

TERMS AND CONDITIONS FOR THE AIRPLUS BUSINESS TRAVEL PORTAL France



Of Air Plus International Limited ("AirPlus", which expression shall include any successor or assignee of that Company's business or any part of it) for use of the AirPlus International Business Travel Portal.

Introduction

These terms and conditions (together with the associated privacy statement) govern the use of the AirPlus Business Travel Internet Portal ("the Portal"). They are also available on the Portal. AirPlus may change them from time to time and the version on the Portal at any time shall govern. They override any other terms and conditions of the User of the Portal.

1. Services

- 1.1 The use of the Portal is restricted to Customers of AirPlus who have a Company Account ("Customers") and their authorised Travel Managers (together referred to as "Users").
- 1.2 Services offered by Third parties and accessed through the Portal may be subject to charges from such Third parties.
- 1.3 Customers may currently access the following services through the Portal:
 - 1.3.1 AirPlus Standard Services - Basic services for all Portal users
 - 1.3.2 Travel Manager Services - Portal management services
 - 1.3.3 AirPlus Information Manager - IS management for the credit cards used for business purposes
 - 1.3.4 AirPlus Expense Overview - Overview of invoices and lists of credit cards used for business purposes
 - 1.3.5 AirPlus Electronic Billing - Downloading of the billing data, billing data updates in CSV format, and overview of newly-created EDI partner numbers
 - 1.3.6 AirPlus Invoice Control - Downloading of the AirPlus Invoice Control software program (a program for reconciliation with delivery slips, the addition of additional data, and the establishment of short analyses)in each case subject additionally to the Terms and Conditions of their individual contracts with AirPlus. The use of these services may give rise to additional costs.
- 1.4 Any services may be curtailed or withdrawn by AirPlus at its discretion at any time.
- 1.5 These services may be added to or extended at any time by AirPlus at its sole discretion.
- 1.6 Access to the Portal is obtained through the Internet. Users are responsible for arranging access through the Internet and for all charges incurred by them in obtaining any connection to the Portal.
- 1.7 Users acknowledge that, despite proper protection measures being taken by AirPlus, the Internet is not secure and Users agree to take their own steps to ensure security of their data (both in storage and transit) so far as may be achieved, whether through the use of firewalls, encryption of data or otherwise.
- 1.8 Users agree to follow any recommendations made or requirements of AirPlus with regard to the security of their data.
- 1.9 Minimum Technical Requirements
AirPlus expressly points out the following: The minimum technical requirements for the use of AirPlus Business Travel Portal are:
 - PC with 64MB RAM
 - Internet access by modem or ISDN; minimum of 56kb/sec recommended
 - Screen resolution at least 800 x 600
 - Able to support encrypted transactions (SSL: min 128 bit encoding) in the Internet
 - Browser: Internet Explorer 6.0 or higher, Mozilla Firefox 1.5 or higher
 - Adobe Reader 4.0 or higher
 - ActiveX activated (when using the AirPlus Information Manager in Internet Explorer 6)

2. Registration and Usage

- 2.1 Use of the Portal requires authorisation and activation.
- 2.2 Registration of all Users is a condition of use of the Portal.
- 2.3 A Customer or Customer's Travel Manager first registers the User with the Portal. Such registered Users have access to the services as agreed with the Customer and Customer's Travel Manager.
- 2.4 All Users are responsible for informing themselves of the range of services available through the Portal and the terms and conditions on which Third parties offer those services.
- 2.5 Each User has responsibility for informing himself or herself of the requirements of operation of the Portal and of complying with those requirements.
- 2.6 Users agree to inform AirPlus immediately if there is any change in their registration data.

3. Data Security

- 3.1 AirPlus will take appropriate technical and organisational measures to ensure the protection of the data transmitted to it once they are on its servers.
- 3.2 In the interests of overall security Users agree that AirPlus need not specify the steps taken.
- 3.3 Users agree to maintain proper back ups of their data.
- 3.4 Data Protection legislation and our compliance may restrict the availability of some information online.

4. Third party intellectual property and other rights

- 4.1 Users agree that they shall not use the Portal for the transmission of information in breach of third party rights, whether as to privacy, confidentiality or intellectual property or other legal rights of any description.
- 4.2 Users agree that in the event of a breach of clause 4.1 they will indemnify AirPlus against all claims demands awards damages and consequential costs losses and expenses, including, without limitation, AirPlus' legal costs.
- 4.3 Breach or suspected breach of this Clause 4 shall entitle AirPlus to immediately suspend the use of the Portal and/or withdraw services.

5. User's obligations

- 5.1 Users agree not to disclose their password(s) to any one.
- 5.2 Users agree to change their passwords frequently and to take all reasonable steps within their power to prevent unauthorised access to their data, and to the Portal and the use of the services by unauthorised persons.
- 5.3 The use of the Portal is exclusively for the User's own business travel purposes. Any form of use whether commercial or otherwise for any other purpose is not permitted.
- 5.4 Users agree not to breach the criminal laws of any jurisdiction in which their use of the Portal takes place nor the Criminal laws of any jurisdiction to which AirPlus is subject or the criminal laws of any jurisdiction in which the servers on which the Portal is provided are located at any time.
- 5.5 Users agree not to use the Portal for the recording or dissemination of illegal or offensive obscene defamatory or immoral material or material which offends good taste nor to express or disseminate views which are or are likely to be found to be offensive.
- 5.6 Users agree not to use the Portal or the Services accessed through it intentionally:
 - 5.6.1 To impersonate any other person (real or fictional);
 - 5.6.2 To store or transmit personal data about other persons without their consent or lawful authority;
 - 5.6.3 For the transmission of any data infected by any virus or Trojan or malicious software of any kind;
 - 5.6.4 To harass or annoy or cause nuisance or inconvenience to any other person;
- 5.7 Users agree to abide by the terms of any restrictions placed on their use of the Portal by any relevant Travel Manager or Customer.
- 5.8 Customers and Travel Managers agree to inform Users of all internal restrictions and guidelines on use of the Company Account, the Portal and any services which are accessed through it.
- 5.9 AirPlus shall have the right to suspend or terminate use of the Portal or any Service in the event of a breach by any User of clause 5 and Users agree to indemnify AirPlus against all claims demands awards damages and consequential costs losses and expenses, including, without limitation, AirPlus' legal costs which arise out of any breach.

6. Guarantees and liability

- 6.1 AirPlus does not guarantee the availability or operation of the Portal or any Service accessed through it.
- 6.2 User shall have no claim against AirPlus arising out of the unavailability of the Portal or any service accessed through it.
- 6.3 AirPlus does not guarantee and has no responsibility for the acts or omissions of any third party providing services that are accessed by any User through the Portal.
- 6.4 AirPlus has no responsibility for any goods or services provided to Users or agreements for such goods and services by any third party.
- 6.5 AirPlus does not guarantee the accuracy of and shall have no liability for any errors or omissions in the information on or accessed through the Portal.
- 6.6 All contracts made between Users and third parties shall not involve AirPlus in any liability and use of the Portal is at the Users' risk.

- 6.7 AirPlus shall not be liable for any loss of or damage to Users' data including all forms of communication.
- 6.8 AirPlus shall not in any circumstances be responsible for economic losses, direct, indirect or consequential.
- 6.9 AirPlus shall not be liable for the acts of hackers.
- 6.10 AirPlus shall not be liable for the acts or omissions of any third party not under its direct Control.
- 6.11 Users accept the risks of and AirPlus shall have no liability for loss of misdirection of or corruption of data that is caused in or by the use of the Internet or email.
- 6.12 AirPlus shall have no liability to any User for the disclosure by AirPlus to any legal or regulatory authority (or authorities) of any data provided such authority has legal justification and grounds for requiring or having access and Users agree to AirPlus releasing data to such authorities without notification to Users whether such release is initiated by AirPlus or the authorities.
- 6.13 AirPlus shall have no liability for any loss or damage arising as a result of any software.
- 6.14 AirPlus has no responsibility to ensure that hardware and software used by the User in connection with the Portal is compatible or suitable and no guarantee is given that any configuration of hardware and/or software shall continue to be compatible.
- 6.15 AirPlus shall have no liability for the curtailment or withdrawal of services or the Portal at any time.
- 6.16 AirPlus shall not be responsible for the failures of any third party whether to supply goods and services as ordered by the User or at all and such contracts are made between the User and such Third Party alone.
- 6.17 AirPlus shall not be responsible for the misuse of the Portal, passwords or the services by any person.
- 6.18 AirPlus does not guarantee the data shall be available at any time or that it will remain intact and uncorrupted.
- 7. Acts of God, force majeure, events beyond AirPlus' control**
AirPlus shall not be liable for the consequences of any act of God or force majeure or of any other acts, omissions and events and circumstances that are beyond AirPlus' control.
- 8. Data Protection Act 2004**
AirPlus will process Users' personal data in accordance with the Data Protection Act 2004 and all subsidiary legislation.
- 8.2 Users agree not to transmit or arrange to be transmitted any person's personal information to AirPlus in breach of the Data Protection Act 2004 and Users are responsible for collecting all consents necessary and for ensuring that their processing of such data (including, without limitation) the transmission of that information by them to and from AirPlus to the User and or its Customer is in accordance with all relevant data protection legislation.
- 8.3 "Process" and "processing" in this clause has the meaning given to that word under the Data Protection Act 2004.
- 9. AirPlus Information Manager / AirPlus Expense Overview**
- 9.1 General**
- 9.1.1 If the user decides to use the chargeable AirPlus Information Manager, respectively the AirPlus Expense Overview (free of charge), these Terms and Conditions of Business for the AirPlus Business Travel Portal shall apply in addition to the conditions in this paragraph, as well as the provisions in the contract that will be entered into separately in respect of the AirPlus Business Travel Portal. Sub-paragraphs 3, 4, and 5 of this section shall not apply to the AirPlus Expense Overview.
- 9.1.2 AirPlus Information Manager is a quick and highly efficient information management system that allows for all travel-related costs to be viewed and evaluated online, and that can consolidate international data. It is a pure online application.
- 9.1.3 AirPlus Information Manager as well as the AirPlus Expense Overview shall be provided exclusively via the AirPlus Business Travel Portal. It shall not be accessible from outside the Business Travel Portal. The entire data is stored at AirPlus.
- 9.2 Licence for use: By signing the "AirPlus Business Travel Portal Contract," the user is granted a licence for unlimited use by any number of users for its own company. The licence is time-limited, non-exclusive, and non-transferable. The compensation for AirPlus (not applicable to AirPlus Expense Overview) is based on the analysable sales volume, which is set out in detail in the "AirPlus Business Travel Portal Contract."
- 9.3 Administration: AirPlus will appoint one administrator after activating the AirPlus Information Manager application. Subsequently, the user can implement any type of user administration it chooses.
- 9.4 Evaluation of the Data**
- 9.4.1 The database is released to the user for those evaluations that he has specified in the "AirPlus Business Travel Portal Contract."
- 9.4.2 The data that will be available for all evaluations shall be limited to the data of the last 2 years at the most, as well as of the current year, which is specified by the user in the "AirPlus Business Travel Contract" (main, side contracts, company accounts, framework agreements).
- 9.4.3 The user can archive or export reports (in XLS, CSV or PDF format). In case of online archiving, the report will be available at AirPlus for 3 months and then will be automatically deleted. A new evaluation will be necessary after this period has expired, but is available at any time within the data retention period.
- 9.5 Evaluation of non-AirPlus Corporate Cards: AirPlus is also able to read card data from non-AirPlus Corporate Cards via an interface and then consolidate this data in the database. The user can then also evaluate these data in AirPlus Information Manager. The user shall be responsible to ensure compliance with all data protection law provisions regarding data affecting non-AirPlus Corporate Cards that the user sends to AirPlus.
- 9.6 Fees**
- 9.6.1 The one-off set-up fee of AirPlus Information Manager as well as the user fee (incremented based on sales) are set out in the "AirPlus Business Travel Portal Contract."
- 9.6.2 AirPlus reserves the right to extend the services within the AirPlus Information Manager and - if the user wishes to use those additional services - to charge an extra fee.
- 9.6.3 The online lists of card information (AirPlus Expense Overview) are provided to all users free of charge. Because of data protection law provisions, however, this excludes lists that display both, the card number and cardholder.
- 10. Provision of software**
- 10.1 Any software provided to the Customer for its use in connection with the Portal is provided, where applicable, under the terms of the separate software licence.
- 11. General**
- 11.1 No User shall have the right to assign transfer or grant any rights under this agreement.
- 11.2 The laws of France shall govern these terms and conditions. The Courts of Paris shall have jurisdiction over any dispute between AirPlus and any User.
- 11.3 No act or omission by and nothing said by anyone on behalf of or by AirPlus shall be interpreted as a waiver of any of its rights unless specifically stated in writing by AirPlus to be so intended.
- 11.4 No waiver shall affect the operation of the same clause or prevent AirPlus exercising the same rights at any time in the future.
- 11.5 In the event that any clause or part of a clause in these terms and Conditions is found by any Court of law to be void illegal or unenforceable it shall be severed from these Terms and Conditions and the rest of the clause and these terms and conditions shall continue to bind the parties.
- 11.6 AirPlus may alter these Terms and Conditions in any way at any time.
- 11.7 AirPlus may subcontract the provision of services software or the provision of the Portal to any person firm or company at any time.