



Terms of Use

1. General

- 1.1. At Munich Airport, departing passengers are checked at passenger security checkpoints by the Free State of Bavaria and - when leaving the EU - subsequently at border checkpoints by the German Federal Police. Flughafen München GmbH [hereinafter "FMG" or "we"], as the airport operator, merely organizes passenger access to the checkpoints in coordination with these authorities.
- 1.2. FMG is currently testing at selected departure areas [Terminal 1 Modules A to D] whether a shorter waiting time can be achieved for departing passengers in front of the checkpoints for passenger security and border control if passengers register in advance via a digital application for a specific time slot to pass through the controls. For this purpose, FMG is setting up a special waiting lane [hereinafter "Express Queue" or "EQ"] for passengers who have registered in advance in addition to the general waiting lanes in front of these checkpoints on a test basis. Passengers departing in these departure areas can reserve a time slot for EQ in advance free of charge and without obligation via the application. The information and conditions in the websites of FMG and its service provider Whyline, Inc. [hereinafter "CLEAR"] and these Terms of Use apply to this.
- 1.3. Passengers who have reserved a time slot for EQ in advance for themselves and, if applicable, their fellow passengers via the digital application, can join the EQ on site. To do so, the passenger must present him/herself at the EQ queue within a time slot from 15 minutes before to 15 minutes after the chosen time [for example, chosen time: 11:00 a.m., access within a time slot from 10:45 a.m. to 11:15 a.m.] and show a valid EQ QR code and a valid boarding pass. The EQ QR code can be presented on an electronic device [email or directly from the online portal] or on paper. This option does not affect the possibility of using the general queue of the checkpoint.
- 1.4. The use of EQ does not guarantee the availability of EQ for a specific flight or at a specific time or the maximum or minimum length of the EQ queue. The



booking of an EQ time slot does not guarantee a specific waiting time, a specific access time to the checkpoint or that the waiting time at the EQ queue will be shorter than in the other queues of the checkpoint.

1.5. Regardless of the use of EQ, all passengers are subject to the same screening procedures and regulations, and FMG recommends to allow sufficient time for screening.

1.6. A passenger may not use EQ if the passenger has previously been or is currently prohibited from participating in EQ by any governmental authority. The passenger may use EQ only on his or her own behalf and, where applicable, on behalf of the designated co-travellers and for lawful purposes. The passenger may not use EQ for any purpose other than as expressly permitted herein. The passenger may use EQ only to the extent permitted by these terms and applicable laws, rules and regulations. EQ is offered only directly to passengers, and resale is prohibited.

1.7. All information provided by the passenger in support of the passenger's use of EQ must be correct in all respects. The information provided must not infringe any intellectual property right of any third party.

2. Booking of time slot and access to the queue.

2.1. The booking process of EQ time slots is carried out on FMG's behalf by Whyline, Inc. [CLEAR]. CLEAR owns all rights to the intellectual property and derivative works used to provide EQ on FMG's behalf. Nothing in these terms grants any license with respect to CLEAR's intellectual property. FMG's privacy policy, which governs the processing of your personal data obtained in the course the use of EQ, is available at [data privacy express queue](#).

2.2. The passenger is responsible for meeting the requirements for access to the security checkpoint [in particular, for having a valid boarding pass] and for passing through the security checkpoint. The passenger is also responsible for choosing the correct security checkpoint for his/her flight.



2.3. The provisions above also apply to any co-travelers booked on the same EQ time slot. The passenger has the option to book the same time slot for the same flight for up to 9 co-travelers [10 travelers in total per booking]. Only one QR code is generated for all travelers booked together. The QR code is valid for all travelers booked together and can only be used once. All travelers booked together must therefore present themselves together at the EQ queue.

3. Liability

3.1. FMG's and CLEAR's liability for damages is limited to intent and gross negligence. Liability for damages resulting from injury of life, body or health shall remain unaffected.

3.2. FMG and CLEAR are not liable for damages resulting from force majeure or other causes for which FMG or CLEAR 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.

3.3. FMG and CLEAR expressly disclaim any performance obligation or warranty that a passenger using EQ will reach or pass through a checkpoint at a specified time or within a specified time period or faster than in a general holding lane. In particular, FMG and CLEAR shall not be liable if passengers miss their flight because they have not allowed sufficient time for check-in or for a security or border check.

4. Dispute Resolution

4.1. The EU Commission provides a platform for the extra-judicial online settlement of disputes [ODR platform], which can be accessed at <https://ec.europa.eu/consumers/odr>.

4.2. FMG and CLEAR are neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.



5. Final provisions

5.1. The use of EQ is exclusively subject to German law without the provisions of international contract law. The German version of the Terms of Use shall be authoritative.

5.2. If any of these provisions are invalid, this shall not affect the validity of the remaining provisions.