AgentExperience Terms of Use

The following terms of use (the “Terms of Use”) are entered into between you (the “User”) and the International Air Transport Association, an association created by a Special Act of the Parliament of Canada and having its head office at 800 Place Victoria, P.O. Box 113, Montreal, Quebec, Canada H4Z 1M1 (“IATA”). These Terms of Use set forth the terms and conditions for use of IATA’s AgentExperience web site and/or mobile application (the “Service”).

PLEASE CAREFULLY READ THESE TERMS OF USE BEFORE COMPLETING YOUR REGISTRATION AND USING THIS SERVICE. IF YOU DO NOT INTEND TO BE LEGALLY BOUND BY THESE TERMS OF USE, DO NOT ACCESS AND USE THIS SERVICE.

By completing the online or mobile enrolment form and clicking on "I agree" below, you represent that you are authorized by your company to use the Service and that your company agrees to these Terms of Use. The Terms of Use shall apply even after we terminate your use of the Service.

DEFINITIONS

"IATA Trademarks" means all names, marks, brands, URL names or addresses, logos, designs, trade dress and other designations IATA uses in connection with products or services.

"Information" means, where the context so requires, either any information you provide to us or which other users provide to us in the message posting process authorized by this Service, in any public message area or through any email feature found on this Service.

"Licensor Trademarks" means all names, marks, brands, URL names or addresses, logos, designs, trade dress and other designations IATA licensors use in connection with their products or services.

"Service" means IATA’s AgentExperience.com web site and/or IATA’s AgentExperience mobile application.

"We, Us or Our" means the International Air Transport Association (IATA) and the International Airlines Travel Agent Network (IATAN) and their affiliates.

"You or Your" means you on behalf of yourself or your company as a user of the Service, namely an accredited IATA travel agent and bearer of an IATA or IATAN Identification card, having the right to access this Service for the purposes of purchasing goods and services from suppliers or providers to the travel, transportation, tourism, entertainment or recreation industries that have posted information on this Service.

THE SERVICE

IATA and IATAN offer the use of this Service to the travel industry and professional travel agents without charge or any form or remuneration. The Service allows you to have access to information, rewards and discounts offered by suppliers within the travel industry who supply products and services to the public.

We reserve the right to change these Terms of Use and to make changes to any of the products or programs made available via the Service at any time, with or without notice, and without liability. It
is your responsibility to periodically visit this page when you use the Service to review the then current Terms of Use. Your continued use of the Service constitutes your acceptance of any changes to these Terms of Use. We also reserve the right to deny you access to the Service at any time.

LICENSE

As a user of this Service, unless otherwise expressly stated, you are granted a single user, non-exclusive, non-transferable, revocable, limited license to access and use the Service and its content in accordance with these Terms of Use, as amended from time to time.

We may terminate this license at any time in the event of a material breach of one or more of the provisions of these Terms of Use, including but not limited to, perceived or actual infringement of any copyright or other intellectual property rights of IATA, IATAN and/or its licensors or any third parties or in the event of usage which is or is intended to be contrary to these Terms of Use. Termination shall be without prejudice to any of our other rights or recourses.

REGISTRATION

You agree that all information to be provided when registering for the use of the Service shall be accurate, complete and current. You agree not to impersonate any business or person or use a name that you are not authorized to use or to induce anyone to buy a service or product that you are not authorized to offer or sell.

If any information that you provide is untrue, inaccurate, not current, or incomplete or offensive, or if we have reasonable grounds to suspect that such information is untrue, not current or inaccurate, we shall have the right to request you to complete, correct or update such information or to delete the offensive material and to terminate your use of the Service if your fail to comply with our request.

Registration for the Service requires submission of your company’s IATA numeric code number (the “IATA Number”) and your verification number (the “Verification Number”) as a means of identifying yourself for the purposes of accessing and using this Service. You agree that you will not lend or otherwise share your company’s IATA Number or your Verification Number to any other person or entity for use in connection with the Service or otherwise.

ACCOUNT PROTECTION

By using this Service, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. We recommend that you periodically change your password to ensure that it remains confidential.

You are solely responsible for all activities occurring, and all postings initiated, with the use of your account. You expressly agree to be bound by any related electronic approval, whether or not authorized, that is initiated with the use of your account. You agree that the use of your password shall constitute a security procedure for authorizing electronic messages or approvals, and is a commercially reasonable method of providing security against unauthorized electronic messages or approvals.

We shall have no liability for acting on related electronic messages or approvals initiated under your account, even if you did not authorize the electronic message approval.
As a condition of using the Service, you agree to immediately contact us if your password has been lost or stolen or if you become aware of any unauthorized use of your name, account, password, IATA Number, Verification Number or any other number or identifier used by you in relation to the Service. You can contact the administrator of the Service at care@agentexperience.com.

Access to, and use of, this Service using your account by any person other than you is forbidden. Notwithstanding the foregoing, any such unauthorized use of your account by any other person shall be subject to these Terms and Conditions.

INFORMATION AND SELLING

The Information that you provide is for the benefit of suppliers or providers to the travel, transportation, tourism, entertainment or recreation industries that have posted information on this Service.

You are prohibited from reselling the goods and services offered through this Service to the public. You must be legally able to purchase the items or services offered through this Service. We take no responsibility and assume no liability towards any person for any Information posted on this Service.

We reserve the right (but are obliged) to remove or edit any Information or content of this Service. We assume no liability for any Information of a defamatory, obscene or indecent, infringing nature, or any unlawful Information or material that may be posted on this Service, or for any all third party links (“Third Party Links”) made available via the Service that may contain information or material of such nature.

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We specifically deny you permission to hyperlink or provide references to this Service, unless you are allowed to do so under a separate written agreement with us. You are also denied permission to use any trademarked or copyrighted material found on this Service to provide such hyperlinks or references, unless you are allowed to do so under a separate written agreement with us. We bore no responsibility for sites that provide hyperlinks or references to this Service unless those sites are operated by us.

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You agree that you will not misuse the Service. "Misuse" includes, but is not limited to, using the Service to do any of the following:
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2. Abuse, defame, harass, stalk, threaten, or otherwise violate the legal rights of any person including but not limited to rights of privacy and publicity.

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4. Download or upload files that contain materials, including but not limited to software that violate the intellectual property, privacy, or publicity rights of others unless you own, control, or have been authorized to exercise such rights.

5. Misrepresent or omit the origin or source of any file you download or upload.

6. Use a false e-mail address, impersonate any person or entity, or otherwise mislead the public as to the origin of any information that you provide.

7. Download or upload files that do not contain the posted proprietary language, author attributions, and/or copyright, patent, or trademark notices.

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11. Distribute chain letters, or advertise with respect to any Ponzi scheme or pyramid scheme.

12. Advertise or offer to sell any business opportunities, direct sales opportunities, employment, independent contractor positions, multi-level marketing opportunities, or securities.

13. Post, send, or otherwise disclose confidential information, trade secrets, or other confidential and/or protected proprietary data of any entity or person.

14. Download or upload files that you know, or reasonably should know, cannot be legally distributed through this Service.

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16. Copy or create derivative works from, or display, distribute, license, perform, publish, recreate, reproduce, sell, transfer, or transmit any information, products, services, or software obtained by, from, or through the Service.

17. Monitor or copy any content of this Service by using any manual process, or any third party application including robot, spider, or other automatic device, without first obtaining our prior written consent.

18. Engage in any other conduct that is, or that we deem to be, in conflict with these Terms of Use.

Access of the Service for any such Misuses or other similar purposes is an unauthorized use of the Service and may result in immediate suspension or termination of your account.

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PRIVACY

IATA collects and uses personal information in the context of the use of the Service in applicable of the terms and conditions of the IATA/IATAN Travel Agent ID Card Cardholder Agreement.

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Other Terms

The titles in these Terms of Use are provided only for your convenience and are not to be used in interpreting the Terms of Use.

These Terms of Use constitutes the entire agreement governing your access to, dealings with, and use of the Service.

Any failure to assert any rights that we or you may have under these Terms of Use does not constitute a waiver of our rights to assert the same or any other right at any other time or against any other person or entity.

If any provision of these Terms of Use is found to be invalid or unenforceable, then the invalid or unenforceable provision will be stricken from these Terms of Use without affecting the validity or enforceability of any other provision.

These Terms of Use shall be governed by the laws of the Province of Quebec, Canada, and the laws of Canada applicable therein, as if they were a contract wholly entered into and wholly performed within the Province of Quebec, without reference to choice of law provisions.

You irrevocably agree to submit to personal jurisdiction and venue of the courts sitting in Montreal, Quebec, Canada.