

# International Air Transport Association (IATA)

## iiNET Services

### Terms of Use

PLEASE READ CAREFULLY THESE TERMS OF USE. THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT APPLY TO YOU AS USER OF THE iiNET SERVICES.

These Terms of Use govern the delivery by IATA, and your use of, the iiNET systems and services (collectively, **iiNET**). By accessing or using iiNET, and upon each access or use, you shall be deemed to have confirmed your agreement to these Terms of Use.

**IATA, we** and **us** refer to the International Air Transport Association, and **you** refer to the iiNET subscriber and user.

#### User License

As a subscriber and user of iiNET, you are granted a non-exclusive, non-transferrable, non-assignable, non-sublicensable, revocable, limited license to access and use iiNET, in accordance with these Terms of Use and the terms and conditions of your subscription. You are authorized to download and use selected iiNET materials for your own internal purposes only, in the ordinary course of business, and not for resale or commercial purposes, provided that you maintain all copyright and other proprietary notices contained in the original materials and that you source IATA as follows: "*Source: International Air Transport Association, authorized use under license, all rights reserved*".

You may not modify, disassemble, create derivative works, distribute, reproduce, copy, publicly display, perform, transmit, re-transmit, sell or otherwise use any materials or content originating from iiNET, for commercial or non-commercial uses, directly or indirectly, without IATA's prior written consent.

#### Duration

These Terms of Use shall govern your access and use of iiNET for the entire duration of use. We reserve the right to interrupt, suspend or terminate iiNET at any time upon simple notice.

#### Access Code and Password

You undertake not to access iiNET by any other means than through your user account, by applying valid log-in username and password. You are responsible for maintaining the confidentiality and security of all information relating to your user account and log-in information, username and password. It is your responsibility to ensure that all your designated authorized users maintain and abide by the same level of confidentiality and these Terms of Use apply to designated authorized users to the same extent as they apply to the registered user. Should you become aware or suspect any unauthorized use or attempted use of your user account, you undertake to immediately inform us in order for us to take appropriate action.

#### User Data and Content

You represent and warrant that you are duly authorized to place data and content through iiNET. You represent and warrant that no part of the data and content infringes on the rights of third parties, including Intellectual Property rights.

You grant us the authority to retain, store, copy and treat the data placed by you through iiNET, and you hereby grant us a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to copy, disclose, distribute, incorporate and otherwise make use of such data and content for the purposes of IATA providing the iiNET services and as set out under these Terms of Use.

You undertake to comply with all requirements of iiNET, including the designated mode and format of data transmission and authorized payment methods. You are solely responsible for the data and content placed by you through iiNET.

**Payment Card Industry Compliance.** To the extent applicable, where applicable, and prior to accessing any payment cardholder data or credit card information, you undertake to, and cause your subcontractors to, be and remain at all times fully compliant with the Payment Card Industry Data Security Standard requirements, as amended and supplemented from time to time (**PCI/DSS**), available at <https://www.pcisecuritystandards.org>. You shall provide upon request the relevant documentation, including without limitation a certificate or attestation of compliance by an independent recognized authority, and such other documentation as may be reasonably requested demonstrating and attesting PCI/DSS compliance.

### **Due Diligence and On-Boarding**

You acknowledge and agree that we may request that you provide us with, and you undertake to provide all necessary certifications and assurances evidencing your compliance with industry standards, including ISO and SOC certifications, proof of insurance and any such documentation as may be reasonably requested for the purposes of due diligence and your on-boarding onto IATA's programs and systems.

### **Rules of Conduct**

You undertake to comply with the rules of conduct prescribed below, and to ensure that these are complied with by your designated authorized users:

- (i) Reverse Engineering. You shall not disassemble decompile, produce derivative works or reverse engineer any software or component of iiNET, and shall not directly or indirectly attempt to derive any source code or industrial secrets comprising or relating to iiNET;
- (ii) Systems Abuse. You shall not commit systems abuse, including without limitation, excessive intense processor use, excessive use of disk space, excessive use of data storage space, computer hacking, error handling, masking, use of unauthorized domain name service, installation of permanently running programs, robots, resale of scripts or databases;
- (iii) Disruption. You shall not attempt to interfere with, or otherwise disrupt iiNET or the networks and servers of IATA, by any means whatsoever;
- (iv) Malware. You shall not upload onto the IATA servers any form of destructive software, such as data mining tools, gathering and extraction tools, viruses, worms, trojan horses, time bombs, cancelbots, or any other harmful components, computer files, programs or codes designed to interrupt, destroy or limit the functionality of the service or of any other software or equipment.
- (v) Identification. You shall not use name, identity, business concern or purpose that may be incomplete, confusing or misleading;
- (vi) Illegal and Reprehensible Activities. You shall not use the iiNET to partake in any illegal, criminal or reprehensible activities, including without limitation, any breach of applicable legislation, copyright, trademark and Intellectual Property infringement, market manipulation, price fixing and any other practice breaching antitrust laws and fair competition principles, money laundering activities, terrorism financing, bribery and collusion;
- (vii) Sanctions. You shall refrain from using iiNET in relation to funds originating from or sourced through persons or jurisdictions placed under United Nations, Canada and United States of America sanctions.

You understand and acknowledge that any breach of these rules of conduct may result in the immediate suspension and withdrawal of your user privileges. These rules of conduct may be supplemented by policies, protocols, procedures and guidelines communicated by IATA from time to time.

In order to prevent unlawful or illicit use of iiNET, we reserve the right, without being obliged to do so, in our entire discretion and at any time, to ask you to substantiate your compliance with these Terms of Use.

### **Confidentiality**

You undertake to keep all information relating to iiNET strictly confidential. As between you and IATA, all information, including technical data and know-how and concept, pertaining to iiNET is proprietary and confidential information owned by IATA. Confidential information for the purpose of this provision shall mean information, documents, details and data, which are marked as such or are to be confidential by nature. The above does not apply to data and information contributed by you pursuant to the terms of your subscription, to information that becomes publicly known through no fault of yours or is within the public domain, to information approved for release by written authorization by IATA or to disclosure required by law. This undertaking shall survive the termination of your participation to iiNET.

For the purposes of these Terms of Use, the term **Confidential Information** shall mean any information or material proprietary to, or treated as confidential by the disclosing party, whether in written, oral or other tangible or intangible form, including, but not limited to, information concerning the business, operations, projects, technologies and affairs of the disclosing party that has been or may be disclosed to the receiving party or its agents and representatives, but shall not include information which (a) becomes publicly known or within the public domain in the absence of breach by the receiving party; (b) was known to the receiving party prior to its receipt thereof from the disclosing party; (c) has been or is lawfully obtained by the receiving party from a third party without an expressed duty of confidentiality; (d) is independently conceived or discovered by the receiving party; (e) is approved for release by written authorization of the disclosing party; or (f) is required to be disclosed by law in which event the receiving party will give prompt notice to the disclosing party of such requirement, unless prevented to do so by law.

### **Third Party Content**

You acknowledge and agree that iiNET serves to carry third-party data and information. You acknowledge and agree that IATA shall not be responsible for the availability and reliability of third-party data and information. IATA does not endorse and specifically disclaims any form of liability for any third-party content, and shall not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such third-party content.

### **Privacy and Personal Information and Data**

You acknowledge and agree that we may collect and use personal information in the context of the use of iiNET in compliance with IATA's Privacy Policy published on the IATA website. You and IATA agree to use, process and retain Personal Data hereunder and in relation to iiNET only in compliance with the data privacy requirements set forth in the attached Personal Information, Privacy Protection and Data Security Schedule.

### **Intellectual Property**

As between you and IATA, iiNET and its contents, including without limitation, all written or printed materials, text, data, information, including all changes, derivations, modifications and enhancements, graphics, icons, images, products, trademarks, service marks, trade names and all other Intellectual Property, are the property of IATA and protected under copyright, made available to you by permission, and may not be used, reproduced, copied, published, shared, recast, reformatted, disassembled, reassembled or transmitted in any form, in whole or in part, by any means, electronic or mechanical, including photocopying, recording or any information storage and retrieval system or quoted without the prior written permission of IATA. The name and corporate identification of IATA are registered trademarks of IATA and all names, marks, brands, unique record locators (URL), addresses, service names, logos, designs, trade dress and other designations IATA uses in connection with iiNET are protected under copyright, all rights reserved.

For the purposes of these Terms of Use, the term **Intellectual Property** shall refer to patents, rights to inventions, copyright and related rights, moral rights, database rights, semiconductor topography rights, utility models, rights in designs, trademarks, service marks, trade names, domain names, rights in goodwill, rights in undisclosed or confidential information, know-how, trade secrets and inventions, whether patentable or not, and other similar rights or forms of protection, and all applications, renewals and extensions thereof, as may now or in the future exist anywhere in the world, whether registered or not.

### **Derived and Accessory Uses**

IATA is authorized to incorporate and otherwise use iiNET data and contents, in whole or in part, in an aggregated and anonymized form for various derived and accessory purposes such as, without limitation, research, publications, analyses, industry reports and guidelines, advocacy, analytics, trends, or as a basis for developing guidelines, best practices and standards, and additional products and services, commercial and non-commercial.

### **Disclaimer of Warranty**

The data and information lodged on iiNET are, to the best of our ability reliable, accurate and trustworthy. We however do not warrant or express any opinions whatsoever as to the accuracy, origin, tracing, completeness and timeliness of such data and information. Although every effort has been made to ensure accuracy in processing and handling data, IATA shall not be held responsible for any loss or damage caused by errors, omissions, delays, interruption, corruption of data. We make no representations, warranties or other assurances, express or implied, about the accuracy, sufficiency, relevance and validity of the data and information captured and reported. Our data collection and reporting are intended to be factual and neutral. iiNET AND ITS CONTENTS ARE PROVIDED TO YOU ON AN "AS IS, WHERE IS" BASIS, AND WE DISCLAIM ANY WARRANTY OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. We expressly disclaim any liability, direct or indirect, to you or any person, for any losses or damages, including without limitation incidental losses, loss of opportunity and damages to reputation, resulting from your access to and use of said contents.

The warranties and remedies set forth in these Terms of Use are your sole and exclusive warranties and remedies in connection with iiNET. These provisions shall survive the termination of your participation to iiNET.

### **Limitation of Liability**

To the maximum extent permitted under Applicable Laws, under no circumstances shall IATA, its affiliates and agents, and their respective directors, officers and employees, be liable to you or any other party for any losses and damages, whether direct, indirect, incidental, punitive, special or consequential, including without limitation damages for loss of business profits, business interruption, loss of business information or data, arising out of the use or inability to use the data, services and information accessed through iiNET, even if we have been advised of the possibility of such damages.

For clarification, without limiting the generality of the foregoing, we shall not be responsible for and shall incur no liability to you, your customers or any other third party for the content, correctness and validation of data transmitted and submitted through iiNET by you, any of your customers or any third party through iiNET, nor from any failure on your part or on the part of any of your customers or any third party to comply with applicable Privacy Laws.

Without limiting the foregoing, in no event shall our total cumulative liability to you, whether in contract, tort, including negligence, or otherwise, exceed in aggregate the total amount of fees paid by you for iiNET services during the current calendar year of the circumstances giving rise to the claim. This undertaking shall survive the termination of your participation to iiNET.

### **Indemnification**

You agree and undertake to fully indemnify and hold harmless IATA, its representatives, agents and licensors, as well as their respective directors, shareholders, parent companies, employees, agents and representatives, successors and assigns from and against any action, claim, loss and any damages, penalties and fines, assessments, orders and judgments, all reasonable legal fees (including fees for outside legal counsel) and disbursements and any other liability or expense that they may incur, directly or indirectly, in relation to: (i) the accuracy, correctness and validation of the data and content communicated by you or any party acting on your behalf through iiNET; (ii) a breach of the rules of conduct or other breach of the warranties, representations, undertakings, duties or obligations set out in these Terms of Use; (iii) an alleged infringement of a patent, trade secret, copyright, trademark or third-party Intellectual Property; (iv) any breach of and non-compliance with the applicable Privacy Laws; or (v) any activity related to your account carried out by you or any other person having accessed iiNET using log-in credentials associated with your account. This undertaking shall survive the termination of your participation to iiNET.

### **Availability and Reliability of Systems**

The reliability of access to iiNET is a priority for IATA. However, we cannot fully guarantee at all times access to iiNET, in particular in the event of:

- (a) Heavy Internet traffic;
- (b) Automated maintenance and upgrades of iiNET and IATA servers; and
- (c) Events constituting force majeure or inability to act resulting from unforeseen and uncontrollable circumstances.

You acknowledge and agree that we shall undertake no liability for any damages, direct and indirect, resulting from any downtime experienced for any reason, other than a pricing adjustment as set out under our service level commitment.

### **Equipment and Data Protection**

You are responsible for procuring at your own cost and expense the computer equipment, physical facilities and appropriate secure Internet connection required to access and use iiNET. You are responsible for protecting your computer equipment, mobile devices, software, electrical equipment and any other equipment against viruses, and to ensure that same are free from any viruses. We maintain our own protection against viruses on our servers but undertake no liability for direct and indirect damages resulting from viruses that may affect your systems.

You are responsible for the adequate protection and backup of data used in connection with iiNET and we will not be liable for lost data, re-run time, inaccurate output, work delays or lost profits resulting therefrom. We are not responsible for exposed data in case of theft or loss of your computer equipment used to access iiNET.

Any material downloaded or otherwise obtained through iiNET is at your own discretion and risk, and you are solely responsible for any damage to your computer system or other equipment, or corruption of data resulting from the download of any such material.

You are solely responsible for protecting your computer equipment, mobile devices, software, electrical equipment and any other equipment against viruses, and to ensure that same are free from any viruses. IATA maintains its own protection against viruses on its servers, but shall undertake no liability, including without limitation, for direct and indirect damages, for viruses that may affect your systems and viruses resulting from access to, and/or use of iiNET.

### **Connectivity and Protocols**

With a view to maintain compliance at all times with the security requirements required by the industry and aligned with PCI-DSS, we may review the list of allowed connectivity methods, protocols and encryption standard. You agree to cooperate and work diligently with IATA with a view to incorporate any updates and enhancements when initiated.

**Location of Records**

You acknowledge and agree that iiNET contents may be held through a third-party provider and may be stored and located in a jurisdiction other than the jurisdiction applicable to your business and/or the jurisdiction applicable to these Terms of Use.

We reserve the right to extract, move and copy all data from iiNET into an IATA hosted and controlled storage at any time, on a periodic or continuous basis, for security and backup purposes.

**Customer and Technical Support**

We will use commercially reasonable efforts to respond to requests for technical support, as further set out under our service level undertakings.

**Representations**

You represent and warrant that:

- (1) you are duly organized and validly existing under the laws of your jurisdiction of incorporation and organization;
- (2) you have the full power, capacity and authority to enter into the iiNET Services Agreement and to perform your obligations thereunder and that said Agreement constitutes a legal, valid and binding obligation upon you, enforceable in accordance with its terms;
- (3) you hold and shall at times maintain all licences, permits and approvals necessary to discharge your obligations hereunder and necessary to provide your services to your customers.
- (4) you are not subject to bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally;
- (5) you are not, by reason of you entering into the iiNET Services Agreement, in violation of any laws, judgment, order, decree, or in breach of contract or license to which you are a party to;
- (6) you are acting in full compliance with your organizational documents, material contracts and all Applicable Laws including laws relating to economic sanctions, money laundering and financing of illegal or reprehensible activities, and that you have the necessary controls and alerts in place to ensure full compliance with same.

**Non-Solicitation**

You undertake not to act, directly or indirectly, in a manner that may divert activities away from iiNET or to solicit or incite iiNET customers towards competing services, for the duration of your participation to iiNET and an additional period of two (2) years thereafter.

**No Exclusivity**

You acknowledge and agree that the iiNET services are provided to you on a non-exclusive basis, and that we will allow other parties to integrate iiNET and receive from us the iiNET services and other various related services.

**Termination or Suspension**

We may limit or suspend your access to iiNET and suspend or terminate your user license at any time without prior notice in the event of your breach or disregard of these Terms of Use, including infringement of Intellectual Property rights or a scope of usage outside the permitted use.

**No Waiver**

No delay, or failure to take action, or to require the strict performance of any provisions of these Terms of Use will constitute a waiver unless expressly waived in writing by IATA and no single waiver will constitute a continuing or subsequent waiver. Neither the conduct of relations between you and us, nor business practices, shall act to waive or amend any provision of these Terms of Use.

**Cumulative Remedies**

Except as otherwise expressly provided, all remedies provided hereunder shall be cumulative and in addition to and not in lieu of any other remedies available to either Party under the law, in equity or otherwise.

**Relationship of the Parties**

You acknowledge that you and IATA are independent contractors that entertain no business relationship of the nature of a partnership, joint venture, franchise, master/servant, principal/agent, reseller, wholesaler, and that neither has the right to bind or obligate the other.

**Subcontracting**

We may use third-party service providers to provide any or all part of iiNET.

### **Amended and Supplemental Terms of Use**

These Terms of Use may be amended by IATA at any time by simple notice. Any modification, supplement or amendment to these Terms of Use are null and void. IATA's employees, representatives and agents are not authorized to vary these Terms of Use.

### **Assignment**

The rights granted to you under the terms of service may not be assigned, sublicensed or otherwise transferred by you, by operation of law or otherwise, without our prior written consent.

### **Compliance with Laws; Economic Sanctions; Money Laundering**

You represent and agree to comply with and observe at all times all Applicable Laws, including without limitation, the laws and regulations relating to economic sanctions, unlawful inducements, money laundering and terrorism financing. You acknowledge that it is your sole and exclusive responsibility to comply with the laws and regulations relating to economic sanctions, money laundering or terrorism financing in regard to the delivery of services to your customers and that you shall not rely on IATA in any manner whatsoever to that end.

### **Exceptional Circumstances and Force Majeure**

Neither you or IATA will be liable for any failure, interruption or delay in the performance of our respective duties and obligations where same results or is attributable to an event of Force Majeure or the inability to act resulting from unforeseen and uncontrollable circumstances, including without limitation, unforeseen business interruption, acts of war or terrorism, civil unrest and armed conflicts, fortuitous events, acts of God, disease and epidemics, floods, droughts, severe weather, fires, explosions, earthquakes and natural catastrophes, national or state emergencies, regulatory or government actions, computer and communications failure, software viruses, hacking, worms, service attacks and other causes reasonably beyond reasonable control. The time for performance shall be extended by a period equivalent to that during which performance shall be prevented. The Parties shall expand all reasonable efforts to mitigate the impact of such unforeseen events.

### **Applicable Laws**

For the purposes of these Terms of Use, the term **Applicable Laws** shall include all regional, municipal, provincial, state, national and international laws, statutes, by-laws, rules, regulations, orders, judgements, guidelines and standards issued by a Regulatory Authority in the relevant jurisdiction.

### **Termination**

Either you or IATA may terminate the iiNET services for convenience upon a one hundred and twenty (120) days prior written notice to the other.

Either you or IATA may terminate the iiNET services in each of the circumstances set out below:

- (1) if a Party is in material breach of its obligations hereunder and fails to cure such breach within fifteen (15) days of receipt of a notice to that effect; or
- (2) if a Party commits repeated breaches of same obligation, including without limitation the late payment of fees, which cumulatively shall be deemed to constitute a material breach hereunder, and fails to cure such breaches within fifteen (15) days of receipt of a final notice to that effect; or
- (3) if a Party undergoes a material change of effective control, a corporate restructuring, a material change of its business model, a suspension of its activities, insolvency or bankruptcy proceedings or experiences a material change of circumstances.

### **Notices**

Unless otherwise specified, any notice required to be given by one Party to the other hereunder shall be in writing and may be delivered in physical form or by electronic mail. Any such notice shall be deemed to have been given (1) if delivered in person or by registered mail, on the day it is received; (2) if sent by regular mail, five (5) business days following the date of stamp by the postal carrier; or (3) if sent by electronic mail, provided that no delivery failure message is issued, at the moment of receipt during the business hours, or upon the opening of business on the next business day.

### **Consents and Approvals**

Except where expressly provided as being in the discretion of a Party, where an approval, consent or similar action is required hereunder, such action shall not be unreasonably delayed or withheld. Such approval or consent shall not relieve the other Party from its duties and obligations hereunder, nor shall it be construed as a waiver of any rights hereunder, except as and to the extent otherwise expressly provided in such approval or consent.

### **Advertising and Public Announcements**

All advertising, promotional or marketing material, media releases and public announcements which you intend to make relating to our business relationship shall be submitted to our approval prior to release. For clarification, this does not apply to announcements for internal distribution only or for purposes of complying with legal or regulatory requirements.

### **Jurisdiction and Dispute Resolution**

The terms of service and these Terms of Use shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada, without regard to its conflict of law provisions, and any and all dispute or controversy arising under or relating thereto shall be referred to the exclusive jurisdiction of the courts of the province of Quebec, Canada.

### **Survival and Severability**

Any rights existing or arising upon termination or expiration of the terms of service, including but not limited to disclaimers of warranty, disclaimers of liability, and confidentiality provisions, shall survive such termination or expiration, as shall any other provision of these Terms of Use which, expressly or by implication from its nature, is intended to survive such termination or expiration. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of these Terms of Use shall continue in full force and effect.

### **Successors and Assigns**

The terms of service and these Terms of Use shall be binding on the Parties and their respective successors and assigns, including without limitation a trustee in bankruptcy or a Court appointed monitor under insolvency proceedings.

You acknowledge and agree that you shall not transfer, assign or novate your duties and obligations hereunder without our prior written consent, which consent shall not be unreasonably withheld or delayed.

Notwithstanding the foregoing, each Party shall have the right to subcontract their activities, in whole or in part, to reputable technology providers.

### **Third Party Beneficiaries**

Nothing contained herein shall not be deemed to create any rights in regard to third parties, including our respective customers, service providers, suppliers, or to create any obligations in favour of any such third parties.

### **Costs and Expenses**

Except where explicitly stated otherwise, you will bear your own costs and expenses in relation to the preparation and integration of services, including, without limitation, costs and expenses associated with information technology services, professional fees, project management and advisers as well as all charges relating to your transmission of data, customization of software, systems integration, implementation, audit certification, system enhancements and requirements. You are responsible to procure at your own cost and expense the computer equipment, physical facilities and appropriate secure Internet connection required to access and use the iiNET platform.

### **Entire Agreement and Amendments**

The terms of service and these Terms of Use constitute the entire agreement between us with respect to its subject matter and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Any amendment, variation, change order, addition or modification to the terms of our Agreement will only be effective if agreed to by you and us by way of a written amendment hereto.

## Personal Information, Privacy Protection and Data Security Schedule

1. **Definitions.** For purposes of iiNET and this Schedule:

**Processing** or **Process** means the collection, use, modification, retrieval, disclosure, storage, anonymization, deletion, and/or management of Industry Data or Personal Information.

**Personal Information** or **Personal Data** means information about an identified or identifiable natural Person subject to Privacy Laws that may be transferred to and from IATA and its technology service provider, and includes data relating to legal entities where such data are protected by Privacy Laws.

**Industry Data** means airline or air transport related data and information.

**Privacy Laws** means all privacy legislation applicable to either Party in any jurisdiction with respect to the Processing of any Personal Information in connection with the iiNET services made available to you by IATA or the services made available by you to your customers, including without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and the European Union (Directive 95/46/EC and the General Data Protection Regulations (EU) 2016/679 (the **EU Privacy Laws**), as these may be amended or supplemented from time to time.

2. The Parties shall not provide to each other or otherwise use or Process any Personal Data hereunder unless such Personal Data is required for the purpose of the provision of the iiNET services made available to you by IATA or the services made available by you to your customers, as applicable; and even in such instances, each Party shall use its commercially reasonable efforts to minimize the Personal Data provided to that which is necessary for purposes of the provision of the iiNET services made available to you by IATA or the services made available by you to your customers.
3. Where a Party receives Personal Data from the other Party, it may Process such Personal Data solely as needed for the performance of the iiNET services made available to you by IATA or the services made available by you to your customers, or as otherwise expressly permitted under the iiNET Services Agreement and for no other purpose.
4. The Parties agree and acknowledge that they may have access to Personal Data that is governed by the EU Privacy Laws. The Parties agree that under the EU Privacy Laws, they may be required to execute the applicable EU Standard Data Protection Contractual Clauses or an equivalent version thereof (the **Model Clauses**) pursuant to which they may transfer Personal Data to each other or their suppliers or subcontractors. The Parties shall extend their best efforts to execute the Model Clauses (and have their subcontractors execute the Model Clauses, as applicable) as soon as reasonably practicable upon request. In all cases, it is each Party's exclusive responsibility to ensure and take all required steps and measures such that it has obtained, at all relevant times, all required rights, consents and waivers from any and all relevant individuals in respect of any and all Personal Data it provided to the other Party for purposes of Processing as may be contemplated or permitted hereunder. As applicable, the Party providing access to such Data to the other Party shall inform the relevant individuals of any existing rights of access or rectification or rights to object to the Processing; it is each such Party's exclusive responsibility to inform the relevant individuals according to the information duties provided for under the applicable Privacy Laws.
5. Each Party agrees to use and retain Personal Data received from the other Party hereunder, as may be applicable, pursuant to and in compliance with the requirements of any applicable Privacy Laws. As part of these requirements, each Party agrees, and agrees to ensure that its suppliers or subcontractors involved in Processing the Personal Data agree to: (a) provide protection from loss, destruction, alteration, unauthorized access and unauthorized disclosure as well as ensuring that Personal Data is kept only as long as it is needed to fulfil the purposes for which it was provided, (b) maintain policies and procedures including proper security safeguards, in accordance with standard industry practices; (c) to the extent applicable under Privacy Laws, implementing, keeping and maintaining in security logs and records (in accordance with any prescribed regulations) the details of every loss or theft of, unauthorized access, or disclosure of Personal Data; and (d) immediately notify the other Party of any actual, alleged, suspected or threatened breach of security safeguards, or of any loss, theft, destruction, alteration, unauthorized access to or unauthorized disclosure of any Personal Data hereunder. Upon request, such Personal Data shall be returned, erased or destroyed (in each case as directed by the other Party), together with any copies thereof, within thirty (30) days of having received a written notice to that effect, and at its sole cost and expense. In the case of destruction of the Personal Data, each Party shall supervise any destruction and the Personal Data in its possession and shall provide, if and when requested by the other Party, reasonably sufficient evidence of such destruction within five (5) days thereof.



6. Each Party agrees that its transfer of Personal Data to a third party shall comply with the requirements of applicable Privacy Laws, and the agreement between such Party and the third party shall include provisions substantially similar to the provisions hereof related to data privacy.
7. If a Party is required to provide information to an individual regarding Personal Data processed hereunder, such Party will promptly and reasonably cooperate with the other Party in providing such information and in responding to any other inquiries, responses, audits or investigations required or permitted by applicable Laws. Upon a Party's reasonable written request, the other Party will provide the requesting Party with such information that it has regarding Personal Data and its Processing hereunder to the extent necessary to enable the requesting Party to comply with its obligations hereunder and the applicable Privacy Laws.
8. Each Party shall ensure that it takes all reasonable steps necessary to implement physical, technical, administrative and other organizational measures, including such measures required under applicable Privacy Laws, to safeguard the Personal Data against loss, theft, damage or unauthorized or unlawful access or Processing, including in the event of a disruption, disaster or failure of its primary systems or operational controls.
9. Each Party shall establish, maintain and fully comply with written security (including security breach incident) policies and procedures, and risk management, monitoring, back-up, disaster recovery and audit processes as is necessary to comply with its obligations hereunder. As part of this obligation, each Party shall have a security incident response plan in place that includes procedures to be followed in the event of any actual, suspected, or threatened security breach, including unauthorized use, access, disclosure, theft, manipulation, or reproduction of Personal Data, or any actual, suspected or threatened security breach of any application or system associated with the accessing, processing, storage, communication or transmission of Personal Data. This security incident response plan includes a documented escalation procedure and process for internal escalation of an event and notification of an actual, suspected or threatened security incident affecting Personal Data as required hereunder;
10. Each Party shall ensure that all Personal Data Processed in the course of performing the iiNET services made available to you by IATA or the services made available by you to your customers, is securely and physically segregated from any other information owned or managed by it or other third parties, including implementing any necessary access barriers and password authorization procedures in connection therewith.
11. Without limiting the foregoing, each Party shall use commercially reasonable efforts, including through the use of rigorous systems security measures in accordance with industry standards, to guard against, identify and promptly terminate the unauthorized access, alteration or destruction of Personal Data.