

eXperts Canada

Terms and Conditions

1. Membership

1.1 In order to be eligible, you must be either a manager or a staff member at an IATA/ARC travel agent, based in Canada ("Company", "You").

1.2 Membership is entirely at the discretion of Lufthansa. Lufthansa reserves the right to reject any applications for membership without justification. In consideration for considering your application for membership, you agree to waive any claim you may have against Deutsche Lufthansa AG, or its subsidiaries companies for non-acceptance of your application. Membership shall commence upon acceptance by Lufthansa of your completed application form and is free of charge.

1.3 A significant part of the communication process within the Program is handled via online media (e.g. the online eXperts newsletter). You agree, when applying to join the Program, to receive Program communications (whether by way of offer, information or otherwise) via email or over the internet (Communications). It is a condition of participation that you consent to receiving Communications. Lufthansa shall be entitled to terminate your membership of the Program in accordance with clause 10, if you decline at any time to receive Communications.

2. Range of services

2.1 Lufthansa, Austrian Airlines, Brussels Airlines and Swiss International Air Lines (collectively the "Lufthansa Group") may offer participants exclusive Services. These Services may include (but not be limited to):

a) information individually tailored to meet your own requirements within your sphere of activity

b) various incentives and/or contests

2.2 Participants will be notified about items of information and offers, together with full details, by email, via the Internet or by post. There may be a charge for some services.

3. Duration of the Program

3.1 The Program shall run for an indefinite period. Lufthansa in its sole discretion reserves the right to alter or terminate the Program in accordance with clause 10, or replace it with another program.

3.2 Lufthansa reserves the right to amend these Terms at any time. Such amendments will be notified in writing in advance. If you fail to accept such amendments by following the onscreen instructions, Lufthansa shall be entitled to immediately cancel your

membership. By continuing to use the Site, you shall be deemed to have accepted any such amendment to the Terms.

4. Data Protection and Privacy

4.1 The Site takes reasonable best efforts to comply with the requirements of the Data Protection Act 1998 and all other applicable laws and regulations relating to any personal information you may supply to us. The Site uses a security system that protects your information from unauthorized use. However, as no data transmissions over the Internet can be guaranteed to be completely secure, we cannot ensure or warrant the security of any information you transmit to us and you do so at your own risk.

4.2 Save as provided below, we will not sell, distribute or disclose information about you as an individual or your personal usage of the Site ('Information') without your consent or unless required or permitted to do so by law. The Information we gather may include name, address, email address, telephone number, and any personal preferences. If you subscribe to our mailing list for news releases and other information, we also ask you to answer various general questions about yourself.

You will be asked to specify the areas in which you are interested so that we can tailor the information which we send to you to cover the topics and services which we believe you might be interested in.

4.3 Please note that we provide links to other sites, which may not be governed by these Terms and you should view the particular privacy policies of those sites for further information.

4.4 We would like you to keep the Information about you up-to-date. You may change any of the basic information we keep about you at any time by sending us an email.

4.5 In addition to the information which you supply to us, Information may be automatically collected through the use of cookies. Cookies are small text files the Site can use to recognize repeat users and allow us to observe behavior and compile aggregate data in order to improve the Site experience for you. For example, cookies will tell us whether you viewed the Site with sound or with text on your last visit. Cookies also allow us to count the number of unique and return visitors to our Site. Some of our associated companies may themselves use cookies on their own websites and we have no access to, or control of such cookies, should this occur.

4.6 We may monitor customer traffic patterns, Site usage and related Site information in order to optimize your use of the Site and we may give aggregated statistics to a reputable third-party, but these statistics will include no information personally identifying you.

4.7 We may also use the Information we gather to notify you about important functionality changes and alterations to the Site, or offers of products, services or information that might be of particular interest to you. This may involve transferring or selling your Information to other companies, inside or outside Canada. Your information may also be transferred to another company in the event of sale of our

company to a third party. In that event, we will endeavor to ensure that your rights and freedoms in respect of the processing of your personal data are adequately and appropriately protected. By submitting your Information and ticking the requisite boxes on any order form or when subscribing to the services available on our Site, you consent to such use and transfer.

4.8 We always aim to improve the services we offer. As a result, we occasionally canvass our customers using surveys. Participation in surveys is voluntary, and you are under no obligation to reply to any survey you might receive from us. Should you choose to do so, we will treat the information you provide with the same high standard of care as all other customer information.

5. Exclusion of Warranties

5.1 Lufthansa further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

5.2 You expressly understand and agree that your use of the services is at your sole risk and that the services are provided "as is" and "as available."

5.3 In particular, Lufthansa, its subsidiaries and affiliates, and its licensors do not represent or warrant to you that:

- a) your use of the services will meet your requirements,
- b) your use of the services will be uninterrupted, timely, secure or free from error,

6. Liability

6.1 Subject to overall provision in paragraph 6.1 above, you expressly understand and agree that Lufthansa, its subsidiaries and affiliates, and its licensors shall not be liable to you for:

a) Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss;

b) Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:

(i) Any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the services;

(ii) Any changes which the Lufthansa Group may make to the services, or for any permanent or temporary cessation in the provision of the services (or any features within the services);

(iii)

The deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services;

(iv) Your failure to provide Lufthansa with accurate account information;

(v) Your failure to keep your password or account details secure and confidential;

6.2 The limitations on Lufthansa's liability to you in paragraph 7.1 above shall apply whether or not Lufthansa nor its subsidiaries has been advised of or should have been aware of the possibility of any such losses arising.

6.3 You agree to indemnify and hold the Lufthansa Group and its respective shareholders, directors, officers, employees, assignees and licensees harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising from the breach of any of your obligations hereunder.

7. Passwords and Account Security

7.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

7.2 Accordingly, you agree that you will be solely responsible to Lufthansa for all activities that occur under your account.

8. Terms of Use

8.1 You may access the Site solely for your own personal use. You must not use any content of the Site for any commercial or illegal purpose.

8.2 Lufthansa gives you a personal, worldwide, royalty-free, non-assignable and nonexclusive license to use the Services as provided to you by the Lufthansa Group. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by the Lufthansa Group, in the manner permitted by the Terms.

a) any information obtained by you as a result of your use of the services will be accurate or reliable, and

b) that defects in the operation or functionality of any software provided to you as part of the services will be corrected.

8.3 Any material downloaded or otherwise obtained through the use of the services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

8.4 We reserve the right to charge you to access certain information on the Site. We will inform you where a charge will be incurred by you for accessing certain services or information.

8.5 We reserve the right to suspend the Site at any time for operational, regulatory, legal or other reasons. We may terminate your use of the Site with immediate effect if you breach any of these Terms.

8.6 The Site or third parties may provide links to other web sites or resources, and promotions of advertisers and merchants. As we have no control over such sites and third party resources, you acknowledge that we are not responsible for the availability of such external sites or third party resources, do not endorse and are not liable for any content, advertising, products, services or other materials on or available from such sites or third party resources.

8.7 Any dealings by you with any third party on or through the Site shall be solely between you and that third party and we shall not be responsible for any loss or damage that may arise from any such dealings, nor shall we be deemed to be acting as an agent for you in any such dealings.

8.8 It is sometimes possible to access this Site through a link located on another website or within a third party email communication. We do not make any representations, or endorse any products, materials, companies or individuals that provide a link to this Site or make any warranties with respect to any information contained in or at these other sites or third party email communications.

8.9 The Site and its content (including but not limited to, animations, character design, text, software, music, lyrics, sound, photographs, graphics, video, page layouts and design) are protected by intellectual property rights, including copyright and trade mark.

8.10 Except as expressly authorized in writing either separately or pursuant to the terms of this Agreement by us or relevant third parties, you agree not to copy, download, adapt, alter, modify, rent, lease, loan, sell, distribute or create derivative works of any content of the Site, or of any Site property received by you, in whole or in part. All rights not granted or licensed pursuant to the terms of this Agreement are hereby expressly reserved to us.

8.11 Our trading name and the Site are owned by us and are descriptive of our products and services.

8.12 Your use of the Site is at your sole risk. The Site is provided on an "as is" and "as available" basis and we do not guarantee that the Site will be suitable for your purposes or requirements. If your PC does not support relevant technology, including encryption, you may not be able to use certain services or access certain information on the Site.

8.13 The Site is accessed via the World Wide Web which is independent of us. Your use of the World Wide Web is solely at your own risk and subject to all applicable national and international laws and regulations. We shall have no responsibility for any information or service obtained by you on the World Wide Web.

8.14 The content of the Site has been compiled from a variety of sources and is subject to change without notice. We use reasonable care in compiling and presenting the content of the Site, but we give no guarantee that the content is complete, accurate, error or virus free or up to date.

8.15 We do not assume any liability, or responsibility, for any content uploaded or otherwise transmitted by you to the Site or any third party.

8.16 So far as permitted by law, we disclaim all warranties, conditions and other terms of any kind, whether express or implied, whether in contract, tort (including liability for negligence) or otherwise, including, but not limited to any implied term of satisfactory quality, fitness for a particular purpose, and any standard of reasonable care and skill.

8.17 By submitting any material to us ('Material'), you acknowledge that we may copy, modify, distribute or create a derivative work from the Material in any manner that we shall determine. You will indemnify us if any third party takes action against us in relation to the Material.

8.18 You must not submit any Material to the Site which is defamatory, offensive, menacing or obscene or which in our judgment may cause nuisance, annoyance, damage or offense, inconvenience to us or any other person or which is illegal. We may remove such Material from the Site at any time without notice to, or consent by, you.

9. Termination

9.1 Either you or Lufthansa shall be entitled to cancel participation in the Program upon written notice to the other. Termination shall be without prejudice to any services which Lufthansa may be in the process of providing to you, which shall continue (in exchange for payment, where applicable).

9.2 Lufthansa shall be entitled to terminate your membership of the Program, upon written notice, on the happening of the following events:

9.2.1 if your contract of employment or services with the Company ceases, unless any replacement Company falls within the categories listed in clause 1.1;

9.2.2 you have refused or withdrawn your consent to receiving Communications from Lufthansa.

10. General Information

10.1 These Terms constitute the terms and conditions of the program and supersede any previous terms and conditions.

10.2 Any failure by us to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

10.3 This program is governed by the laws of the Province of Ontario (without regard to its conflict of laws rules) with venue and jurisdiction for any action that may arise regarding the program shall lie in Toronto, Ontario. Venue shall be Provincial and/or Federal courts in Toronto, Canada, except as required by law. All information incorporated within this Site is © of Lufthansa German Airlines. All rights reserved.

11. Confidentiality and Announcements

11.1 Neither party shall disclose to any other person or use for an unauthorized purpose any confidential information disclosed by or obtained from the other party, except to the extent that the information is now or subsequently becomes public knowledge through no fault of the party in question or as required by law or a regulatory authority.

11.2 Neither party shall make a public or press announcement regarding the subject matter or terms of these Terms except with the written approval of the other party.

12. Termination

12.1 Either you or Lufthansa shall be entitled to cancel participation in the Program upon written notice to the other. Termination shall be without prejudice to any services which Lufthansa may be in the process of providing to you, which shall continue (in exchange for payment, where applicable).

12.2 Lufthansa shall be entitled to terminate your membership of the Program, upon written notice, on the happening of the following events:

12.2.1 if your contract of employment or services with the Company ceases, unless any replacement Company falls within the categories listed in clause 1.1;

12.2.2 you have refused or withdrawn your consent to receiving Communications from Lufthansa.