Data must be handled with care and shall not be disclosed to third parties in order to prevent misuse by third parties. This means in particular:

- (a) The Login Data for the Online Services may only be used by one person, the User. The Login Data shall not to be shared within the Subscriber's company.
 - (b) The password for the Online Services must be changed regularly. AirPlus recommends changing the password every 90 (ninety) days.
 - (c) The Login Data is subject to the special duty of care of the User. This means that the Login Data may not be written down, make publicly accessible or passed on.
 - (d) The password shall comply with special security requirements. The security requirements are described in detail to the User in the Online Services during the registration process and thereafter when User changes its password.
 - (e) The User is required to use a secure system for access to the Online Services. This means that the User uses a current virus scanner and browser and has implemented all current security updates for the device's operating system.
- 5.2 The User agrees to inform AirPlus immediately about any impairment of these Terms of Service or any unauthorized use of the Online Services by third parties that becomes known to him/her.
- 5.3 In case of any misuse, the onus of proof that the misuse has not been made possible through his/her fault is on the User.
- 5.4 AirPlus is not liable for any misuse of the Online Services by third parties.
- 6. Unlawful Actions**
- 6.1 The User agrees to use the Online Services only in accordance with these Terms of Service and the applicable laws and in compliance with rights of third parties (personal rights, copyrights, intellectual property rights, data protection rights, etc.). Any inappropriate or unlawful use is prohibited. In particular, the following is strictly prohibited:
- (a) upload and distribute pornographic, libelous, abusive, offensive, racist, threatening, juvenile and personal rights infringing content or content that promotes violence or incitement to commit criminal acts, provide instructions for criminal acts and/or other unlawful content;
 - (b) upload and distribution of content copied, in whole or in part, from protected works or materials without the consent of the respective copyright holder;
 - (c) upload and dissemination of content that affects or infringes the rights of third parties, in particular personal rights, copyright or intellectual property rights and all other rights of third parties;
 - (d) upload and distribution of content containing personal, confidential or non-public information;
 - (e) the storage and distribution of personal data of other Users;
 - (f) indication of false data or information and indication of data and information of third parties, in particular pretending to be a different person in the Online Services;
 - (g) use of data and information of other Users for purposes outside the Online Services without their express consent;
 - (h) sale or transfer of registration data of the User or of other Users;
 - (i) attacking the Online Services by means of viruses, spyware, malicious software or other harmful methods; the User shall not use or upload any information, which, due to its

nature (e.g. viruses), size or reproduction (e.g. spam, overloading or flooding of the Online Services) could impair the functionality of the Online Services; and

- (j) changing, influencing, circumventing, overloading, or disrupting the Online Services and the underlying software and security systems.

6.2 The Online Services may only be used for the User's own professional or personal business travel and payment purposes; any commercial and/or commercial use for third parties is prohibited.

6.3 Each User is encouraged to inform AirPlus about content that he/she considers inappropriate. AirPlus reserves the right to investigate the contents and to react appropriately to the alleged violation at its own discretion.

6.4 AirPlus reserves the right, at any time and in its sole discretion, to refuse to upload content or to delete or remove content that violates these Terms of Service, the rights of third parties and applicable laws or that is alleged to violate them or that for any other reasons appears unacceptable or inappropriate; in such a case AirPlus acts without prior notification of the User and is not liable to him/her.

7. Limitation of Liability

7.1 AirPlus is not liable for slight negligent (*leicht fahrlässig*) breaches of contractual obligations, unless such slight negligent breaches refer to such cardinal obligations, whose fulfilment is essential to enable the ordinary implementation of these Terms of Service, whose breach jeopardizes the achievement of the purpose of the Terms of Service and on whose compliance the User may rely on regularly (*Kardinalpflichten*). In case of slight negligent breaches of cardinal obligations, AirPlus is only liable for the foreseeable, typical contractual damage. These limitations of liability also applies to the personal liability of AirPlus' employees, officers, directors, legal representatives as well in favour of AirPlus' vicarious agents.

7.2 The limitations described in Section 7.1 will not apply to:

- (a) any damage of life, body and health and/or
- (b) any liability in accordance with the Product Liability Act ('Produkthaftungsgesetz').

8. Data Protection

The Privacy Statement for the Online Services is provided at <https://www.airplus.com/de/en/legal/privacy-statement/>. If you have any further questions, please contact the Data Protection Officer via the following e-mail address: dataprotection@airplus.com.

9. Miscellaneous

9.1 These Terms of Service of AirPlus and its implementation are governed exclusively by the law of the Federal Republic of Germany to the exclusion of international private law and the provisions governing the international jurisdiction of German courts. This applies to all Users worldwide.

9.2 The place of jurisdiction for all disputes between the Users and AirPlus in connection with the use of the Online Services is, as far as legally permissible, Darmstadt, Germany.

9.3 AirPlus reserves the right to amend these Terms of Service at any given point of time. AirPlus will notify the Subscriber in text form of amendments to these Terms of Service. Once such change notice has been issued, the amendment shall be deemed accepted after 30 days,

unless the User objects in writing within this timeframe. AirPlus will advise the User of this possibility with the change notice. In case the Subscriber objects to the amendment, the amended Terms of Service shall not apply but AirPlus reserves the right to partially or fully block access to the Online Services.

Information on the Right of Withdrawal

You have the right to withdraw from these Terms of Service within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of these Terms of Service. To exercise the right of withdrawal, you must inform us

**AirPlus International GmbH
Dornhofstrasse 10
63263 Neu-Isenburg
Germany
Email: info@airplus.com
Telephone: +49 (0) 61 02 204-222**

of your decision to withdraw from these Terms of Service by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of Withdrawal

If you withdraw from these Terms of Service, AirPlus shall reimburse to you all payments received from you, including the costs of delivery (with the exception of supplementary costs resulting from your choice of a type or delivery other than the least expensive type of standard delivery offered by us) without undue delay and, in any event, not later than 14 days from the day on which AirPlus is informed about your decision to withdraw from these Terms of Service. AirPlus will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

Model withdrawal form according to Annex 2 to Art. 246a Introductory Law to the German Civil Code (Einführungsgesetz zum Bürgerlichen Gesetzbuch)

If you want to withdraw the Terms of Service, please fill in this form and send it back:

To:
AirPlus Servicekarten GmbH
Dornhofstrasse 10
63263 Neu-Isenburg
Germany

Email: info@airplus.com
Telephone: +49 (0) 61 02 204-222

I hereby give notice that I withdraw these Terms of Service for the provision of the Online Services provided by AirPlus.

Ordered on: [...] / received on [...]

Name of User: [...]

Address of User: [...]

Signature of User (only if this form is notified on paper): [...]

[Date]