eXperts

eXperts is the worldwide information and service programme operated by Lufthansa German Airlines. Details of the Programme can be found at www.lufthansaexperts.com

The Programme provides information about Lufthansa and SWISS airlines. Additionally, it provides fast, objective-orientated communication with IATA travel agents.

The following terms and conditions shall apply to every member of the Programme:

1. Membership

1.1 In order to be eligible, you must be either a manager or a member of staff at an IATA travel agent, based in Egypt, Lebanon, Jordan and Iraq.

1.2 You must have been employed by the Company for at least six months. Lufthansa reserves the right to request proof of employment.

1.3 Membership is entirely at the discretion of Lufthansa and SWISS Airlines. Lufthansa and SWISS reserve the right to reject any membership without justification.

1.4 A significant part of the communication process within the Programme is handled via online media (e.g. the online eXperts newsletter). You must agree, when applying to join the Programme, to receive Programme communications (whether by way of offer, information or otherwise) via e-mail or over the internet ('Communications'). It is a condition of participation that you consent to receiving Communications.

2. Duration of the Programme

2.1 eXperts starts in May, 2008 and will run for an indefinite period. Lufthansa and SWISS reserve the right at any time to terminate the Programme in accordance with clause 7 or to replace it with another programme.

2.2 Lufthansa and SWISS reserve 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 cancel your membership. By continuing to use the Site, you will be deemed to accept any such variations.

3. Data Protection and Privacy

3.1 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 therefore, you hereby acknowledge doing so at your own risk.

3.2 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.

3.3 Please note that we provide links to other sites, which may not be governed by these Terms and you should review the particular privacy policies of those sites for further information.3.4 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.

3.5 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.

3.6 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. Terms of Use

5.1 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.

5.2 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.

5.3 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



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protected by intellectual property rights, including copyright and trade mark, as detailed in our Copyright and Trade Mark Notice.

5.4 Our trading name and the Site are owned by Lufthansa German Airlines and are descriptive of products and services for both Lufthansa German Airlines and SWISS International Airlines.
5.5 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.

5.6 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.
5.7 So far as permitted by law, both parties have agreed that Lufthansa and Swiss hereby disclaim all warranties, conditions and other

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.

6. Confidentiality and Announcements

6.1 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.

6.2 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.

7. Termination

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

7.2 You undertake to keep Lufthansa harmless against any claims from third parties arising out of your performance under these Terms.

7.3 Lufthansa shall be entitled to terminate your membership of the Programme, upon written notice, upon the occurrence of any of the following events:

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

7.5 you have refused consent to receiving Communications from Lufthansa.

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