

User Terms and Conditions

The use of etixportal.com is subject to Hahnair Lines GmbH (HR) Terms and Conditions:

Preface

WHEREAS, it is HR's intention to offer travel agencies a web based global solution to issue HR tickets;

WHEREAS, this web-based booking and ticketing platform, hereinafter referred as "**etixportal.com**" enables travel agencies to book and issue tickets for flights regarding transportation on HR-169 Interlining partners and Hahnair Systems Partners H1 and Hahnair Technologies Partners X1;

WHEREAS the bookings and the tickets are issued either under (1) HR's own Amadeus Office ID or (2) under an Amadeus Office ID of a third-party travel agency under contract with HR, a so called "**etixportal.com Office ID Provider**";

WHEREAS, these terms and conditions shall govern the conditions and responsibilities of the travel agency, which uses the web-based booking and ticketing platform for the issuance of HR tickets;

NOW THEREFORE, the following terms and conditions shall apply:

1. Definitions

- 1.1. "**etixportal.com Agency**", a travel agency which may either use etixportal.com for bookings and ticketing by making use of the Amadeus Office ID of either Hahnair or a third-party etixportal.com Office ID Provider;
- 1.2. "**etixportal.com SubAgency**", a travel agency authorized by YOU to either use etixportal.com for bookings and ticketing by making use of the Amadeus Office ID of either Hahnair or a third-party etixportal.com Office ID Provider;
- 1.3. "**etixportal.com Office ID Provider**" shall mean a travel agency providing its own Amadeus Office ID (OID) for booking and ticketing to other registered etixportal.com Agencies.
- 1.4. "**etixportal.com services**" shall mean the offering of a web-based booking and ticketing platform for the booking and ticketing on HR-169 electronic transportation documents of flights and other transportation services offered by HR Interlining partners and services of partners of Hahnair Systems offered under the IATA two letter numeric code "H1" or Hahnair Technologies offered under the IATA two letter numeric code "X1".

2. Access to etixportal.com

- 2.1. Prerequisite for the access to the etixportal.com platform, is a personal login of the user. After the "**etixportal.com Agency**" has accepted these terms and conditions when finishing the user registration, the User Log in data are sent via E-mail.
- 2.2. The loss of the user name and the password or the suspicion, that an unauthorized third-party has knowledge of the user name and/or password shall be reported immediately via email to: service@etixportal.com.

- 2.3. **“etixportal.com Agency”**, shall not use any software, mechanisms or other scripts in connection with the use of etixportal.com, which could interfere with the functioning of etixportal.com. Content may not be blocked, overwritten or changed.
- 2.4. HR may limit the technical possibility to book and issue specific carriers or fares of specific carriers at its own discretion at any time.

3. Payment

- 3.1. **“etixportal.com Agency”** shall pay to HR the total price of the ticket, including all taxes and charges (gross fare amount). Any amounts exceeding the gross fare amount (overpayment) will be credited to **“etixportal.com Agency”**.

- 3.2. Method of payment

The accepted method of payment is via the partner agency's Hahnair prepaid e-Payment account. Additional forms of payments provided by Hahnair depend on system availability at the time of ticketing.

- 3.3. Non Payment and Partial Payment, Chargeback

Hahnair reserves its right that it may cancel a booking, void an issued ticketed ticket, or refund a ticket in case of non payment or partial payment or a chargeback by a payment provider. In case of a chargeback by either the agency or the passenger, which is not reversed, HR is entitled to charge the agency with the chargeback amount plus any applicable processing fees

4. Booking confirmation and passenger receipt, passenger information, Schedule changes

- 4.1. HR sends a Booking Confirmation of the booking and Passenger/Itinerary Receipt to the E- mail account of the **“etixportal.com Agency”**. The information can be accessed at any time via the order management on <https://etixportal.com/home>
- 4.2. In case, any flight schedule changes, or changes of the arrival or departure time are made, HR will inform the **“etixportal.com Agency”** by e-mail in due time.
- 4.3. **“etixportal.com Agency”**, is obligated to share any relevant information regarding (1) changes of the booked and ticketed flights, (2) the airline, (3) the flight number, and (4) changes to flight times (the Information Details) with his customer in due time.

5. Rebookings, Cancellations

The rebooking or cancellation of flights booked via etixportal.com can be made by the **“etixportal.com Agency”**- user himself by using the cancel/void functionality of etixportal.com according to the applicable fare rules. In addition, **“etixportal.com Agency”** may contact Hahnair via email at: service@etixportal.com.

6. Refunds

Refunds can be made by using the etixportal.com refund functionality according to the applicable fare rules. You can find applicable fare rules at <https://etixportal.com/home>.

7. Undercollection – Error in fares/charges/fees/taxes calculations

In case that the amount which HR has collected from the etix portal user does not fully cover the amounts which according to the applicable fare rules and the related charges, fees, and taxes which are due for the issuance of the ticket apply (e.g. undercollection caused by a miscalculation done by the etixportal.com user), HR is entitled to charge the etix portal user with the discrepancy amounts. HR may charge the etixportal user by means of an ADM (Agency Debit Memo) or via other means of collection.

8. Relationship of the Parties, No third-party rights, Marketing and Trademarks, No Representation for HR

“etixportal.com Agency” agrees that all copyrights, logos, trademarks, trade names, service marks, symbols and corporate identifiers, commercial or industrial designs, words or combination of words, methods, processes and/or programs (“Trademark”) of HR, its controlling entities, affiliates and/or related companies shall remain the exclusive property of such respective companies and **“etixportal.com Agency”** agrees that it will take no action that infringes, abridges, jeopardizes, undermines or reduces the value of, or in any way dilutes, their ownership of their Trademarks, in particular, but not limited to the use of any Trademark that might lead to error in connection to their Trademarks. This Terms and Conditions does not grant, expressly nor implicitly, any license to **“etixportal.com Agency”** or its affiliate and/or related companies, over their Trademarks unless otherwise is expressly provided in advance through a written document independent to this Terms and Conditions by HR. **“etixportal.com Agency”** hereby grants to HR a non-exclusive, non-transferrable and royalty-free license to use **“etixportal.com Agency’s”** Trademarks and contact details for marketing purposes by HR and to the publication of **“etixportal.com Agency’s”** profile on HR’s webpage.

Nothing in this Terms and Conditions shall constitute or be deemed to constitute: (i) that **“etixportal.com Agency”** were in any way part of the “Hahnair Group”, an HR affiliated company, an HR subsidiary, an HR legal representation, an HR branch office or establishment, HR’s General Sales Agent or any other form of HR’s agent, or (ii) that there were any form of legal partnership, any joint venture or any employment relationship between **“etixportal.com Agency”** and HR, or (iii) any other legal form or entity with any authority to bind HR or to contract for and/or in the name of HR and/or to incur any liability or obligation on behalf of HR. A person who will not accept this Terms and Conditions shall have no right to enforce any of its terms or use the “etixportal.com”.

In any activity of **“etixportal.com Agency”** with a third-party, **“etixportal.com Agency”** will not act under any Trademark of HR, unless explicitly approved by HR in writing in advance and for this specific instance and only to such specific extent, and will always make clear to the third-party that (a) **“etixportal.com Agency”** does not act as any form of agent or representative of HR or as any other legal form or entity with any authority to bind HR or to contract for or in the name of HR or to incur any liability or obligation on behalf of HR, and that (b) no contractual relationship will be created between the third-party and HR, and that (c) no commission or remuneration of any kind will be paid by HR or on behalf of HR to any such third-party.

“etixportal.com Agency” represents and warrants that according to its best knowledge on the date of accepting these terms and conditions that HR is under no obligation according to the local laws and regulations of the country of residence of **“etixportal.com Agency”** to register and/or possess a local license in order to lawfully perform its services contained in these terms and conditions. In case of regulatory changes after **“etixportal.com Agency”** shall promptly inform HR about such changes.

9. Liability

“**etixportal.com Agency**” is liable for all activities carried out when its user name and password are used. “**etixportal.com Agency**” is also fully liable when it has authorized access to a “**etixportal.com subagency**”. “**etixportal.com Agency**” is also liable towards HR and indemnifies HR, when it and/or the “**etixportal.com subagency**” fails to inform or does not accurately inform the traveler.

“**etixportal.com services**” are based on and include third-party services and components (e.g. GDS, payment gateway, banks, etc.). The availability and pricing of such services are solely subject to the contracts into which HR enters with such third parties and are no obligation of HR. In case of interruptions of such third-party services, HR reserves the right to temporarily suspend the services at any time without prior notice. No compensation in any form will be paid to “**etixportal.com Agency**” in such case.

HR does not obligate itself and is not responsible that sales or turnover will be generated in connection with the “**etixportal.com services**”. Neither HR, nor any of its directors, officers, employees, nor agents shall be liable for any liability, loss, damage, demand, claim, action, suit, recovery, award, judgment, execution, fine, penalty, compensation, cost, expense of any nature or kind whatsoever (including costs of investigation, litigation costs, court costs, expert witness fees, litigation support service costs, settlement costs and reasonable legal fees) in any jurisdiction (“Claim”) arising out of or in connection with this Terms and Conditions, in particular but not limited to arising out of or in connection with (i) the unavailability of the or of any of its components of the etixportal.com services for whatever reason, and/or (ii) the **suspension of the ticket issuance, and/or (iii) any other performance or non-performance of services under or in connection with this Terms and Conditions.**

“**etixportal.com Agency**” will be responsible for the payment of and will reimburse, defend, indemnify and hold harmless HR for all applicable taxes and other charges (including, without limitation, penalties, interest, additions to tax and similar amounts), whether federal, state, local, foreign or otherwise, including without limitation withholding taxes, which are related to “**etixportal.com services**” or to payments made under or in connection with this Terms and Conditions (collectively, “Taxes”). If HR is required by law to make any deduction, withholding and/or other payment of Taxes in connection with this Terms and Conditions, “**etixportal.com Agency**” will after prior written consultation with HR on behalf of HR (i) timely and properly prepare and submit any necessary filings and pay such Taxes to the appropriate taxing authority, and (ii) provide HR with governmental receipts evidencing such withholding and payment to the appropriate tax authorities in a timely manner.

10. Data Protection & Confidentiality

101. Neither Party will publicize or disclose to any third-party any confidential or proprietary information or data of the other Party. If any Party wishes to share such information with any third-party, this may be done only after written consent of the other Party.

10.2. Each Party agrees that it shall not use, i.e. copy, modify, transmit, or make any use of ticket information related to passengers for any purpose other than for those reasonably necessary to provide and account the transportation services requested by the passenger or those otherwise authorized by the passenger. For the avoidance of doubt, the foregoing shall not prohibit either Party from using such information for analytical purposes at an aggregate level. Both Parties shall act in accordance with applicable Data Protection Laws. They shall take appropriate technical-organizational measures in order to guarantee the full compliance with such Data Protection Laws.

11. Validity and Termination

You declare your acceptance of these terms and conditions by registering your agency as **“etixportal.com Agency”**.

These terms and conditions apply to any booking which is made by using **“etixportal.com services”** and issued on an HR-169 document. HR reserves its right to modify these terms and conditions any time. If a ticket is issued after the publication of the modifications on the HR website, then the amended terms and conditions apply to the booking/ticket.

“etixportal.com Agency” may terminate its participation the use of etixportal.com services any time by sending an e-Mail to service@etixportal.com.

HR may terminate the offer of **“etixportal.com services”** at any time by sending an e-Mail to **“etixportal.com Agency”** and to all your registered **“etixportal.com SubAgencies”**.

The expiry, suspension or termination of **“etixportal.com services”** will be without prejudice to any rights, which have already accrued to either of the Parties in respect of the period prior to the effective date of such expiry, suspension or termination. The provisions on liability/indemnification, confidentiality and taxes shall survive the expiry, suspension or termination of the **“etixportal.com services”**.

12. Governing Law; Dispute Resolution

These terms and conditions and the performance of **“etixportal.com services”**, and any non-contractual obligations arising from or connected with this Terms and Conditions, will be governed by and construed exclusively in accordance with German law without giving effect to the principles thereof relating to conflict of laws. The place of the jurisdiction shall be Darmstadt, Germany.