

# HR e-Payment Account

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## *Terms and Conditions*

The HR e-Payment Account and the use of all HR Virtual UATP Cards issued in connection therewith are subject to the following Terms and Conditions:

### 1. Definitions

In these Terms and Conditions:

"Account Holder", "You" and "Your" means the person or organisation in whose name a HR e-Payment Account is held for the use of the HR Virtual UATP Card and includes the Applicant.

"Hahn Air", "We" and "Our" means Hahn Air Lines GmbH, the issuer of the HR Virtual UATP Card.

"Applicant" means the person or organisation who makes or on whose behalf is made an application for a HR e-Payment Account for use of a HR Virtual UATP Card.

"Business Day" means 8.30 am to 5 pm Monday to Friday in Hessen, Germany but excludes statutory and public holidays in Hessen;

"Services" means those travel and related Hahn Air services which an Account Holder may purchase on the utilization of a valid HR Virtual UATP Card as specified in clause 3.1 and amended from time to time by Hahn Air.

"Terms and Conditions" means these terms and conditions, between Hahn Air Lines GmbH and each HR e-Payment Account Holder, including all schedules.

"HR Virtual UATP Card" means a card number issued by Hahn Air to a HR e-Payment Account Holder for the use against a HR e-Payment Account.

"HR e-Payment Account" means an account against which charges may be debited by use of the HR Virtual UATP Card and which is required to be paid by the Account Holder pursuant to clauses 2.3 and 2.6 hereof.

"HR e -Payment Account Holder" means the person or organization to whom Hahn Air issues a HR Virtual UATP Card at the written request of the Applicant or the Account Holder.

"Value loading" means adding funds to the HR e-Payment Account.

### 2. HR e-Payment Account and HR Virtual UATP Card

2.1. The application must be completed entirely, including the physical address of the business/entity and the email address for the point of contact for the HR e-Payment Account. All HR e-Payment Accounts must be opened in the filer's Business or Entity name. Only one account number will be assigned to a single Business or Entity. No multiple accounts will be opened for the same entity.

2.2. The HR e-Payment Account will be opened at Hahn Air's Partner Bank "Wirecard". The opening of an Account is subject to an identity verification. "Wirecard" has a German banking licence, is under supervision of the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht [BaFin]), is a Member of the German deposit protection fund (Einlagensicherungsfond deutscher Banken) and a Principal member of Visa and MasterCard as well as a

full member of JCB International. It has the highest security standard in data transmission and operates in more than 69 countries.

- 2.3. The HR Virtual UATP Card is a prepaid card. It allows you to access funds loaded or deposited to your HR e-Payment Account by you or on your behalf. Your HR e-Payment Account does not constitute a checking or savings account and is not connected in any way to any other account you may have. The HR Virtual UATP Card is not a gift card, nor is it intended to be used for gifting purposes. The HR Virtual UATP Card is not a credit card. You will not receive any interest on the funds in your HR e-Payment Account. The funds in your HR e-Payment Account will be insured by the German deposit protection fund, provided we can confirm your identity. Your funds will never expire, regardless of the expiration date of your HR Virtual UATP Card.
- 2.4. You are responsible for all authorized transactions initiated and fees incurred by use of your HR Virtual UATP Card. If you permit another person to have access to your HR Virtual UATP Card, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each HR Virtual UATP Card according to the terms and conditions of this Agreement.
- 2.5. You must activate your HR Virtual UATP Card before it can be used. You may activate your HR Virtual UATP Card by transferring money to your account.
- 2.6. You may add funds to your HR e-Payment Account, called "value loading", at any time. There is no minimum amount of the initial value load or of each value reload. There are no limits on the amount you may value load on your HR Virtual UATP Card nor on the number of times you may value load your HR e-Payment Account. You may add value or load your HR Virtual UATP Card via transfer from a checking or savings account. Funds loaded by direct deposit or transfer from a checking or savings account are available the same business day they are credited to your account. All value loads are subject to verification, which could delay the availability of your funds. You may find assistance by calling +49 6103 7331 200. Personal checks, cashier checks, and money orders sent to the Issuer are not an acceptable form of value loading. All checks and money orders sent to the Issuer for HR Virtual UATP Card value loading will be returned.
- 2.7. Purchase of Services of the type specified in clause 3.1 below may be debited to the HR e-Payment Account of the Account Holder provided the amount of the purchase is covered by the amount on your HR e-Payment Account.
- 2.8. All statements will be recorded and accessible in your HR e-Payment Account.

### 3. Services

- 3.1. HR Virtual UATP Cards can be used for the following Services:
  - Access to all ticket data produced by your office run through your assigned HR Virtual UATP Card (controlling, administration, statistics); and
  - The payment of all services offered by Hahn Air, including Travel on Hahn Air and Hahn Air's Partner Airlines if issued on a Hahn Air HR-169 ticket or booked via the Hahn Air Internet booking engine.
- 3.2. In addition to these Terms and Conditions, Hahn Air's tariffs, Conditions of Carriage and the terms and conditions applicable to the tariffs purchased will apply to all travel on flights operated by Hahn Air (see <http://hahnair.com/airlines/HR.html>). Please note that the Conditions of Carriage for Hahn Air's Partner Airlines may differ.
- 3.3. Each HR Virtual UATP Card is valid for use after activation and during an initial period of three (3) years which will automatically extend for a consecutive period of three (3) years if not terminated three (3) months prior to expiration and if at the last day of the respective three (3) year period the HR e-Payment Account is loaded with funds.
- 3.4. In case there are no funds loaded and the HR Virtual UATP card has expired and the Account Holder decides to make use of the HR Virtual UATP Card again he may notify HR and HR at [uatp@hahnair.com](mailto:uatp@hahnair.com) and he will be assigned a new HR Virtual UATP Card with a new card number. The new card will also be

valid for use after activation and during a period of three (3) years and will be automatically extended according to the foregoing Article 3.3. The HR Virtual UATP Card remains under the authority of Hahn Air at all times. The Account Holder hereby accepts liability for and indemnifies Hahn Air for all charges made due to the use of the HR Virtual UATP Card issued at the Account Holder's request.

- 3.5. In the event that a HR Virtual UATP Card is lost or stolen the Account Holder must notify Hahn Air immediately by calling +49 6103 7331 200. After giving notice by phone, Account Holders must confirm the notification in writing within 7 days. Upon receipt of such notice, Hahn Air will block the HR Virtual UATP Card and will take steps to prevent the subsequent honoring thereof. Hahn Air will also issue a new HR Virtual UATP Card for the Account Holder. Notwithstanding the foregoing, the Account Holder will be liable for all charges made against the HR e-Payment Account and any losses arising from unauthorized use of the HR e-Payment Account prior to Hahn Air receiving notification except to the extent that such losses are caused by any fraudulent or negligent conduct of Hahn Air.
- 3.6. Notwithstanding any other provision of these Terms and Conditions, the Account Holder shall remain liable at all times for the performance or non-performance of its employees, agents, servants, contractors or other third parties that it may use from time to time to manage any aspect of the HR e-Payment Account and provide related services including, without limitation, booking Services and/or making payment of any statement of charges on the Account Holder's behalf.
- 3.7. The Account Holder agrees to ensure that each user of the HR e-Payment Account is made aware of and complies with the Terms and Conditions relating to the use of HR Virtual UATP Card contained herein.
- 3.8. The Account Holder shall take all reasonable precautions to keep all HR Virtual UATP Card information safe and secure and to prevent misuse of the HR e-Payment Account. Hahn Air and other parties accepting HR Virtual UATP Cards shall not be responsible to enquire as to whether the holder of a HR Virtual UATP Card has authority to use the HR Virtual UATP Card, except where the Account Holder has advised Hahn Air in writing of the loss of the HR Virtual UATP Card.
- 3.9. Where a refund of charges incurred against a HR Virtual UATP Card is permitted under the applicable tariffs, conditions of carriage or other terms and conditions applicable to the Services purchased, the refund will only be made to the HR e-Payment Account upon surrender of any tickets or other documents issued for the relevant Services and will be subject to such charges for changes or cancellation applicable to the Services purchased.

## 4. Termination

- 4.1. In the event that:
  - (i) the Account Holder or its employees, agents, servants or contractors breaches these Terms and Conditions; in particular in the case of a utilization different from those defined in Clause 3.1; or
  - (ii) the Account Holder supplies any incorrect or misleading information to Hahn Air in connection with its Hahn Air UATP e-payment account application; or
  - (iii) becomes the subject of bankruptcy proceedings, is placed in receivership or judicial administration, goes into liquidation or becomes subject to a similar legal process, ceases to carry onHahn Air may, in addition to any other remedies available to it, suspend or terminate the Hahn Air HR e-Payment Account, and the validity of HR Virtual UATP Cards issued in connection therewith, at any time and without notice.
- 4.2. Notwithstanding clause 4.1, Hahn Air may terminate the HR e-Payment Account and the validity of the HR Virtual UATP Card issued in connection therewith at any time, without prior notice and without giving a reason for doing so in the event of suspicion of abuse and fraudulent use.
- 4.3. Upon termination of their validity (other than by expiry) all HR Virtual UATP Cards shall be returned immediately by the Account Holder to Hahn Air and the Account Holder will be liable for all charges

debited to the HR e-Payment Account up to the date of termination in accordance with these Terms and Conditions.

- 4.4. You may terminate your HR e-Payment Account any time by giving written notice to Hahn Air. Your termination will not affect any of our rights or your obligations arising under these Terms and Conditions prior to termination.
- 4.5. Should your HR e-Payment Account be closed for any reason, including a termination according to this Article 4 we will reimburse you the loaded unused funds. In case of a value load of your HR e-Payment account via credit card we will credit your credit card with the unused loaded funds. In case your HR e-Payment Account was loaded by SWIFT transfer we will credit the loaded unused funds from your HR e-Payment Account to the Bank Account which was used by you for the value loading of your HR e-Payment Account.

## 5. Miscellaneous

- 5.1. Hahn Air may in its sole discretion alter, amend or vary any or all of the Terms and Conditions herein upon giving thirty (30) days notice to the Account Holder of such alteration, amendment or variation. In such case Hahn Air will explicitly inform the Account holder about the effect of the alteration, amendment or variation. Within a time frame of fourteen (14) days after receipt of the notice of such alteration, amendment or variation of these Terms and Conditions the Account Holder may object to any alteration, amendment or variation by sending a notice of disapproval to any such alteration, amendment or variation. If the Account Holder does not object to any alteration, amendment or variation such alteration, amendment or variation is deemed to be expressly accepted.
- 5.2. Notice of any alterations, amendments or variations may be given by such method as Hahn Air chooses including by newsletter sent to the Account Holder, or by publishing the changed Terms and Conditions on our website <https://www.hahnair.com/en/agents/benefits/hr-e-payment> ("Website"). Without limiting the foregoing, by providing us with an electronic mailing address, you authorize us to send notice of any alterations, amendments, or variations to you using that electronic mailing address. Any utilization of the HR e-Payment Account or the HR Virtual UATP Card following the expiry of such a notice will constitute acceptance of the alterations, amendments or variations of the Terms and Conditions specified therein.
  - 5.2.1. We may disclose information to third parties about your Card account or the transactions you make:
    - (i) Where it is necessary for completing transactions;
    - (ii) In order to verify the existence and condition of your HR e-Payment Account for a third party
    - (iii) In order to comply with government agency or court orders, or legal requirements;
    - (iv) If you give us your written permission; or;
    - (v) To our employees, auditors, affiliates, service providers, or attorneys as needed.
- 5.3. Upon notice to the Account Holder, Hahn Air may assign this agreement, or any of its rights or obligations, to a third party without the Account Holder's prior approval. The Account Holder may not assign this Agreement without the prior written approval of Hahn Air.
- 5.4. If part or all of any clause in these Terms and Conditions is illegal, invalid or unenforceable, then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.
- 5.5. No failure, delay, relaxation or forbearance on the part of Hahn Air in exercising any power or right under these Terms and Conditions will operate as a waiver of such power or right nor will any single or partial exercise of any such power or right nor any single failure to do so, preclude any other or future exercise thereof, or the exercise of any other power or right under these Terms and Conditions.

- 5.6. These Terms and Conditions shall be governed by and construed in accordance with the laws of Germany. The parties submit to the exclusive jurisdiction of the German courts in respect of all matters relating to this agreement.
- 5.7. The paragraph headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation hereof.