

<https://whyline.com/files/reservation-lane-terms-ams-en.pdf>

Welcome to AMS Reserve Powered by CLEAR (the "Service"), brought to you by Whyline, Inc. ("CLEAR") on behalf of Schiphol Nederland B.V. You may use the Service through our websites and other related technologies (collectively, our "Applications"). For this, the following terms and conditions (the "GTC") apply exclusively. By using our Service, you agree to these GTC.

## 1. Service

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### 1.1 Service

The Service allows users to book access for themselves and their companions (together "Users") to the baggage drop-off points, check-in desks and the security check (hereinafter: "Checks") at Schiphol Airport via an AMS Reserve access point with an appointment. By accepting these GTC, you declare that you are legally authorized to accept these GTC for each companion you include in your booking.

Services within the scope of the booking process are provided by CLEAR on behalf of Schiphol Nederland B.V. ("Schiphol"). All services beyond the booking process, in particular the processing of access to the Checks at the AMS Reserve access points after booking, are provided by Schiphol. The access to queue for the Checks via the AMS Reserve access point designated to you is possible only in the timeframe as mentioned on the booking webpage. The general use of access points to queue for the Checks remains unaffected. The [Conditions of Use of Schiphol Nederland B.V.](#) apply to the use of the AMS Reserve access points at Schiphol Airport. By booking the appointment, you also agree to the application of the Conditions of Use of Schiphol Nederland B.V.

Waiting time savings and the completion of the Checks at a specific time cannot be guaranteed. CLEAR has no influence on the waiting times at the Checks, the timely passage through the Checks or on the reaching of a specific flight. Users must present themselves at the Checks according to their airline's instructions and allow sufficient time for clearance at the Checks.

### 1.2 Other CLEAR services

Please note that use of the Service does not entitle you to use other CLEAR services, which you can find out more about [here](#).

## 2. Conclusion of contract; cancellation and amendment

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### 2.1 Booking process

The use of the Service is free of charge for Users. Booking and conclusion of contract may be conducted in Dutch or English. The provision of the booking possibility in CLEAR's Applications is not a legally binding offer, but merely an invitation for the User to make an

offer. To make an offer to use the Service, you must enter the date of departure, the place of arrival, the airline and flight number in our Applications and specify the group size (you plus the number of companions). You will then be given the option to choose the appointment time and will be asked to enter your e-mail address. Furthermore, you must confirm with check marks that you give consent to processing your e-mail address for the 'Service' and/or for sending you a survey about the 'Service'. Finally, you must confirm with check marks that you accept these GTC and the [Conditions of Use of Schiphol Nederland B.V.](#) As the last step of the booking process, you will see an overview of all the details of the booking, including the AMS Reserve access point intended for you. Before submitting a booking offer, you can view and change the data at any time or cancel the booking process. By selecting the button "CREATE AN APPOINTMENT", you complete the booking process in the CLEAR Applications and submit an offer for the booking.

## 2.2 Conclusion of the contract

Immediately after the booking is received, you will receive a confirmation of receipt in the relevant Application and via e-mail to the e-mail address provided by you. With this confirmation, your booking is completed and a QR code is displayed or transmitted to you with which you can prove your booking at the corresponding AMS Reserve access point. The contract is accepted as soon as the QR code is provided. Your booking data and these GTC may be printed or saved by you before completing the booking process. You can permanently archive the data of your booking by either (i) printing or saving the GTC and the data summarized in the last step of the booking process using the functions of your browser or (ii) waiting for the automatic booking confirmation, which will also be sent to you by e-mail after completion of your booking to the e-mail address provided by you. In this e-mail, the booking confirmation is sent to you on a permanent data carrier (e-mail) (contract confirmation). You also have the option of downloading the GTC via a link in the e-mail and saving them in reproducible form.

## 2.3 Cancellation and amendment

To view, change or cancel a booking, please click on the corresponding buttons in the booking confirmation. We may cancel your booking if your flight is canceled or at the direction of Schiphol Nederland B.V. if Schiphol Nederland B.V. is not able to process the services at the AMS Reserve access points for reasons not foreseeable for CLEAR and beyond CLEAR's control.

## 3. Intellectual property rights; restrictions on use; information of Users

### 3.1 Intellectual property rights

CLEAR owns all rights to the Applications, including all derivative works (collectively, "CLEAR IP"). Nothing in these GTC grants you or any other User a license with respect to CLEAR IP.

### 3.2 Restriction of use

You may not use the Service if you have previously been or are currently prohibited from participating in the Service by any governmental authority. You may use the Service only on your own behalf and for lawful purposes. You may not use the Service for any commercial

purpose other than as expressly permitted herein. You may use the Service only to the extent permitted by these GTC and applicable laws, rules and regulations (the "Applicable Law").

### 3.3 Information of Users

All information provided by you in support of your use of the Service must be correct in all respects. The information provided by you and CLEAR's use of such information must not infringe any intellectual property right of any third party.

## 4. Data protection

You can view the privacy statement of Schiphol Nederland B.V., which applies to the processing of your personal data, [here](#).

## 5 Limitation of liability

### 5.1 Exclusion of liability

Claims against CLEAR for damages are excluded, except for claims for damages arising from injury to life, body or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by CLEAR or the legal representatives or vicarious agents of CLEAR. Material contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract, in particular the provision of the QR code after the booking.

### 5.2 Liability for breach of material contractual obligations

In the event of a breach of material contractual obligations, CLEAR shall be liable only for the direct damage resulting from the breach, unless it is a matter of claims for damages arising from injury to life, body or health in which case no such limitation of liability applies.

### 5.3 Limitation of the exclusion of liability

The limitations of liability resulting from clause 5.2 and clause 5.3 shall not apply insofar as CLEAR has fraudulently concealed a defect or has assumed a guarantee for the quality of goods. The provisions of product liability laws and regulations shall remain unaffected.

### 5.4 Force majeure

CLEAR shall not be liable to the extent that CLEAR is prevented from performing its obligations under these GTC or any agreement with the User subject to these GTC due to a Force Majeure event. For the purposes of this clause 5.4, "Force Majeure" means an event or series of events caused by or resulting from any of the following: (1) weather conditions or other elements of nature; (2) acts of war, terrorism, insurrection, civil disturbance or rebellion; (3) quarantine or embargo; or (4) other circumstances unforeseeable by CLEAR at the time of conclusion of the contract and beyond CLEAR's reasonable control.

## 6. Online dispute resolution for consumers

In case of complaints, you may contact customer support at Schiphol airport. The European Commission has set up an internet platform for online dispute resolution. The platform

serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from sales or service contracts concluded online. The platform and more detailed information are available at the following link: <http://ec.europa.eu/consumers/odr>. CLEAR is neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.

## 7. Codes of conduct

CLEAR has adopted the following code of conduct: The CLEAR Code of Conduct and Ethics, available electronically [here](#).

## 8. Final provisions

### 8.1 Entire agreement

These GTC constitute the entire agreement of the parties with respect to the Service and all prior agreements, writings, proposals, discussions and other documents with respect to the Services are superseded by and merged into these GTC.

### 8.2 Severability clause

If any provision of these GTC is invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not be affected.

### 8.3 Assignment

The User may not assign any rights, obligations or non-monetary claims under these GTC or contracts subject to these GTC without our prior written consent. Any attempted assignment that does not comply with this clause shall be void. CLEAR may assign the rights, obligations or claims arising from these GTC or contracts subject to these GTC in whole or in part to any third party.

### 8.4 Applicable Law and place of jurisdiction

The contract is governed by the laws of The Netherlands and the courts in The Netherlands shall have exclusive jurisdiction. Either Party may submit a dispute to a competent court in The Netherlands for resolution in the event that a Party is of the opinion that the conflict cannot be solved by amicable settlement or online dispute resolution as described in article 6.