



AgentExperience Program

Travel & Tourism Supplier Agreement

General Terms & Conditions for the AgentExperience Program

1. The present Agreement will, upon clicking “I Agree”, serve as an agreement between the undersigned travel industry supplier on the one hand (hereinafter “the Supplier”) and the International Air Transport Association (hereinafter “IATA”), an association incorporated by Special Act of Parliament of Canada, in its own name and as Manager of the IATA/IATAN ID Card Program on the other hand, IATA concerning the use and acceptance of the IATA/IATAN ID Card Program (hereinafter “the Card”).

2. The Supplier understands that the Card Program is developed, implemented and administered by IATA as a travel industry service, as a means to facilitate the way the Supplier administers its own preferential industry partners’ rate program, in that it provides a greater degree of control and allows ready recognition of professional travel agents that the Supplier deems eligible to benefit from industry discount concessions. The Card can be a physical identification card or a digital identification embedded in a software application.

3. The Supplier agrees to recognize the holder of the Card (hereinafter “Cardholder”) as a lawful participant in the Card Program, provided the Card is issued by IATA under the Card Program.

4. The Supplier agrees that IATA may list the Supplier’s name in promotional materials supplied to holders of the Card, including in a “Directory of Travel & Tourism Suppliers” and/or the listing in the online platform Agentexperience.com and in similar lists or publications, artwork, and to inform other potential suppliers or other persons of its participation in the program. Further, the Supplier agrees that IATA may announce, advertise and/or promote Supplier’s participation, name and/or logo on public sites and/or social media platforms such as (Facebook, Twitter, etc.)

5. The Supplier agrees to disseminate all information available about the Card Program to its personnel responsible for administration of the travel industry discount concessions to bearers of the Card. Furthermore, the Supplier undertakes to instruct its personnel to request the Cardholder to show the Card as a matter of routine, prior to awarding applicable travel industry discount concessions and whenever deemed reasonable for the purpose of such identifications.

6. IATA further acknowledges that the Supplier has no obligation or liability arising out of the Supplier’s involvement in this program. IATA hereby releases and waives any right of action that he now has or may have against Supplier arising out of any act or omission by the Supplier relating to this Agreement.

7. The Supplier acknowledges that IATA’s obligations are limited to the publication of the offers which the Supplier wants to make available for the Cardholder (hereinafter the “Offer”). The Supplier will indicate if the Offer can be booked by the Cardholder on the Agentexperience.com site, if that option is available, in which case IATA will pass on the booking confirmation details to the Supplier, or if the Cardholder should contact the Supplier to make the booking, in which case IATA will reference the Supplier’s contact details including web site where the booking may be executed.

8. In case the booking of the Offer is (partly) executed outside the Agentexperience.com site, the Supplier agrees to accept the credentials of the Card Holder as provided by IATA and will refrain from asking the ID Card Holder for any additional registration, membership or any additional fees to execute the booking of the offer. In case the execution of the Offer is completed outside the Agentexperience.com site, Supplier will transfer the booking confirmation information back to the Agentexperience.com site.



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9. The Supplier will endeavor to include its full range of travel products, hotel properties, or locations as part of the Offer. In the event the Supplier wishes to exclude certain of its travel products from the Offer, it will indicate so to IATA.

10. In the event where the Cardholder purchases any Offer outside the Agentexperience.com website, IATA shall not collect payment from the Cardholder on behalf of the Supplier and it is the sole responsibility of the Supplier to collect any fees or charges related to the Offer directly from the Cardholder. IATA will not be liable in any way for ensuring the payment of any charges by an Agent nor its collection by the Supplier.

11. The Supplier will be responsible for the content of the Offer provided to IATA and shall indemnify IATA for any third-party claims regarding the Offer, or any other claims, actions or processes brought forth by third parties for any reason whatsoever, including intellectual property infringement and deceitful practices. Furthermore, the Supplier shall be solely responsible for any cost, delay or manpower associated with the technology component it provides.

12. The Supplier is not entitled to use the IATA name or logo or any similar device in any publications or other material other than in the promotion of the Card Program, unless expressly authorized to do so, in writing, by the IATA. Nor is the Supplier entitled to claim any exclusivity with the IATA or IATA in its own right, or its products, in relation to its participation in this program, unless Parties have agreed on exclusivity in writing.

13. Either party may terminate this Agreement by providing the other party with 2 weeks' prior written notice for its intention to terminate.

14. By clicking "I Agree", this Agreement becomes enforceable to both the Supplier and IATA.

15. This Agreement is the entire agreement between the parties hereto, there being no prior written or oral promises or representations not incorporated herein. All prior representations, discussions, contracts or agreements concerning the subject matter hereof are cancelled or merged herein. IATA may amend or modify this Agreement from time to time without prior notice to the Supplier.

16. This agreement shall be governed by the laws of the province of Quebec, Canada excluding conflict of law provisions. Any dispute between IATA or the Supplier shall be settled by the courts of the Province of Quebec, Canada, in the city of Montreal.

17. By clicking "I Agree", the Supplier warrants that it has the authority to bind its entire corporation and affiliates.