

Terms and Conditions of Use of TUS Airways Website

Please read these terms and conditions of use and this legal information (hereinafter referred to as the "Terms and Conditions of Use") carefully before using this website.

General

This website is the property of TUS Airways Limited, a Cyprus Company (under registration Number HE 341761), whose registered office is at Artemidos Street no. 23, 1st Floor, 6025 Larnaca - Cyprus.

Scope of Present Agreement

The present Terms and Conditions of Use set out the regulations governing the use of the information and services that TUS Airways Limited (hereinafter referred to as "TUS") provides to users (hereinafter referred to as "Users") via this website and other websites or applications operated by TUS (hereinafter referred to as the "Website"). They apply to any use and to all transactions executed by Users now or in the future via the Website.

Acceptance of the Terms and Conditions

TUS provides the User use of the Website subject on condition that the User accepts these Terms and Conditions of Use, the [Privacy Policy](#), the [Cookie Policy](#), and our [Terms and Use of Carriage of Persons and Baggage](#), where applicable. Use of the website shall be taken to mean acceptance of the Terms and Conditions. Irrespective of such consent, TUS reserves the right to request the Users to provide additional consent by ticking or clicking on the corresponding confirmation field and /or consent to additional Terms and Conditions.

Purpose of the website

The sole and only purpose of the Website is to give the Users information about TUS, its subsidiaries and partners and the services offered, while also giving Users the option to determine availability of travel related goods and services offered by TUS, and make legitimate orders, purchases, or reservations relating to the goods and services on offer by TUS (Hereinafter shall be known as "Transactions")

Should the Users elect to enter into a Transaction with third parties via the Website, such agreement is deemed to be created between the User and the Third Party. TUS is

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independent of this Agreement and/or the Third Party either as a Party or as an Agent of the Third Party.

This website may include links to other internet sites. TUS does not endorse any such websites and is not responsible for the information, material, products or services contained on or accessible through those websites. Such access and use of such websites remains solely at the Users Risk.

TUS shall not be held responsible for any reservation, confirmation of reservation, purchase, sale or Transaction made between the User and any Third Party that may be linked to the Website. It shall remain the sole responsibility of the User to ensure that any purchase, sale, reservation or booking made for their benefit by any Third Party is confirmed and/or reserved, whether this reservation or booking was made via a link on the Website or otherwise. Access and use of any such services by Third Parties remains solely at the responsibility of the User.

Limitation of Liability

It shall remain the sole responsibility of the User to maintain and/or protect the confidentiality of their personal information and/or booking date and/or itinerary and/or other information they receive from the Website. TUS, under no circumstances, represents that any information entered or sent via the Website either to TUS and/or Third Parties is protected or secure.

All or any costs, fees, taxes and claims resulting from his/her use of the Website shall remain the responsibility of the User. The access data provided to the User for his/her account is intended for his/her personal use and must be treated as confidential.

Users shall have unlimited liability for direct and indirect damage, as well as consequential damage, caused by gross negligence or unlawful intent.

Security

If you have reason to believe that your access to the website is no longer secure (e.g. loss, theft or unauthorized disclosure or use of user names, passwords and personal identification numbers), you must immediately inform TUS of this breach in security at the

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following email reservations@tusairways.com as well as promptly change the affected access information. Under no circumstances can TUS be held responsible for such breach or leak of information.

Users are obliged to change their passwords on a regular basis.

Authorised use

The Use of TUS's Website is upon the condition of compliance with the Present Terms and Conditions. Use may be made only for viewing information and executing Transactions related to the Services and/or Products provided and/or Offered by TUS.

Under no circumstances shall Users have the right to incorporate or link the Website into other websites without the prior written consent of TUS.

In addition, under no circumstance shall any User

- Post, transmit or disseminate any information on or via this website which is or may be harmful, obscene, defamatory or otherwise illegal;
- use 'screen capturing' technology, any automated algorithm, routine device, method, system, software or manual process to access, use, search, copy, monitor or extract material (in whole or in part) from or through using this website unless you have our previous written consent.
- use this website in a manner which causes or may cause an infringement of or impede upon the rights of any other.
- make any unauthorised, false or fraudulent booking and/or give false or misleading information.
- use any software, automated algorithm, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of this website including but not limited to uploading, emailing, or making available files containing corrupt data, viruses, Trojans, or other malicious software via whatever means.
- deface, alter, modify, hack, or interfere with the front end layout of this website or the underlying software code.

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- take any action that imposes an unreasonable or disproportionately large load on this website or related infrastructure.
- permit any automatic registration, logging in or access to any of the material on the website.
- obtain or attempt to obtain unauthorised access, via whatever means, to any of Our networks or accounts or to information about other users and/or our staff and/or aircraft.
- disclose confidential information of any person or entity including without limitation our confidential information.

Changes to the Website

TUS may make improvements or changes to the information, services, Flight Schedules, products and other materials on this website, or terminate this website, at any time without notice. TUS may also modify these Terms and Conditions at any time, and such modification shall be effective immediately upon posting of the modified Terms and Conditions on this website, without any written notice. Subsequently, use and/or access and/ or reliance on the information provided on the Website shall remain at the sole responsibility of the User and under no circumstances shall TUS be liable or responsible to any User for any modification and /or change to the information provided on the Website.

Intellectual property

All or any text, images, appearance, outlay, layout, videos, software, products, services, flight schedules, underlying software code, data, trademarks, copyright, database rights as well as any registered or unregistered intellectual property rights are the exclusive ownership of TUS Airways Limited or the Company's licensors. Nothing on the Website may be amended, copied, presented, licensed, published, uploaded, sent or made perceptible in any other way without the prior written consent of TUS or the right owner in question.

Flight Bookings

The Reservation System provided on the website is for information purposes only. The Reservation System shall allow Users to check availability of travel related services provided

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by TUS and execute Transactions with TUS. No Reservation shall be binding upon TUS unless a Reservation Confirmation has been provided in accordance with the General Terms and Conditions of Carriage of Persons and Baggage.

The Users accept that individual reservations shall only be binding provided that the Terms and Conditions of Carriage apply and are adhered to.

Disclaimer

The Users are hereby informed that software, products and services published on the Website may contain inaccuracies, calculation or spelling errors.

TUS and/or its suppliers make no representations about the suitability of the information, software, products, and services contained on this Website for any purpose. All such information, software, products, and services are provided "as is" without warranty of any kind. TUS and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. In no event shall TUS and/or its suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of this Website or with the delay or inability to use this Website, or for any information, software, products, and services obtained through this Website, or otherwise arising out of the use of this Website, whether based on contract, tort, strict liability or otherwise. TUS will not be held responsible for any such errors or omissions. It shall remain the sole responsibility of the User to ensure the information relied up is accurate and up to date.

Indemnity

The User Agrees to indemnify, defend and hold TUS harmless from any liability, loss, claim and expense (including reasonable legal fees) related to a breach of these Terms and Conditions (including, but not limited to, any breach by persons acting on your behalf who access this site using website access information and/or booking/purchase data that You have provided to them).

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Breach of the Present Terms and Conditions

In addition to and without prejudice to any other rights conferred upon TUS (whether by law or otherwise), we reserve the right to

- cancel any bookings and purchases without reference or notice to the User; and/or
- deny and/or block and/or limit the User access to this website where we believe (at our absolute discretion) that You (or persons who access this site on your behalf using website access information and/or booking data that You have provided to them) are in breach of any of these Terms and Conditions.

Choice of Law

This Agreement shall be deemed to have been made in Larnaca, Cyprus.

Upon the use of this website, any material accessed or downloaded from it and the operation of these Terms and Conditions and any dispute or claim arising out of or in connection with such matters, their subject matter or formation (including but not limited to non-contractual disputes or claims) shall be governed by, construed and interpreted in accordance with the laws of Cyprus and the User agrees to submit to the non-exclusive jurisdiction of the Cyprus Courts.

Where these Terms and Conditions are translated into languages other than English in the event of any conflict or inconsistency the English language Terms and Conditions shall prevail.

We reserve the right to bring proceedings in:

- the Courts of the country of Your residence
- the Courts of the location of Your access, use or storage of any Materials obtained from the website
- the Courts of the location of any breach by You of these Terms and Conditions; and/or
- the Courts of the location of your authorisation of any of the above acts.

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It is provided that in the event of threatened breach and/or actual breach and/or suspicion of breach of any of the present Terms and Conditions, TUS reserves the right to apply for an injunction, specific performance, or any other equitable relief, without prior written notice to the party in breach of the present Terms and Conditions.

The present Terms and Condition are deemed to contain all the terms of our agreement for the use of this Website. No other written or oral statement (including statements in any brochure or promotional literature published by TUS) will be incorporated or shall amend the present conditions.

Even if TUS fails to assert any right under the present Terms and Conditions shall not be considered as a Waiver on TUS's part to assert the said right or any other right at any other time or against any other person.

If any provision of this Agreement is found to be invalid or unenforceable, then the invalid or unenforceable provision will be removed from these Terms and Conditions without affecting the validity or enforceability of any other provision.

Throughout this website the terms "partner(s)" and "partnership(s)" and "Third Parties" are used to refer to individual marketing or co-operation agreements and not to any relationship which has specific legal or tax implications. TUS cannot therefore accept any liability for the conduct of these partner organisations.

Throughout this website the term "person(s)" is used to refer to natural and legal persons.