

General Terms and Conditions B2B (01/2026)

FlyMe GmbH, Alte Grasseler Straße 2, 38108 Braunschweig, Germany



1 Scope

- (1) These General Terms and Conditions (GTC) apply to all brokerage services provided by FlyMe GmbH (hereinafter 'FlyMe') to entrepreneurs as defined by Section 14 BGB as well as to consumers as defined by Section 13 BGB.
- (2) FlyMe arranges transportation services through AOC-certified partner airlines (hereinafter 'Airline'). The relationship between FlyMe and the Customer is a brokerage relationship; the actual transportation contract is concluded exclusively between the Customer and the Airline.
- (3) Deviating, conflicting or supplementary GTC of the Customer shall only become part of the contract if FlyMe expressly and in writing agrees to their applicability.
- (4) For entrepreneurs (B2B), these GTC shall also apply to all future transactions without the need for a renewed reference.
- (5) German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for merchants is Braunschweig.

2 Service Description & Brokerage Role

- (1) FlyMe provides the following services:
 - o Identification of suitable partner airlines for the Customer's respective transportation needs
 - o Obtaining offers, price comparison and presentation of options
 - o Coordination of the booking, delivery of the airline's booking confirmation
 - o Advice, travel planning and communication between Customer and Airline
 - o Coordination of ground transfers and supplementary mobility services at the Customer's request
- (2) FlyMe is expressly NOT a contracting party to the transportation contract. FlyMe owes the Customer neither the execution of the flight nor the arrival at the travel destination. All obligations under the transportation contract (punctuality, safety, baggage transport) lie exclusively with the Airline.
- (3) FlyMe acts in the booking brokerage in the name of the Airline as an authorised commercial agent. The Airline is named in the booking confirmation.
- (4) Advisory services provided by FlyMe are provided to the best of knowledge and belief, but do not constitute any guarantee for the availability, pricing or execution of flights by the Airline.

3 Contract Conclusion & Booking Process

- (1) An inquiry by the Customer (by telephone, email or via the contact form) constitutes a non-binding brokerage request.
- (2) FlyMe submits an offer to the Customer based on the inquiry, containing one or more options from partner airlines. FlyMe's offer is non-binding and does not constitute a binding declaration of intent.
- (3) The contract is concluded in two stages:

Brokerage order: Upon the Customer's written order confirmation (email, WhatsApp with link to the document suffices) to FlyMe, the brokerage order is concluded.

Transportation contract: Upon the Airline's written booking confirmation to FlyMe (forwarded to the Customer), the transportation contract between the Customer and the Airline is concluded.
- (4) FlyMe transmits the Airline's booking confirmation to the Customer without delay. The Airline's booking confirmation is authoritative for all conditions of carriage.
- (5) The following applies: No flight without written confirmation. Verbal commitments by FlyMe employees do not constitute a binding booking.

4 Liability – FlyMe as Broker

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FlyMe is only liable for the proper provision of the brokerage service, not for the execution of the transportation.

(1) FlyMe has unlimited liability for:

- o Intent and gross negligence
- o Damages from injury to life, body or health
- o Fraudulently concealed defects
- o Claims under the Product Liability Act

(2) For slight negligence, FlyMe is only liable in the event of a breach of material contractual obligations (cardinal obligations). In such cases, liability is limited to the typical, foreseeable damage, but no more than three times the brokerage commission paid to FlyMe for the relevant order.

(3) FlyMe is NOT liable for:

- o Delays, cancellations or other service disruptions by the Airline
- o Damages arising from the transportation itself (baggage loss, bodily injury during the flight)
- o Insolvency or inability to perform of a partner airline
- o Force majeure, airspace closures, weather conditions, official orders
- o Incorrect information provided by the Customer in the inquiry (e.g. number of passengers, baggage, travel dates)
- o Consequential damages such as lost profit, contractual penalties of third parties or recourse claims

(4) The Customer's claims against the Airline under the transportation contract (in particular under the EU Air Passenger Rights Regulation EC No. 261/2004, the Montreal Convention and the Air Traffic Act) shall remain unaffected by these GTC. FlyMe will assist the Customer upon request in asserting such claims.

(5) The limitations of liability shall also apply in favour of FlyMe's employees, representatives and vicarious agents.

5 Airline Liability – Transportation Contract

(1) The respective partner airline as the Customer's transportation contracting partner is exclusively responsible for the execution of the flight and all associated obligations.

(2) The conditions of carriage of the respective Airline (provided with the booking confirmation) apply, as well as:

- o Montreal Convention (MC) for international flights – liability for personal injury, baggage loss and delay
- o EU Regulation (EC) No. 261/2004 – compensation payments for cancellation, long delay, denied boarding
- o Air Traffic Act (LuftVG) Sections 33 ff. for domestic German flights

(3) FlyMe provides the complete conditions of carriage of the Airline with each booking confirmation to the Customer. The Customer confirms acknowledgement thereof with the order placement.

6 Customer Duties & Obligations

(1) The Customer is obliged to provide FlyMe with all information required for the booking completely and truthfully, in particular:

- o Correct names of all passengers (as in the identity document)
- o Nationality, date of birth, ID / passport numbers (if required)
- o Exact travel date, time, departure and destination
- o Baggage and special transport goods (incl. dangerous goods, medical equipment)
- o Health restrictions of passengers affecting the ability to be transported

(2) Incorrect information provided by the Customer may lead to refusal of transportation by the Airline. Any resulting costs (rebooking, cancellation, new booking) shall be borne by the Customer.

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(3) The Customer is responsible for obtaining valid travel documents (passport, visa, health certificates). FlyMe provides information on entry requirements upon request but does not guarantee their completeness and currency.

7 Remuneration & Payment Terms

(1) The remuneration comprises the Airline's flight price (incl. taxes and fees) and FlyMe's brokerage commission. The commission is included in the stated total price and is not invoiced separately unless otherwise agreed.

(2) FlyMe issues an invoice for the total amount. The total amount comprises:

- o Airline flight price (incl. airport fees, taxes)
- o FlyMe brokerage commission (typically 8–15% of the flight price, depending on the segment)
- o Additional services (ground transfer, catering, special equipment) if ordered

(3) Payment terms:

Payment Type	Due Date & Condition
Advance payment (Standard)	100% of the total amount before booking confirmation – no flight without full payment receipt
Deposit B2B regular customers	50% upon order placement, 50% no later than 7 business days before flight date
Framework agreement customers	Monthly billing after service delivery, payment term 7 days net
Medical / Emergency	Alternative payment arrangement possible – written agreement required

(4) In the event of late payment: FlyMe is entitled to cancel the booking after unsuccessful reminder. Any cancellation costs of the Airline shall be borne by the Customer. In addition, default interest pursuant to Section 288 BGB (for entrepreneurs: 9 percentage points above the base rate) shall be charged.

(5) Objections to the invoice must be raised in writing within 7 days of receipt of the invoice. After expiry of this period, the invoice shall be deemed accepted.

(6) FlyMe is entitled, in the event of justified doubts about the Customer's ability to pay, to make the booking dependent on full advance payment or to withhold already placed orders against provision of security.

8 Assignment of Claims & Debt Collection

(1) FlyMe is entitled to assign claims against the Customer to third parties, in particular in the context of receivables management or when engaging a debt collection agency.

(2) When a debt collection agency is engaged, the Customer shall be charged the legally permissible debt collection costs pursuant to the RVG and the Act to Improve Law Enforcement on the Internet (NetzDG Reform).

(3) FlyMe reserves the right, in the event of repeated late payments, to terminate the business relationship after written warning and to declare all outstanding claims immediately due.

(4) A right of retention by the Customer is excluded unless it is based on the same contractual relationship and has been legally established or is undisputed.

9 Cancellation, Rebooking & Withdrawal

(1) Cancellations and rebookings must be declared in writing (email to info@flyme-mobility.de). The date of receipt at FlyMe is decisive.

(2) The cancellation conditions of the respective Airline, as stated in the booking confirmation, apply. In addition, FlyMe charges a processing fee for administrative expenses:

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Time of Cancellation	FlyMe Processing Fee
More than 30 days before flight	€ 150 (plus airline cancellation costs)
15–30 days before flight	€ 250 (plus airline cancellation costs)
7–14 days before flight	€ 350 (plus airline cancellation costs)
Less than 7 days before flight	€ 500 (plus airline cancellation costs)
On the day of the flight	No refund + full flight costs + € 500

10 Data Protection (GDPR)

- (1) FlyMe processes personal data of Customers and passengers exclusively for the performance of the contract (Art. 6 (1) (b) GDPR) and for compliance with legal obligations (Art. 6 (1) (c) GDPR).
- (2) Passenger data (name, date of birth, passport number) will be transmitted to the Airline and, if applicable, to authorities (aviation security authorities, customs, immigration authorities) for the purpose of carrying out the booking. Legal basis: Art. 6 (1) (b) and (c) GDPR and applicable EU regulations (e.g. PNR Directive 2016/681/EU).
- (3) The complete privacy policy is available on flyme-mobility.de in the download section and forms part of these GTC.
- (4) Customers and passengers have the right to information, rectification, erasure and data portability pursuant to Art. 15–20 GDPR as well as a right to lodge a complaint with the competent supervisory authority (State Commissioner for Data Protection of Lower Saxony).

11 Confidentiality

- (1) Both parties undertake to treat all confidential information obtained in the course of the cooperation (in particular pricing conditions, customer data, airline conditions) as confidential and not to disclose it to third parties.
- (2) The confidentiality obligation shall continue to apply after termination of the contractual relationship as long as the information is not publicly known.

12 Severability Clause. Amendment Reservation

- (1) Should individual provisions of these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the statutory regulation.
- (2) FlyMe reserves the right to amend these GTC with reasonable notice (at least 30 days). Amendments will be communicated by email and shall be deemed approved if the Customer does not object within 14 days. FlyMe will expressly draw attention to this right to object in the amendment notification.
- (3) These GTC apply in the version current at the time of order placement, available at flyme-mobility.de in the download section.

13 Applicable Law and Place of Jurisdiction

- (1) German law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) In the event of disputes arising from or in connection with these GTC, if the Customer is a merchant, legal entity under public law or a special fund under public law, Braunschweig shall be the exclusive place of jurisdiction.
- (3) For consumers, the place of jurisdiction is the consumer's place of residence or the registered office of FlyMe (Braunschweig).

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(4) The EU Commission provides an Online Dispute Resolution platform (OS platform): <https://ec.europa.eu/consumers/odr>. FlyMe is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.

14 Severability Clause

Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision, a provision shall be deemed agreed which comes closest to the economic purpose of the invalid provision.