

REGULATIONS OF ALTERNATIVE DISPUTE RESOLUTION (ADR) BY “FRIENDLY FLYING” AIR PASSENGER WATCHDOG

General Provisions

§1

1. The ADR Regulations describe the rules of conduct by the “Friendly Flying” Air Passenger Watchdog, entered into the Association Register of the National Court Register (KRS), maintained by the Warsaw District Court, KRS No. 0000459742, NIP Tax Identification Number: 118-20-91-752, REGON Number: 146648073, hereinafter referred to as “Association”, in order to achieve out-of-court dispute resolution, domestic and international, regarding contractual obligations, especially those resulting from transport contracts, between airline companies providing airline transport services based within the European Union, hereinafter referred to as “Airline”, and a Consumer, where the total value of the dispute is not greater than PLN 6000.00 (six thousand Zloty).
2. The value of the dispute subject is equal to the value of the main claim submitted by the Consumer.
3. For the purposes of these Regulations, a Consumer is understood as a natural person, based in the European Union, who enters into agreement with an Airline for purposes other than its trade, economic, craft, and/or freelance activities.

§2

1. The Association resolves disputes by means of mediation, i.e. through offering a solution to Parties of the dispute.
2. The dispute is resolved by one person, hereinafter referred to as the Mediator, designated based on stipulations included in §2 item 4 below. The Mediator follows the rules valid in the territory of Poland, in case of the international cases he follows the rules of European Union. The Mediator makes the assessment based on the documentation and experience.
3. The Mediator is a person who enjoys full public rights and has the skills, experience, and competency to fill the role; specifically, a Mediator has a general legal knowledge, the knowledge of airline passenger rights, as well as knowledge and experience in solving customer complaints or disputes between customers and airlines.
4. The Mediator is appointed through a decision of the Board of the Association by way of resolution at the request of the Chairperson of the Board. The Mediator cannot be appointed from amongst the members of the Board of the Association or the Council Administration. The Mediator

is designated for a period of two years. The progress of dispute resolution by the Mediator is controlled by the Chairperson of the Board of the Association.

5. The Mediator's term expires:
 - a) After expiration of the term the Mediator has been nominated for;
 - b) In the case of death of the Mediator;
 - c) In the case of the Mediator's resignation;
 - d) In the case of the Mediator's dismissal.
6. The Mediator's dismissal is possible only if and when:
 - a) The Mediator has been convicted by final judgment for a committed crime;
 - b) The Mediator is unable to perform their duties.

§3

1. Should the Mediator find themselves in circumstances, which can affect their independence, neutrality, and/or cause a conflict of interest with one of the Parties of dispute, the Mediator is obliged to reveal such circumstances at any and every stage of the proceedings. Especially if the Mediator has worked for the Airline engaged in the conflict for more than three years preceding his term.
2. Should the circumstances described in item 1 above arise, the Association shall nominate another Mediator, who will conduct further proceedings. If the Association is unable to nominate a different Mediator, it shall propose to the Parties remitting the dispute to another ADR entity.
3. Should there be no possibility of nominating another Mediator or remitting the dispute to a different ADR entity, the Mediator may conduct the proceedings despite the circumstances described in item 1 above, if these circumstances are revealed to the Parties of the dispute and the Parties do not object. The Mediator is obliged to inform the Parties of their right to object.

ADR Proceedings Commencement

§4

1. The proceedings commence at the request of the Consumer, by means of an online submission form on the Association's website or in writing, by sending the submission form in physical form, filled out by hand, to the Association's address.
2. Regardless of the method of submitting the form described in item 1 above, the entirety of the proceedings is conducted online, via e-mail, in Polish and English.
3. While submitting the form, the Consumer is obliged to read the Regulations included herein and accept its stipulations.

4. The form must include:
 - a) Full name of the Consumer, their address (and correspondence address if necessary), e-mail address and (optionally) phone number;
 - b) Information on the Airline the Consumer is in dispute with;
 - c) The request of the Consumer with substantiation, along with any possible documents related to the request.
5. Under pain of rejection, the request must include a document confirming the conclusion of the complaint process or the Consumer's statement on not receiving an answer to their submission from the Airline after a period of 21 days.
6. The Mediator may call upon the Consumer to supplement the request, indicating at or correcting required data, and/or present additional documentation.

Consideration of Request

§5

1. The Mediator decides on either commencement of proceedings or rejecting the request within seven, with the exception of circumstances described in §4 item 6.
2. The Mediator shall reject the request if and when:
 - a) Based on collected data and possible documentation, the Mediator determines that there are no grounds to fulfill the Consumer's request. In such case, the Mediator is obliged to state the reasons for such decision and inform the consumer of the possibility of taking further legal action against the Airline or using the services of a different ADR entity;
 - b) The Consumer did not fulfill their obligations described in §4 item 5;
 - c) The request contents is unclear and despite prior requests has not been corrected or supplemented;
 - d) The value of the subject of dispute is greater than the value established in §1 item 1;
 - e) The consideration of the case would require evidentiary proceedings with witnesses and experts, which – in the opinion of the Mediator - would require dispute resolution in the course of court proceedings.

§6

1. Should the Mediator decide to approve the request to conduct the proceedings, the Mediator shall send a copy of the consumer's request to the Airline, along with possible attachments, calling upon the Airline to respond to the request and present possible argumentation, evidence, documents, and facts within a period of twenty-one days.
2. At the same time, the Mediator shall inform the Consumer and the Airline of the right to refuse to participate in or withdraw from the proceedings at

any stage, as well as the possibility of resolving the dispute via court or out-of-court proceedings, especially via different ADR proceedings.

3. Should the Airline respond to the request positively and accept it in its entirety, the Mediator informs the Consumer of the fact via durable medium and subsequently terminates the proceedings.
4. Should the request be rejected, only accepted in part or remain unanswered within the time period described in item 1 above, the Mediator prepares a proposition of dispute resolution. The Consumer and the Airline have 14 days to accept the proposal.
5. The dispute resolution proposition along with the substantiation is presented to the Consumer and the Airline via e-mail.
6. In case of lack of the agreement between the Parties during the ADR proceedings the procedure is annulated and the Mediator informs both Parties via e-mail. At the same time the Mediator informs the Consumer about the possibility of solving the dispute in the court.
7. ADR conducted by the Mediator should last no longer than 90 days from the moment of receiving the application from the Consumer, with the possibility of prolonging the time of the proceeding in case of very complicated cases up to 120 days, according to the stipulations of the regulations.

§7

1. The Consumer has the right to withdraw their request and cancel the ADR proceedings at any stage of the proceedings.
2. The Airline may refuse the participation in ADR proceedings and withdraw from the proceedings at any stage.
3. In situations described in items 1 and 2, the proceedings are terminated. The Parties are informed of the fact via e-mail.
4. The Parties are not obliged to seek assistance of an attorney or a legal advisor. However, they may seek independent council or be represented or supported by a third Party at any stage of the proceedings.

§8

1. The Consumer agrees to processing of their personal data included in the request, as well as other correspondence with the Association, by the Data Administrator (the Association), according to the Provisions on the Protection of Personal Data Bill.
2. All of the collected data shall be used only in the scope necessary for consideration of the request, conducting the proceedings, and dispute resolution. Information on particular cases in anonymous form can be stored and used for statistical purposes.
3. The Consumer may access their personal data at all times and correct or remove the data should it be incomplete, out-of-date, incorrect, gathered

in violation of the Law or unnecessary to realize the goal, for which it has been gathered.

4. The personal data shall be turned over to a third Party by the Association only if and when:
 - a) The Consumer agrees to it;
 - b) It directly serves the purposes, for which the data has been initially received;
 - c) It is required by the rules of Law, or the Association has been obliged to turn over such information by a Court, Law Enforcement Authorities, or Local or National Authorities;
 - d) It is meant to counteract abuse or other unlawful acts, such as deliberate attacks, in order to protect said data.

Final Provisions

§9

All other matters not covered by these Regulations shall be subject to the provisions of the Act of November 17th, 1964 of the Civil Procedures Code (Journal of Laws of 1964, No. 43, Item 296 with later amendments), as well general Rules of Law applicable within the territory of the Republic of Poland.