

This website is owned and operated by Whyline, Inc., a Delaware corporation, with a principal place of business at 85 Tenth Avenue, 9th Floor, New York NY 10011 ("CLEAR") You may book Heathrow Timeslot via our website (collectively, our "Booking Site"). By using our Booking Site, you agree to these general terms and conditions ("GTC") and the Heathrow Timeslot Terms of Use (which you can find [here](#)), which contain details about the Heathrow Timeslot service. If you do not agree with these Terms and/or CLEAR's GTC, you should not access or use the Booking Site.

1. Other CLEAR services

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

2. Intellectual property rights; restrictions on use; information of Users

2.1 Intellectual property rights

Save for the "Heathrow" logo and associated branding which is owned by Heathrow ("Heathrow IP") CLEAR owns all rights to the Booking Site, including all related technologies and derivative works (collectively, "CLEAR IP"). Nothing in these GTC grants you or any other User a license with respect to CLEAR IP and/or Heathrow IP.

2.2 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").

2.3 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.

3. Data protection

You can view the privacy policy of Heathrow Airport Limited, which applies to the processing of your personal data [here](#).

4. Limitation of liability

4.1 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.

4.2 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.

4.3 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.

4.4 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.

5. Online dispute resolution for consumers

In case of complaints, you may contact customer support at Heathrow Airport Limited's contact form: <https://www.heathrow.com/contact-us/online>. In respect of complaints about the Applications, 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.

6. Codes of conduct

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

7. Final provisions

7.1 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.

7.2 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.

7.3 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.

7.4 Changes to these GTC

We may change these GTC from time to time. We advise you to check these GTC each time you use the Heathrow Timeslot service.

7.5 Applicable Law and place of jurisdiction

The contract is governed by the laws of England and Wales and the courts in England and Wales shall have exclusive jurisdiction. Either Party may submit a dispute to a competent court in England and Wales 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.