



## Bonza Travel Trade Portal Terms (Authorised Agent)

Welcome to the Bonza Travel Trade Portal. We are pleased to have you with us.

### Definitions and Interpretation

**Agent** means a person who carries on business as a travel agent, and who is licensed as a travel agent (if required) under applicable laws;

**Agent Premium** means a surcharge which the Authorised Agent adds to a Fare whether in respect of a Booking or a subsequent Booking, or for and Related Services.

**Agent Personnel** means employees or consultants being personnel of Authorised Agent, but not that entity which the Authorised Agent represents or is engaged by.

**Agent Profile** the information of the Authorised Agent including,

- (i) full name of the Authorised Agent;
- (ii) full details of the trading structure of Authorised Agent, or entity which the Authorised Agent represents or is engaged by, as applicable;
- (iii) whether the Authorised Agent represents a Corporate Agent;
- (iv) IATA Agent Code of Authorised Agent;
- (v) Authorised Agent Identifier(s);
- (vi) address of Authorised Agent;
- (vii) email address of Authorised Agent;
- (viii) mobile number and landline (if applicable) of Authorised Agent, or applicable Agent Personnel;
- (ix) credit card or debit card information of Authorised Agent; and
- (x) such other Personal Information of Agent Personnel.

**Agent Services** means services provided as Bonza's Agent to Guests, and other Guests travelling on the same Itinerary and Bonza Services being purchased other than to Guests with special needs, including:

- making Bookings and purchase of Related Services via the Travel Trade Portal on behalf of Guest and Guests travelling with Guest on same Itinerary; or
- making and receiving payments on behalf of or from a Guest (as applicable).

**Australian Consumer Law** means Schedule 2 of the Competition and Consumer Act 2010 (Cth), and the Australian Consumer Law Regulations being as set out in Parts 6 and 7 of the Competition and Consumer Regulations 2010.

**Authorised Agent** means an Agent which carries on business as a travel agent and is licensed as a travel agent (if required) and is authorised by Bonza to conduct Agent Services.

**Authorised Agent Identifier** means an identifier issued by Bonza to an (i) Authorised Agent or (ii) Agent Personnel in addition to the IATA Agent Code.

**Appointment** means appointment by Bonza of Agent as Authorised Agent.

**Branding Guidelines** means the branding guidelines by Bonza from time to time, which can be requested by emailing [traveltrade@flybonza.com](mailto:traveltrade@flybonza.com).

**Bonza** means **Bonza Aviation Pty Ltd**, (ACN 653 309 909), a company incorporated under the laws of Australia, with a place of business at Level 5, 60 Martin Place, Sydney, NSW, 2000.

**Bonza Personal Information** means passenger name record data, the Guest Profile, and other Personal Information of Bonza including Personal Information of Guests, subject only to the rights of the Guest to his or her specific Personal Information

**Booking** means a Guest reservation booking recorded in a travel document issued by Bonza for a reservation of a Bonza Flight or Itinerary made by an Authorised Agent on behalf of a Guest.

**Carriage** means domestic carriage between points within Australia with no transfer outside Australia.

**Change Fee** means a Fee payable in order to change a confirmed Booking which may be the difference between the Fare for the original Booking and the then current Fare for a new Booking, or as otherwise determined by Bonza.

**Change of Control** means a change in:

- a) control of the composition of the board of directors of a corporation;
- b) control of more than half the voting rights attaching to shares in a corporation;
- c) control of more than half the issued shares of a corporation (excluding any share which carries no right to participate beyond a specified amount in the distribution of either profit or capital); or
- d) control as defined in the Corporations Act 2001 (Cth).

**Charge** means Bonza's charges including Fares, and charges for Related Services and third-party charges including the charges which are summarised in the Conditions of Carriage, and **Charges** has the corresponding meaning.

**Conditions of Carriage** means the applicable Fares and rules of carriage governing the transport of a Guest which are incorporated by reference in the Ticket of that Guest, which can be located at <https://www.flybonza.com/conditionsofcarriage> as amended and updated from time to time.

**Content** means Bonza's information (including in electronic form) in respect of Flight Details and Services, which includes Bonza Personal Information, including as published via Bonza's website and the Travel Portal.

**Content Differentiation** means different Content being made available by Bonza or its distribution partners to Guests, Authorised Agents and any other channel through which Bonza makes Content available at any time, including without limitation, retaining different, discrete, better or richer Content for Guests under the Travel Portal direct, or providing different, discrete, better or richer Content to certain specific Authorised Agents based on objective criteria.

**Corporate Agent** means an Agent with more than one Agent entity.

**Cyber Breach** means an incident involving unauthorised use of Malicious Code, a data hack, denial of service, cyber-attack, or unauthorised access, including fraudulent access or access by a rogue individual connected with the Authorised Agent to Bonza Content, Guest Personal Information or Bonza Personal Information, whether prescribed by statute regulation or otherwise.

**Cyber Risk Standard** means ensuring the use of commercially available and appropriate antivirus, anti-malware, anti-ransomware protections, including security protections to safeguard the systems, networks, infrastructure and equipment of the Guest, Agent and Bonza against a Cyber Breach.

Data Standard means:

- (i) compliance with the Australian Privacy Act (1988) (Cth) and all applicable data protection laws and regulations;
- (ii) safeguarding and retaining duplicate copies of all Guest Personal Information processed by the Authorised Agent unless retention conflicts with the express wishes of the Guest in respect of the Guest's specific Personal Information; and
- (iii) where practicable running regular back-ups of all Guest Personal Information processed by the Authorised Agent.

**Digital Support Centre** means Bonza's online help desk functionality providing live and virtual assistance services to Guests.

**Fare** means fares, charges and tariffs in respect of Bonza Flights related to the Conditions of Carriage, published by Bonza via the Travel Portal, or communicated via the Digital Support Centre, including Change Fees.

**Fare Family** means a selection of a group of Fares according to specific criteria determined by Bonza, including Fare Rules.

**Fare Rules** means the specific terms associated with the type of Fare (for example, introductory or sale Fares may be non-changeable).

**Flight** means a single segment Guest air service for carriage of Guest domestically between origin and destination within Australia, and such Related Services as are either selected by the Guest at the time of Booking or subsequent, and chargeable by Bonza.

**Flight Details** means the Flight details, including local departure time, origin, destination and local destination arrival time, and details of Related Services.

**Flight Services** means services additional to a Flight which include, without limitation, exit row seat, selected meal, selected beverage, non-food merchandise for purchase, additional baggage allowance, and Excess Baggage Charge (defined in the Conditions of Carriage).

**Group Booking** means a Booking in respect of ten (10) or more Guests.

**GST** has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Guest** means passenger and includes a group travelling together on the same Itinerary.

**Guest Profile** means the information of the Guest, including their:

- a) full name, which must be identical to photo identification, such as passport or driving licence;
- b) address;
- c) email address;
- d) telephone number (if available);
- e) mobile number, being the number to which Bonza may send SMS messages or via instant messaging platforms;
- f) consent to Bonza communicating with them via SMS or instant messaging platform;
- g) credit card or debit card information;
- h) dietary requirements; and

- i) other such Personal Information requested by Bonza which is relevant to the Booking.

**Infant** means a Guest aged 2 years and under at the time of travel.

**Insolvency Event** means any of the following events in relation to the Authorised Agent:

- (i) the Authorised Agent informs Bonza in writing or informs creditors generally or passes a resolution to the effect that it is insolvent or is likely to become insolvent or the Party is deemed to be insolvent under any legislation;
- (ii) the Authorised Agent enters, attempts or proposes to enter a scheme of arrangement or any other form of court sanctioned corporate reconstruction (other than if the Authorised Agent can demonstrate to Bonza's satisfaction that it is to carry out a reconstruction or amalgamation whilst solvent);
- (iii) the Authorised Agent enters, attempts to enter or proposes to enter a compromise or other arrangement with creditors or any class of its creditors;
- (iv) the Authorised Agent has a liquidator, provisional liquidator, administrator, insolvency officer or any other similar official appointed to it or its property;
- (v) the Authorised Agent takes any steps to obtain, or is granted, protection from creditors under any law;
- (vi) any charge, mortgage or encumbrance is enforced or exercised against any material asset of the Authorised Agent;
- (vii) the Party has an application made to the court for its winding up and such application is not withdrawn or dismissed within 14 days;
- (viii) the Party ceases to carry on its business or a material part of it, or threatens to do either of those things without the prior written consent of the other Party (which consent may not be unreasonably withheld);
- (ix) the Party has a winding up order made against it, is deregistered, dissolved or has any steps taken against it to enforce a judgement of a court or an arbitral award; or
- (x) the Party has something having substantially similar effect to any of the events specified above occur in any jurisdiction.

**Intellectual Property** means all copyrights, patents, trade secrets or any other forms of intellectual property rights conferred under statute, common law or equity relating to, without limitation, inventions (including patents), registered and unregistered trademarks and designs, circuit layouts, data, APIs, domains, URLs, and databases, know-how, and all other rights resulting from intellectual activity. Intellectual Property also includes any enhancement, modification, derivative work and concepts of the Intellectual Property. **Intellectual Property Rights** has a corresponding meaning.

**Itinerary** means a Guest journey of one or more Flights recorded in a travel document or Ticket.

**Non-Flight Services** means services additional to but unrelated to a Flight which may be remarketed by Bonza, including without limitation, insurance, hotel accommodation or car rental.

**Notifiable Data Breach** has the meaning in the Privacy Act (1988) (Cth) as amended.

**Malicious Code** means any unwanted files or programs that can cause harm to a computer/device or compromise data stored on a computer/device and include ransomware.

**Minor** means a person between the ages of 2, until their 18<sup>th</sup> birthday.

**PCIDSS** means the Payment Card Industry Data Security Standard.

**Personal Information** has the same meaning given in the Privacy Act (1988) (Cth) as amended and includes credit and debit card information and IP addresses.

**PNR** means passenger name record.

**Privacy Policy** means Bonza's Privacy Policy which can be located at [<https://www.flybonza.com/privacy>] as amended and updated from time to time.

**Related Body Corporate** has the same meaning given on Section 50 of the Corporations Act (2001) (Cth).

**Related Services** means Flight Services and Non-Flight Services provided by Bonza additional to a Flight.

**Security Standard** means standards aligned with ISO 27001 (as updated and replaced from time to time) or a similar or higher standard of information security.

**Services** means Flights, Related Services, Digital Support Centre services provided by Bonza to Guests.

**Ticket** means a ticket issued by Bonza in respect of a Booking, including an electronic ticket.

**Travel Portal** means Bonza's proprietary software application and internet booking engine where Bonza Content is made available to Guests directly; and includes use of Bonza's website, mobile application, APIs, domain names, uniform resource locators (**URLs**), databases and related functions for the purpose of making Bookings

**Travel Trade Portal** means Bonza's proprietary software application and internet booking engine where Bonza Content is made available to Agents indirectly, and includes use of Bonza's website, mobile application, APIs, domain names, URLs, databases and related functions for the purpose of making Bookings.

**Travel Trade Portal Guest Terms** means the terms applying to Guests.

**Travel Trade Portal Terms** means the terms applying to Authorised Agents.

**Web Terms** means these web terms being:

- a) the terms between Bonza and Guest for direct Bookings via the Travel Portal in accordance with the Travel Trade Portal Guest Terms; and
- b) the terms between Bonza and Authorised Agent for indirect Bookings by Authorised Agents as Agent Services for Guests via the Travel Trade Portal in accordance with the Bonza Travel Trade Portal Terms.

## **Operative Provisions**

### **Travel Trade Portal Terms – Authorised Agent**

These Bonza Travel Trade Portal Terms apply to all Bookings made by an Authorised Agent in respect of a Guest being purchased via the Travel Trade Portal, the Services and all communications in respect of Bookings with Bonza, including via the Digital Support Centre whether made via the Travel Trade Portal or otherwise.

The material contained in the Travel Trade Portal and Bonza's website is protected by copyright. The Authorised Agent acknowledges that all Intellectual Property Rights to the Travel Trade Portal and the output from the Travel Trade Portal are and remain proprietary to Bonza, and the Authorised Agent must obtain the same acknowledgement from the Guest.

The Agent acknowledges that Bonza has the right to determine the manner of sale of its Services via this Travel Trade Portal.

Bonza makes no warranty and disclaims liability for any bug, error or malfunction in the Travel Trade Portal, including incompatibility with the Authorised Agent's or Guest's device(s), a failure to complete a Booking or Related Service resulting from poor internet connectivity, disruption of the Travel Trade Portal or the Bonza website being unavailable due to excess demand.

Bonza makes no warranty and disclaims liability for maintaining the Travel Trade Portal or keeping it up to date. Any bug, error, incompatibility or malfunction in the Travel Trade Portal does not constitute a breach of these Bonza Travel Portal Terms.

## **Changes to These Terms**

Bonza may make changes to these Web Terms without notice. The updated Web Terms will be operative from the time they are published on the Travel Trade Portal.

Subject to the Australian Consumer Law, the terms and conditions applicable to a Booking and Related Services under a Guest's Itinerary are those that are published at the time Bonza confirms the Booking and not the time the Booking is made.

## **Contract Formation**

These Travel Trade Portal Terms form a binding contract between Bonza and the Agent and/or the entity which the Agent represents or is engaged by, as applicable, from the time they agree to these terms.

The Authorised Agent confirms the consideration for such contract is the real value in the benefit of the Services which the Authorised Agent is able to access via the Travel Trade Portal, and the ability to charge the Agent Premium.

## **Appointment**

In order to become an Authorised Agent, the Agent must first provide the Agent Profile to Bonza and confirm their agreement to these Travel Trade Portal Terms before Bonza may review and confirm or reject their Appointment.

The full, and accurate completion of all mandatory fields in the Agent Profile is a prerequisite to an Appointment. The Agent must disclose at the time of completing and submitting the Agent Profile to Bonza if it is a Corporate Agent. If the Agent represents a Corporate Agent, Bonza may require evidence of authority of such representation.

Bonza has no obligation to confirm Appointments, but it may do so by email to the email address provided in the Agent Profile.

For such time as the Appointment remains valid and is not revoked for any reason, the Agent is an Authorised Agent.

## **Scope of Agency**

Only an Authorised Agent is authorised to provide Agent Services.

The Authorised Agent must at all times comply with all directions from Bonza with respect to Agent Services, Content, flight Status, Fare conditions, advertising and other matters within the scope of the Appointment.

The Authorised Agent shall not represent themselves as a general agent. The Authorised Agent is not a representative of the ticket office of Bonza. The Authorised Agent is not a cargo agent of Bonza.

Bonza may impose additional terms on an Authorised Agent, which become part of these Travel Trade Portal Terms when agreed in writing including by exchange of email.

The Authorised Agent has no authority to represent Bonza other than as specifically authorised by these Travel Trade Portal Terms and the scope of agency.

### **Authority to Bind**

The individual who completes and submits the Agent Profile to Bonza warrants that they are Agent Personnel with authority to bind the Agent and/or the entity which the Agent represents or is engaged by, as applicable.

### **Promotion**

The Authorised Agent will actively promote Bonza's Fares and Services to Guests in Australia. The Authorised Agent will share the particulars of its own promotional activities with Bonza upon request and participate in Bonza's promotions when requested in accordance with Branding Guidelines.

### **Trade Mark and Logo (Branding Guidelines)**

Bonza grants Authorised Agent and Agent Personnel a personal, non-exclusive, royalty free, non-sublicensable, non-transferrable licence to use the Bonza logo and trade mark in the form below in communications with Bonza and Guests for the sole purpose of making and paying for Booking, Related Services, and related Agent Services for Guests, and limited to the time required to make such Booking.



TM proprietary to Bonza Aviation Pty Ltd

The Authorised Agent must comply with and adhere to Bonza's Branding Guidelines.

### **Bonza's Good Reputation**

The Authorised Agent shall ensure in all its dealings with Guests that it preserves the good name and reputation of Bonza. The Authorised Agent has no authority to represent Bonza other than in strict accordance with the Appointment and scope of agency and cannot make any public statement or media release which names Bonza, or from which Bonza may be inferred, without Bonza's prior written approval.

### **IATA Agent Code**

For IATA Registered Agents, the IATA Agent Code is a required element of the Agent Profile.

By providing an IATA Agent Code, the Authorised Agent confirms it is an IATA Accredited Travel Agent authorised under the specific IATA Agent Code provided, and that these Travel Trade Portal Terms represent Bonza's 'Agency terms and Travel Agent's Handbook' for the purposes of IATA Resolution 824 (Passenger Sales Agency Agreement Version II).

## **Agent Identifiers**

Bonza may issue an Authorised Agent or Agent Personnel with an identifier, and anyone issued with an identifier must comply with Bonza's requests in relation to it.

The identifier must be included in any Booking and purchase of Related Services, including changes to them. Failure to do so will mean any such Bookings and purchase of Related Services will not be associated with the Authorised Agent or Agent Personnel for any purpose.

## **Authority to Use Travel Trade Portal and Scope of Use**

Bonza grants to the Authorised Agent a personal, non-exclusive, royalty free, non-sublicensable, non-transferrable authorisation to access and use the Travel Trade Portal for the sole purpose of determining a Fare for a Flight and making a Booking and Related Services on behalf of a Guest and limited to the time required to make such a Booking.

The use of the Travel Trade Portal by Authorised Agent other than as expressly authorised is prohibited.

The Authorised Agent shall not attempt to reverse engineer any software in the Travel Trade Portal. Any attempt, whether by the Authorised Agent, Guest, third party, or otherwise, to extract data from or to effect a Cyber Breach on the Travel Trade Portal is strictly prohibited.

The Authorised Agent accepts responsibility to ensure that the Authorised Agent's computer/ device, IT equipment and systems are free from virus and Malicious Code.

Except with Bonza's prior written consent, the Authorised Agent has no right to modify, copy, reproduce, store, translate, publish, distribute, capture, transfer or sublicense any Content or material from the Travel Trade Portal, or create any derivatives of such Content.

The Authorised Agent acknowledges that Bonza has the right to authorise licensees to display Content, such as price comparison websites and fare aggregators. Bonza may open other sales and distribution channels at any time in its discretion.

The Authorised Agent acknowledges that Bonza has the absolute right to investigate any use of the Travel Trade Portal by the Authorised Agent, Guest or third party outside of the scope of use. The Authorised Agent consents to this right and will reasonably cooperate with all such investigations.

## **Suspension and Block - Bonza's right to place hold conditions on Authorised Agent**

In addition to Bonza's other rights and remedies, the Authorised Agent acknowledges that Bonza may suspend the Authorised Agent's rights to access and use the Travel Trade Portal at any time in its discretion and without liability to the Authorised Agent, Guest or third party.

This suspension right may be invoked immediately and without notice should Bonza consider access by the Authorised Agent to be unauthorised or a threat to Bonza's systems, networks, infrastructure or equipment, or those of the Guest or Bonza's other Agents, licensees or third parties.

Bonza may lift a suspension or apply a block to an Authorised Agent, Guest or third party for as long as it considers appropriate in the circumstances.

## **Agent Log-in to Travel Trade Portal**

The Authorised Agent may only provide Agent Services via the Authorised Agent's unique log-in to the agent section of the Travel Trade Portal. The Authorised Agent will keep passwords secure and confidential. Only one login will be associated with a single IATA Agent Code.



Bonza makes no warranty as to the availability of Agent to access the Travel Trade Portal.

### **Agent Personnel**

The Authorised Agent is responsible for acts and omissions of Agent Personnel and must ensure at all times that Agent Personnel are skilled and qualified to provide Agent Services.

The Authorised Agent shall keep the details of Agent Personnel, including all mandatory Agent Profile information, up to date. To assist Bonza in maintaining the accuracy of its records, the Authorised Agent must promptly inform Bonza when an Agent Personnel ceases to represent the Authorised Agent.

### **Expenses**

The Authorised Agent is not entitled to reimbursement for any expenses from Bonza in respect of the Appointment.

### **Training**

Bonza offers no training to Agent Personnel in respect of the use of the Travel Trade Portal.

### **Guest Profile**

The Authorised Agent is responsible for collecting the applicable particulars of the Guest Profile. The accurate completion of mandatory portions of the Guest Profile is a prerequisite for and forms the basis of the passenger details of all Bookings. If any information is found to be inaccurate or incomplete, the Authorised Agent shall provide or ensure the Guest provides the correct information to Bonza within 24 hours of Bonza's request.

### **Full and Complete Information**

The Authorised Agent warrants that all details of the Agent Profile are true, accurate, correct and complete, and will update the Agent Profile immediately and proactively should any information become out of date. The Authorised Agent agrees to provide Bonza with full and complete information in relation to all Guests and their Bookings and purchase of Related Services made by Authorised Agent on behalf of the Guest(s).

### **Additional Information**

Bonza reserves the right to request from the Guest and the Authorised Agent shall obtain the Guest's agreement to provide additional information in support of payment, the Booking and Related Services, including at the time of check-in, to verify the original purchase has been made.

Such information may include evidence of the payment card used or a different credit or debit card or other form of payment should the original payment card have expired since the time of purchase, or government-issued photo identification of the Guest, including identification documents described in the Conditions of Carriage.

### **Guest Acknowledgments via Authorised Agent**

The Authorised Agent is responsible for ensuring that the Guest:

- (a) confirms that they are at least 18 years of age, and agrees to supervise all other Guests travelling on the same Itinerary who have not reached the age of majority, including Infants and Minors;

- (b) has obtained approval, authority and consents from other Guests travelling on the same Itinerary to provide the Guest Profile and Personal Information of such other Guest(s);
- (c) has obtained approval, authority and consents from other Guests travelling on the same Itinerary to delete or modify the Booking and Itinerary;
- (d) has the legal right and authority to make a Booking for the Flight and Related Services through the Authorised Agent via the Travel Trade Portal;
- (e) agrees that by making a Booking for the Flight and Related Services from the Authorised Agent, the Guest is not in breach of any contract, law or regulation or Intellectual Property of any third party;
- (f) complies with all applicable laws in respect of the provision of Agency Services, and all requests of Bonza in relation to the Booking;
- (g) accepts full responsibility in making all payments, including taxes and related Charges and Agent Premium;
- (h) if they wish to make any changes to the Booking or procure further Related Services, comply with and not breach the grant of rights to use or the scope of use in respect of access to the Travel Trade Portal;
- (i) agrees that they have no claim for any circumstances including any losses and/or damages arising in respect of a suspension or block, whether in respect to the Guest's own access or the Authorised Agent's access to the Travel Trade Portal; and
- (j) confirms that all information provided to Bonza including the Guest Profile is accurate and will verify accuracy of all information within 24 hours on Bonza's or the Authorised Agent's request.

## **Bookings**

Bookings will not be confirmed until Bonza has received the Guest Profile and full payment of all Fares and Charges in respect of such Booking.

All Bookings are non-transferable. Only the Guest whose name appears on the confirmed Booking is authorised to travel on that Booking.

## **Authorised Agent Bookings**

The Authorised Agent may only issue a Booking to a Guest if the Booking is confirmed in line with the Conditions of Carriage.

Without limiting Bonza's right to communicate directly with the Guest, the Authorised Agent may issue their own Itinerary to the Guest with the Authorised Agent's logo in respect of a confirmed Booking, provided it also contains Bonza's logo in equal size and in conformance with Brand Guidelines and includes at minimum:

- (i) the full name(s) of all Guests on the Itinerary;
- (ii) PNRs issued by Bonza;
- (iii) the departure time of the originating Flight in local date and time, with complete departing terminal information;
- (iv) check-in times;
- (v) checked baggage and carry-on bag allowances;
- (vi) the applicable Fare Rules with respect to the Booking;
- (vii) the arriving time of the destination Flight (which may be the originating Flight or a different Flight in the same Itinerary) in local date and time with arriving terminal information;
- (viii) description of Related Services; and

(ix) links to the Conditions of Carriage and Privacy Policy, or any other terms that Bonza may require from time to time.

The Authorised Agent is liable for any dispute or liability for claims for losses and/or damages arising from any errors or omissions in the Itinerary provided by them where Bonza has otherwise provided the correct information.

### **Group Bookings**

The Authorised Agent shall confirm where relevant that Group Bookings and Related Services are not available via the Travel Trade Portal.

Group Bookings and Related Services may be made by the Guest via the Digital Support Centre, at Bonza's discretion, or by contacting Bonza via email to [groups@flybonza.com](mailto:groups@flybonza.com) or other such email advised by Bonza from time to time.

### **Charter and Tour Bookings**

The Authorised Agent shall confirm where relevant that Charter and Tour Bookings are not available via the Travel Trade Portal.

Charter and Tour Bookings may be made by the Guest by contacting Bonza via email to [groups@flybonza.com](mailto:groups@flybonza.com) or other such email advised by Bonza from time to time.

### **Confirmation of Booking**

A Booking and Related Services will be confirmed from the time Bonza provides a confirmed Itinerary and Tax Invoice.

Bonza will provide the Authorised Agent and/or the Guest with an email confirming that the Booking and Related Services have been confirmed, together with the Itinerary and Tax Invoice.

### **Rescheduling**

Bonza's Rescheduling Policy is found in the Conditions of Carriage.

Cancellations by Guests are not permitted.

The Authorised Agent acknowledges and agrees to obtain the Guest's acknowledgement that Bonza may cancel a Booking if payment has not been received, if fraud is suspected, where unauthorised agents book tickets for Guests or in the event of a dispute or chargeback in relation to payment.

If the Guest does not travel on a confirmed Booking, due to a change of mind or any other reason, no refund of Fare or Related Services, Agency Services or Agent Premium is due.

Related Services are cancelled and forfeit at the time the related Booking is cancelled.

### **Fares and Charges**

Fares and Charges are subject to change until purchased. Fares and Charges are non-refundable, other than in accordance with the Rescheduling Policy, or unless specified as a condition at the time of Booking. Refunds or credits, if any, are at Bonza's sole discretion. Fares and Charges may be bundled together.

No increase in Fare for the Flight will be payable from the time the Booking and Related Services are confirmed and the later of time of travel; or time of increase in Fare provided there is no change to the Itinerary. Charges may apply for goods or Services purchased at the time of the Booking, if there's a change to the Booking, or onboard the Flight.

### **Agent Premium**

Bonza authorises the Authorised Agent to pass on Fares, and Charges to the Guest. Bonza authorises the Authorised Agent to add the Agent Premium to the Fare, provided payment of such Agent Premium is first brought to the attention of and specifically agreed by the Guest.

No Agent Premium may be added to a Fare unless it has first been fully and clearly disclosed to the Guest in writing.

The Authorised Agent is responsible for collecting the Fares, Change Fee(s), Charges and the Agent Premium from the Guest.

Bonza has no obligation to pay any Agent Premium or make any payment to the Authorised Agent, for remuneration, incentives or any other charge related to Flights or Services. Without limiting the generality of the previous sentence, Bonza has no obligation to pay any remuneration to the Authorised Agent for any Booking changes.

### **No Commission or Other Incentive**

Bonza offers no commission nor incentive to the Authorised Agent.

### **Taxes, Tax Invoice and GST**

The Authorised Agent is responsible for the collection and payment of taxes (including GST) and non-Bonza charges in respect of Bookings and Related Services, including bank, credit card, debit card or like fees. The Authorised Agent shall obtain the Guest's acknowledgement of all additional amounts in excess of the Fare and Charges at the time of making payment for the Booking or change to the Booking.

The Authorised Agent shall issue the Guest with a Tax invoice for all Agency Services at the time of the Booking or purchase of Related Services. The Authorised Agent confirms all Tax Invoices are GST compliant at the time of issue. All Tax Invoices issued to Guest must contain the minimum requirements of an Authorised Agent Booking as described in the 'Authorised Agent Booking' section above.

### **Baggage Policy**

Bonza's Baggage Policy is found at the Bonza App and more fully described in the Conditions of Carriage.

### **Persons with Special Needs Requiring Specific Assistance**

The Authorised Agent has no authority and shall not provide Agency Services to persons with special needs. The Authorised Agent may refer persons with special needs to the Digital Support Centre for making enquiries for a direct Booking.

## **Handling Credit Card Data and PCIDSS**

The Authorised Agent warrants to Bonza that it will handle the Guest credit card data securely and will ensure that it has sufficient resources and processes and technology to ensure compliance with PCIDSS in the processing and storing of credit card details.

## **Payment**

Bonza will accept payment via credit card, debit card and POLi payments.

Payment via the iATA Billing and Settlement Plan (BSP) is not offered. Bonza may accept BSP payments at a future time.

Bonza may change its payment options by adding or withdrawing methods of payment. Bonza may require a payment to be made via an alternative payment method. In addition to its other rights, Bonza may place a hold over a payment.

All Payments are made via the payment functionality forming part of the Travel Trade Portal or by phone.

The Authorised Agent must obtain Guest acknowledgement that Bonza is fully authorised to deduct the Fare, Charges and all payments for the Booking via an Authorised Agent or Guest credit card, debit card or account without a physical signature or PIN.

Bonza will confirm receipt of payment by a message communicated via the Travel Trade Portal or via the Digital Support Centre.

## **Encryption**

Payment information in respect of Bookings and Related Services is encrypted during transmission. Bonza makes no warranty and disclaims liability for failure in the strength or effectiveness of encryption.

## **Communication**

The Authorised Agent and Agent Personnel consents to receiving communications from Bonza and its Agents and licensees via email, SMS and instant messaging platforms (such as WhatsApp). Bonza's primary means of communicating with the Authorised Agent or Agent Personnel will be via email, and the Authorised Agent consents to receiving emails for the duration of the Appointment. The consent to receive communications via SMS and instant messaging platform remains in force until the Authorised Agent expressly revokes it in writing, which may be communicated via a confirmed email, a confirmed SMS or a confirmed communication with the Digital Support Centre.

The Authorised Agent warrants that it will obtain the Guest's consent to receive communications via email, SMS and instant messaging platform from itself, Bonza, and its Agents and licensees. This consent remains in force until the Guest expressly revokes it in writing to either the Authorised Agent who must immediately inform Bonza, or directly to Bonza, via a confirmed email, a confirmed SMS or a confirmed communication with the Digital Support Centre.

## **Marketing**

The Authorised Agent agrees to receiving marketing and promotional material and other such information by email and understands that it can unsubscribe to these messages at any time.

The Authorised Agent shall ensure that all its advertising complies fully with Australian advertising, consumer and other laws. Where applicable governing legislation and regulations require, the Authorised Agents' advertising of Fares ,Charges [or Bundles] must quote a single price for each Fare ,Charge [or Bundle], together with a total that is inclusive of GST and all third party and government surcharges, fees and taxes.

## **App Notifications**

If the Authorised Agent elects to receive them, Bonza may communicate with the Authorised Agent via in-app notifications sent to the Authorised Agent's device.

The Authorised Agent shall obtain the Guest's consent for Bonza to communicate by in-app notifications sent to the Guest's device. If Guest elects to receive them, Bonza may communicate with Guest via in-app notifications sent to Guest's device.

## **Communications outside of the Travel Trade Portal**

All communications between Bonza and Guest and/or Authorised Agent or other Agents and/or licensees with respect to a Booking and Related Services, including via the Digital Support Centre, SMS or instant messaging platform are subject to the Web Terms.

Bonza makes no warranty and disclaims liability for any error including network error, poor internet connectivity, IT equipment failure or incompatibility, or platform failure arising in the course of such communications.

## **Content**

The Authorised Agent acknowledges that all Content is and remains proprietary to Bonza. The Authorised Agent shall obtain the Guest's permission for Bonza to re-market anonymised PNR data, including the PNR of the Booking.

The Authorised Agent has no authority to reproduce Content without Bonza's consent, and the Authorised Agent's rights to Content are limited by the scope of agency. Likewise, the Authorised Agent shall ensure that the Guest acknowledges that the Guest has no authority to reproduce Content without Bonza's consent, and the Guest's rights to Content are limited by the Web Terms.

Bonza will make Content available to the Guest directly or via the Authorised Agent in order for the Guest to make Bookings, procure Related Services and pay Fares and Charges for Related Services via the Travel Trade Portal.

Bonza makes no warranty to the Authorised Agent or the Guest as to the accuracy of any Content. Incomplete or inaccurate Content communicated or made available via the Travel Trade Portal by Bonza does not constitute a breach of these Travel Trade Portal Terms.

## **Content Differentiation**

The Authorised Agent acknowledges that Bonza has sole discretion with respect to Content Differentiation. The Authorised Agent has no claim for any specific Content from Bonza.

## **Guest Relationship**

The relationship between Bonza and the Guest is and remains that of Principal and Guest. Notwithstanding the Appointment, the Authorised Agent consents to Bonza making direct contact with Guest in respect of any matter directly or indirectly relating to:

- a) the agency;
- b) a Booking, or change to a Booking;
- c) a purchase, or changes to a purchase, of Related Services;
- d) Fares;
- e) Charges;
- f) Conditions of Carriage; and/or
- g) the Privacy Policy.

The Authorised Agent will assist Bonza in making contact with the Guest in relation to their Booking, change to Booking, and Related Services, including providing the most up to date contact information held by the Authorised Agent in respect of the Guest.

The Authorised Agent shall obtain the Guest's acknowledgement that no relationship of joint venture, partnership, employment, consulting, or agency exists between Bonza and the Guest arising from or as a result of the Web Terms.

### **Confidentiality**

All Bookings, Related Services of a Guest, Agent Services of an Authorised Agent, and Personal Information are confidential. Bonza may disclose confidential information to its Related Bodies Corporate, its authorised contractors, and its advisers, and where required by law.

### **Authorised Agent's Intellectual Property**

To the extent Bonza requires the Authorised Agent's Intellectual Property to complete a Booking and Related Services, in respect of the Agent Services, or for other purpose related to the scope of the agency, the Authorised Agent grants to Bonza a non-exclusive, royalty free, licence and authorisation to access and use such Intellectual Property for any purpose related to these Trade Travel Portal Terms.

### **Personal Information**

Personal Information of Guests are shared with Bonza will be processed by Bonza in accordance with the Privacy Policy.

The Authorised Agent warrants to Bonza that it will obtain all acknowledgements, approvals, authority and consents from the Guest to process their Personal Information in accordance with law and the Privacy Policy.

The Authorised Agent authorises Bonza and freely consents to Bonza processing the Agent Profile and the Authorised Agent's Personal Information in relation to Bookings and Related Services accordance with the law and the Privacy Policy.

### **Safeguarding Personal Information**

The Authorised Agent acknowledges that it has an obligation to safeguard any and all Personal Information and the systems, network, infrastructure and equipment of both the Guest and Bonza.

### **Regular reviews of Data Management**

Should Bonza consider that the Authorised Agent may be involved in any activity which may compromise Personal Information, Bonza may request the Authorised Agent to participate in a data review. The Authorised Agent must cooperate fully with such review including by providing documents in respect of particular Bookings and Related Services, supporting evidence in respect

of the Authorised Agent's systems, network, infrastructure and equipment used for all activity or purposes related to Bookings, Related Services and of Bonza Services.

### **Notifiable Data Breach and Cyber Breach**

In the event of a breach of Personal Information amounting to a Notifiable Data Breach, or a breach of the Cyber Risk Standard amounting to a Cyber Breach, the Authorised Agent shall notify Bonza as soon as possible and in any event within 24 hrs from the time of first being made aware. The Authorised Agent will not communicate directly with a regulatory authority in respect of such Notifiable Data Breach or Cyber Breach without Bonza's prior first agreeing to the communication with Bonza.

### **Record Retention**

The Authorised Agent will apply the Data Standard in retaining records of Guests and Bookings and provision of Bonza Services for a period of twelve (12) months from the date of the confirmed Booking.

### **Australian Consumer Law**

The Authorised Agent and the Guest may be entitled to the guarantees available under Australian Consumer Law and other laws for domestic Carriage within Australia if the Flight is delayed, rescheduled, or cancelled. Bonza does not give any express or implied guarantees, warranties or representations with respect to the use of the Travel Trade Portal outside those required by these laws. Bonza's refund and reimbursement obligations are more fully described in the Conditions of Carriage.

### **Authorised Agent's Warranties**

The Authorised Agent warrants to Bonza and Guests, jointly and severally, that all information provided to Bonza including in respect of all Bookings and provision of Related Services and in the Agent Profile are true, complete and accurate with no undisclosed affiliation by the Authorised Agent.

The Authorised Agent further warrants that, in providing Agent Services, the Authorised Agent will comply with the Data Standard, Cyber Risk Standard and the Security Standard, and any other such standards that Bonza requires and notifies the Authorised Agent of from time to time.

### **Independent Judgement**

The Authorised Agent confirms that it has exercised its independent judgement in accessing the Travel Trade Portal and has not relied on any representation from Bonza or any of Bonza's personnel not expressly stated in the Web Terms, nor any publicity, document, catalogues or material produced by Bonza.

### **Agent Liability**

The Authorised Agent is liable for any claims by Guests for liability or losses against Bonza, Guest or third parties arising from any act or omission of the Authorised Agent and/or Agent Personnel acting outside the scope of agency.

### **Authorised Agent's Indemnity**

The Authorised Agent indemnifies, and will keep indemnified, Bonza for claims by Guests or third parties for losses and/or damages arising from:



- (i) any breach of any warranty contained in these Travel Trade Portal Terms;
- (ii) an intentional or unintentional failure to issue the Guest with a Tax Invoice in respect of Agency Services made by the Authorised Agent, or a Tax Invoice which fails to comply with GST;
- (iii) facts or circumstances outside the scope of agency, including without limitation, claims made by a Guest made outside the scope of the agency, or media statements made without prior written approval;
- (iv) any breach of any contract, law or regulation or Intellectual Property rights of any third party including use of the Bonza trade mark or logo outside of the scope of the license;
- (v) any errors or omissions in the Authorised Agent Itinerary submitted to the Guest where Bonza has otherwise provided the correct information, including where such errors or omissions resulted in the Guest not being able to board a Flight; and
- (vi) use of or distribution of Content other than for Agency Services of the specific Authorised Agent.

### **Authorised Agent's Insurance**

The Authorised Agent must carry out and maintain annual insurance cover for the period of the Appointment and 12 months thereafter, including insurance for:

- (i) Public Liability covering the Authorised Agent and Agent Personnel;
- (ii) Professional Indemnity and Cyber, covering the Authorised Agent and Agent Personnel for any claim (including by Bonza) for actual or alleged fault or negligence for an insured amount of at least \$1 million per occurrence; and
- (iii) Workers' Compensation, covering the Authorised Agent and Agent Personnel in such amounts as are required by law in each state to cover liability under statute and common law in each state where Agent Services are provided.

The Authorised Agent will demonstrate compliance with these requirements including providing a certificate of currency to Bonza evidencing such insurances upon reasonable request.

### **Liability and Disclaimer**

Subject to Australian Consumer Law, Bonza's liability for Flight delays or Flight rescheduling is limited to the Bonza's Rescheduling Policy, with all limitations described in the applicable Fare Rules for the specific Fare or Fare Family applying.

Bonza is not liable for any claims for losses and/or damages arising from the use of the Travel Trade Portal or any website which links to it or use of Content. Bonza is not responsible for maintaining any links to other websites or external sites.

Bonza's liability is several and not joint. Bonza's liability is limited and related only to the specific Booking.

Without limiting the above and subject to Australian Consumer Law, Bonza disclaims all liability for claims for losses and/or damages by the Authorised Agent, Guest or third parties arising from:

- (i) the Agent Premium in respect of any Booking;
- (ii) the accuracy of or availability of Content;
- (iii) the availability or lack of availability of seating or seating configuration on any particular Flight;
- (iv) Itinerary changes;
- (v) scheduling changes;

- (vi) Flight connections or the failure by a Guest to make a flight connection;
- (vii) Flight cancellations, other than for Circumstances Under Bonza's Control as defined in the Conditions of Carriage;
- (viii) the lack of availability to the Travel Trade Portal or Digital Support Centre;
- (ix) merchantability, or fitness for purpose of Flights or any Related Services; or
- (x) any inability to use the Travel Trade Portal or Digital Support Centre,

other than in accordance with Bonza's Rescheduling Policy.

### **Indirect and Consequential Loss Exclusion**

Subject to Australian Consumer Law and Bonza's Rescheduling Policy, Bonza is not liable to the Authorised Agent or Guest, and the Authorised Agent acknowledges and agrees to acquire the Guest's acknowledgement, that Bonza is not liable for any claims for losses and/or damages arising from causes or circumstances beyond Bonza's direct control, including Circumstances Outside Bonza's Control as defined in the Conditions of Carriage, whether arising in contract, statute, strict liability or tort (and in each case including negligence), or otherwise including losses which are indirect, special or consequential, such as loss of savings, loss of profits, loss of revenue, losses arising from lack of availability of a Flight, delay, change of Itinerary; from Content made available or otherwise; and/or lack or availability to the Travel Trade Portal or Digital Support Centre, any other form of communication whether by email, SMS or instant messaging, any Malicious Code introduced by Bonza to the Authorised Agent's or Guest's computer/device, IT equipment or systems, or any inability to use the Travel Trade Portal or Digital Support Centre.

### **Termination of Appointment of Authorised Agent**

In addition to Bonza's other rights and remedies, Bonza may immediately terminate or suspend the Appointment by communicating with the Authorised Agent via the email address in the Agent Profile if:

- a) the Authorised Agent or Agent Personnel (as applicable) are in breach or have breached a material term of this Agreement;
- b) the Authorised Agent or Agent Personnel (as applicable) fail or have failed to make or complete a payment of a Fare for a Booking, or a Charge for a Related Service and all related taxes, fees and charges;
- c) Bonza has reason to believe that the Authorised Agent or Agent Personnel (as applicable) are unable to make or complete a payment of a Fare for a Booking, or a Charge for a Related Service and all related taxes, fees and charges;
- d) in Bonza's opinion, a dispute has been raised, which cannot be remedied or will result in an outcome detrimental to the good name and reputation of Bonza;
- e) the Authorised Agent or Agent Personnel have acted outside the scope of agency;
- f) there's a Change of Control in respect of the Authorised Agent (to the extent applicable); and
- g) an Insolvency Event occurs with respect to the Authorised Agent (as applicable).

The Authorised Agent has no right of termination, other than its rights to elect not to make further Bookings or procure further Related Services on behalf of Guests. The Authorised Agent has no right of partial termination. In such event the Authorised Agent shall inform Bonza by communicating with the Digital Support Centre.

In the event of termination of the Appointment:

- a) the rights of the Authorised Agent and all Agent Personnel to the Travel Trade Portal shall immediately terminate;

- b) the rights of the Authorised Agent and all Agent Personnel to use the Bonza trade mark and logo shall immediately terminate; and
- c) the Authorised Agent will return to Bonza all Bonza Personal Information in such form as Bonza reasonable requests without any additional demand.

### **Provisions which survive Termination of Appointment**

The following provisions (identified by heading) shall survive the termination of the Authorised Agent:

- (i) Travel Trade Portal Terms – Authorised Agent;
- (ii) Authority to Bind;
- (iii) Contract Formation;
- (iv) IATA Agent Code;
- (v) Scope of Agency;
- (vi) Authority to Use Travel Trade Portal and Scope of Use;
- (vii) Suspension and Block - Bonza's right to place hold conditions on Authorised Agent;
- (viii) Guest Profile;
- (ix) Promotion;
- (x) Bonza's Good Reputation;
- (xi) Communication;
- (xii) Marketing;
- (xiii) Agent Identifiers;
- (xiv) Agent Log-in to Travel Trade Portal;
- (xv) Agent Personnel;
- (xvi) Bookings;
- (xvii) Guest Acknowledgments;
- (xviii) Group Bookings;
- (xix) Charter and Tour Bookings;
- (xx) Authorised Agent Bookings;
- (xxi) App Notifications;
- (xxii) Communications outside of the Travel Trade Portal;
- (xxiii) Fares and Charges;
- (xxiv) Taxes, Tax Invoice and GST;
- (xxv) Baggage Policy;
- (xxvi) Rescheduling;
- (xxvii) Persons with Special Needs Requiring Specific Assistance;
- (xxviii) Agent Premium;
- (xxix) No Commission or Other Incentive;
- (xxx) Expenses;
- (xxxi) Training;
- (xxxii) Handling Credit Card Data and PCIDSS;
- (xxxiii) Payment;
- (xxxiv) Encryption;
- (xxxv) Confirmation of Booking;
- (xxxvi) Additional Information;
- (xxxvii) Content;
- (xxxviii) Content Differentiation;
- (xxxix) Full and Complete Information;
- (xl) Guest Relationship;
- (xli) Confidentiality;
- (xlii) Authorised Agent's Intellectual Property;

- (xliii) Safeguarding Personal Information;
- (xliv) Regular reviews of Data Management;
- (xlv) Notifiable Data Breach and Cyber Breach;
- (xlvi) Australian Consumer Law;
- (xlvii) Independent Judgement;
- (xlviii) Agent Liability;
- (xlix) Authorised Agent's Warranties;
  - (i) Personal Information;
  - (ii) Record Retention;
  - (iii) Authorised Agent's Indemnity;
  - (liii) Authorised Agent's Insurance;
  - (liv) Liability and Disclaimer;
  - (lv) Trade Mark and Logo (Branding Guidelines);
  - (lvi) Termination of Appointment of Authorised Agent;
  - (lvii) Liability and Disclaimer;
  - (lviii) Indirect and Consequential Loss Exclusion;
  - (lix) Disputes;
  - (lx) Conditions of Carriage;
  - (lxi) Priority;
  - (lxii) Governing Law; and
  - (lxiii) Entire Agreement.

## **Help and Feedback**

In addition to cooperation by the Authorised Agent with any investigation in respect of use of the Travel Trade Portal, the Authorised Agent will provide feedback to Bonza about the process of making Bookings and Related Services and purchase of Bonza Services and the Travel Trade Portal. Such feedback may be made via the Digital Support Centre or Help Desk.

## **Disputes**

Disputes, including without limitation in respect of claims for losses and/or damages arising in respect of Bookings, Related Services, Conditions of Carriage, delays, scheduling, interconnecting Flights, baggage, suspension or blocks, and disputes in relation to the Authorised Agent, Guest or other Guests travelling on the same Itinerary may be raised via the Digital Support Centre at first instance. The Authorised Agent must keep disputes raised with Bonza strictly confidential.

## **Conditions of Carriage**

The Guest acknowledges that in addition to these Travel Trade Portal Terms, all Bookings and Related Services are governed by and subject to the terms of the Conditions of Carriage and rules of Bonza.

## **Governing Law**

These Travel Trade Portal Terms and all disputes arising are governed by the Laws of New South Wales, and Bonza and the Authorised Agent each submits to the non-exclusive jurisdiction of the Courts of Sydney.

## **Priority**

These Travel Trade Portal Terms have priority over any prior version, and prevail over any other understanding between the parties, including the Conditions of Carriage. Whilst the Web Terms are

intended to be read together with the Conditions of Carriage, in the event of inconsistency, the Web Terms prevail over the Conditions of Carriage.

### **Severability**

If any part of these Travel Trade Portal Terms is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the limitation of liability set out herein, it is to be read down or severed to the extent of the invalidity or unenforceability, and the remainder of this Agreement shall continue in effect.

### **No Waiver**

A failure by either party to enforce a provision at the time shall not amount to a waiver of rights to enforce subsequently.

### **Contra Proferentem**

These Travel Trade Portal Terms are determined such that no party is disadvantaged on the basis that a party put forward or drafted them.

### **Entire Agreement**

These Travel Trade Portal Terms, together with the Conditions of Carriage and Privacy Policy constitute the entire agreement between Bonza and the Authorised Agent.