

1. Definitions and Interpretation

1.1 Definitions

In these terms and conditions, unless the context otherwise requires:

Agreement means the agreement constituted between INT TERMINAL LLC and the Agent comprising these terms and conditions and any applicable products.

Booking Sites means websites for online travel agents, global distribution services, wholesale travel agents and others through which a potential customer can view, compare or reserve airfare and related goods and services.

Business Day means a day that is not a Saturday, Sunday or federal public holiday.

Confidential Information of a party means any information marked as confidential or which by its nature the other party knows or ought to know is confidential (regardless of the form of the information and when it was acquired) and includes trade secrets, technical knowledge, concepts, designs, plans, precedents, processes, methods, techniques, knowhow, innovations, ideas, procedures, research data, financial data, databases, personnel data, computer software and programs, Agent and supplier information, correspondence and letters and papers of every description including all copies or extracts of same relating to the affairs or business of the party.

Consequential Loss means:

1. loss of revenue, loss of profits, loss of anticipated revenue or profits, or loss of (or failure to achieve) anticipated savings;
2. loss of actual or potential opportunities or loss of contracts;
3. loss of or damage to goodwill or reputation;
4. loss arising from damage to credit rating or increased financing costs;
5. loss of data or corruption of data;
6. loss arising from business interruption or loss or damage resulting from wasted managed time; or
7. any indirect, special, economic, incidental or consequential loss or damage, howsoever arising, whether based in contract (including under any indemnity), in tort (including negligence), in equity, under the provisions of any law or otherwise.

Agent Software Application means any software used by the Agent to manage bookings, including any property management system or central reservation system, but excluding any INT TERMINAL LLC Software.

Agent Users means officers, employees, agents, contractors or representatives of the Travel Agent or Agency represented.

Cardholder means non-consumer or consumer customer to whom a payment card is issued.

Cardholder Data means, at a minimum, the full PAN, plus any of the following: cardholder name, expiration date, service code, billing information

End User means a person who acquires a service from the Agent or Agency represented that is a resupplied version or a derived version of a Product or Service supplied to the Agent by INT TERMINAL LLC .

End User Details means all information about the End Users in the Agent's possession or control including, but not limited to: full name, billing address, street address and, if applicable, details of ordered and supplied Services.

Fault means any fault which renders a product unusable.

Fees means the fees payable by the Agent to INT TERMINAL LLC for Products or Services provided under this Agreement.

Force Majeure Event means any act, event or cause which prevents a party from performing, or delays the performance of, any of its obligations under this Agreement, to the extent that the act, event or cause is beyond the reasonable control of the affected party, including (without limitation):

1. forces of nature, any act of God, fire, storm or explosion;
2. any strike, lockout, industrial action, war, sabotage, riot, act of terrorism, any denial of service attack, insurrection, civil commotion, national emergency (whether in fact or in law), power shortage, epidemic, quarantine, radiation or radioactive contamination;
3. any action or inaction by any organ of government or government agency;
4. a change in any law including any new law;
5. a breakdown of plant, machinery or equipment, telecommunications failure or shortages of labour, transportation, fuel, power or plant, machinery, equipment or material (including short supply from the regular source or supplier); or
6. a Supplier Failure.

Government Agency means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organization established under statute.

Passenger means a person (to be) listed on the airline tickets.

Airline Data means all data relating to Agent's airfare, including (without limitation) fares, fare types, availability, restrictions, passenger data, bookings, images and content.

Insolvency Event means in relation to a party:

1. a receiver, receiver and manager, trustee, administrator, other controller or similar official is appointed over any of the assets or undertaking of the party;
2. the party suspends payment of its debts generally;

3. the party is or becomes unable to pay its debts when they are due;
4. the party enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
5. the party ceases to carry on business or threatens to cease to carry on business;
6. a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, an administrator;
7. an application or order is made for the winding up or dissolution of the other party, or a resolution is passed, or any steps are taken to pass a resolution, for the winding up or dissolution of the other party, otherwise than for the purpose of an amalgamation or reconstruction that has the prior written consent of the first party; or
8. a party is presumed to be insolvent within the meaning of any applicable statute or regulation, or threatens to do any of (a) – (g);
9. any similar or corresponding application or process is made, planned or threatened in any other jurisdiction in which the Services are provided or the Agent is located.

Intellectual Property Rights means all intellectual property rights, including the following rights:

1. patents, copyright, registered and unregistered designs, trade marks, domain names, business names and any right to have confidential information kept confidential; and
2. any application or right to apply for registration of any of the rights referred to in paragraph (a).

Interest Rate means __Prime Rate____

Product means a product supplied by INT TERMINAL LLC including (without limitation)

Registration Form means the application form to use a Product available on the Website.

INT TERMINAL LLC means:

INT TERMINAL LLC Infrastructure means any property or equipment (including computer hardware and software, electronic interfaces, platforms, databases, text, images, sounds, videos and other content) owned or used by INT TERMINAL LLC which enable the Agent to access or use the Products.

INT TERMINAL LLC Software means all software in the Products and/or INT TERMINAL LLC Infrastructure.

Supplier Failure means a failure of any equipment, product or service supplied to INT TERMINAL LLC by a third party which is required by INT TERMINAL LLC to perform its obligations under this Agreement.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

1. the singular includes the plural and conversely;
2. a gender includes all genders;
a reference to a person includes a body corporate, an unincorporated body, enterprise, firm, trust, joint venture, syndicate or other entity and conversely;
3. a reference to a clause or schedule is to a clause of or schedule to this agreement;
4. a reference to any party to this agreement or any other agreement or document includes the party's successors and permitted assigns;
5. a reference to any legislation or to any provision of any legislation includes any amendment, consolidation or replacement of it, and all regulations and statutory instruments issued under it;
6. a reference to conduct includes, without limitation, any omission, statement or undertaking, whether or not in writing;
7. a reference to a party is a party to this agreement or any person who executes a deed of accession to this agreement;
8. If any payment by a party under this agreement is due on a day which is not a Business Day, the due date will be the next Business Day in the same calendar month or, if none, the preceding Business Day; and
9. if an obligation must be performed by 2 or more persons it binds them jointly and individually.

2. Term and application of agreement

2.1 Term

This Agreement commences on the earlier of:

1. the first date the Agent clicks "I agree to the web terms and conditions" button on the Website accepting these terms and conditions;
2. the issue to the Agent of a username and password by INT TERMINAL LLC
; or
3. the Agent's first use of a Product or Service

2.2 Termination

This Agreement continues to apply as long as INT TERMINAL LLC continues to provide one or more Products or Services to the Agent, or otherwise terminated in accordance with clause 12.

3. Supply of Services

3.1 Grant of License

INT TERMINAL LLC grants the Agent a non-exclusive, non-transferable, worldwide, revocable, royalty-free license to use such INT TERMINAL LLC

Intellectual Property as is required to access the INT TERMINAL LLC Infrastructure and use the Products, subject to these terms and conditions, for the duration of the Term.

3.2 Use of Products and Services

The license in clause 3.1 is granted subject to the following conditions:

1. the Products, INT TERMINAL LLC Software and INT TERMINAL LLC Infrastructure are for the Agent's sole and exclusive use and may only be used as permitted under this Agreement;
2. the Products must not be used to provide, in whole or in part, any service or functionality which competes with INT TERMINAL LLC 's Products or business;
3. the Agent must not reproduce or copy the INT TERMINAL LLC Software in whole or in part except for backup and archive purposes;
4. the Agent must not use the INT TERMINAL LLC Products or INT TERMINAL LLC Infrastructure for any purpose other than the purpose for which it is supplied under this Agreement, including (without limitation):
 1. for any improper or unlawful purpose;
 2. to create for the purpose of, or in a manner that transmits, publishes or communicates material which is defamatory, offensive, abusive, indecent, discriminatory, menacing, unwanted, in breach of confidence, illegal or which brings INT TERMINAL LLC or any of INT TERMINAL LLC 's agents into disrepute;
 3. in any way which damages or interferes with INT TERMINAL LLC Infrastructure or the supply of the Service to other INT TERMINAL LLC Agents;
 4. to host or transmit information which contains viruses or other harmful code or data designed to interrupt, damage, destroy or limit the functionality of any software, hardware or equipment; or
 5. for any benchmarking or competitive purpose or to develop a similar or competitive product.

3.3 Service Warranties

INT TERMINAL LLC represents and warrants that:

1. the Services will be supplied and supported by appropriately qualified and trained personnel acting with due skill, care and diligence;
2. it holds and has complied with all permits, licenses and other governmental authorizations necessary for conducting, carrying out and continuing its operations and business and it owns, controls or has obtained any and all necessary rights, licenses, permits and clearances required to provide the Services;

3.4 No reverse engineering

The Agent must not, and must ensure that any Agent User, End User or other third party to whom access has been granted by the Agent does not, modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the INT TERMINAL LLC Software.

3.5 Suspension or termination for breach

INT TERMINAL LLC may suspend or terminate access to any Products or Services in the event of any breach or suspected breach of this clause 3.

3.6 Registration Form

1. Prior to commencing the use or trial of a Product, the Agent must complete and submit a Registration Form
2. By lodging the Registration Form the Agent acknowledges that it has read, and agrees to comply with, these terms and conditions.

3.7 Application review and verification of identity

The Agent acknowledges that in assessing the application, INT TERMINAL LLC may request additional information to verify the Agent's identity and the size and scale its business, from the Agent or a third party (for example, a credit agency). The Agent expressly agrees to provide any information reasonably required for that purpose and authorizes INT TERMINAL LLC to contact any such third party to obtain relevant information.

3.8 Username and password

Once INT TERMINAL LLC has approved the Agent's application, the Agent will create a username and password to access the applicable Products. The Agent must not disclose the username or password to any person without the express authorization of INT TERMINAL LLC .

3.9 Username Security

The Agent must maintain adequate security to ensure that no unauthorized person gains access to its username and password. The Agent is solely liable for any data input into the INT TERMINAL LLC Infrastructure by any person using the Agent's assigned username and password (whether authorized or not). INT TERMINAL LLC expressly disclaims any liability in respect of any loss or damage suffered or incurred by the Agent as a result of incorrect data input into the INT TERMINAL LLC Infrastructure or use of the Products by any person using the Agent username and password and indemnifies INT TERMINAL LLC in respect of any loss liability incurred by INT TERMINAL LLC in respect of any unauthorized use or access.

4. Fees and Payment

4.1 Credit Card Payment Agreement

Travel Agent and the Agency represented will exercise due diligence in verifying the Cardholder's identity and signature, and securing proper authorization from the Cardholder for the transaction. INT TERMINAL LLC requires that you obtain a credit card copy and charge form for every transaction, signed by the cardholder. The charge form authorization should also include "change and cancel penalties apply" and the dollar amount. Travel Agent must provide INT TERMINAL LLC with a copy of the Travel Agent's charge form or cardholder's written authority upon request. All credit cards must have verifiable cardholder information. Submitting the credit card does not automatically guarantee "ticketing". INT TERMINAL LLC reserves the right to rescind a purchase for unverifiable cardholder information. When certain transactions are determined to be high-risk by INT TERMINAL LLC, will not process such transactions unless our credit card verification team has determined that it's safe to process them. In order to establish validity of such transactions, we may contact you or your bank.

4.2 Invoicing and payment

INT TERMINAL LLC must invoice the Agent monthly for Fees due under this Agreement in respect of Services to be provided in that month. The Agent must pay the invoiced Fees within 7 days of the invoice date in cleared funds without set-off, counterclaim or deduction of any kind including in respect of taxes, levies, imports, duties, charges (including intermediary bank charges) or fees.

4.3 Disputed invoices

1. If the Agent disputes any part of an invoice submitted by INT TERMINAL LLC, the Agent must notify INT TERMINAL LLC in writing within 7 days of receipt of the invoice of the reasons for disputing the invoice and pay the undisputed amount on or before the due date for payment. If the Agent does not notify INT TERMINAL LLC within 7 days of receipt of the invoice the Agent will be deemed to have accepted the invoice as accurate.
2. The parties must endeavor to resolve the disputed amount between themselves within 10 days of the notification being given by the Agent. If the parties do not resolve the dispute within 10 days of notification in writing by the Agent, the dispute resolution procedure set out in clause 17 applies.

4.4 Suspension for non-payment

INT TERMINAL LLC may suspend overdue accounts without notice to the Agent.

5. Agent's Obligations

5.1 Use of Products

The Agent must:

1. maintain the necessary infrastructure to support the provision of the Services;
2. comply with any operational procedures and maintain any technical specifications and documentation provided by INT TERMINAL LLC , or other reasonable directions given by INT TERMINAL LLC from time to time in relation to the Products;
3. comply with any applicable law and the requirements or directions of Government Agencies;
4. provide INT TERMINAL LLC with all information, assistance and co-operation reasonably requested by INT TERMINAL LLC in order to enable INT TERMINAL LLC to meet its obligations under this Agreement;
5. not do, or omit to do, anything which the Agent is aware or ought reasonably to be aware, could have an adverse effect on the operation or maintenance of the Products or INT TERMINAL LLC Infrastructure;
6. provide INT TERMINAL LLC and its contractors, agents and employees with prompt access to the Agent Software Application and to the Agent's personnel, equipment, data and information as is reasonably required to enable INT TERMINAL LLC to provide the Services.

5.2 Site Content

The Agent is solely liable for all data uploaded into the INT TERMINAL LLC Infrastructure and must ensure that all information and content provided is accurate and up to date. INT TERMINAL LLC expressly disclaims any liability resulting from the publication of any inaccurate, defamatory, false or misleading information and the Agent indemnifies INT TERMINAL LLC in respect of any loss, cost, damage or other liability incurred as a result of such data being included or available in a Product.

6. Maintenance and Suspension

6.1 Maintenance

1. INT TERMINAL LLC may perform scheduled and unscheduled maintenance or perform updates in relation to the INT TERMINAL LLC Infrastructure, the Products or the Third Party Software from time to time.
2. INT TERMINAL LLC will use its reasonable efforts to give the Agent notice undertaking any scheduled maintenance and will use reasonable endeavors to perform all scheduled maintenance at times likely to minimize interference to the Agent. If INT TERMINAL LLC is required to perform unscheduled or urgent maintenance, then INT TERMINAL LLC will use reasonable efforts to provide prior notice to the Agent however the Agent accepts that such prior notice may not always be possible.

6.2 Suspension by INT TERMINAL LLC

INT TERMINAL LLC may, upon reasonable notice, without liability and with immediate effect suspend a Service for as long as INT TERMINAL LLC, acting reasonably, considers it necessary to comply with any law, protect any person, or equipment, or enable authorized persons to attend to any emergency, or to prevent any flooding of data or other action of the Agent or End Users which is causing INT TERMINAL LLC Infrastructure to perform at a reduced level.

7. Support

7.1 Support

The INT TERMINAL LLC support team will deal directly with the Agent's centralized support function regarding basic configuration changes for accommodation providers and otherwise will provide basic support enquiries during local business hours.

8. Fault reporting and restoration

8.1 Fault reporting

1. The Agent must report any Faults in relation to Services to the INT TERMINAL LLC via chat or phone call as soon as reasonably practicable after it becomes aware of them.
2. Before reporting a Fault, the Agent should take all reasonable steps to ensure that the Fault is with the Service and not caused by any the Agent Software Applications or any Agent content or equipment.
3. INT TERMINAL LLC is not responsible for rectifying Faults where the Fault arises in or is caused by its Third Party Software Licensors or Third Party Software outside of INT TERMINAL LLC's reasonable control, but INT TERMINAL LLC will request that Third Party Software Licensors rectify such Faults, or where the Fault is with the Agent's Booking Site.
4. The Agent is responsible for repairing faults relating to any Agent Software Applications, content or equipment.

9. Personal Information and Privacy

9.1 Personal Information

To the extent that Personal Information is collected, used, handled, processed and/or transferred under this Agreement, each party must:

1. comply with the applicable Data Protection Requirements; and
2. obtain all necessary rights and consents required to comply with the applicable Data Protection Requirements and only use or disclose Personal Information obtained during the course of performing this Agreement for the purposes of this Agreement;

3. not process or transfer Personal Information outside the relevant jurisdiction to any third party without the other party's prior written consent.

9.2 Use and disclosure of Personal Information

The Agent consents to the collection, use and storage of Personal Information of the Agent, Agent Users and Guests:

1. for purposes relating to the supply of the Services to the Agent, including:
 1. billing and account management;
 2. product and service development;
 3. managing the Agent's relationship with INT TERMINAL LLC ;
 4. marketing INT TERMINAL LLC 's Services to the Agent;
 5. transferring data to and from Booking Sites;
2. and to the disclosure of Personal Information of the Agent, Agent Users and Guests:
 1. to a Government Agency to assist in the investigation of crime or the enforcement of any laws;
 2. to any third party as required by law; and
 3. to Booking Sites or other INT TERMINAL LLC suppliers; and
3. otherwise, and in each case, in accordance with INT TERMINAL LLC 's privacy policy, available at the Website;
4. and must obtain any consents or permissions necessary to enable this use of Personal Information.

9.3 Privacy Policy

INT TERMINAL LLC must at all times comply with its Privacy Policy, available on the Website.

10. Confidentiality

10.1 Confidentiality Obligation

Each party (**Recipient**) which receives Confidential Information of the other party (**Disclosing Party**) under this Agreement acknowledges that all Confidential Information provided to it or to which it is exposed is confidential to the Disclosing Party.

10.2 Loss suffered

The Recipient acknowledges and agrees that the Confidential Information is, by virtue of its special nature, valuable property of the Disclosing Party and that the Disclosing Party may suffer damage or loss by any disclosure by the Recipient of the Confidential Information.

10.3 Non-Disclosure

The Recipient must:

1. treat all Confidential Information as confidential and not make public or disclose to any other person that Confidential Information unless it has first obtained the written consent of Disclosing Party to do so;
2. prevent third parties from gaining access to the Confidential Information; and
3. deliver and surrender to Disclosing Party upon request all records of Confidential Information held by it.

10.4 Disclosure Required

The Recipient may disclose Confidential Information if required to do so by a Government Agency or any law or court order, or the rules of any applicable securities exchange after first giving notice to Disclosing Party and after taking all practicable steps to cooperate with Disclosing Party to prevent the disclosure to the maximum extent permitted by law.

10.5 Permitted Disclosure

Each party may disclose Confidential Information to any of its employees, contractors, or advisers on a need to know basis as long as each such recipient is bound by an obligation of confidence substantially the same as contained in this Agreement.

10.6 Reference to Agent

INT TERMINAL LLC may acknowledge that the Agent is a Agent of INT TERMINAL LLC and use the Agent's logo (in accordance with Agent's reasonable guidelines provided by the Agent to INT TERMINAL LLC) in any press release, marketing, sales, or stock exchange reporting materials. Any other reference to the Agent by INT TERMINAL LLC requires the Agent's prior written consent.

11. Intellectual Property Rights

11.1 Ownership of Intellectual Property Rights

1. All Intellectual Property Rights which are owned by either party as at the date of this Agreement will at all times remain owned by that party exclusively and nothing in this Agreement may be construed as transferring outright the ownership of the Intellectual Property of one party to another.
2. Except as expressly provided, nothing in this Agreement confers on the Agent any right or interest in, or license to use, INT TERMINAL LLC 's Intellectual Property Rights.

11.2 Warranty limitation

1. INT TERMINAL LLC provides the INT TERMINAL LLC Software and Services "as is" and without any warranty or condition, express, implied or statutory to the maximum extent permitted by law. INT TERMINAL LLC , its related companies, officers, employees, its licensors and its suppliers specifically disclaim any implied warranties of title, merchantability, fitness

for a particular purpose and non-infringement to the maximum extent permitted by law.

2. INT TERMINAL LLC does not guarantee continuous, uninterrupted access to INT TERMINAL LLC Software and related services, and operation of the INT TERMINAL LLC Software and the Website may be interfered with by numerous factors outside of our control. The Agent is responsible for implementing appropriate security processes, systems and procedures to protect itself from the download of any virus, worms, Trojan horses or other code that has contaminating or destructive qualities. INT TERMINAL LLC does not guarantee or warrant that any file the Agent downloads from INT TERMINAL LLC or which we deliver will be free of malware.

11.3 Agent undertakings

The Agent acknowledges and agrees:

1. INT TERMINAL LLC Software is Confidential Information of INT TERMINAL LLC and the Agent must not use or disclose any Confidential Information without INT TERMINAL LLC 's prior written consent;
2. it will not attempt to assign, transfer, lease or rent the INT TERMINAL LLC Software to any third party;
3. it will not attempt to modify or create any derivative work of the INT TERMINAL LLC Software;
4. it will not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the INT TERMINAL LLC Software;
5. it will not reverse assemble, disassemble, reverse engineer or otherwise attempt to derive source code, the underlying ideas, algorithms, structure or organization of the INT TERMINAL LLC Software; and
6. it will indemnify and hold INT TERMINAL LLC harmless from all claims of whatever nature and howsoever arising made by any third party arising from any improper, unlawful or unauthorized use or dealing by the Agent or the End Users with the INT TERMINAL LLC Software.

11.4 License to use Airline Data

The Agent grants INT TERMINAL LLC the right to use its Airline Data.

12. Termination

12.1 Term and termination

This Agreement remains in force for the duration of the Term unless earlier terminated in accordance with this clause 12.

12.2 Termination

Either party may terminate this Agreement:

1. if the other party has committed a material breach of this Agreement and either:

1. the breach is not remedied within 14 days of the date written notice of the breach is served on the breaching party; or
2. the breach is not capable of remedy.

For the purposes of this clause 12.2(a) a failure to pay any amount on the due date for payment is a material breach.

1. if the other party suffers an Insolvency Event;
2. in accordance with clause 14.2, if a Force Majeure Event occurs;
3. at any time by giving the other party 30 days written notice.

12.3 INT TERMINAL LLC Termination

INT TERMINAL LLC may terminate this Agreement immediately:

1. if a Third Party Licensor terminates any required Third Party as a result of breach by the Agent; or
2. under clause 3.6 for breach of any licensing condition.

12.4 Failure to pay

In addition to the right to terminate this Agreement under clause 12.2(a), if the Agent fails to make a payment due under this Agreement when called upon to do so, INT TERMINAL LLC may do any one or more of the following either instead of, or in addition to, terminating the Agreement:

1. charge the Agent interest on the overdue amount from the due date for payment up to the date of actual payment at the Interest Rate;
2. suspend the provision of the Services until all amounts due have been paid (including any interest);
3. charge and invoice the Agent for the Termination Fee under clause 12.4;
4. use or disclose any Personal Information collected and recorded in relation to the Agent to a third party to assist INT TERMINAL LLC in the process of debt recovery.

14.Actions on Terminations

On termination of this Agreement:

1. all unpaid sums owing by each party will immediately become due and payable to the other party;
2. in addition to any other rights it may have, INT TERMINAL LLC may invoice the Agent in respect of any Services provided prior to the date of termination which have not been invoiced;
3. the Agent must immediately return to INT TERMINAL LLC all Confidential Information of INT TERMINAL LLC, all access codes and keys of any type and any other materials in the Agent's possession relating to INT TERMINAL LLC Products or Services.

14. Force Majeure

14.1 No liability

Where any failure or delay by a party (**Affected Party**) in the performance of its obligations (excluding payment obligations) under this Agreement is caused, directly or indirectly, by a Force Majeure Event:

1. the Affected Party must as soon as practicable give the other party written notice of that fact;
2. the Affected Party is not liable for that failure or delay; and
3. the Affected Party's obligations under this Agreement is suspended, to the extent to which they are affected by the relevant Force Majeure Event, for the duration of the Force Majeure Event.

14.2 Termination for Force Majeure Event

If the Force Majeure Event continues for more than 30 consecutive days and while it continues, either party may terminate this Agreement by giving written notice to the other.

15. Limitation of liability

15.1 No Consequential Loss

Unless expressly stated to the contrary in this Agreement, neither party is liable to the other for any Consequential Loss however caused in connection with or related to this Agreement or the otherwise in respect of the Services.

15.2 No implied terms

All terms, conditions or warranties which may be implied into this Agreement are excluded to the fullest extent permitted by law.

15.3 Resupply of Services

Where legislation implies in this Agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty is deemed to be included. The liability of INT TERMINAL LLC for any breach of such condition or warranty is limited, at the option of INT TERMINAL LLC, to one or more of the following:

1. if the breach relates to goods:
 1. the replacement of the goods or the supply of equivalent goods;
 2. the repair of such goods;
 3. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 4. the payment of the cost of having the goods repaired; and
2. if the breach relates to services:
 1. the supplying of the services again; or
 2. the payment of the cost of having the services supplied again.

15.4 Limitation of liability

1. INT TERMINAL LLC 's total aggregate liability in respect of all claims made under this Agreement (including in respect of any claims in tort or negligence) is limited to the total Fees paid by the Agent in the preceding 12 months.
2. The limitations of liability in this clause do not apply to any liability arising as a result of the death or personal injury of a person, or damage to personal property, caused in each case by INT TERMINAL LLC or its employees.

16. Indemnity

16.1 Indemnity

INT TERMINAL LLC indemnifies and will and hold the Agent and its Related Bodies Corporate, directors, officers, employees and agents harmless from and against all losses, damages, liabilities, claims and expenses incurred (including but not limited to reasonable legal costs and defense or settlement costs) arising as a result of any claim that the INT TERMINAL LLC Software, or the Agent's use of the INT TERMINAL LLC Software, infringes, or allegedly infringes, the Intellectual Property Rights of a third party (**Indemnity Claim**).

16.2 Notification

INT TERMINAL LLC has no liability in respect of an Indemnity Claim under clause 16.1 unless the Agent complies with the following conditions:

1. as soon as reasonably practicable after becoming aware of an Indemnity Claim and in any event within 5 Business Days, the Agent must notify INT TERMINAL LLC in writing, providing details of the Indemnity Claim;
2. the Agent must make no admission of liability;
3. the Agent must assign absolutely to INT TERMINAL LLC the right to defend or compromise any claim, acting in its absolute discretion.

17. Disputes

17.1 Dispute resolution prior to litigation

The parties must exhaust the following provisions before initiating any legal proceedings in court.

1. When a dispute arises, the disputing party must give a notice in writing to the other party setting out in reasonable detail the nature of the dispute.
2. The parties must use reasonable endeavors and act in good faith to resolve the dispute notified under clause (a) by negotiation between a senior manager of each of them.

3. If senior managers of the parties have not resolved any dispute within 20 Business Days of notification of the dispute, the dispute must be escalated to the CEO of each party for resolution.
4. If the CEOs of the parties fail to resolve the dispute within a further 20 Business Days of notification of the dispute, either party may take such additional action as it deems necessary to resolve the dispute, including initiating legal proceedings.

17.2 Interlocutory relief

Nothing in this clause 17 prevents any party from seeking urgent interlocutory relief from a court at any time.

18. Additional Resupply Terms

18.1 Resupply

This clause 18 applies only to Agents who resupply Products or Services.

18.2 End Users

1. The Agent represents and warrants that it has the experience, capacity and resources to carry out its obligations under this Agreement, including providing required support to End Users with a high level of professionalism and in a timely and efficient manner.
2. The Agent must:
 1. only use the Products for its own internal business use or to supply services to End Users using in whole or in part, the Services and not mix, combine or use any other services or products in combination with the Products;
 2. ensure that it has obtained consent from the End User:
 1. to disclose the End User Details to INT TERMINAL LLC and any relevant supplier; and
 2. for INT TERMINAL LLC and any relevant supplier to use the End User Details to the extent necessary or desirable in connection with the supply of the Products;
 3. provide and manage all services provided to an End User including billing and collection of payments;
 4. exclusively manage the relationship between the Agent and its End Users including (without limitation) providing technical support to the End Users without the involvement of INT TERMINAL LLC, and expressly ensuring that End Users do not contact INT TERMINAL LLC;
 5. maintain facilities and staff sufficient to provide the support services to the End Users immediately notify INT TERMINAL LLC of any defect in any of the Products of which it becomes aware;

6. comply and take reasonable steps to ensure that all of its personnel comply at all times with any current operations manual issued by INT TERMINAL LLC and any other reasonable directions given by INT TERMINAL LLC from time to time in relation to the promotion, sale and use of the Products;
7. not:
 1. bring INT TERMINAL LLC 's reputation or brand into disrepute; or
 2. compromise the integrity or security of the INT TERMINAL LLC Infrastructure or INT TERMINAL LLC Software.

18.3 Agent Acknowledgment

The Agent:

1. must not make any representation or give any warranty in relation to any Service that is inconsistent with written materials supplied by INT TERMINAL LLC for that purpose other than as expressly authorized in writing by INT TERMINAL LLC ;
2. acknowledges that the supply of Services to the Agent under this Agreement is non-exclusive.

18.4 End User liability

1. The Agent is solely liable for any dispute raised by any End Users in relation to the provision of any Products or Services by the Agent to those End Users, including in relation to any service level breach. Other than as expressly provided in this Agreement, INT TERMINAL LLC disclaims any liability which may arise either on the part of the Agent or an End User as a result of the use of a Product or Service by an End User or any related or ancillary claim.
2. The Agent indemnifies INT TERMINAL LLC in respect of all losses, damages, liability, claims and expenses incurred (including but not limited to reasonable legal costs and defense or settlement costs) arising as a result of any claim or demand by any persons relating to the resupply of the Services to End Users, including a claim or demand made against INT TERMINAL LLC by an End User.

18.5 Branding and use of Name

The Agent must not use INT TERMINAL LLC 's logo or refer to INT TERMINAL LLC except with INT TERMINAL LLC 's prior written consent in accordance with any directions or guidelines provided by INT TERMINAL LLC .

19. General

19.1 No assignment

Neither party may assign, charge or deal with any its rights and obligations under this Agreement or attempt or purport to do so, without the prior written

consent of the other party, which must not be unreasonably withheld or delayed.

19.2 Change in Control

If a change in Control occurs in respect of the Agent or the Agent sells a property which is receiving Services under this Agreement, INT TERMINAL LLC may terminate the Agreement, or the provision of any Service, at any time without notice. If the Agent wishes to transfer the Agreement to a new owner of its business or property, it must make a request in writing to INT TERMINAL LLC to do so. The Agent remains liable under this Agreement until INT TERMINAL LLC agrees in writing to such a transfer.

19.3 Affiliations

Affiliates or employees of Ethan Screnock companies or of companies affiliated with Ethan Screnock Companies

If you are an employee or affiliate of Techtrav, Fly My Group, or any company owned or operated by Ethan Screnock, or are employed by or affiliated with a company that is affiliated with a company owned or operated by Ethan Screnock, you are prohibited from using this site in any way or for any purpose according to *Craigslist Inc. v. 3Taps Inc.*, 942 F.Supp.2d 962 (N.D. Cal. 2013) ruling on the CFAA. Any legal fees resulting from litigation relating to a violation would be paid for by the user of this site.

19.4 Notices

1. A notice or other communication required or permitted to be given by one party to another must be in writing and:
 1. delivered personally;
 2. sent by pre-paid mail to the address of the addressee specified in this Agreement;
 3. sent by facsimile transmission to the facsimile number of the addressee with acknowledgment of receipt from the facsimile machine of the addressee; or
 4. sent by email to an email address previously used or advised by the other party.
2. A notice or other communication is taken to have been given:
 1. If delivered personally, immediately upon delivery;
 2. if mailed, on the second Business Day after posting;
 3. if sent by facsimile before 4pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
 4. if emailed, on the date sent, unless the recipient is able to demonstrate that the email failed to be delivered.

3. A party may change its address for service by giving notice of that change in writing to the other parties.
4. The parties' respective contact details for notification under this Agreement are as set out in the Parties section above.

19.5 Governing law and jurisdiction

1. These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the State of Minnesota applicable to agreements made and to be entirely performed within the state of Minnesota, without regard to its conflict of law principles.

19.6 Variation

Except to the extent expressly provided in this Agreement, this Agreement may not be amended or varied except in writing signed by both parties.

19.7 Counterparts and facsimile signatures

1. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
2. The transmission by a party:
 1. by email, fax or other electronic means of an executed copy of this Agreement; or
 2. the electronic execution and transmission by any generally accepted and secure means of affixing electronic signatures,

will be deemed proof of signature of the original for the purposes of constituting a binding agreement between the parties, and the signed copy or electronic copy so transmitted will be deemed the original for the purposes of this Agreement.

19.9 Joint and Several liability

If the Agent enters this Agreement on behalf of more than one party, such that multiple parties receive Services under this Agreement, each party shall be jointly and severally liable in respect of all Services so provided.

19.10 Whole agreement

In relation to the subject matter of this Agreement:

1. these terms and conditions, any relevant products are together taken to be the whole agreement between the parties; and
2. supersede all oral and written communications by or on behalf of any of the parties in relation to the subject matter of this Agreement.

19.11 No reliance on warranties and representations

In entering into this Agreement, each party acknowledges that:

1. it has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this Agreement other than as expressly stated in this Agreement or relevant products.
2. it has relied entirely on its own enquiries in relation to the subject matter of this Agreement.

19.12 Survivability

1. Subject to any provision to the contrary, this Agreement will endure to the benefit of and be binding upon the Parties and their successors, trustees, permitted assigns or receivers but will not endure to the benefit of any other persons.
2. The covenants, conditions and provisions of this Agreement which are capable of having effect after the expiration of this Agreement will remain in full force and effect following the expiration of this Agreement.
3. Each indemnity in this Agreement survives the expiry or termination of this document.

19.13 Severance

If any part of this Agreement is legally unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force.

19.14 No merger

Nothing in this Agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that INT TERMINAL LLC may have against the Agent or any other person at any time.

19.15 Consents and approvals

1. Where this Agreement gives INT TERMINAL LLC a right or power to consent or approve in relation to a matter under this Agreement, INT TERMINAL LLC may withhold any consent or approval or give consent or approval conditionally or unconditionally and in its absolute discretion. The party seeking consent or approval must comply with any conditions INT TERMINAL LLC imposes on its consent or approval.
2. The Agent warrants it has and will maintain the power and authority and has obtained and will comply with all necessary licenses and consents, necessary for it to enter into this Agreement and obtain and utilize the Services.

19.16 Relationship

The parties agree that this Agreement does not create any relationship of partnership or employment, franchise, joint venture or agency and that INT TERMINAL LLC is an independent contractor.

Version 2018.04.01

CREDIT CARD AGREEMENT

In order to provide you with further protection, when certain transactions are determined to be high-risk by our systems, we will not process such transactions unless our credit card verification team has determined that it's safe to process them. In order to establish validity of such transactions, we may contact you or your bank.

CREDIT/DEBIT CARD PAYMENTS

1. All credit cards must have a verifiable US Billing Address.
2. All bookings and fares are not guaranteed until ticketed by the supplier.
3. When you submit a credit or debit card for a purchase, we request an authorization for the amount of your anticipated transaction (placing a temporary "hold" on the funds). If for some reason we are unable to confirm your booking, you will not be charged and we will request that such hold be released by your credit or debit card bank; until then, funds subject to the hold will not be available to you for other purposes.
4. If your credit card is declined for any reason, we will notify you within 72 hours. Simply submitting the credit card does not automatically guarantee ticketing.
5. INT TERMINAL LLC bears no responsibility in the event your credit or debit card is not approved or charged.
6. There can be many reasons why your credit or debit card may not have been approved or charged. Examples of these maybe: airline could not confirm the booking, fare increased since payment information was submitted and prior to ticketing; or sufficient funds not available on the credit card. In such instances where the fare may have increased, you will be provided with alternate options and you have the right to cancel the booking at no cost to you. When the booking is ticketed at the cost originally quoted to you the ticket becomes non-refundable and non-cancellable.
7. **INT TERMINAL LLC** uses stringent safety measures for credit card payment processing. Fraudulent transactions, if any, are reported to airport security, airlines and other federal and state law enforcement.
8. You agree to be liable for any and all credit card payments and you agree not to dispute charges after the purchase has been made and your tickets and/or other products have been delivered by email confirmation or have been shipped to you. You agree to reimburse **INT TERMINAL LLC** in

cases of charge back or credit card disputes where you have genuinely purchased a service on our website.

9. Online credit card transactions are authorized at the time a user or anyone acting on their behalf accepts these Terms & Conditions and continues with the purchase. This includes 3rd party credit cards where you are purchasing on behalf of your clients, the passengers.
10. When certain transactions are determined to be high risk by our systems, we will not process such transactions unless our credit card verification team has determined that it's safe to process them. In order to establish validity of such transactions, we may contact you or your bank.

CHARGEBACKS

Any credit card chargebacks for charges related to transactions performed on, or as a result of, using this site will be prosecuted to the fullest extent of the law as deemed necessary by the owner of this site. As a user of this site, you agree to pay for any and all transactions you perform on this site, and to pay the owner of this site for any chargebacks related to transactions you make on this site.

CREDIT CARD DECLINES

If your credit card declines at the time of processing your transaction, we will make all efforts to notify you by email within 72 hours. The transaction will not be processed if your credit card has been declined. The fare and any other booking details are not guaranteed. **If there is a fare change you have a right to cancel the booking at no cost to you. There will be no service fees charged for this.**

SEATS, MEALS, FREQUENT FLYER AND OTHER SPECIAL REQUESTS

Please note that your seats, meals, frequent flyer and other special requests are requests only. We do not guarantee you will be assigned the seat(s) you have requested. We also do not guarantee that your meal(s), frequent flyer and other special requests will be honored by the airline. It is therefore recommended you contact your airline directly to confirm these requests prior to your scheduled departure date.