



TERMS AND CONDITIONS FOR FINNAIR AGENCY SALES TOOL REGISTRATION AND USE

Version 1.0 approved by Finnair Distribution 17.06.2022

1. GENERAL

1.1. Finnair Agency Sales Tool ("FAST") is a web-based user interface for booking, ticketing, and servicing Finnair NDC content. Use of FAST is conditional upon adhering to the FAST Terms and Conditions ("Conditions") and those applicable to each of the services. These Conditions will be effective from the 28th of June 2022 ("Effective Date") and shall form an integral part of the Contract.

1.2. The counterparty agreeing to these Conditions ("Agent") is required to fill in the registration form on FAST before access to the FAST is granted. The completed application to use FAST is reviewed by Finnair and if accepted, Finnair will grant access to FAST and notify by email of the success of the application. By the registering Agent agrees that such procedure shall create a valid and binding contract ("Contract") between Agent and Finnair Plc ("Finnair").

1.3. If you are accepting Conditions on behalf of Agent, you warrant that you have full legal authority to bind Agent to the Conditions, you have read and understood these Conditions, and you agree, on behalf of Agent, to these Conditions.

1.4. These Conditions together with other relevant agreements governing the relationship between Agent and Finnair including, but not limited to, the IATA Passenger Sales Agency Agreement and Finnair General Conditions of Carriage, Finnair Booking and Ticketing Policy and Finnair Payment Policy (available on finnair.com) establishes the terms and conditions pursuant to which Finnair will make FAST and travel products set forth herein available to Agent (together "FAST Terms").

2. AGENT RESPONSIBILITIES

2.1. The Agent must, at all times, maintain its accreditation with the International Air Transport Authorization ("IATA") and fully comply with all terms promulgated by IATA. The agent must notify immediately if their IATA membership is cancelled or revoked, or it otherwise expires or lapses.

2.2. The Agent must ensure all information that is reasonably required by Finnair, is supplied to Finnair accurately and notify Finnair without undue delay of any changes to such information. The Agent shall update and maintain all travel agency profile information along with processes and procedures for assigning authorized users, maintaining a list of authorized users on behalf of the Agent, and resetting the respective passwords. The Agent ensures that users who no longer need access to FAST have their access revoked.

2.3. The Agent must ensure that only authorized users can access FAST and make bookings in accordance with these Conditions. The Agent must ensure that the authorized users are aware of these Conditions and comply with them. The Agent shall not allow their own customers direct access to FAST. This includes not providing or otherwise making available FAST or any documentation including all e-mails supplied via FAST ("Documentation") in any form to any person except as expressly permitted.

2.4. The Agent must ensure its staff receive adequate training in the use of FAST and each authorized staff member has their own username and password and keeps them confidential. If accidental or other misuse of confidential access codes occurs or is believed to occur, Finnair reserves the right to treat each such occurrence(s) as a breach of these Conditions and to withdraw access to FAST. If the Agent becomes aware or suspects that an unauthorized person has obtained the access codes, the Agent should notify Finnair without undue delay.





2.5. It is the Agent's responsibility to ensure that each passenger in the booking made and/or serviced via FAST has been informed that all taxes, charges, and fees are the responsibility of the passenger and must be paid prior to ticketing. Agent assumes full responsibility for disclosing and obtaining customer acceptance for any handling or processing charges added by Agent.

2.6. The Agent acknowledges that the information contained in FAST and Documentation is confidential and the Agent must take all reasonable steps to safeguard Finnair's rights of ownership and confidentiality of FAST and Documentation. Agent must not disclose any confidential information to any person unless required by law to do so or with the prior written consent of Finnair. The Agent must not copy, reproduce, translate, adapt, vary or modify FAST or Documentation without the express written consent of Finnair, except as expressly authorized by these Conditions.

2.7. The Agent must supervise and control the use of FAST and Documentation in accordance with these Conditions, including taking all steps necessary to ensure that access to FAST is restricted to staff who are authorized to access.

2.8. The Agent must ensure throughout the term continued compliance with applicable laws, including applicable data protection legislation.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. The Agent acknowledges that it does not acquire any intellectual property rights in FAST or Documentation except expressly agreed. The Agent has the right to use FAST and the Documentation only as permitted under these Conditions during the term of the Contract.

3.2. The contents of these pages including, without limitation, trademarks, service names and brands are the property of Finnair or respective third parties. Such properties are protected by copyright and other laws. Any rights not expressly granted herein are reserved.

4. TERM AND TERMINATION

4.1. The right to use FAST in accordance with these Conditions commences upon Finnair's acceptance of the Agent (as detailed above under section General) and continues until terminated in accordance with these Conditions.

4.2. The Contract between Finnair and Agent may be terminated for convenience by either party at any time upon thirty (30) days written notice to the other party.

4.3. Finnair has the right to terminate the Contract for cause immediately in the case of the Agent's material breach of these Conditions and in the following cases:

- a) in the event of Agent Originating Problem(s);
- b) Finnair has reasonable grounds to believe that Agent has engaged in ticketing abuse;
- c) Agent undergoes a material change in ownership or control;
- d) use of FAST or Documentation in conflict with these Conditions; or
- e) Agent's IATA membership is cancelled or revoked, or it otherwise expires or lapses.

"Agent Originating Problem" refers to an actual or probable (in the reasonable opinion of Finnair) detrimental impact on FAST or Finnair's interfaces, applications or systems (including technical problems, damage, interruption and/or degradation to FAST or Finnair's interfaces, applications or systems and/or other impacts which negatively affect the provision of services by Finnair) resulting from the actions or omissions of the Agent.

4.4. Upon termination, the Agent must not access FAST and must return or destroy any remaining copies of the Documentation as instructed by Finnair. Termination of the Contract will not affect any rights or remedies that Finnair may have otherwise under these Conditions or law. Upon termination, settlement of any remuneration, if any, due to





either party will be made within thirty (30) days thereof, and Agent shall pay Finnair in full all amounts due through the effective date of termination. Termination shall be without prejudice to any rights, remedies or liability existing prior to termination. If Finnair terminates this contract in accordance with section 4.3 then without prejudice to all its other rights in law or equity, Finnair shall have the right to cancel all bookings made by Agent under this contract without liability, and Agent shall indemnify Finnair for all claims, proceedings or liability that may arise from such cancellation.

5. INDEMNIFICATION AND LIMITATION OF LIABILITY

5.1. The Agent acknowledges that FAST and Documentation cannot be guaranteed error-free or uninterrupted and further acknowledges that the existence of any such errors (including but not limited to, inability to use FAST) will not constitute a breach of these Conditions.

5.2. The Agent acknowledges that it has exercised its independent judgment in acquiring access to FAST and has not relied on any representation made by a Finnair or any of its personnel which has not been stated expressly in these Conditions or upon any descriptions or illustrations or specifications contained in any document including catalogues or publicity material produced by Finnair.

5.3. Agent shall indemnify, defend and hold harmless Finnair, its affiliates, and each of its and their respective officers, directors, employees, and agents or other persons duly acting on its and their behalf from and against any and all losses or threatened losses, injury, or damage arising out of or relating to any of the following: (a) breach of these Conditions by Agent; (b) the sale or use of any of Agent's products or services or the operation of Agent's business; (c) any negligent or unauthorized use of FAST; (d) any content included in any promotional material that was not provided to Agent by or on behalf of Finnair; (e) any actual or alleged infringement of any intellectual property rights by the Agent; (f) any misuse or unauthorized use of the customer's or Agent's credit card; or (g) Agent Originating Problem(s).

5.4. Finnair shall not be liable to agent under or in connection with these Conditions for indirect, incidental, special, consequential, exemplary or punitive damages, including lost profits, regardless of the form of the action or the theory of recovery, even if Finnair has been advised of the possibility of such damages, whether based upon an action or claim in contract, tort, warranty, negligence, intended conduct or otherwise (including any action or claim arising from the acts or omissions, negligent or otherwise, of the liable party).

5.5. The liability of Finnair under or in relation to these Conditions (whether the claim is based in contract, tort (including negligence), equity, statute (to the maximum extent permitted by law), or otherwise, is limited to the amount of any loss or damage suffered by the Agent relating to personal injury or tangible property damage; and for all other claims, the amount of any direct loss or damage suffered by the Agent.

6. PRIVACY POLICY

6.1. Finnair Privacy Policy Applies to these Conditions. A copy of Finnair's Privacy Policy is available at <https://www.finnair.com/fi-en/info/finnair-privacy-policy>.

7. IMPORT PNRs

7.1 FAST has the capability to import PNRs/Orders created outside of FAST, via the Agent's existing NDC Direct Connect to Finnair or Finnair certified NDC Aggregator. By accepting these Conditions Agent agrees to import only those PNRs/Orders to FAST that are intended for servicing in FAST. The agent is not allowed to import PNRs to FAST without performing any servicing action related to them. If a servicing capability already exists within the existing Agent NDC Direct Connect or Aggregator connection to Finnair NDC, then Agent needs to use that connection to service a PNR/Order. Only in case, there is a missing servicing capability Agent is allowed to import and service such PNR/Order in FAST. Agent activities with import PNR/Order capability in FAST will be monitored and failure to comply with this provision will be handled in line with Finnair Booking and Ticketing Policy.





8. MISCELLANEOUS

8.1. The properties of FAST including, without limitation, the appearance, contents, access and availability, the services and products supplied, and the rules of use, are subject to change by Finnair, at any time, for any reason and without notice. Finnair reserves the right to modify and update these Conditions. The updates to these Conditions will be placed on FAST which shall thereafter apply without notice. The agent's continued use of FAST shall be deemed to indicate the Agent's acceptance of such changes.

8.2. Failure or neglect by either party to enforce at any time any of the provisions of these Conditions will not be construed or deemed to be a waiver of that party's rights under these Conditions.

8.3. The carriage of passengers, baggage and cargo by air is subject to the conditions of carriage and regulations of the relevant air carrier. A copy of Finnair's conditions of carriage is available on finnair.com.

8.4. A party notifying or giving notice under these Conditions must send a written notice to the e-mail of the other party as notified by the other party from time to time. The Agent's address for notices will be as stated on the registration form during FAST signup. Such a notice is received if sent by e-mail, immediately, provided there is no error in transmission.

8.5. These Conditions are governed by and shall be interpreted in all respects by the law of the principal place of business of Finnair. Agent irrevocably submits to the jurisdiction of the courts of Finnair's principal place of business in relation to all matters arising out of or in connection with these Conditions or its subject matter or formation (including non-contractual disputes or claims) and Agent waives any claim of lack of jurisdiction. Nothing in this clause shall limit the right of Finnair to commence proceedings against Agent in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the commencement of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.