

Conditions of Use

'Timeslots for passengers'

1. General

Contracts regarding services related to 'Timeslots for passengers' at Schiphol Airport beyond the booking of an appointment will be entered by Schiphol Nederland B.V. (hereinafter referred to as 'Schiphol') and the customer who is booking (hereinafter referred to as 'user'). The appointment booking is carried out by Whyline, Inc. (hereinafter referred to as CLEAR), operating as a service provider to and processor for Schiphol. The booking is subject to the general terms and conditions of CLEAR, which you can access at <https://whyline.com/files/reservation-lane-terms-ams-en.pdf>.

2. Subject matter of the service

2.1 Services within the scope of the booking process are provided by CLEAR, operating as a service provider to and processor for Schiphol. All services beyond the booking process will be provided by Schiphol.

2.2 With the product Timeslots for passengers, the user receives access to the queues for the security check at Schiphol Airport via the 'Timeslots for passengers' access points at a time booked by the user. The product 'Timeslots for passengers' is free of charge.

3. Booking of an appointment and conclusion of a contract with Schiphol

3.1 The appointment booking is made via the websites and other related technologies of CLEAR. The booking is subject to these terms and the general terms and conditions of CLEAR, which you can access at <https://whyline.com/files/reservation-lane-terms-ams-en.pdf> and which describe the booking process in more detail.

3.2 During the booking process you must confirm with a check mark that you accept the terms and conditions of Schiphol and CLEAR. Before completing the booking process, you can view and change your data entered at any time or cancel the booking process. By selecting the button "CREATE AN APPOINTMENT", you complete the booking process with CLEAR and, at the same time, make an offer to Schiphol to use all services within the scope of the Timeslots for passengers project beyond the booking process. With the confirmation of receipt of your booking via the websites and other related technologies of CLEAR and via e-mail to the e-mail address provided by you, a contract is concluded between you and Schiphol. The conclusion of the contract can be in Dutch or English.

3.3 These conditions of use may be printed or saved by you prior to the conclusion of the contract.

3.4 In case the access cannot be granted because of exceptional circumstances, Schiphol reserves the right to cancel the contract by e-mail.

4. Access to the security check via 'Timeslots for passengers'

4.1 During the booked time slot, the user is entitled to go to an access point marked with 'Timeslots for passengers'. There, he or she will be granted access to the queue upon presentation of a valid QR code and the boarding pass. 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 Timeslots for passengers access point. If several Timeslots for passengers access points are provided at the airport, any of these access points can be used. The possibility to use the general queues for the security check remains unaffected by this service.

4.2 The above provisions shall also apply to any additional co-travelers. The user has the option of booking the same time slot for the same flight for their party size. Only one QR code is generated by CLEAR. This is commonly valid for all co-travelers and can only be used once. The use of the service is therefore only possible for the travelers of a booking, who come together to the 'Timeslots for passengers' access point.

5. Liability

5.1 Liability for damages is limited to intent and gross negligence in accordance with the statutory provisions. Liability for damages arising from injury to life, limb or health shall remain unaffected.

5.2 Schiphol and CLEAR are not liable for damage resulting directly or indirectly from force majeure (including pandemics) or other causes for which Schiphol and CLEAR are not responsible, such as regulatory interventions by authorities, security-related measures at the airport, incorrect information from airlines on departure times or departure gate information, or delays in handling.

5.3 The product 'Timeslots for passengers' expressly does not include any guarantee for passing through the security check at a specific time, for a specific waiting time before the security check, for a specific time saving or the timely passing through the security check in order to reach a specific flight.

6. Choice of law and settlement of disputes

6.1 If there are any conflicts or differences between the original Dutch text and the English translation, the Dutch text shall prevail.

6.2 The contract is governed by the laws of The Netherlands and the courts of 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.