

Terms of use of FRA SmartWay

1. General

1.1 Product „FRA SmartWay“ („**FRA SmartWay**“) is designed to provide passengers with schedulable access to aviation security controls by having them register in advance for a specific time slot to access aviation security control via a digital application.

1.2 Contracts for booking a time slot for access to the aviation security control at Frankfurt Airport via the feeder „FRA SmartWay“ are concluded between the

Fraport AG
Frankfurt Airport Services Worldwide
60547 Frankfurt am Main
Local court Frankfurt am Main: HRB 7042
Value added tax identification number: DE 114150623
Phone: +49 69 690-0
Mail: info@fraport.de
(„**Fraport**“)

and the booking customer ("User"). These Terms and Conditions of Use apply to the business relationship between Fraport and the User regarding the booking of a time slot for access to the aviation security control.

2. Subject Matter of the Agreement and Scope of Services

2.1 With the product FRA SmartWay Fraport offers users and, as required, fellow travelers the possibility of accessing the aviation security control at Frankfurt Airport at a time period selected by the respective user. Access is possible in the time window of ten minutes before to ten minutes after the selected time period ("**time slot**"). The booking of the time slot is subject to the condition that sufficient capacity is available for access to the aviation security control; the assessment of this shall be made exclusively by Fraport. The user has no right to a time slot.

2.2 The product FRA SmartWay is free of charge.

2.3 The User may use FRA SmartWay only in his own name and, if applicable, for the previously named co-travelers and for lawful purposes. The User may not use FRA SmartWay for purposes other than those expressly permitted herein. User may use FRA SmartWay only to the extent permitted by these Terms and Conditions and applicable laws, rules and regulations.

2.4 FRA SmartWay can only be booked directly by the User for himself and any fellow travelers; resale is not permitted.

3. Booking process / Conclusion of the contract

3.1 The booking of the time slot requested by the User is made on behalf of Fraport via the websites and other related technologies of Whyline, Inc. („**Whyline**“). The booking is subject to the Terms Of Use of the service CLEAR („**CLEAR**“), operated by Whyline, which the User can access at the link <https://whyline.com/files/reservation-lane-terms-fra-en.pdf> and which describe the booking process.

The services outside the booking process, in particular the regulation of access to the aviation security control itself, are provided by Fraport.

3.2 During the booking process, the user must confirm that he/she accepts these Terms of Use of FRA SmartWay by placing a check mark. Before completing the booking process, you can change the data you have entered or cancel the booking process at any time.

The information provided by the passenger for the use of FRA SmartWay must be accurate in all respects. The information provided must not infringe any intellectual property rights of third parties.

By selecting the field "CREATE AN APPOINTMENT" you complete the booking process for FRA SmartWay and at the same time make a binding offer to Fraport to use the services of the product FRA SmartWay after the booking process. With the confirmation of receipt of your booking on the websites and other related technologies of CLEAR and Whyline and by e-mail to the mail address you have provided, a contract between the User and Fraport is concluded. The contract may be concluded in German or English.

3.3 These terms of use can be printed or saved by the user before the conclusion of the contract. You can access them permanently either (i) by printing or saving the Terms of Use by using your browser functions or (ii) by waiting for the automatic booking confirmation, which will also be sent to you by e-mail to the e-mail address you have provided. A separate query is not possible.

3.4 Fraport reserves the right to cancel the contract by e-mail no later than three (3) hours before the booked time in exceptional situations where access cannot be guaranteed. Claims of the User are excluded in this case.

In order to carry out the booking and provide the service, Fraport processes the personal data provided by the User during the booking process in accordance with Art. 6 para. 1 lit. b) GDPR.

Further information on this data processing can be found in the [privacy policy at www.data-protection-statement.fraport.com](http://www.data-protection-statement.fraport.com)

4. Access to the Security Control

4.1 During the booked time slot, the User is entitled to go to an access point to the aviation security control marked with "FRA SmartWay". There, upon presentation of a valid QR code and the boarding pass, he will be granted access to join the queue. The QR code can be presented on an electronic device directly from the e-mail, the online portal or printed out on paper at the FRA SmartWay access. If multiple access points are provided at the Frankfurt Airport, any of these access points can be used. Access is only possible in the time window of ten minutes before to ten minutes after the reserved time in each case (e.g. booked time: 10:00 a.m., access from 9:50 a.m. to 10:10 a.m.). The possibility to use the general boarding pass and security control remains unaffected by this service.

4.2 The User is responsible for fulfilling the requirements necessary for passing through the boarding pass control and the aviation security control, in particular for being in possession of a valid boarding pass and valid identification documents.

4.3 The above regulations also apply to any other co-travellers. The User has the option to book the same time slot for the same flight for up to 5 additional co-travelers (a total of 6 persons) via CLEAR. Only one QR code is generated. This is valid for all fellow travelers together and can only be used once. The use of the service is therefore only possible for the travelers of a booking who present themselves together at an FRA SmartWay access.

5. Liability

5.1 The liability of Fraport for damages is limited to intent and gross negligence. Fault-based liability for damages resulting from injury to life, body or health shall remain unaffected.

As far as Fraport's liability is excluded or limited, this shall also apply to the personal liability of its employees, representatives and vicarious agents.

5.2 Fraport shall not be liable for damages resulting from force majeure or other causes for which it is not responsible, such as official interventions, security-related measures at the airport, incorrect information from airlines regarding departure times or departure gate information, or delays in check-in.

5.3 The product FRA SmartWay expressly does not include any guarantee for passing the aviation security check at a certain time, a certain waiting time in front of the aviation security check, a faster or the timely passing of the aviation security check in order to reach a certain flight. The liability of Fraport is expressly excluded in this respect.

6. Final provisions

6.1 These Terms of Use and all legal relationships between Fraport and the User shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of all international and supranational (contractual) legal systems, in particular the UN Convention on Contracts for the International Sale of Goods. The German version of the Terms of Use shall prevail.

6.2 Should any of these provisions be invalid, this shall not affect the validity of the remaining provisions.

6.3 The EU Commission has set up an internet platform for the online settlement of disputes between entrepreneurs and consumers ("ODR platform"). The platform can be reached at <https://ec.europa.eu/consumers/odr>. Fraport is not obliged to participate in a procedure for alternative dispute resolution of a consumer arbitration board and currently does not do so.

These Terms of Use have been drawn up in both German and English. In case of discrepancies the German version shall prevail.

As of: January 2023
