

01. GENERAL

1.1 The product HAJway (hereinafter referred to as „HAJway“) is intended to provide passengers with plannable access to the security checkpoint by registering in advance via a digital application for a specific time slot for access to the security checkpoint.

1.2 Contracts for the booking of a time slot for access to the security checkpoint at Hannover-Langenhagen Airport via the HAJway service are concluded between Flughafen Hannover-Langenhagen GmbH and the airport operator.

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and the booking customer (hereinafter „user“). These Terms of Use apply to the business relationship between FHG and the user concerning the booking of a time slot for access to security control.

02. SUBJECT MATTER OF THE CONTRACT AND SCOPE OF SERVICES

2.1 With the HAJway product, FHG offers users and, if required, fellow travellers the possibility of accessing the security checkpoint at Hanover-Langenhagen Airport at a time period selected by the respective user. Access is possible in the time window from ten minutes before to ten minutes after the selected period („time window“). The booking of the time slot is subject to the condition that sufficient capacity is available for access to the aviation security checkpoint; the assessment of this is made exclusively by FHG. The user has no right to a time slot.

2.2 The HAJway product is free of charge.

2.3 The user may only use HAJway in his own name and, if applicable, for the previously named fellow travellers and for lawful purposes. The user may not use HAJway for purposes other than those expressly permitted herein. The user may use HAJway only to the extent permitted by these Terms of Use and applicable laws, rules and regulations.

2.4 HAJway may only be booked directly by the user for himself and any fellow travellers; resale is not permitted.

03. BOOKING PROCESS/CONCLUSION OF THE CONTRACT

3.1 The booking of the time slot requested by the user is made on behalf of FHG via the websites and other related technologies of Whyline, Inc („Whyline“). The booking is subject to the Terms Of Use of the CLEAR service („CLEAR“) operated by Whyline, which the user can access at the link <https://whyline.com/files/reservation-lane-terms-haj-de.pdf> and which describe the booking process.

The services outside the booking process, in particular the regulation of HAJway access to the security check itself, are provided by FHG.

3.2 During the booking process, the user must confirm that he/she accepts these HAJway terms of use by ticking the appropriate box. Before completing the booking process, you can change the data you have entered or cancel the booking process at any time.

The information provided by the passenger for the use of HAJway must be accurate in all respects. The information provided must not infringe any intellectual property rights of third parties.

By selecting the field „CREATE A DATE“ you complete the booking process for HAJway and at the same time make a binding offer to FHG to use the services of the HAJway product after the booking process. With the confirmation of receipt of your booking on the websites and other related technologies of CLEAR and Whyline and by e-mail to the e-mail address provided by you, a contract is concluded between the user and FHG. The contract may be concluded in German or English.

3.3 These Terms of Use can be printed out or saved by the user before the contract is concluded. You can access them permanently either (i) by printing out or saving the Terms of Use using your browser functions or (ii) by waiting for the automatic booking confirmation, which will also be sent to you by e-mail to the e-mail address you have provided. A separate query is not possible.

3.4 In exceptional circumstances where access cannot be guaranteed, FHG reserves the right to cancel the contract by e-mail no later than two (2) hours before the booked time. Claims of the user are excluded in this case.

In order to carry out the booking and provide the service, FHG processes the personal data provided by the user as part of the booking process in accordance with Art. 6 Para. 1 lit. b) DSGVO.

Further information on this data processing can be found in the data protection declaration at <https://www.hannover-airport.de/en/sonderseiten/data-protection-statement>.

04. ACCESS TO THE SECURITY CHECKPOINT

4.1 The user is entitled to go to an access point to the security checkpoint marked HAJway during the booked time slot. There he/she will be admitted to the security checkpoint upon presentation of a valid QR code and the boarding pass. The QR code can be presented on an electronic device directly from the e-mail, the online portal or printed out on paper at the HAJway access point. Access is only possible in the time window from ten minutes before to ten minutes after the reserved time (e.g. booked time: 10:00 a.m., access from 9:50 a.m. to 10:10 a.m.). The possibility of using the general boarding pass and security control remains unaffected by this service.

4.2 The user is responsible for fulfilling the requirements for passing through the boarding pass control and the security control, in particular for being in possession of a valid boarding pass and valid identification documents.

4.3 The above provisions also apply to any additional passengers. The user has the option to book the same time slot for the same flight for up to 4 additional passengers (5 persons in total) via CLEAR. Only one QR code is generated. This is valid for all passengers and can only be used once. The use of the service is therefore only possible for the travellers of a booking who are together at one HAJway access point.

05. LIABILITY

5.1 FHG's liability for damages is limited to intent and gross negligence. FHG's liability for damages resulting from injury to life, body or health shall remain unaffected. Insofar as FHG's liability is excluded or limited, this shall also apply to the personal liability of its employees, representatives and vicarious agents.

5.2 FHG is not liable for damages resulting from force majeure or other causes beyond its control, such as official interventions, security-related measures at the airport, incorrect information from airlines regarding departure times or departure gate information, or delays in check-in.

5.3 The HAJway product expressly does not include any guarantee for passing the aviation security check at a certain time, a certain waiting time before the security check, a faster or timely passing of the aviation security check in order to reach a certain flight. FHG's liability in this respect is expressly excluded.

06. FINAL PROVISIONS

6.1 These Terms of Use and all legal relationships between FHG and the user shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of all international and supranational (contractual) legal systems, in particular the UN Convention on Contracts for the International Sale of Goods.

6.2 Should any of these provisions be invalid, this shall not affect the validity of the remaining provisions.

6.3 The EU Commission has set up an internet platform for the online settlement of disputes between entrepreneurs and consumers („ODR plat-form“). The platform can be reached at <https://ec.europa.eu/consumers/odr>. FHG is not obliged to participate in a procedure for alternative dispute resolution of a consumer arbitration board and currently does not do so. These terms of use are written in German and English. In the event of any discrepancies, the German version alone shall prevail.

Flughafen Hannover-Langenhagen GmbH

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