

## WIZZ ACCOUNT TERMS AND CONDITIONS

### 1. DEFINITIONS

Terms and expressions defined in the General Conditions of Carriage of Wizz Air shall have the same meaning when used in these WIZZ Account Terms and Conditions unless set out below or unless the context otherwise requires.

1.1. **General Conditions of Carriage:** the general conditions of carriage of Wizz Air (depending on and related to the Wizz Air entity the flight ticket is issued by) as published on the Website and amended by Wizz Air from time to time.

1.2. **Passenger:** the natural person using Wizz Air's passenger transport services.

1.3. **You or Customer:** the natural person or legal entity that completed the Registration.

1.4. **Registration:** registration of Your identification and contact data (first name, last name, gender, country code, mobile phone number, e-mail address, nationality/citizenship) in the IT system of Wizz Air Hungary Ltd. The scope of the Registration is the opening of a WIZZ Account, enabling contacts with the Customer and enabling the Customer book flights, i.e. purchase flight tickets via the Website or the Mobile application.

1.5. **Website** means [www.wizzair.com](http://www.wizzair.com)

1.6. **Mobile application** means the WIZZ mobile application

1.7. **WIZZ Account:** an account where the Customer's purchases and actual balance of WIZZ Credits are followed, which is created via Registration. The WIZZ Account is operated and the access to it is provided by Wizz Air Hungary Ltd. The WIZZ Account may be used for making reservations with and purchase services of each of the Wizz Air entities.

1.8. **WIZZ Account Number:** the 10-digit identification number of the WIZZ Account, generated upon the completion of Registration.

1.9. **WIZZ Credit:** a settlement instrument connected strictly and solely to the WIZZ Account. Customers may use WIZZ Credit to purchase flight tickets or other services of each Wizz Air entity. WIZZ Credit can be received from each Wizz Air entity, as the case may be, due to promotions, running events, flight cancellations made by Wizz Air or any other activities, occasions or events, and shall be used according to and in compliance with the present Terms and Conditions.

1.10. **Base Currency:** the currency of the WIZZ Account, which is determined by the first transaction performed onto the WIZZ Account.

1.11. **Wizz Air or Us:** the Wizz Air entity (namely Wizz Air Hungary Ltd. or Wizz Air UK Ltd. or Wizz Air Abi Dhabi LLC or any other Wizz Air entity) issuing the Wizz Credits for you or operating the flight you purchased a flight ticket and other services to.

1.12. **WIZZ Credit Terms of Use:** the terms and conditions of the usage of WIZZ Credit, which forms Annex 1 of the present Terms and Conditions.

1.13. **Wizz Air's Services:** Carriage by air of passengers and baggage.

1.14. **Call Centre:** Wizz Air's telephone customer service teams. Call Centre numbers can be found in our Contact Us page.

## 2. OPENING A WIZZ ACCOUNT

2.1. A WIZZ Account can be opened by the Customer by registering Customer's personal data, as described in point 1.3. and invoicing data. The WIZZ Account is needed for making reservations on the Website or in the Mobile app for the flights operated by Wizz Air.

## 3. USING THE BALANCE ON THE WIZZ ACCOUNT

3.1. The balance of the WIZZ Account contains the WIZZ Credits issued and uploaded by one or more Wizz Air entities, which WIZZ Credits may have different expiry dates and usability criteria. The WIZZ Credits shall be used as per Annex 1 of the present Terms and Conditions.

3.2. The balance of the WIZZ Account may be used for purchasing flight tickets and most other services of Wizz Air and for modifying the existing reservation and/or adding additional services of Wizz Air to the reservation.

3.3. In reservations paid from WIZZ Account, the WIZZ Account owner has to be one of the Passengers included in the reservation and the reservation may not include more, than 5 (five people).

3.4. When making or changing a reservation the email address and the password you provided during the Registration, which belongs to the WIZZ Account must be typed in during the booking via the Website or Mobile application.

3.5. If the amount of WIZZ Credit on the WIZZ Account is not sufficient to pay for the reservation the difference may be paid with a bank card.

3.6. If a reservation is made in a currency other than the WIZZ Account Base currency the amount in the reservation currency will be converted by Wizz Air to the amount in the Base currency and this will be deducted from the amount of WIZZ Credits you have in your WIZZ Account. The expiration date may not exceed the limitation period laid down in the applicable legislation.

3.7. Should Wizz Air cancel a flight that had been paid for partially or in total from the WIZZ Account with WIZZ Credits, the Passenger shall receive back at least the part paid by WIZZ

Credits in WIZZ Credits. Wizz Air reserves the right to decide to refund more, than the amount paid by the Passenger for the flight ticket and for the other services purchased from Wizz Air (if any) in case of flight cancellations on its own discretion, which decision may apply to the entire amount of the flight ticket and the services purchased by the Passenger from Wizz Air, or to the part paid by WIZZ Credits or only to the part paid by money.

3.8. The WIZZ Account can be used to purchase flight tickets operated by Wizz Air Hungary Ltd, Wizz Air UK Ltd, Wizz Air Abu Dhabi LLC and any other Wizz Air entity.

#### 4. WIZZ ACCOUNT BALANCE

4.1 Information on WIZZ Account balance can be obtained on-line on the Website or via the Mobile application.

#### 5. TERMINATION OF WIZZ ACCOUNT

5.1 In case a reasonable suspicion of a misdemeanour or a crime have been perceived, or any suspicious and/or abnormal and/or fraudulent activities have been detected in relation to Your WIZZ Account or the usage of the WIZZ Credits, Wizz Air Hungary reserves the right to suspend the WIZZ Account with immediate effect for 30 days informing You via email or any others means about the suspension and investigate the above, or terminate your WIZZ Account with immediate effect. In case of suspension and if Wizz Air Hungary deems necessary, the suspension can be extended for another 30 days, which You shall be informed about the same way as mentioned above in this clause.

5.2. In addition to the suspension of the WIZZ Account Wizz Air reserves the right to take all possible legal actions and contact the respective authorities/police in case of issues indicated in Clause 5.1.

5.3. WIZZ Credits expired during the suspension shall not be prolonged, refunded or reimbursed. Wizz Air reserves the right to null the WIZZ Credits acquired via or in relation to the misdemeanour, crime or suspicious and/or abnormal and/or fraudulent activities mentioned above.

5.4. WIZZ Credits available in the WIZZ Account at the time of termination of the WIZZ Account (termination by Wizz Air or based on the Customer's decision) shall not be converted into money/cash, refunded or reimbursed.

#### 6. OTHER PROVISIONS

6.1. The Customer shall handle the WIZZ ID, the e-mail address belonging to the WIZZ Account and the password related to the WIZZ Account confidentially. Wizz Air Hungary shall not be liable for any damages arising from any kind of misuse of the WIZZ ID, email address and password or from its disclosure to anyone other than the Customer (WIZZ Account owner).

6.2. This Agreement is concluded by and between Wizz Air Hungary Ltd. and the Customer, where Wizz Air Hungary grants that the WIZZ Credits issued, provided and uploaded by other Wizz Air entities can be accessed by the Customer in the WIZZ Account and used for purchasing flight tickets and several other Wizz Air services. This Agreement shall be construed and take effect in all respects in accordance with the Laws of Hungary. Disputes arising out of the present contract shall be primarily settled through discussions between the Contracting Parties.

6.3. Except as specified in the present Agreement, the services purchased from Wizz Air by using the WIZZ Account shall be subject to the General Conditions of Carriage of Wizz Air.

6.4. Customer declares that he/she acknowledges the terms of the present Agreement. Customer further declares that he/she duly informed the Passenger of the terms of the present Agreement and that the Passenger understood and accepted these terms.

6.5. Wizz Air reserves the right of amendment of these terms. Wizz Air shall inform all Customers of such amendments on the Website and/or via the Mobile application. With the usage of the WIZZ Account You acknowledge and accept the present Terms and Conditions.

1 July 2020

Annex 1.

WIZZ Credit Terms of Use

## 1. INTERPRETATION

1. The present Terms of Use shall be applicable to the usage of WIZZ Credits issued and provided by any of the Wizz Air entities to the Customer.

2. The present Terms of Use shall be interpreted, used and applied together with the Terms and Conditions of the WIZZ Account.

3. The present Terms of Use form an inseparable part of the WIZZ Account Terms and Conditions, however in case of any discrepancies between the two documents the present Terms of Use shall apply.

4. Definitions, terms and expressions defined in the WIZZ Account Terms and Conditions shall have the same meaning when used in these WIZZ Credit Terms of Use unless set out below or unless the context otherwise requires.

## 2. ELIGIBILITY

1. You may be eligible and may receive WIZZ Credits due to any occasions, activities or events determined by Wizz Air. WIZZ Credit may function as a compensation or as a reward related to the activities you've made on the Website, in the Mobile application or related to any events connected to or organized by Wizz Air. WIZZ Credits may be issued due to (including but not limited to) flight cancellations promotions, competitions, running events by any of the Wizz Air entities

2. Upon determination of your eligibility, the WIZZ Credits shall be uploaded to your WIZZ Account within the period of time indicated by Wizz Air in the respective communication related to the occasion, activity or event you received the WIZZ Credits for.

3. You may receive WIZZ Credits only in case you have a WIZZ Account. In case of occasions, where you act as a Reserver (as per the General Conditions of Carriage) and you receive the WIZZ Credits on behalf of other Passengers, you are obliged to inform the Passengers about the received Wizz Credits, use the WIZZ Credits and act in relation to WIZZ Credits as per the relevant provisions of the General Conditions of Carriage.

## 3. USAGE, USABILITY, EXPIRATION

3.1. You may use the WIZZ Credits received and uploaded to your WIZZ Account as per the present Terms of Use.

3.2. Wizz Air is entitled to determine additional criteria or limitations on the WIZZ Credits and their usage in the or during the communication related to the occasion, event or activity You receive the Wizz Credits for, in a separate communication or otherwise, on its own discretion, in this case the present Terms of Use and the respective separate communication shall be applicable jointly. In case of any discrepancies, the present Terms of Use shall apply.

3.3. WIZZ Credits may be used for payment in case of purchase of flight tickets or other services of Wizz Air. WIZZ Credits may be used for payments of reservations including no more, than 5 Passengers, where the WIZZ Account owner is one of the Passengers included in the reservation. Wizz Credit may be used for modifications of existing reservations as well.

3.4. Wizz Air may determine the percentage or amount of WIZZ Credits, or the proportion of WIZZ Credits and money allowed to be used in certain transactions at its own discretion or may restrict the usage of WIZZ Credits for purchases of certain flights or services.

3.5. The currency of WIZZ Credits is the same as the Base currency of Your WIZZ Account.

3.6. The expiration date, so the usability of the WIZZ Credits may vary depending on the occasion, event or activity based on which they have been provided to You, which shall be indicated by Wizz Air in the respective communication related to the occasion, event or activity due to which You received the WIZZ Credits

3.7. You may use the WIZZ Credits uploaded to your WIZZ Account in compliance with their expiration date, following the chronological order of the expiration dates only. Wizz Air reserves the right to prolong the validity of the WIZZ Credits anytime, depending on its own discretion.

3.8. In case of a purchase of flight ticket(s) or other services of Wizz Air, you may use for payment the WIZZ Credits in your WIZZ Account partially or pay the entire sum/price with WIZZ Credits, in compliance with the present Clause 3. and depending on the exact terms of the given purchase.

3.9. WIZZ Credits in the WIZZ Account are non-refundable and non-transferable. No conversion of WIZZ Credit to money/cash can be requested, except if this is specifically determined or allowed by Wizz Air.

#### 4. GENERAL PROVISIONS

4.1. All promotions, fares, and any other special offers provided by Wizz Air are subject to the terms and conditions specifically pertaining to that offer.

4.2. Flight tickets and/or services purchased by using the WIZZ Credits shall not be offered for commercial purposes by You or a third party otherwise than it is allowed in the contract You concluded with Wizz Air. This provision applies including but not limited to internet auctions or other web-based platforms.

4.3. You shall provide accurate and true (personal) data when creating the WIZZ Account and shall maintain that data when using WIZZ Credits. If You fail to comply with the above obligation, Wizz Air reserves the right to act as per Clause 5 of the WIZZ Account Terms and Conditions.

4.4. Wizz Air reserves the right to unilaterally amend these Terms of Use at any time by informing you via email or any other means and publishing the amended WIZZ Account Conditions on the Website and Mobile application.

4.5. Unless specified otherwise herein, to reservations made or services purchased on the Website or Mobile application by using WIZZ Credits, the General Conditions of Carriage of the flight operating Wizz Air entity shall apply.

## 5. GOVERNING LAW

5.1. These Terms of Use are subject to Hungarian law and the non-exclusive jurisdiction of Hungarian Courts.