

Cathay NDC Connection Terms and Conditions

A. Introduction

Cathay Pacific Airways (CX) has implemented the following Cathay NDC Connection Terms and Conditions for any booking and ticketing done with Cathay NDC by a Travel Seller.

B. Policy Application

The terms and conditions set forth in this Policy shall constitute additional terms and conditions to any applicable Travel Seller agreement or arrangement between any Travel Seller and CX. The provisions of this policy and its associated practices and procedures are subject to change from time to time and at any time upon notice from CX.

C. Airline Data Access

CX hereby reserves all rights to audit all booking transactions to identify noncompliant booking and ticketing practices.

- Travel sellers must comply with all directions and instructions from CX with respect to Travel Seller's access to Airline Data and in booking any reservation or issuing, reissuing, selling, exchanging, refunding, cancelling or reporting any ticket.
- CX may monitor Travel Seller's use of Airline Data and performance pursuant to these Terms and Conditions to verify Travel Seller compliance with these Terms and Conditions. Travel Seller shall not block or interfere with such efforts.
- Travel Seller must not copy, publish, disclose or otherwise make available to any third party any Airline Data in any unauthorised form or manner. Travel Seller must not create fraudulent, fictitious and abusive bookings and Travel Seller shall ensure that ticketing or bookings made by Travel Seller are only in respect of customers' genuine travel requirements. Travel Seller are prohibited from seeking to manipulate ticketing or booking in any way, attempt to circumvent journey controls for any reason including, but not limited to obtaining sold out inventory and any other practice prohibited in CX conditions of carriage (as amended from time to time).
- CX may notify Travel Seller of limitations on usage and access to systems or Airline Data (e.g., maximum transactions per second or "look to book" limitations). Travel Seller must not exceed such limitations. Travel Seller acknowledges that if Travel Seller exceeds such limits, then additional requests will not be processed. If Travel Seller anticipates exceeding query limitations, then Travel Seller must notify CX (via Service Provider, if available) and CX may, at CX's sole discretion, choose to increase query limits in certain situations. Repeat violations of the query limit may result in revocation of Travel Seller's right to use Airline Data.
- Travel Seller must take all precautions necessary to prevent unauthorised access to Airline Data. If any problem is detected by CX as a result of Travel Seller's access to Airline Data which causes technical problems or influences the performance of the Airline Reservation System or APIs, then CX will have the right at CX's sole discretion to automatically suspend

such access.

D. Compliance Commitments

- Travel Seller must comply with the fare disclosure requirements under the Governing Travel Agency Agreements, which apply to all Fares under these Terms and Conditions. Without limiting the foregoing
 - (i) Travel Seller must ensure that Travel Seller systems, processes and sales practices accurately display and convey the identity of the operating carrier and all mandatory fees and charges (including Travel Seller's fees and charges) in all communications or on all pricing displays to customers and in any and all marketing materials
 - (ii) Travel Seller must clearly communicate to the customer any service charge or fee and list separately from CX's price for the applicable Airline Product.
 - (iii) Travel Seller must ensure the total price, excluding fees and charges Travel Seller applies, shall match the price offer provided by CX and Travel Seller shall identify for customers the total price (including optional fees and charges and separately, all of Travel Seller fees), the cabin and the booking class of each sector, and the identity of the operating carrier
 - (iv) Travel Seller must ensure any display or communication of Ancillaries to customers must include the minimum information requirements as provided by and confirmed by CX and be of at least the same quality and detail as CX make such information available to Travel Seller (where applicable)
 - (v) Travel Seller must ensure any Airline Content Travel Seller displays or communicates to customers must be of reasonable accuracy as determined by CX's instructions. Travel Seller shall take all necessary steps to rectify any inaccuracy when notified by CX. Travel Seller will be responsible for any pricing, inventory or other similar errors caused by Travel Seller Software. Travel Seller are liable for all fraudulent uses or attacks when they arise from Travel Seller or from third parties whose access arose from the use of Travel Seller Software.

E. Credit card chargeback (If Credit Card is accepted as FOP in the market)

- Travel Seller must remit funds to CX using forms of payment CX deem acceptable.
- Travel Seller must comply with all applicable credit card network regulations and all laws and regulations relating to credit card processing, and will be responsible for the prevention of credit card fraud or identity theft and the receipt of credit card payments. In the event of any customer's credit card fraud chargeback cases against CX, Travel Seller will be held liable and CX will recover the loss from Travel Seller. Travel Seller is also responsible for the security of all credit card data and, upon our request, Travel Seller shall provide CX with a copy of Travel Seller annual PCI-DSS attestation letter.

F. Terms Definition:

“Travel Seller” refers to the Person or Travel Agent authorised to receive Airline Data via either the Direct Connect or the Service Provider (as applicable) in accordance with these Terms and Conditions.

“Airline Data” means any Data, regardless of source, that (i) identifies CX (e.g. Airline Marks); (ii) identifies or reasonably could be used to identify Airline Products (including all Airline Content); (iii) relates to a relationship between a customer and CX (e.g., Marco Polo or other loyalty program membership); (iv) relates to a transaction between a customer and CX (including PNRs, and payment data); or (v) is passed by Travel Seller to CX in connection with a booking, sale or PNR. Airline Data includes Personal Data that meets one of the criteria set forth in clauses (i) through (v).