

Regulations

eSky Wallet

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INTRODUCTION

This document defines the general terms of issue and rules of use the eSky Wallet. Once making the choice of using eSky Wallet instead of refund for Airline ticket cancelled by Airline, each User accepts the eSky Wallet terms of use as identified below.

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DEFINITIONS

1. **eSky Wallet** - funds made available to the User by eSky.pl SA with its registered office in Katowice instead of refunding the value of cancelled Airline ticket by the airline bought via the eSky website, entitling to make payments for services made available on the eSky website on the rules set out below.
2. **eSky** - eSky.pl Spółka Akcyjna, with headquarters in Katowice (40-265), at ul. Murckowska 14A, registered in the Register of Entrepreneurs kept by the Katowice-Wschód District Court in Katowice, 8th Commercial Division of the National Court Register under the number KRS 0000383663, VAT identification number: 9481987199, REGON 670140736, share capital PLN 1 019 525.60 paid in full,, which is a Value Added Tax payer.
3. **User** - a person who has resigned from a refund for Airline ticket cancelled by the airline and made a formal declaration to use eSky Wallet;
4. **eSky website** - a website where eSky is Administrator of the flight Booking System;
5. **eSky Services** - flight tickets, flight + hotel packages, service package and online check-in offered through the eSky website, which may be the subject of transactions in using eSky Wallet;
6. **Limit** - total value of eSky Wallet;
7. **Price of the original transaction** - the price paid for the air ticket made via the eSky website, for a flight which was cancelled by the airline including the service package and online check-in purchased in eSky. Price of the original transaction does not include the Airhelp + service and the purchased insurance.
8. **The price of the original transaction of multi-segment flight purchase** - the price paid for the purchase of Airline tickets (for one multi-segment journey), made via the eSky website, for flights which were cancelled by the airlines. The price of the original transaction of multi-segment flight does not include the price for purchased at eSky services i.e. service package, online check-in, Airhelp+ services and purchased insurance.
9. **Airline ticket** - shall be understood as a single airline ticket, airline tickets and purchased additional services for an airline ticket provided by airlines as part of a flight, in particular: checked baggage, priority boarding, choice of seating.

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GENERAL TERMS AND CONDITIONS CONCERNING THE IMPLEMENTATION OF THE SERVICE

1. eSky within eSky Wallet service allows the User to purchase the eSky Services available on eSky website in the amount equivalent to the Limit under the following conditions:
 - the possibility of repeated use of funds from eSky Wallet while up to the Limit;
 - the option of using eSky Wallet funds to order eSky Services with a value exceeding the Limit - in such a situation the User will be obliged pay for price differences.
2. When choosing an eSky Wallet, a User who has refused a refund for an Airline ticket for a single flight which has been cancelled by the airline, as a part of eSky Wallet User will receive funds from eSky in the amount of the Price of the original transaction increased by USD 20.
3. Choosing eSky Wallet, a User who has refused of a refund for Air tickets purchased as part of one booking per passenger, for a multi-segment flight whose at least one segment has been cancelled by the airline, under eSky Wallet User will receive funds from eSky in the amount of The price of the original transaction of multi-segment flight increased by USD 20.
4. By choosing eSky Wallet, a User who has resigned from a refund for an Airline ticket that has been canceled by the airline due to its liquidation or bankruptcy will receive funds from eSky under eSky Wallet in the amount of the Price of the original transaction.
5. Funds for an Airline ticket will be transferred by eSky to eSky Wallet as soon as they are received from the airline.
6. Order the eSky Service under eSky Wallet will be possible by indicating shared individual electronic voucher number authorizing to use the eSky Service via the Call Center at dedicated phone number: +44 7451275059.
7. Only the User may order the eSky Service from the accumulated funds on eSky Wallet, whereby only User can order eSky Services for a third person.
8. eSky Wallet will be sent to the User's e-mail address within 3 business days after positive verification of the User's e-mail address by eSky. In case of entering an incorrect e-mail address by the User, eSky by phone will contact the User to clarify arisen doubts.
9. The period of validity of funds accumulated under eSky Wallet is 24 months from day of sending eSky Wallet to the User's email address.
10. If the User has not used any funds from eSky Wallet, then within one month after the 24 months of validity of eSky Wallet, the User may sent request on e-mail address: wallet@esky.com for refund of eSky Wallet value, wherein mentioned value will only correspond to the amount of the refund made by the airline for the Airline ticket for the flight, which has been cancelled and will not include the 20 euro bonus referred to in para. 2 and 3 above.
11. If, within one month after the expiry of 24 months of the validity of eSky Wallet, the User will not send a refund request from eSky Wallet, these funds will not be refundable and will be cancelled.

12. When ordering an eSky Service with a value lower than the value of the funds stored in eSky Wallet, the User is not entitled to a refund remaining unused amount.
13. eSky is not responsible for providing incorrect data by the User preventing the use of eSky Services under eSky Wallet.
14. By choosing the eSky Wallet service, the User waives any refund claims for an Airline ticket for a flight cancelled by the airline.

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COMPLAINTS

All complaints related to the implementation of eSky Wallet and eSky Services will be considered by eSky in accordance with the complaint procedure set out in the eSky Regulations available ([here](#)) on eSky website.

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FINAL PROVISIONS

1. eSky shall not be liable if the User loses the document or code from the eSky Wallet electronic carrier, as well as when the code is used eSky Wallet by a third party.
2. Users by using the eSky Service from eSky Wallet funds are subject to the conditions reservations and tariffs of a given entity directly providing these services.
3. The User is obliged to inform each person indicated by him, who will use eSky Wallet about the terms of the eSky Service.
4. Placing an order for eSky Wallet is tantamount to acceptance of this document by the User.
5. Any copying or distribution of eSky Wallet against the intended use is prohibited. eSky informs that any attempts to unlawfully use of eSky Wallet funds will be reported to competent law enforcement authorities.
6. eSky claims that funds made available to the User under eSky Wallet may be canceled by eSky in the event that the User receives or has received a refund for an Air Ticket or other benefit (as the equivalent of an unused Air Ticket) directly from the airline or from different entity despite previous refund of the Air Ticket on the eSky Wallet.
7. In the event of cancellation of funds on the terms set out above, the User will not have the right to use the canceled funds and Users' Limit will be reduced by the value of the canceled funds.