

IATA Travel Agent Service Fee (TASF) Card Settlement Reporting Service for IATA Agents

Terms and Conditions of Use for accredited Agents, connected to the IATA BSP Portugal

Applicable Date: May 2009

Definitions:

"IATA" shall mean International Air Transport Association, an association incorporated by a Special Act of Parliament of Canada, with its executive office located at 800 Place Victoria, P.O. Box 113, Montreal, QC H4Z 1M1, Canada;

"IATA Agent" shall mean any IATA-accredited travel agent that wishes to receive the TASF Services (as defined below);

"BSP Portugal" shall mean the local IATA Billing and Settlement Plan office to which the IATA Agent's service fees shall be reported;

1. Services

IATA shall provide the following services (together the "**TASF Services**") to the IATA Agent subscribing to these Terms and Conditions of Use (the "**Terms**"):

1.1 Service Fee Card Settlement Service

Where an IATA Agent charges a customer a service fee for a travel agency related service and the fee is to be billed to one of the supported card types (as listed below in Section 4.2), and the fee and card details are reported by the Agent via its respective computer reservations system to IATA BSP Portugal:

- (a) IATA shall report the transaction, on the Agent Billing Analysis (and other reports that may be agreed between the Agent and IATA from time-to-time) including the service fee amount and associated ticket or reference number (if provided by the IATA Agent);
- (b) The maximum amount allowed per TASF transaction is EUR **250.00**. Should the Agent need to charge a higher service fee than the transaction limit, this will have to be split into several smaller amounts.
- (c) IATA shall be authorised to collect the reported fee amount and settle the fee to the IATA Agent, in accordance with the Terms; and
- (d) The fee will be credited to the IATA Agent in accordance with the Agent's BSP remittance period.

2. Limitation of Services

2.1 IATA TASF service is offered for the reporting and settlement of the Agent's own service fee transactions only. Agents must not use IATA TASF service for the settlement of any other transaction. Use of the TASF service for non-service fee transactions will result in the rejection of transactions and withdrawal of the service from the Agent.

2.2 IATA has defined standards for all BSP-participating global distribution systems (GDSs) to deliver Agent service fee transactions to IATA in order to facilitate the TASF Services. However, Use of the GDS to capture and deliver Agent service fee transactions to IATA is not covered by these Terms and Conditions. Agents should refer to their GDS provider to confirm the GDS's ability to support the TASF Services, and to obtain any additional conditions that may be applied by the GDS provider.

3. Terms and Conditions

3.1 These terms of use shall bind the IATA Agent from the date of first use by the Agent of the Service and shall apply as long as the IATA Agent continues to receive the TASF Services. *

3.2 IATA reserves the right to make changes to the TASF Services and to amend or update these Terms from time to time and it shall notify the Agent of such new services and amended or updated terms as soon as reasonably practicable. Provided IATA has not received a notice to withdraw from the TASF Services in accordance with clause 11.1 below, the IATA Agent shall be deemed to have accepted any new service or amended or updated terms 30 days after receipt of any notification from IATA.

3.3 The IATA Agent undertakes to comply with any terms and conditions of the credit card companies listed in Clause 4.2 (in respect of which it accepts payment) that are notified to the IATA Agent by IATA from time to time. Such terms may include, without limitation, terms relating to processing of transactions, completion of forms, floor limits, authorisation of transaction amounts, blocked and expired cards, supply of transaction documentation.

4. Processing Fee and Applicable Service Charge Rates and Collection

4.1 BSP Processing Fee

A processing fee will be charged to the Agent for every service fee transaction reported by the IATA Agent via their respective GDS to IATA BSP Portugal. Such fee shall be equal to EUR 0.20 plus statutory VAT per service fee transaction.

4.2 TASF Card Service Charge Rates

The applicable TASF Card Service Charge Rates that will be applied to the respective card types are as follows: -

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|-------------------|--------------------------|
| Visa: | 1.25% plus statutory VAT |
| MasterCard: | 1.25% plus statutory VAT |
| UATP: | 1.90% plus statutory VAT |
| American Express: | 2.80% plus statutory VAT |
| Diners Club: | 3.25% plus statutory VAT |

4.3 GDS Handling Fees

A GDS handling fee, set by each GDS, may be collected by IATA from the Agent on each service fee transaction reported by the respective GDS to IATA BSP Portugal.

4.4 No card types other than those listed above are suitable for settlement via the IATA TASF Services, however such list may also be varied from time to time. IATA will inform the IATA Agent promptly of any such change.

5. Collection of Charges by IATA

5.1 The total of the Processing Fees and amounts of applicable TASF Service Charges, for each remittance period, will be withdrawn from the Agent settlement account by means of a Settlement Plan Debit Request (SPDR) and will be displayed on the Agent Billing Analysis.

5.2 By accepting these Terms and by using the TASF Services the Agent hereby consents to electronic invoicing by IATA for the TASF Services.

5.3 Any right on the part of the IATA Agent to dispute a SPDR issued by IATA in accordance with this clause shall be limited to 12 months from the date of that invoice.

6. Rejected TASF Transactions

In any case where

- the cardholder contests the card transaction for an Agent service fee, and the credit card company reimburses the cardholder, **or**

- the relevant card company rejects any transaction for whatever reason, **then**

IATA will debit the originating IATA Agent, via a SPDR, for the full amount of the original service fee.

7. Limitation of Liability

7.1 Under no circumstances shall IATA be liable for any direct, indirect, incidental, special, consequential loss or damages, including but not limited to damages for loss of profit, revenue, goodwill, use of data, or other economic advantage (even if IATA has been advised of the possibility of such damages), however caused, arising out of or related to the Agent's use of or the inability to use this service.

7.2 IATA will not be liable for any technical malfunction relating to the TASF Services that is not within IATA's direct control. The same applies to a failure or delay due to force majeure. IATA can only be held liable for intentional acts of and for gross negligence as well as breach of material contractual obligations and damages that are directly foreseeable. IATA will not be liable for any loss by the IATA Agent arising from acceptance of payment by credit card or the related payment obligation, particularly where such loss arises from the acceptance of an invalid credit card. This applies also to the validity of the used credit card as well as the payment obligation of the customer vis-à-vis the IATA Agent.

8 Indemnification

The IATA Agent shall indemnify, defend and hold IATA and its affiliated companies and subsidiaries, directors, officers, employees, Agents and subcontractors harmless against all claims, action, liabilities, losses, expenses, damages and costs including but not limited to reasonable attorneys' fees that may at any time be incurred by IATA by reason of the IATA Agent's use of the TASF Services otherwise than in strict accordance with the credit card companies' terms and conditions or these terms of use.

9 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of Canada and the parties shall submit to the non-exclusive jurisdiction of the Canadian courts in the Province of Quebec.

10. Severability

If one or more provisions of this Agreement should be invalid, incomplete or in need of complement this shall not affect the balance of this Agreement. The Parties undertake to replace the invalid provision or parts thereof by a new provision that will approximate as closely as possible the economic result intended by the Parties.

11. Termination

11.1 IATA may withdraw the TASF Services from the IATA Agent:

Forthwith if, in IATA's sole judgement, an excessive proportion of the Agent's TASF transactions are rejected, or if fraudulent activity is detected, or if the IATA Agent ceases to be an IATA accredited Agent; or

on the giving of one month's notice in the event that IATA decides, at its sole discretion, that it will no longer offer the TASF Services.

Termination for any reason shall not relieve the IATA Agent of any obligation or liability under clause 6 in respect of TASF transactions made during the term (including any notice period) that are subsequently rejected.