

Terms of Use "MyCondor"

Dated 03. January 2025

§ 1 SCOPE OF APPLICATION

- 1.1 These Terms of Use apply to the use of the MyCondor customer account by Users.
- 1.2 The provider and operator of MyCondor is Condor Flugdienst GmbH ("Condor"), An der Gehespitz 50, 63263 Neu-Isenburg, Germany.
- 1.3 These Terms of Use apply exclusively. Conflicting or deviating terms and conditions of the User are not recognized unless Condor has expressly agreed to their validity.

§ 2 REGISTRATION, CONCLUSION OF CONTRACT, STORAGE OF THE CONTRACT TEXT AND CONTRACT LANGUAGE

- 2.1 The use of the MyCondor customer account requires registration by the User and the creation of a customer account. MyCondor is provided to the User free of charge.
- 2.2 Registration requires the provision of a permanently used e-mail address. The provision of a so-called "disposable address", which is only temporarily valid, is expressly prohibited.
- 2.3 After the User has submitted the online registration form, Condor will send the User a confirmation e-mail with an activation code to the e-mail address provided. This e-mail constitutes an offer by Condor to the User to conclude a user agreement for the use of MyCondor on the basis of these Terms of Use. The acceptance of this offer and thus also the conclusion of the agreement is effected by entering the activation code from the e-mail sent into the field provided for this purpose and confirming. After this confirmation, the MyCondor customer account is active.
- 2.4 The User's consent to these Terms of Use is stored by Condor but is not accessible to the User. However, the User can view the data stored for their customer account in their customer profile on MyCondor. The User can also access, print, download or save the Terms of Use at any time via the link <u>MyCondor_Terms Of Use</u>, but only in the current version. Older versions will not be made available
- 2.5 Users must be at least 16 years old to use MyCondor.

§ 3 ACCESS AND USE OF MYCONDOR

- 3.1 The offers on MyCondor are aimed exclusively at Users who have concluded a user agreement. Persons who do not fulfil these requirements are not permitted to use My-Condor.
- 3.2 Proof of authorization to use MyCondor in accordance with section 3.1 is provided by entering an e-mail address and the individual password. The e-mail address and individual password must not be passed on to third parties. In the event that a User



becomes aware that third parties have gained knowledge of their access data, they shall be obliged to change their access data immediately. Condor reserves the right to take legal action in the event of disclosure and unauthorized use.

§ 4 TERMINATION OF THE USER AGREEMENT, DISCONTINUATION, RESTRICTION OR AMENDMENT OF THE OFFER AND DELETION OF THE USER ACCOUNT

- 4.1 The User may terminate the user agreement at any time without stating reasons by deleting their user account via the "Delete account" function in MyCondor or by cancelling the user agreement by notifying Condor in text form (e-mail or letter) without observance of a notice period.
- 4.2 Condor shall be entitled to discontinue, restrict or amend the free provision of MyCondor at any time. In addition, Condor is entitled to terminate the user agreement at any time by notifying the User in text form with a notice period of five working days and to block the User's access to MyCondor when the termination takes.
- 4.3 In the event of violations of these Terms of Use, in particular if minors under the age of 16 register pursuant to Section 2.5, Condor shall be entitled to block the user account without notice with immediate effect and to terminate the user agreement. Further claims by Condor remain unaffected.
- 4.4 Upon cancellation or termination, the User's user account and access to MyCondor will be deleted.

§ 5 FINAL PROVISIONS

- 5.1 Condor shall be authorized to amend these Terms of Use at any time and without stating reasons. The User will be informed of the amended terms and conditions when they log on to MyCondor again after the amendment has come into effect. If the User then accepts the new terms of use presented to them during the registration process, the amended terms will become part of the user agreement. Condor will specifically draw the User's attention to this legal consequence when announcing the new terms of use.
- 5.2 German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods, even if the customer's place of residence or registered office is abroad. This choice of law shall only apply to consumers insofar as this does not deprive them of the protection afforded to consumers by the mandatory provisions of the country in which the consumer has their habitual residence, i.e. provisions that cannot be waived by agreement.