



3FlightDelay

TERMS ET CONDITIONS

I. Definitions

Terms and Conditions of Réclamation Vol En Retard inc. / Late Flight Claim Inc.

I. I. Definitions

1.1 The following definitions are used in these Terms and Conditions:

Réclamation Vol En Retard inc. or Late Flight Claim Inc. : Réclamation Vol En Retard inc. or Late Flight Claim Inc. is incorporated under the Canada Business Corporations Act, also active under the name Vol en Retard or Flight Claim, registered in the Corporate Registry under 9739530 Canada Inc., and has its head office in Montreal, Canada;

Terms and Conditions: The present Terms and Conditions of Late Flight Claim Inc.;

Claim: Passenger's claim against the Airline as a result of denied boarding, cancellation or delayed flights;

Airline: The Airline that insured the delayed or cancelled flight or had the intention of insuring it;

Contract: The Contract entered into between the Passenger and Late Flight Claim Inc., under which the Passenger grants a proxy to Late Flight Claim Inc. and / or mandates Late Flight Claim Inc. to collect the Claim;

Passenger: The client of Late Flight Claim Inc. who is also the passenger holding a Claim against the Airline;

Extrajudicial Proceedings: Writing and sending of demand letters at the convenience of Late Flight Claim Inc., and the recovery by any other means of the Claim, including the conducting of negotiations (for payment) with the Airline and the obtaining of a settlement with the Airline;

Settlement Proceedings: All the activities of Late Flight Claim Inc. for the Passenger performed by Late Flight Claim Inc. after (insofar as applicable) the introduction of the Claim with the Airline, sending a reminder to the Airline and sending a letter to the Airline before initiating Judicial Proceedings, including the drafting and sending, by Late Flight Claim Inc., at its convenience, of demand letters and other correspondence;

Judicial Proceedings: The judicial recovery of the Claim by and / or for Late Flight Claim Inc., in its name, or in the Passenger's name including (but not limited to) the introduction of judicial proceedings against the Airline, conducting negotiations (for the payment) with the Airline and obtaining a settlement with the Airline.

II. General

2.1 These Terms and Conditions apply to all contracts entered into between Late Flight Claim Inc. and the Passenger.

2.2 Late Flight Claim Inc. provides various services for the obtaining of legal compensation in cases of delay, cancellation, overbooking or denied boarding under the applicable law, including but not limited to, under Regulation (CE) 261/2004.

2.3 If Late Flight Claim Inc. decides to process the Claim, it shall make reasonable efforts to recover the Claim from the Airline.

2.4 Late Flight Claim Inc. shall treat the Passenger's personal information in complete confidentiality. The Passenger hereby grants to Late Flight Claim Inc. the unequivocal

authorization, within the meaning of the Act respecting the protection of personal information in the private sector, to process personal data transmitted by the Passenger, and to use it as part of Late Flight Claim Inc.'s regular activities.

2.5 The Passenger authorizes Late Flight Claim Inc. to provide personal data to Late Flight Claim Inc.'s attorneys, whenever necessary. The Terms and Conditions also apply to Late Flight Claim Inc.'s attorneys and to their actions.

2.6 The Passenger shall be informed to the extent possible of the collectability of its Claim, through communications in the Claim Calculator and the information provided by the associates of Late Flight Claim Inc. The opinions of Late Flight Claim Inc. have no legal effect. Late Flight Claim Inc. provides no guarantees as to the outcome of the recovery of the Claim.

2.7 Late Flight Claim Inc. may keep the Passenger informed of the progress of the recovery of the Claim by email. Late Flight Claim Inc. will not send email notification to the Passenger at every new development or new message. The messages posted on the Account of the Passenger shall be deemed to have been read by the Passenger. The Passenger hereby declares having read and accepted this rule. Late Flight Claim Inc. is not responsible for any consequences resulting from the fact that the Passenger does not (regularly) read the messages posted by Late Flight Claim Inc. to the Account of the Passenger and / or email sent to the Passenger.

2.8 Late Flight Claim Inc. is entitled not to process the Claim at all times without having to justify and / or interrupt the recovery of the Claim, when it deems appropriate, whether Extrajudicial Proceedings or Judicial Proceedings have been initiated or not. From that moment, Late Flight Claim Inc. is not required to make any efforts related to the Claim.

2.9 This agreement will be effective until the Passenger's Claim is explicitly closed by Late Flight Claim Inc., in writing, until the Passenger's claim leads to the payment of

compensation, or until the Passenger terminates this Contract prematurely. In the latter case, Article 42 of this Contract shall apply.

III. Extrajudicial Proceedings

3.1 The passenger mandates and / or grants a proxy to Late Flight Claim Inc., for the purpose of recovering the Claim by way of Extrajudicial Proceedings, and for the purpose of the performance of any actions deemed useful by Late Flight Claim Inc. in order to cash the Claim.

IV. Settlement Proceedings

4.1 It is the sole discretion of Late Flight Claim Inc. to determine whether it is appropriate to seek a settlement in order to cash the Claim. Late Flight Claim Inc. decides whether to opt for the Settlement Proceedings on the basis of elements provided to Late Flight Claim Inc., as well as information made available to Late Flight Claim Inc. regarding the cause of any delay, cancellation or overbooking. Late Flight Claim Inc. may withdraw from the activities from the beginning of the Settlement Proceedings if it is no longer deemed appropriate, for any reason whatsoever.

V. Judicial Proceedings

5.1 It is the sole discretion of Late Flight Claim Inc. to determine whether to introduce Judicial Proceedings in order to cash the Claim. Late Flight Claim Inc. decides whether to opt for the institution of Judicial Proceeding on the basis of elements provided to Late Flight Claim Inc., as well as information made available to Late Flight Claim Inc. regarding the cause of delay, cancellation or overbooking. Late Flight Claim Inc. may withdraw from the beginning of activities of the Judicial Proceedings if it is no longer deemed appropriate, for any reason whatsoever. Prior to Late Flight Claim Inc. beginning the Judicial Proceedings (as party to the dispute or not), the Passenger will grant Late Flight Claim Inc. a separate mandate in this regard, in writing.

5.2 If Late Flight Claim Inc. decides to initiate Judicial Proceedings, the Passenger mandates Late Flight Claim Inc. (in the name, on behalf of, and at the risk of Claim Canada Inc.) to proceed at will, with the judicial recovery of the Claim through, including but not limited to, Judicial Proceedings, obtaining a settlement, or implementing any execution measures.

5.3 The Passenger may, at any time, cancel the institution of proceedings. In this case, all legal fees and expenses shall be billed to the Passenger. The same applies to the instructions provided to Late Flight Claim Inc.'s attorneys.

5.4 To introduce Judicial proceedings, multiple prescription periods may be applicable. To bring an action for a Claim against a Canadian Airline, in principle, a limitation period of three years from the time the flight should have taken place applies. In expressing its agreement with the applicability of these Terms and Conditions, the passenger declares being aware of these prescription periods. Late Flight Claim Inc. is not responsible for any prejudice that could result from possible prescription of the Claim in Canada or elsewhere in the world.

VI. Rates and Payment Extrajudicial Proceedings

Rates

6.1 No fees will be charged in advance for the use of the Late Flight Claim Inc. services.

6.2 All amounts related to the Claim recovered from the Airline after the Contract is concluded shall be considered to have been recovered through the efforts of Late Flight Claim Inc., regardless of whether they have (also) been collected through the efforts of the Passenger. From any and all amounts reimbursed by the Airline, Late Flight Claim Inc. is entitled in all cases to 25% of the recovered amounts.

6.3 Payments made by the Airline directly to the Passenger must immediately, and at the latest within 14 days from receipt by the Passenger, be transferred to Late Flight Claim Inc.

Otherwise, any costs incurred for the recovery of amounts due to Late Flight Claim Inc. by the Passenger will be charged to the Passenger.

6.4 If, after initiating Extrajudicial Proceedings, but before the institution of Judicial Proceedings, any compensation other than money, including but not limited to, vouchers or Air Miles, is offered by the Airline to cover (part of) the Claim, the Passenger may accept it after receiving a written permission from Late Flight Claim Inc. The Passenger cannot accept vouchers and / or Air Miles from the Airline for a value lower than that of the Claim, unless otherwise agreed to by Late Flight Claim Inc. If the value of the vouchers is lower than the value of the Claim, the Passenger shall be required to pay to Late Flight Claim Inc. 25% of the value of the received vouchers. If the value of the vouchers offered by the Airline is higher than the value of the Claim, Late Flight Claim Inc. will not charge the Passenger more than 25% of the total recovered amount of the Claim.

6.5 If during Extrajudicial Proceedings, the Passenger accepts vouchers or Air Miles instead of monetary compensation, the Passenger shall be liable for 25% of the value of the Claim to Late Flight Claim Inc. If a voucher or Air Miles offered by the Airline has a lower value than the value of the Claim, the Passenger is not authorized to accept less than what was explicitly agreed to by Late Flight Claim Inc.

Judicial Proceedings Rates

6.9 Judicial Proceedings shall be handled by Late Flight Claim Inc. as it sees fit and based on the principle « No payment without result ». No fee will be charged in the event that no compensation is obtained from the Airline.

6.10 In the event of total or a partial recovery of compensation, Late Flight Claim Inc. charges to the Passenger 25% of the amount collected. In the event that the amount is directly transferred to the account of the Passenger, the latter must pay to Late Flight Claim Inc. 25%

of the collected amount. If a deposit has been paid in advance, the 25% of the collected amount will be deducted from said deposit.

6.11 All funds, including statutory interest awarded by the courts that are not included in the total amount of compensation are to be paid to Late Flight Claim Inc., unless otherwise specified in writing.

6.12 If, after the institution of Judicial Proceedings, the Passenger accepts vouchers or Air Miles instead of financial compensation, it will be liable for an amount for 25% of the Claim to Late Flight Claim Inc. If the value of the voucher or Air Miles offered by the Airline is lower than the value of the Claim, the Passenger is not authorized to accept them unless otherwise expressly agreed to by Late Flight Claim Inc.

VII. Payment

7.1 The funds recovered by Late Flight Claim Inc. are destined to the Passenger shall be paid to the Passenger by Late Flight Claim Inc. within 60 days at the latest of the reception of the funds and of the Passenger's banking information. Payments to the Passenger shall be made to the Passenger's bank account known to Late Flight Claim Inc.

7.2 Late Flight Claim Inc. is not responsible for any losses resulting from the transmission of erroneous banking information from the Passenger. If a foreign bank requires transaction fees for the transfer of compensation from Late Flight Claim Inc. to the Passenger's bank account, said fees will be borne by the Passenger.

7.3 All funds related to the Claim recovered from the Airline after the Contract is concluded shall be considered to have been recovered through the efforts of Late Flight Claim Inc., regardless of whether they were recovered through the efforts of the Passenger. For reimbursed sums, Late Flight Claim Inc. is entitled in all cases to obtain 25% of the recovered funds.

7.4 If the passenger fails to provide his banking information to Late Flight Claim Inc., the funds destined to the Passenger will be retained for up to one year from their collection by Late Flight Claim Inc. This year begins as soon as the Passenger is informed of the receipt of the funds to the Passenger's email address known to Late Flight Claim Inc. Late Flight Claim Inc. shall make at least three attempts to contact the Passenger by the email address known to it. After the expiration of this year and three attempts to contact the Passenger, the recovered funds shall belong to Late Flight Claim Inc.

7.5 If the Passenger does not pay the amounts owed to Late Flight Claim Inc., the latter shall bill to the Passenger the costs related to the obtaining those amounts.

VIII. Passenger's Obligations

8.1 The Passenger declares that the provided information is accurate, complete and truthful.

8.2 In expressing its agreement with the Terms and Conditions on Late Flight Claim Inc.'s website, the Passenger claims to have made Late Flight Claim Inc. aware of any correspondence with the Airline as well as all offers and discounts related to the Claim that have been made or offered by the Airline prior to the Contract.

8.3 At all times, the Passenger shall consider and implement the instructions provided by Late Flight Claim Inc. Late Flight Claim Inc. is not responsible for any loss of time and / or the expiration of any deadline incurred as a result of negligence in the matter.

8.4 After the conclusion of the Contract and throughout the Extrajudicial Proceedings and eventually the Judicial Proceedings, the Passenger shall refrain from communicating directly with the Airline, unless otherwise explicitly agreed to in writing by Late Flight Claim Inc. Late Flight Claim Inc. is not responsible for any possible losses arising from the Passenger's actions directed at the Airline.

8.5 The Passenger shall immediately notify Late Flight Claim Inc. of any information and new developments regarding the Claim. Late Flight Claim Inc. is not responsible for any prejudice resulting from the Passenger's negligence.

8.6 If the Passenger's contact information changes after signing the Contract, the Passenger shall immediately notify Late Flight Claim Inc. Late Flight Claim Inc. is not responsible for any loss of time or expiration of deadlines, or any other possible consequences resulting from the transmission of erroneous information or non-notification of changes made by the Passenger.

8.7 During the Judicial or Extrajudicial procedures, the Passenger is not authorized to assign the Claim to third parties, unless otherwise agreed to in writing by Late Flight Claim Inc.

8.8 Meanwhile, the Passenger is not authorized to terminate the Contract, unless otherwise agreed to explicitly and in writing by Late Flight Claim Inc.

8.9 If the Passenger violates section 40 and 41 of the Terms and Conditions, or accepts an offer from the Airline without written permission of Late Flight Claim Inc., the Passenger is liable for an amount of 25% of the Claim to Late Flight Claim Inc. This amount must be paid into the account of Late Flight Claim Inc. within 14 business days from the date of termination and / or disposal of the Claim.

8.10 Late Flight Claim Inc. does not bear any liability, other than in cases of gross or intentional fault. This waiver of liability includes all direct and indirect losses, immaterial losses, reductions in earnings and revenue and shortfall, for any reason whatsoever.

IX. Force Majeure

9.1 Late Flight Claim Inc. is not required to fulfill any obligations towards the Passenger if its efforts were hampered as a result of a force majeure or circumstances that are not

attributable to its fault within the meaning of the law, an act of justice or generally accepted concepts. Force majeure means in all cases: all external causes, foreseen or unforeseen on which Late Flight Claim Inc. could not or cannot exercise any influence, but due to which Late Flight Claim Inc. is not able to meet its obligations towards the Passenger. Late Flight Claim Inc. also has the right to invoke force majeure if circumstances prevent compliance (in the future) with the Contract, even if, under the latter, Late Flight Claim Inc. must respect any agreements with the Passenger.

9.2 Late Flight Claim Inc. may suspend its obligations towards the Passenger as long as force majeure persists.

X. Cancellation – Invalidity

10.1 Any provision of the present Terms and Conditions deemed invalid under applicable law will be deemed unwritten, but shall not invalidate the present Terms and Conditions.

XI. Applicable Law and Jurisdiction

11.1 Any dispute with Late Flight Claim Inc. regarding the performance of the Contract shall be submitted to the Quebec courts, Canada, Montreal District. Quebec law governs the present Contract.

The place of acceptance and conclusion of the Contract is Montreal.

I. Definitions

Terms and Conditions of Réclamation Vol En Retard inc. / Late Flight Claim Inc.

I. I. Definitions

1.1 The following definitions are used in these Terms and Conditions:

Réclamation Vol En Retard inc. or Late Flight Claim Inc. : Réclamation Vol En Retard inc. or Late Flight Claim Inc. is incorporated under the Canada Business Corporations Act, also active under the name Vol en Retard or Flight Claim, registered in the Corporate Registry under 9739530 Canada Inc., and has its head office in Montreal, Canada;

Terms and Conditions: The present Terms and Conditions of Late Flight Claim Inc.;

Claim: Passenger's claim against the Airline as a result of denied boarding, cancellation or delayed flights;

Airline: The Airline that insured the delayed or cancelled flight or had the intention of insuring it;

Contract: The Contract entered into between the Passenger and Late Flight Claim Inc., under which the Passenger grants a proxy to Late Flight Claim Inc. and / or mandates Late Flight Claim Inc. to collect the Claim;

Passenger: The client of Late Flight Claim Inc. who is also the passenger holding a Claim against the Airline;

Extrajudicial Proceedings: Writing and sending of demand letters at the convenience of Late Flight Claim Inc., and the recovery by any other means of the Claim, including the conducting of negotiations (for payment) with the Airline and the obtaining of a settlement with the Airline;

Settlement Proceedings: All the activities of Late Flight Claim Inc. for the Passenger performed by Late Flight Claim Inc. after (insofar as applicable) the introduction of the Claim with the Airline, sending a reminder to the Airline and sending a letter to the Airline before initiating Judicial Proceedings, including the drafting and sending, by Late Flight Claim Inc., at its convenience, of demand letters and other correspondence;

Judicial Proceedings: The judicial recovery of the Claim by and / or for Late Flight Claim Inc., in its name, or in the Passenger's name including (but not limited to) the introduction of judicial proceedings against the Airline, conducting negotiations (for the payment) with the Airline and obtaining a settlement with the Airline.

II. General

2.1 These Terms and Conditions apply to all contracts entered into between Late Flight Claim Inc. and the Passenger.

2.2 Late Flight Claim Inc. provides various services for the obtaining of legal compensation in cases of delay, cancellation, overbooking or denied boarding under the applicable law, including but not limited to, under Regulation (CE) 261/2004.

2.3 If Late Flight Claim Inc. decides to process the Claim, it shall make reasonable efforts to recover the Claim from the Airline.

2.4 Late Flight Claim Inc. shall treat the Passenger's personal information in complete confidentiality. The Passenger hereby grants to Late Flight Claim Inc. the unequivocal authorization, within the meaning of the Act respecting the protection of personal information in the private sector, to process personal data transmitted by the Passenger, and to use it as part of Late Flight Claim Inc.'s regular activities.

2.5 The Passenger authorizes Late Flight Claim Inc. to provide personal data to Late Flight Claim Inc.'s attorneys, whenever necessary. The Terms and Conditions also apply to Late Flight Claim Inc.'s attorneys and to their actions.

2.6 The Passenger shall be informed to the extent possible of the collectability of its Claim, through communications in the Claim Calculator and the information provided by the

associates of Late Flight Claim Inc. The opinions of Late Flight Claim Inc. have no legal effect. Late Flight Claim Inc. provides no guarantees as to the outcome of the recovery of the Claim.

2.7 Late Flight Claim Inc. may keep the Passenger informed of the progress of the recovery of the Claim by email. Late Flight Claim Inc. will not send email notification to the Passenger at every new development or new message. The messages posted on the Account of the Passenger shall be deemed to have been read by the Passenger. The Passenger hereby declares having read and accepted this rule. Late Flight Claim Inc. is not responsible for any consequences resulting from the fact that the Passenger does not (regularly) read the messages posted by Late Flight Claim Inc. to the Account of the Passenger and / or email sent to the Passenger.

2.8 Late Flight Claim Inc. is entitled not to process the Claim at all times without having to justify and / or interrupt the recovery of the Claim, when it deems appropriate, whether Extrajudicial Proceedings or Judicial Proceedings have been initiated or not. From that moment, Late Flight Claim Inc. is not required to make any efforts related to the Claim.

2.9 This agreement will be effective until the Passenger's Claim is explicitly closed by Late Flight Claim Inc., in writing, until the Passenger's claim leads to the payment of compensation, or until the Passenger terminates this Contract prematurely. In the latter case, Article 42 of this Contract shall apply.

III. Extrajudicial Proceedings

3.1 The passenger mandates and / or grants a proxy to Late Flight Claim Inc., for the purpose of recovering the Claim by way of Extrajudicial Proceedings, and for the purpose of the performance of any actions deemed useful by Late Flight Claim Inc. in order to cash the Claim.

IV. Settlement Proceedings

4.1 It is the sole discretion of Late Flight Claim Inc. to determine whether it is appropriate to seek a settlement in order to cash the Claim. Late Flight Claim Inc. decides whether to opt for the Settlement Proceedings on the basis of elements provided to Late Flight Claim Inc., as well as information made available to Late Flight Claim Inc. regarding the cause of any delay, cancellation or overbooking. Late Flight Claim Inc. may withdraw from the activities from the beginning of the Settlement Proceedings if it is no longer deemed appropriate, for any reason whatsoever.

V. Judicial Proceedings

5.1 It is the sole discretion of Late Flight Claim Inc. to determine whether to introduce Judicial Proceedings in order to cash the Claim. Late Flight Claim Inc. decides whether to opt for the institution of Judicial Proceeding on the basis of elements provided to Late Flight Claim Inc., as well as information made available to Late Flight Claim Inc. regarding the cause of delay, cancellation or overbooking. Late Flight Claim Inc. may withdraw from the beginning of activities of the Judicial Proceedings if it is no longer deemed appropriate, for any reason whatsoever. Prior to Late Flight Claim Inc. beginning the Judicial Proceedings (as party to the dispute or not), the Passenger will grant Late Flight Claim Inc. a separate mandate in this regard, in writing.

5.2 If Late Flight Claim Inc. decides to initiate Judicial Proceedings, the Passenger mandates Late Flight Claim Inc. (in the name, on behalf of, and at the risk of Claim Canada Inc.) to proceed at will, with the judicial recovery of the Claim through, including but not limited to, Judicial Proceedings, obtaining a settlement, or implementing any execution measures.

5.3 The Passenger may, at any time, cancel the institution of proceedings. In this case, all legal fees and expenses shall be billed to the Passenger. The same applies to the instructions provided to Late Flight Claim Inc.'s attorneys.

5.4 To introduce Judicial proceedings, multiple prescription periods may be applicable. To bring an action for a Claim against a Canadian Airline, in principle, a limitation period of three years from the time the flight should have taken place applies. In expressing its agreement with the applicability of these Terms and Conditions, the passenger declares being aware of these prescription periods. Late Flight Claim Inc. is not responsible for any prejudice that could result from possible prescription of the Claim in Canada or elsewhere in the world.

VI. Rates and Payment Extrajudicial Proceedings Rates

6.1 No fees will be charged in advance for the use of the Late Flight Claim Inc. services.

6.2 All amounts related to the Claim recovered from the Airline after the Contract is concluded shall be considered to have been recovered through the efforts of Late Flight Claim Inc., regardless of whether they have (also) been collected through the efforts of the Passenger. From any and all amounts reimbursed by the Airline, Late Flight Claim Inc. is entitled in all cases to 25% of the recovered amounts.

6.3 Payments made by the Airline directly to the Passenger must immediately, and at the latest within 14 days from receipt by the Passenger, be transferred to Late Flight Claim Inc. Otherwise, any costs incurred for the recovery of amounts due to Late Flight Claim Inc. by the Passenger will be charged to the Passenger.

6.4 If, after initiating Extrajudicial Proceedings, but before the institution of Judicial Proceedings, any compensation other than money, including but not limited to, vouchers or Air Miles, is offered by the Airline to cover (part of) the Claim, the Passenger may accept it after receiving a written permission from Late Flight Claim Inc. The Passenger cannot accept vouchers and / or Air Miles from the Airline for a value lower than that of the Claim, unless otherwise agreed to by Late Flight Claim Inc. If the value of the vouchers is lower than the value of the Claim, the Passenger shall be required to pay to Late Flight Claim Inc. 25% of the

value of the received vouchers. If the value of the vouchers offered by the Airline is higher than the value of the Claim, Late Flight Claim Inc. will not charge the Passenger more than 25% of the total recovered amount of the Claim.

6.5 If during Extrajudicial Proceedings, the Passenger accepts vouchers or Air Miles instead of monetary compensation, the Passenger shall be liable for 25% of the value of the Claim to Late Flight Claim Inc. If a voucher or Air Miles offered by the Airline has a lower value than the value of the Claim, the Passenger is not authorized to accept less than what was explicitly agreed to by Late Flight Claim Inc.

Judicial Proceedings Rates

6.9 Judicial Proceedings shall be handled by Late Flight Claim Inc. as it sees fit and based on the principle « No payment without result ». No fee will be charged in the event that no compensation is obtained from the Airline.

6.10 In the event of total or a partial recovery of compensation, Late Flight Claim Inc. charges to the Passenger 25% of the amount collected. In the event that the amount is directly transferred to the account of the Passenger, the latter must pay to Late Flight Claim Inc. 25% of the collected amount. If a deposit has been paid in advance, the 25% of the collected amount will be deducted from said deposit.

6.11 All funds, including statutory interest awarded by the courts that are not included in the total amount of compensation are to be paid to Late Flight Claim Inc., unless otherwise specified in writing.

6.12 If, after the institution of Judicial Proceedings, the Passenger accepts vouchers or Air Miles instead of financial compensation, it will be liable for an amount for 25% of the Claim to Late Flight Claim Inc. If the value of the voucher or Air Miles offered by the Airline is lower

than the value of the Claim, the Passenger is not authorized to accept them unless otherwise expressly agreed to by Late Flight Claim Inc.

VII. Payment

7.1 The funds recovered by Late Flight Claim Inc. are destined to the Passenger shall be paid to the Passenger by Late Flight Claim Inc. within 60 days at the latest of the reception of the funds and of the Passenger's banking information. Payments to the Passenger shall be made to the Passenger's bank account known to Late Flight Claim Inc.

7.2 Late Flight Claim Inc. is not responsible for any losses resulting from the transmission of erroneous banking information from the Passenger. If a foreign bank requires transaction fees for the transfer of compensation from Late Flight Claim Inc. to the Passenger's bank account, said fees will be borne by the Passenger.

7.3 All funds related to the Claim recovered from the Airline after the Contract is concluded shall be considered to have been recovered through the efforts of Late Flight Claim Inc., regardless of whether they were recovered through the efforts of the Passenger. For reimbursed sums, Late Flight Claim Inc. is entitled in all cases to obtain 25% of the recovered funds.

7.4 If the passenger fails to provide his banking information to Late Flight Claim Inc., the funds destined to the Passenger will be retained for up to one year from their collection by Late Flight Claim Inc. This year begins as soon as the Passenger is informed of the receipt of the funds to the Passenger's email address known to Late Flight Claim Inc. Late Flight Claim Inc. shall make at least three attempts to contact the Passenger by the email address known to it. After the expiration of this year and three attempts to contact the Passenger, the recovered funds shall belong to Late Flight Claim Inc.

7.5 If the Passenger does not pay the amounts owed to Late Flight Claim Inc., the latter shall bill to the Passenger the costs related to the obtaining those amounts.

VIII. Passenger's Obligations

8.1 The Passenger declares that the provided information is accurate, complete and truthful.

8.2 In expressing its agreement with the Terms and Conditions on Late Flight Claim Inc.'s website, the Passenger claims to have made Late Flight Claim Inc. aware of any correspondence with the Airline as well as all offers and discounts related to the Claim that have been made or offered by the Airline prior to the Contract.

8.3 At all times, the Passenger shall consider and implement the instructions provided by Late Flight Claim Inc. Late Flight Claim Inc. is not responsible for any loss of time and / or the expiration of any deadline incurred as a result of negligence in the matter.

8.4 After the conclusion of the Contract and throughout the Extrajudicial Proceedings and eventually the Judicial Proceedings, the Passenger shall refrain from communicating directly with the Airline, unless otherwise explicitly agreed to in writing by Late Flight Claim Inc. Late Flight Claim Inc. is not responsible for any possible losses arising from the Passenger's actions directed at the Airline.

8.5 The Passenger shall immediately notify Late Flight Claim Inc. of any information and new developments regarding the Claim. Late Flight Claim Inc. is not responsible for any prejudice resulting from the Passenger's negligence.

8.6 If the Passenger's contact information changes after signing the Contract, the Passenger shall immediately notify Late Flight Claim Inc. Late Flight Claim Inc. is not responsible for any loss of time or expiration of deadlines, or any other possible consequences resulting from the

transmission of erroneous information or non-notification of changes made by the Passenger.

8.7 During the Judicial or Extrajudicial procedures, the Passenger is not authorized to assign the Claim to third parties, unless otherwise agreed to in writing by Late Flight Claim Inc.

8.8 Meanwhile, the Passenger is not authorized to terminate the Contract, unless otherwise agreed to explicitly and in writing by Late Flight Claim Inc.

8.9 If the Passenger violates section 40 and 41 of the Terms and Conditions, or accepts an offer from the Airline without written permission of Late Flight Claim Inc., the Passenger is liable for an amount of 25% of the Claim to Late Flight Claim Inc. This amount must be paid into the account of Late Flight Claim Inc. within 14 business days from the date of termination and / or disposal of the Claim.

8.10 Late Flight Claim Inc. does not bear any liability, other than in cases of gross or intentional fault. This waiver of liability includes all direct and indirect losses, immaterial losses, reductions in earnings and revenue and shortfall, for any reason whatsoever.

IX. Force Majeure

9.1 Late Flight Claim Inc. is not required to fulfill any obligations towards the Passenger if its efforts were hampered as a result of a force majeure or circumstances that are not attributable to its fault within the meaning of the law, an act of justice or generally accepted concepts. Force majeure means in all cases: all external causes, foreseen or unforeseen on which Late Flight Claim Inc. could not or cannot exercise any influence, but due to which Late Flight Claim Inc. is not able to meet its obligations towards the Passenger. Late Flight Claim Inc. also has the right to invoke force majeure if circumstances prevent compliance (in the future) with the Contract, even if, under the latter, Late Flight Claim Inc. must respect any agreements with the Passenger.

9.2 Late Flight Claim Inc. may suspend its obligations towards the Passenger as long as force majeure persists.

X. Cancellation – Invalidity

10.1 Any provision of the present Terms and Conditions deemed invalid under applicable law will be deemed unwritten, but shall not invalidate the present Terms and Conditions.

XI. Applicable Law and Jurisdiction

11.1 Any dispute with Late Flight Claim Inc. regarding the performance of the Contract shall be submitted to the Quebec courts, Canada, Montreal District. Quebec law governs the present Contract.

The place of acceptance and conclusion of the Contract is Montreal.

READ AND ACCEPTED by

| | |
|--------------------|-----------|
| Nom, Prénom | Signature |
| %NomClient% | |