

# REGISTERED SKY AGENT TERMS OF SERVICE AND CONDITIONS

## **General**

- A. By registering with Scoot as a Sky Agent, use of any Scoot's booking facilities and/or the payment to Scoot for any services provided by Scoot, the Agent is deemed to have accepted the terms & conditions ("Conditions") contained herein.
- B. Scoot's primary means of communicating with Registered Sky Agents will be via email. On becoming a Registered Sky Agent, the Registered Sky Agent has by default, agreed to Scoot sending monthly statements (including but not limited to settlement of overdue amounts), important announcement and other information to the Registered Sky Agent's email address. Registered Sky Agent further agrees to receive from Scoot, marketing materials and other relevant information by email.
- C. The use of cookies on a web browser may be required for access to Scoot's booking facilities. If the Registered Sky Agent removes or rejects specific cookies from Scoot's booking facilities, then the Registered Sky Agent may not be able to gain access to all the content and facilities of the booking facilities.

## **1. Right to use**

- 1.1 If and upon approving an application to register as a Registered Sky Agent, Scoot will grant to the Registered Sky Agent, a non-exclusive, non-transferable right to:
  - 1.1.1 use its travel agent website located at <https://makeabooking.flyscoot.com/skyagent/> ("Site");
  - 1.1.2 make bookings through the Booking Facility, which is the facility that enables the Registered Sky Agent to search availability and make bookings either through the Site and a global distribution system ("GDS") which has authority from Scoot to distribute fares; and
  - 1.1.3 use the documentation supplied with or obtained from the Site ("Documentation") to the extent required to make and service those bookings. (collectively, the "Right").
- 1.2 The Registered Sky Agent acknowledges that this Right is non-exclusive, and that Scoot may grant it to any person/corporate, including Registered Sky Agent's competitors, to use the Right/make Scoot bookings.

## **2. Registered Sky Agent's obligations**

- 2.1 In jurisdictions where it is required by law, any regulatory authority or an industry body, of the country where the Registered Sky Agent is trading in to hold a licence to carry on the business of a travel agent, the Registered Sky Agent is obligated to hold such licence throughout its term as a Registered Sky Agent and must notify Scoot immediately if that licence is revoked, cancelled or not renewed. Failure to notify Scoot will constitute a breach of these Conditions.
- 2.2. The Registered Sky Agent must:
  - 2.2.1. not copy, reproduce, translate, adapt, vary, modify or reproduce data from the Site or Documentation without the written consent of Scoot, except as expressly authorised by these Conditions. For the avoidance of doubt, the Registered Sky Agent shall not distribute/disseminate Scoot's fares/pricing online direct to any customer or otherwise make available Scoot's fares/pricing to third parties who distribute fares online direct to customers unless Scoot authorises such distribution in writing;
  - 2.2.2. complete, update and maintain all required registration details;
  - 2.2.3. ensure that all bookings made through the Site are paid for in accordance with these Conditions and Scoot's Conditions of Carriage. A copy of Scoot's Conditions of Carriage is available on Scoot's web site; [www.flyscoot.com](http://www.flyscoot.com);
  - 2.2.4. ensure its officers, employees, contractors, subcontractors and agents ("Staff") who have authorised access to the Site, Scoot's official website and Documentation are made aware of, and comply with, these Conditions;
  - 2.2.5. ensure its Staff receive adequate training in the use of the Site;
  - 2.2.6. not provide or otherwise make available the Site, Scoot's official website or Documentation (or any parts thereof) in any form to any person without the prior written consent of Scoot, except as expressly authorised by these Conditions;
  - 2.2.7. ensure all information supplied to Scoot is accurate and not misleading, and immediately notify Scoot of any change to such information;
  - 2.2.8. complete and keep up-to-date user profiles without delay;
  - 2.2.9. take all steps necessary to ensure that access to the Site is restricted to those Staff who are authorised to access the Site, including without limitation, keeping logons and passwords secure;
  - 2.2.10. ensure that passwords and agency profiles are updated to prevent access by Staff who are no longer authorised to access the Site;
  - 2.2.11. not allow customers of the Registered Sky Agent direct access to the Site;
  - 2.2.12. not create any hyperlink from the Registered Sky Agent's web site to the Site, the Scoot's official website or any part of the Site or Scoot's official website (including without limitation the Booking Facility), unless Scoot has otherwise agreed in writing;
  - 2.2.13. if making a booking for Scoot's flight through a GDS, comply with all applicable requirements of the GDS or Scoot relating to GDS bookings.
- 2.3. The Registered Sky Agent acknowledges its responsibilities to maintain adequate IT security over the access into its Sky Agent account and ensure that there are adequate IT controls in place to prevent unauthorised access. Failure to comply will constitute a breach of these Conditions.
- 2.4. The Registered Sky Agent shall ensure that all its advertising complies with applicable governing legislation and regulations. Further, the Registered Sky Agent shall comply with all lawful directions

given by Scoot in relation to advertising, and communications by the Registered Sky Agent to their customers in relation to fees and charges, flight status, flight conditions, prices and other matters.

2.5 Where Scoot provides a refund to a customer, the Registered Sky Agent acknowledges and agrees that Scoot may provide such refund through the Registered Sky Agent. In this respect, the Registered Sky Agent further acknowledges and agrees that:

2.5.1 Upon receiving the refund from Scoot, the Registered Sky Agent shall in good faith provide such refund, or procure that such refund is provided by the appropriate third party (if applicable), to the customer as soon as possible and in any event no later than thirty (30) business days from the date of the Registered Sky Agent's receipt of the refund from Scoot or within the timeframe prescribed by applicable law, whichever is earlier. For the avoidance of doubt, the Registered Sky Agent shall be responsible for ensuring that any customer whose booking was made through the Registered Sky Agent receives his/her refund, regardless of whether there is any third party intermediary between the Registered Sky Agent and the customer.

2.5.2 If the customer is not refunded in a timely manner in accordance with Clause 2.5.1, Scoot reserves the right to suspend and/or terminate the Registered Sky Agent's access to the Booking Facility immediately. Scoot shall have no liability to the Registered Sky Agent for any loss or damage arising out of the suspension and/or termination of the Registered Sky Agent's access to the Booking Facility.

2.5.3 If the customer is not refunded in a timely manner in accordance with Clause 2.5.1, and the customer or anyone on his/her behalf requests the refund directly from Scoot, Scoot may in its sole and absolute discretion provide a refund directly to the customer.

2.5.4 If Scoot provides a refund directly to the customer, the Registered Sky Agent agrees to reimburse Scoot the amount refunded to the customer. Without prejudice to any other rights or remedies available to Scoot under these Conditions or under applicable law, Scoot is authorised, without the need for notice to the Registered Sky Agent, to set off such reimbursable amounts against any monies or payments owed by Scoot to the Registered Sky Agent (if applicable), if the Registered Sky Agent does not reimburse Scoot in accordance with this Clause 2.5.4.

2.5.5 The Registered Sky Agent will hold harmless and indemnify Scoot from and against all claims, damages, losses, expenses, costs, disbursements and other liabilities of whatsoever nature made against or incurred by Scoot, including any costs incurred due to fare difference, interest, legal costs and/or costs related to legal proceedings, arising from or in connection with Clause 2.5.1 to Clause 2.5.4 herein.

### **3. Making Bookings**

3.1. Scoot will enable the Registered Sky Agent to access the Booking Facility using an organisation code ("Organisation Code"). The Registered Sky Agent undertakes to maintain adequate security of the password and keep the password confidential.

3.2. The Registered Sky Agent must supply all information requested by Scoot during the booking process including passenger contact details at origin and destination. In addition, Scoot may request any information it reasonably requires from the Registered Sky Agent. Upon receipt of the request, the Registered Sky Agent must provide Scoot with all information requested within 2 days.

3.3. Scoot may suspend a Registered Sky Agent's access to the Booking Facility and / or Site, immediately if Scoot reasonably believes that the Registered Sky Agent is in breach of these Conditions.

3.4. Prior to making bookings the Registered Sky Agent must clearly provide each of its customers with the relevant terms and conditions in respect of the booking issued by Scoot. This includes Scoot's Conditions of Carriage and any conditions relating to the fare type being purchased.

3.5. Subject to Clause 3.6, Scoot will issue to the customer an itinerary in respect of:

3.5.1 all bookings made by the Registered Sky Agent; and/or

3.5.2 any alteration made to the existing booking by the Registered Sky Agent.

The itinerary will be sent by email to the email address specified by the Registered Sky Agent.

3.6. If the e-mail address specified by the Registered Sky Agent pursuant to Clause 3.5 is the Registered Sky Agent's e-mail address, the Registered Sky Agent must, provide the customer with the itinerary and any further itinerary, unless the Registered Sky Agent issues its own itinerary and any further itinerary pursuant to Clause 3.7.

- 3.7. The Registered Sky Agent may, at its discretion, issue to the customer their own itinerary and tax invoice/adjustment note in respect of any booking made through the Registered Sky Agent. In these circumstances:
- 3.7.1. The Registered Sky Agent must only issue an itinerary and tax invoice/adjustment note if the booking is confirmed in line with Scoot's Conditions of Carriage;
  - 3.7.2. the Registered Sky Agent must ensure that the tax invoice or adjustment note is accurate and complies with all applicable goods and services tax ("GST") laws.
  - 3.7.3. the Registered Sky Agent must ensure the itinerary or tax invoice/adjustment note at a minimum contains;
    - I. Passenger Name Record ("PNR") details;
    - II. flight number and flight details including local departure date and time;
    - III. flight departure and arrival station including terminal information
    - IV. check-in times;
    - V. carry-on and checked baggage rules;
    - VI. the fare rules applicable to the booking;
    - VII. Conditions of Carriage and where to find the full text of the Conditions of Carriage
- 3.8. The Registered Sky Agent indemnifies Scoot against any costs (including any fines or penalties), losses or expenses incurred by Scoot as a result of the Registered Sky Agent's failure, whether intentional or not, to issue tax invoices /adjustment notes as required by this clause.
- 3.9. When payment is made with the customer's credit card or charge card ("Credit Card"), the Registered Sky Agent must obtain a written authority from the customer authorising the use of the Credit Card. If Scoot is required to refund or accept a chargeback for any amount as a result of the Registered Sky Agent's failure to obtain such authorisation or for any other reason relating to payment and beyond Scoot's control (including the Registered Sky Agent's failure to perform the necessary verification of a customer's Credit Card) the amount becomes a debt immediately payable by the Registered Sky Agent to Scoot and Scoot may set off this amount against any payment due to the Registered Sky Agent under these Conditions or any other arrangement.
- 3.10. The Registered Sky Agent may make settlement via the Billing and Settlement Plan operated by or on behalf of the International Air Transport Association ("BSP") provided there is a separate written arrangement with Scoot. Such settlements will be in accordance with the applicable BSP rules. Scoot reserves the right to conduct such financial checks as it deems appropriate before approving settlement through BSP. Scoot also reserves the right to conduct credit checks on the Registered Sky Agent at any time, or on an ongoing basis, and to revoke its permission for the Registered Sky Agent to settle its accounts via BSP at any time and at its sole discretion.
- 3.11. Notwithstanding Clause 3.12, the Registered Sky Agent must ensure payment is made immediately to Scoot for the total fare in the applicable currency for each booking:
- 3.11.1 by the Registered Sky Agent's Credit Card or the customer's Credit Card; or
  - 3.11.2 through BSP for BSP approved Registered Sky Agents in the next BSP billing cycle;
  - 3.11.3 any other payment channels made available by Scoot in its sole discretion.
- 3.12. Scoot may extend a Hold Condition to a Registered Sky Agent to hold a PNR for a specified period of time. Scoot reserves the right to amend the Hold Condition at any time including removing a Registered Sky Agent's access to a Hold Condition. Full and complete payment must be made before the due date, otherwise Clause 3.13 will apply. It is the Registered Sky Agent's responsibility to ensure that payment is made before the due date, and to comply with all other terms of the Hold Condition.
- 3.13. If Scoot has not received full and complete payment in line with these Conditions then Scoot may cancel the booking, in which case the Registered Sky Agent is responsible for and must indemnify Scoot against all liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred by or awarded against Scoot) arising in connection with the cancellation, including any reasonable settlement made with the customer that Scoot deems appropriate. Scoot may set off any amounts due to it under this clause against any payment due to the Registered Sky Agent under these Conditions or any other arrangement.
- 3.14. Scoot may vary or amend the payment method for bookings made by the Registered Sky Agent on the Site.
- 3.15. All bookings made on the Booking Facility by using the Registered Sky Agent's Organisation Code are that of Registered Sky Agent's sole responsibility. This includes coordinating any communication relating to any schedule change or disruption without delay to the passenger. The Registered Sky

Agent indemnifies Scoot against any costs (including any fines or penalties), losses or expenses incurred by any Scoot as a result of any breach by the Registered Sky Agent of this Clause )3.

#### **4. Booking Limitations**

- 4.1. The Registered Sky Agent must not offer to make or attempt to make a booking through this Site or GDS for a customer requiring special assistance without notifying Scoot's customer contact centre.
- 4.2. Charter booking requests cannot be made through the Site or the GDS and must be made direct to Scoot's sales team by e-mailing sales@flyscoot.com.

#### **5. Changes to Bookings**

- 5.1. Any changes made by the Registered Sky Agent to bookings made on the Site must be made either on this Site or through Scoot's customer contact centre.
- 5.2. Any changes made by the Registered Sky Agent to bookings made through a GDS must be made through that GDS, except for changes to include Special Service Requests ("SSRs") which can be made via Scoot's customer contact centre.
- 5.3. Requests for a refund of any booking made through any Booking Facility, must be made by contacting the Scoot's customer contact centre or by emailing the Sales Operation team sales@flyscoot.com.
- 5.4. Changes will be subject to change fees and fare differences where applicable.

#### **6. GST and Taxes**

- 6.1. Unless expressly stated to be inclusive of GST, the change fee and any other consideration for supplies under these Conditions (other than required by Clause 6.3.) ("Base Price") has been calculated exclusive of GST.
- 6.2. If GST is imposed on a supply made pursuant to these Conditions, the recipient of that supply must pay, in addition to the Base Price, an amount equal to the GST payable by the supplier in respect of that supply. Subject to Clause 6.3, any amount payable under this Clause 6.2 is payable on the day that payment of the Base Price (or part of the Base Price) for the supply, that has given rise to the obligation to pay GST, is required pursuant to these Conditions or where the Base Price is non-monetary consideration, seven days after the recipient receives a tax invoice for the supply.
- 6.3. Where GST is imposed on a supply, the Registered Sky Agent must ensure that any invoice or other request or demand for payment for supplies provided by it to Scoot constitutes a tax invoice that will enable Scoot to claim tax credits in respect of supplies to which the invoice relates. No amount will be due and payable by Scoot in respect of a supply under these Conditions unless Scoot has received from the party making the supply an invoice which complies with this clause.
- 6.4. Each party will use its reasonable efforts to do everything required by the relevant GST legislation to enable or assist the other party to claim or verify any tax credit, set off, rebate or refund in respect of GST paid or payable in connection with supplies under these Conditions.
- 6.5. If an amount payable by Scoot under these Conditions is calculated by reference to a cost, expense or other liability ('Cost') incurred by any person including the Registered Sky Agent, the Cost for the purposes of that calculation will be the amount of the Cost actually incurred by the relevant party less the amount of any tax credits which that party is entitled to claim in respect of that Cost. The Registered Sky Agent must provide details of the Cost and any tax credits to Scoot on demand.
- 6.6. The Registered Sky Agent indemnifies Scoot against any costs (including fines and penalties), loss and expenses incurred by Scoot as a result of the Registered Sky Agent's failure, whether intentional or not, to calculate and to remit to Scoot the correct amount of GST pursuant to this clause.
- 6.7. The Registered Sky Agent indemnifies and hold harmless Scoot against, and is responsible for and will pay or reimburse Scoot for all taxes (including ticket taxes, fees, levies and charges including fuel and insurance surcharges), charges, fees and other imposts of whatever kind (including any fine or penalty) levied, assessed, charged or collected in connection with these Conditions (including payments of any Remuneration made under these Conditions) or the services performed pursuant to the Conditions.

#### **7. Liability and Indemnity**

- 7.1. The Registered Sky Agent acknowledges that the Site, Booking Facility, Documentation and GDS information cannot be guaranteed error free and further acknowledges that the existence of any such errors will not constitute a breach of these Conditions by Scoot.

- 7.2. Scoot exclude any implied warranties in relation to the Site, Booking Facility, Documentation and GDS information except that, if any statute implies terms into these Conditions which cannot be lawfully excluded, Scoot's liability under such terms will be limited to the maximum extent permitted by law, at the option of Scoot, to any one or more of the following,
- 7.2.1 the supplying of the services again; or
  - 7.2.2 the payment of the cost of having the services supplied again,
- 7.3. Scoot will not be liable under or in relation to these Conditions for any special, indirect, incidental, or economic loss or damage (including loss of profits, revenue, anticipated savings, bargain, opportunity or goodwill) or any loss of or damage to data, whether or not the possibility of those losses or damages being suffered is brought to the attention of Scoot.
- 7.4. Scoot is not liable for and the Registered Sky Agent indemnifies Scoot and their respective Staff in respect of all liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred by or awarded against Scoot) to the extent suffered or incurred in connection with, arising out of or in respect of:
- 7.4.1 any breach of these Conditions by the Registered Sky Agent including without limitation where the Registered Sky Agent has made a representation to a customer or customers which is outside the scope of the agency or not in accordance with Scoot's specific directions, fare rules, Conditions of Carriage or other terms and conditions;
  - 7.4.2 any actual or alleged infringement of any intellectual property rights by the Registered Sky Agent or its Staff in relation to this Site or in connection with these Conditions;
  - 7.4.3 any misuse or unauthorised use of the Site or Booking Facility using equipment owned or controlled by the Registered Sky Agent, by any person (including, without limitation any misuse or unauthorised use of the Organisation Code, passwords and logons);
  - 7.4.4 any misuse or unauthorised use of the customer's or Registered Sky Agent's Credit Card or bank account in relation to a booking made using equipment owned or controlled by the Registered Sky Agent or using the Registered Sky Agent's Organisation Code, passwords or logons;
  - 7.4.5 any attempt by the Registered Sky Agent or its Staff to make a booking using the Direct Deposit provisions other than in accordance with the instructions set out on the Booking Facility;
  - 7.4.6 any attempt by the Registered Sky Agent or its Staff to make a booking for a customer requiring special assistance without notifying Scoot's customer contact centre;
  - 7.4.7 use of the Site or Booking Facility for any purpose not authorised by Scoot;
  - 7.4.8 any unauthorised bookings made by the Registered Sky Agent or its Staff such as agent rebate travel or incorrect class of travel;
  - 7.4.9 any breach of applicable laws, legal duty, legal obligation or any other agreement by the Registered Sky Agent or any of its Staff (other than in circumstances where the Registered Sky Agent, acting reasonably, relied on information provided by Scoot); and
  - 7.4.10 any loss or damage to data connected with the Registered Sky Agent or its Staff accessing or using data from the Booking Facility.
- 7.5. The Registered Sky Agent acknowledges that it has exercised its independent judgment in acquiring access to the Site and has not relied on any representation made by Scoot or any of its Staff 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 Scoot.
- 7.6. Liability of Scoot under these Conditions is several and not joint and relates only to the relevant booking.

## **8. Term and Termination**

- 8.1. These Conditions commence in relation to a Registered Sky Agent when Scoot grants the Registered Sky Agent access to the Site following acceptance of the Registered Sky Agent's application for registration. These Conditions will continue to apply in relation to the Registered Sky Agent until terminated in accordance with these Conditions ('Term').
- 8.2. These Conditions may be terminated:
- 8.2.1 by Scoot or the Registered Sky Agent at any time upon 30 days' written notice to the other party; and
  - 8.2.2 by Scoot immediately if the Registered Sky Agent:

- i. fails to pay any amount due to Scoot pursuant to these Conditions;
  - ii. is in breach of any of these Conditions or any directions by Scoot relating to the use of a GDS to book Scoot flights;
  - iii. damages, misuses or permits the misuse of the Site or Documentation;
  - iv. has its IATA registration or travel agency licence cancelled or revoked, or its IATA registration or travel agency license otherwise expires or lapses if such a license is required to carry on the business of a travel agent in the Registered Sky Agent's jurisdiction;
  - v. becomes the subject of insolvency or bankruptcy proceedings, or has a liquidator or receiver and/or manager or other like person appointed over any of its assets or is dissolved;
  - vi. disposes of the whole or any part of its assets, operations or business other than in the normal course of business; or
  - vii. ceases to carry on business or to be able to pay its debts as they become due;
- 8.3. After termination of these Conditions in relation to a Registered Sky Agent, the Registered Sky Agent:
  - 8.3.1 must not access the Site;
  - 8.3.2 must immediately return to Scoot or destroy in the manner directed by Scoot any copies of the Documentation in its possession or control; and
- 8.4. Termination of these Conditions will not affect any accrued rights or remedies that Scoot may have under these Conditions or at law.
- 8.5. The provisions of these Conditions relating to intellectual property rights, liability and indemnity, privacy and confidential information survive termination of these Conditions.

## **9. Intellectual Property Rights**

- 9.1. The Registered Sky Agent acknowledges that it does not acquire any intellectual property rights in the Site, Scoot's official website or any Documentation except for those rights expressly set out in these Conditions. The Registered Sky Agent must not during or any time after the expiry or termination of these Conditions permit any act which infringes the intellectual property rights of Scoot. Without limiting the generality of the foregoing, the Registered Sky Agent specifically acknowledges that it must not:
  - 9.1.1 copy or reproduce, emulate or represent the Site, Scoot's official website or Documentation (or any part thereof) unless expressly authorised to do so in writing by Scoot, or
  - 9.1.2 use Scoot's name or any Scoot trade mark (or any part thereof) as a key word, search term, sponsored link, or similar, on any third-party search engine such as Google or Overture, unless expressly authorised to do so in writing by Scoot.
- 9.2. The Registered Sky Agent must obtain the prior written consent of Scoot to the use of Scoot name, logo trade mark (including variations thereof), or any other Scoot's intellectual property in any material, including without limitation any material on the Registered Sky Agent's web site.

## **10. Use of Personal Information and Confidential Information**

- 10.1. The Registered Sky Agent acknowledges that it does not acquire any ownership of the data entered on the Site or in a GDS.
- 10.2. The Registered Sky Agent must provide a copy of the Scoot's Privacy Statement to each passenger before, when, or if that is not practicable as soon as practicable after, collecting personal information about an individual in connection with a product or service supplied by Scoot.
- 10.3. Each of Scoot and the Registered Sky Agent shall, in its collection, processing, disclosure or other use ("Use") of any information and data which can be related to an identifiable individual ("Data"), for any purpose arising out of or in connection with these Conditions, adhere to the requirements of all applicable laws or legal requirements, including but not limited to all that relate to data protection, and privacy ("Privacy Laws").
- 10.4. Without prejudice to the generality of the foregoing, each of Scoot and the Registered Sky Agent shall, where required and in the manner required by Privacy Laws:
  - 10.4.1 use Data only for purposes arising out of or in relation to these Conditions, and only after notifying or obtaining the consent of the individual to whom the Personal Information relates ("Subject Individual");
  - 10.4.2 provide Subject Individuals with access to their Data and the ability to correct such Data upon request;



- 10.4.3 use reasonable efforts to ensure the accuracy of the Data;
  - 10.4.4 institute reasonable security arrangements to protect the Data;
  - 10.4.5 securely destroy the Data where it is no longer required; and
  - 10.4.6 transfer Data only as prescribed by Privacy Laws.
- 10.5. In respect of any Data provided to either Scoot or the Registered Sky Agent (the "Data Receiving Party") by the other (the "Data Disclosing Party"), the Data Receiving Party will do or procure the doing of all such acts and execute or procure the execution of all such documents as the Data Disclosing Party may consider necessary or desirable for compliance with any applicable laws or legal requirements, including but not limited to all that relate to data protection, and privacy. Both Scoot and the Registered Sky Agent agree to promptly execute supplemental data processing agreement(s) or take other appropriate steps to address cross-border transfer requirements, including but not limited to the European Commission Standard Contractual Clauses for the Transfer of Personal Data to Controllers Established in Third Countries (2004/915/EC), if parties agree that such steps are necessary to address applicable data protection or privacy laws.
- 10.6. Notwithstanding the termination of the relationship between the Registered Sky Agent and Scoot, the Data Receiving Party shall be liable for and keep the Data Disclosing Party fully indemnified against all damage, losses, costs, legal fees (solicitor-client basis), penalties and proceedings, including any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority, arising out of or in connection with an act or omission of Data Receiving Party or any of its officers, employees, advisors, agents and representatives, in relation to this Clause.
- 10.7. The provisions under this Clause 10 shall survive the termination of this Agreement and endure without limit in point of time.
- 10.8. The Registered Sky Agent must not disclose any Confidential Information of Scoot to any person unless:
- 10.8.1 required by law to do so; or
  - 10.8.2 the Registered Sky Agent has received prior written consent from Scoot for the disclosure; or
  - 10.8.3 the Registered Sky Agent has acquired the information independently without breaching an obligation of confidentiality to Scoot.
- "Confidential Information" is all information disclosed (whether orally or in writing or in any other form) by Scoot to the Registered Sky Agent which is identified as being confidential or which the Registered Sky Agent knows or reasonably ought to know is confidential and all information belonging to Scoot or provided by Scoot to the Registered Sky Agent including all data, information and computer programs provided by or derived from third parties whether concerning flight schedules, customers, suppliers, operational data, billing information or otherwise, and personal data (of passengers or otherwise), as well as all complications or databases containing such data and information.
- 10.9. The Registered Sky Agent acknowledges that the information contained in the Site and Documentation is confidential. The Registered Sky Agent must take all reasonable steps to safeguard Scoot's rights of ownership and confidentiality of the Site and Documentation.
- 10.10. On termination of these Conditions, or earlier on reasonable request by Scoot, the Registered Sky Agent must promptly return to Scoot or destroy any or all copies of Scoot's Confidential Information, in which case any right to use, copy or disclose that Confidential Information ceases.

## **11. Anti-Bribery and Corruption**

- 11.1. The Registered Sky Agent hereby represents and warrants that it is in compliance with all laws of those countries in which it operates, including all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of for which it is a Registered Sky Agent.
- 11.2. The Registered Sky Agent further represents and warrants that it has not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to:
- 11.2.1 improperly influence any act, decision or failure to act by that official or person;
  - 11.2.2 improperly induce that official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity; or
  - 11.2.3 secure any improper advantage.
- 11.3. The Registered Sky Agent agrees that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would

violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to Scoot. If, after consultation by the Registered Sky Agent and Scoot, any concern cannot be resolved in the good faith and reasonable judgment of Scoot then Scoot, on written notice to the Registered Sky Agent, may withdraw from or terminate the Registered Sky Agent's Rights.

**12. General Provision**

- 12.1. Scoot will not be responsible for any delay or failure in performance resulting from anything outside its reasonable control, including without limitation delays or failures caused by third parties.
- 12.2. The Registered Sky Agent must not attempt to transfer or otherwise deal with the Rights or these Conditions, whether by novation, assignment, sub-licensing or otherwise, without Scoot's prior written consent.
- 12.3. 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.
- 12.4. Nothing in these Conditions give rise to any relationship of joint venture, partnership or employer and employee between Scoot and the Registered Sky Agent. Scoot is not obliged to accept any application for registration to be a Registered Sky Agent and submission of an application is not deemed to be a successful registration. It will be at the sole discretion of Scoot to accept or deny any request for registration.
- 12.5. The Registered Sky Agent must comply with and ensure its Staff comply with:
  - 12.5.1 all applicable laws, regulations and guidelines relating to or connected in any way to the provision of travel services applicable in the jurisdiction where the Registered Sky Agent carries on business including without limitation relating to privacy, trade practices, and fair trading.; and
  - 12.5.2 any instructions or directions issued by the applicable Airline relating to or connected in any way to the use of the Site or the Registered Sky Agent's obligations under these Conditions.
- 12.6. The carriage of passengers, baggage and cargo by air is subject to Scoot's Conditions of Carriage. A copy of Scoot's Conditions of Carriage is available on Scoot's web site; [www.flyscoot.com](http://www.flyscoot.com)
- 12.7. Scoot may make changes to the Site without notice to you. Scoot may make changes to these Conditions from time to time in addition to the types of changes referred to elsewhere in these Conditions. Updated Conditions will be placed on the Site. The updated Conditions will be binding on the Registered Sky Agent from the time they are placed on the Site.
- 12.8. These Conditions are governed by and construed according to the laws of Singapore and each party submits to the non-exclusive jurisdiction of the courts of Singapore.
- 12.9. These Conditions:
  - 12.9.1 constitute the entire agreement between the parties as to their subject matter but do not override any specific conditions relating to use of a GDS; and
  - 12.9.2 in relation to that subject matter, supersede any prior understanding or agreement between Scoot and the Registered Sky Agent.