

# Airline Community Participation Terms of Use

These are legally binding terms and conditions (“Terms”) between AIRLINE TARIFF PUBLISHING COMPANY (“ATPCO”) and the entity you represent (collectively, “you,” “your” or “Participant”). These terms govern your use of ATPCO data, services, websites, software, and other electronic platforms that we operate and may update from time to time (collectively, the “Platform”).

## 1. Background

ATPCO provides content, technology, standards, and governance throughout flight shopping. By using our Platform, Participant agrees to all terms and conditions and represents that it has the right, authority, and capacity to enter into these Terms. If you do not agree to any of these terms, then you may not use the Platform. Likewise, by using our Platform, Participant authorizes ATPCO to collect and distribute the data on its behalf, either directly or via its agents (e.g., authorized partner airline, third-party service provider or any other authorized entity). In turn, ATPCO will store such data, calculate results from such data and distribute either or both in accordance with these Terms.

## 2. Standards

ATPCO collects, compiles and curates various types of content, for pricing and retailing; a list of which is provided in Exhibit A which may be updated from time to time (collectively, the “Data”). As an industry body, ATPCO develops and publishes standards and procedures for airlines to manage pricing and retailing content and automation, that describe data exchanges, the processes to upload data, to calculate airline pricing and retailing as well as processes for government and regulatory filing (individually and collectively “Standards”). These standards are adopted and agreed to by the participating airlines and other parties engaged in the distribution and processing of airline pricing and retailing products (e.g., systems, channels and airline partners). These Standards govern

the accurate collection, processing, distribution and interpretation of airline retailing content. Any Data provided by you will be subject to these standards. By participating in the Platform and using the Data, you agree to comply with the Standards. Our Standards may be updated from time to time and can be accessed [here](#).

### 3. Data Use

You are not required to provide any Data but if you choose to do so, ATPCO will process and distribute the Data (including any calculated results) in accordance with applicable instructions, to systems, channels and partners, governments, and any entities that subscribe to receive the Data. By participating in the Platform, you are acknowledging that ATPCO selects, coordinates and arranges data from you and other industry sources and has a proprietary interest in the resulting compilation that constitutes the Data.

Likewise, Participants may download Data from the Platform, in such case you agree that the data is for your authorized reference only and may only be used for internal management purposes and no other purpose. Data may be used for internal use only. Participant may not create derivative works using the Data. Without limiting the foregoing, Participant may not use the Data to:

1. Authorize, or in any way assist, any computer terminal not operated by it or under its control to obtain access to ATPCO's database;
2. Reproduce or duplicate any information obtained by it from ATPCO hereunder for purpose of resale,
3. Provide fare quote service;
4. Provide a pricing and shopping system;
5. Offer advertising;
6. Offer retail travel services;
7. Create, develop, operate, or sell fare management, revenue management, or revenue accounting products and services; or
8. Offer or provide any other services other than internal management functions unless expressly authorized by ATPCO in writing.

Participant may not share, resell, transmit or transfer any of the Data furnished pursuant to this Agreement to another person or entity for any purpose.

Upon receipt of necessary powers of attorney and/or other authorizations as appropriate, ATPCO will act as an agent of Participant for the sole purpose of filing tariffs with the government of the United States or other governments specified by and in accordance with the written instructions of Participant. It is the responsibility of Participant to ensure that all such filings adhere to the applicable regulations of the governmental authorities involved.

### ***Interline Fare Participation***

ATPCO will include in its data bank and distribute fares for any airline which may have interline agreement(s) with other airline(s). Participant may instruct ATPCO to include in the Data and distribute such interline fares, and ATPCO assumes that all airlines have agreed to participation in such interline fares. Participant must have a bilateral agreement with each airline for which Participant wishes ATPCO to publish interline fares. Participant must have in place a bilateral agreement with every such airline for proper settlement of revenue associated with interline fares.

Participant shall not have the right to become a participant in an interline fare published by ATPCO on behalf of another airline without the consent of such other airline.

Participant may provide written instruction to restrict or withdraw another participant from an interline fare published by ATPCO. ATPCO will not act upon any instructions from the restricted/withdrawn party that is contrary to the Participant's request. Participant may rescind the request with a subsequent written notice.

Participant may provide a written instruction to ATPCO to withdraw from participation in an interline fare published by ATPCO.

## **4. ATPCO Rights of Data and Publishing Activities**

In order to serve all stakeholders in the industry, ATPCO reserves the

right to adjust, add, edit, and limit the volume, and schedule of Data distribution activities at any given time; such changes come into effect immediately. By providing Data to ATPCO, Participant authorizes ATPCO to distribute Data to all channels through ATPCO's subscription processes. Participant agrees to provide ATPCO with written instructions as applicable. Participant agrees that Data distributed publicly or privately via ATPCO may also be used for:

1. ATPCO's internal use and analysis solely for the benefit of ATPCO;
2. ATPCO's performance of services on behalf of and as expressly authorized by Participant; and
3. ATPCO's performance of research and development activities on behalf of, in cooperation with or as expressly authorized by Participant.

Participant has sole responsibility for verifying the accuracy of Data that ATPCO distributes regardless of whether the Data is provided to ATPCO by Participant, by an authorized designee of Participant, by a third party, or sourced publicly by ATPCO. If Participant becomes aware that information that ATPCO has sourced and is distributing is inaccurate, Participant agrees to notify ATPCO in writing so that ATPCO can correct any inaccuracies. ATPCO accepts no liability for the accuracy of "Other Industry-Sourced Data" as listed in Exhibit A, which ATPCO collects to enrich the Data.

ATPCO may terminate your access based on the following:

- Uncured non-payment past sixty (60) days
- Violation of these terms, upon ninety (90) days' written notice.

Participant may terminate its Participation in the Platform upon ninety (90) days' written notice.

## **5. Pricing**

In consideration for your use of the Platform, Participant agrees to pay a monthly charge to ATPCO.

ATPCO may, from time to time, revise the Pricing, after at least sixty (60) days' written notice to Participant. Participant may terminate platform use, by written notice given prior to the effective date of any increase in Pricing. Should Participant so terminate its use, ATPCO agrees, if so requested by Participant, to continue to use platform hereunder for a period of six (6) months from the effective date of the increase to which such termination is attributable, at one hundred ten percent (110%) of the Pricing in effect immediately prior to such increase. In the event Participant withdraws its notice of termination prior to the expiration of the six-month period, Participant shall retroactively pay the difference between the increased Pricing and the prior Pricing, plus ten percent (10%) thereof, for said six-month period.

## **6. Payment**

### ***Invoice and Billing***

ATPCO will invoice Participant monthly for all ATPCO Community Participation fees and Participant shall pay the full amount of such invoice and surcharges that may apply within thirty (30) calendar days after the date of such invoice. If Participant is a member of the Clearing House (ACH/ICH), all sums payable under the Terms shall be paid through ACH or IATA Clearing House except for any such fees that are reasonably disputed in good faith by Participant. All payments shall be made in United States Dollars (USD). All amounts due are exclusive of taxes, and ATPCO shall not be responsible for any taxes (other than our U.S. income tax, if any) payable to any federal, state/province, local or other government or jurisdiction in connection with these Terms. Participant shall timely pay any such taxes (and reimburse and indemnify ATPCO for any such taxes which are paid by ATPCO) and related costs, interests and penalties which any government or jurisdiction seeks to collect from ATPCO. Participant is responsible for providing ATPCO with a contact point for the purpose of receiving invoices.

### ***Late Payments***

Any amount billed that is not paid when due shall be increased, after the due date, at the rate of one percent (1%) per month until paid in full.

## 7. Limited Warranty and Indemnification

### *We promise to operate within these levels of quality concerning Data with indemnity*

ATPCO WILL USE COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT DATA SUPPLIED BY PARTICIPANT OR A THIRD PARTY OR SOURCED DIRECTLY BY ATPCO IS PROMPTLY AND ACCURATELY INCORPORATED INTO ATPCO'S DATA BASE AND MADE AVAILABLE FOR DISTRIBUTION IN ACCORDANCE WITH THE APPROPRIATE INDUSTRY, BILATERAL, OR MULTILATERAL AGREEMENT AND PARTICIPANT'S WRITTEN INSTRUCTIONS; HOWEVER, ATPCO CANNOT AND DOES NOT WARRANT THE TIMELINESS, ACCURACY, OR COMPLETENESS OF THE DATA OR ITS SUBSEQUENT DISTRIBUTION, NOR CAN IT ASSUME ANY LIABILITY FOR DAMAGES, CONSEQUENTIAL OR OTHERWISE, RESULTING FROM ANY DELAY IN, OR ERROR, OR OMISSION MADE IN THE COURSE OF THE INCORPORATION OR DISTRIBUTION OF THE DATA OR MADE IN THE COURSE OF PROCESSING TRANSACTIONS.

PARTICIPANT SHALL INDEMNIFY AND HOLD ATPCO, ITS OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES, INCLUDING ATTORNEYS, HARMLESS FROM ALL CLAIMS OR SUITS, BY WHOMSOEVER BROUGHT (INCLUDING WITHOUT LIMITATION, ALL FEES ASSOCIATED WITH THE DEFENSE OF ANY SUCH CLAIM OR SUIT INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES) ARISING FROM THE USE OF THE DATA OR TRANSACTIONS BY PARTICIPANT, BY ANY OF PARTICIPANT'S VENDORS OR BY ANY THIRD-PARTY RECEIVING THE DATA.

### *This is our promise and indemnity for our Software Applications*

ATPCO will use commercially reasonable efforts to ensure that the Software Applications will operate error free. Notwithstanding the foregoing, ATPCO cannot and does not assume any liability for consequential damages resulting from Participant's use of the Software Applications.

THE SOFTWARE APPLICATIONS ARE PROVIDED “AS IS,” AND ATPCO MAKES NO (AND HEREBY DISCLAIMS ALL) REPRESENTATIONS WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ALL LIABILITY OF ATPCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO PARTICIPANT, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE ATPCO COMMUNITY PARTICIPATION FEE PAID BY PARTICIPANT DURING THE MONTH THE INCIDENT GIVING RISE TO THE CLAIM.

This limitation of liability for the Software Applications is cumulative and not per incident. Nothing in these terms and conditions limits or excludes any liability that cannot be limited or excluded under applicable law.

## **8. Data Protection**

ATPCO has been certified as meeting all the requirements for maintaining a secure environment and effective information security controls per the Payment Card Industry Data Security Standard (PCI-DSS) and the International Organization for Standardization ISO 27001 Information Security Standard and will maintain such certification (or its equivalent) during the term of this platform’s existence. The current ATPCO PCI-DSS and ISO 27001 certifications can be accessed [here](#).

## **9. ATPCO Advertising and Publicity**

During the term of this Agreement, ATPCO will have the right to use Subscriber’s name and logo to identify it as a subscriber to ATPCO Services in customer lists, sales materials, and press releases. Should Subscriber elect to not participate in such advertising or publicity, they should submit a request through MyATPCO.

## **10. General Provisions**

### ***Choice of Law and Jurisdiction***

These terms and conditions will be governed by the laws of the United States and the Commonwealth of Virginia without reference to its conflicts of law principles. Any court with jurisdiction, sitting within the Commonwealth of Virginia, will be the exclusive jurisdiction and venue for any dispute arising out of or relating to these terms and conditions.

### ***Disclosure Required by Law***

Notwithstanding other provisions of these Terms, ATPCO may disclose Data not otherwise publicly available to the extent required by a court of competent jurisdiction, the lawful requirement of a governmental agency or as otherwise required by applicable law. Prior to such disclosure, ATPCO shall provide Participant with reasonable notice so that Participant may have the opportunity at its expense to interpose objections, defenses or obtain a protective order limiting disclosure and use of the information.

### ***Savings Clause***

If any portion of these Terms of Service are found invalid for any reason, the agreements in place on the date of implementation of these Terms of Service will apply.

### ***Notices***

All notices given hereunder shall be delivered by email. Participants are responsible for providing ATPCO with a current email address for the purpose of receiving notices under these Terms, including (but not limited to) changes to ATPCO's price list and updates to these Terms.

### ***Severability***

If any provision of these Terms is prohibited or unenforceable in any jurisdiction, the remaining provisions shall remain in full force and effect to the maximum extent permitted by applicable law.

### ***Headings***

The headings in these Terms are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.



***Updates and Concurrence with Future Amendments to Terms of Use***

Participants continued performance under these Terms of Use will constitute Participant's agreement to be bound by amendments to the Terms of Use. Continued performance may include, but is not limited by, paying an ATPCO invoice or accessing an ATPCO platform such as FareManager.

**EXHIBIT A  
DATA, SOFTWARE APPLICATIONS AND SERVICES INCLUDED IN  
COMMUNITY PARTICIPATION TERMS AND CONDITIONS**

**1. Data**

The Data includes the following categories of data defined herein:

Pricing data includes the following:

- Published Fares
- Add-Ons
- Constructed (Unpublished) Fares
- Construction Data Tables
- Automated Rules and Footnotes (including Fare By Rule)
- Text Rules and Footnotes
- Negotiated Fares and Rules
- Routings
- Passenger Facility Charges (PFCs)
- Directory Information (including Data Distribution)
- Service Fees
- Carrier-Imposed (YQ/YR) Fees
- Ticketing Fees
- Answer Tables
- Taxes
- Other Airline public data

Retailing data includes the following:

- Optional Services
- Baggage Charges and Allowance
- Branded Fares
- Amenities
- Universal Product Attributes (UPAs)
- Universal Ticket Attributes (UTAs)

Other Industry-Sourced Data includes the following:

- Reason for Issuance Code (RFIC)
- Bank Identification Number Database(BIN BASE)
- IATA Ticket Tax Box Service (TTBS)
- Revenue Accounting Tax Database (RATD)
- OAG Schedule Data
- Other Industry-Sourced Data to enrich other Data types

## **2. Software Applications**

The following tools are available in FareManager:

- Fares
- Rules
- Footnotes
- Routings
- General Rules
- Branded Fares
- Optional Services
- Carrier-Imposed Fees
- Ticketing Fees
- Linked Alliance Fares
- Service Fees Analysis
- Government Filing System (GFS) (subject to terms and restrictions)
- Routehappy Hub

Limited access to GFS and MarketView is provided at no additional cost. Product use beyond the included usage is subject to charges as described in [ATPCO's price list](#).

### 3. Services

- Access to ATPCO's library of free e-learning courses, virtual training sessions, and on-demand videos.
- ATPCO hosted webinar "Knowledge Sessions" that demonstrate ATPCO products or discuss industry developments.
- Customer Service for general inquiries and technical support.
- Access to ATPCO's Participant portal, [MyATPCO](#), providing access to ATPCO company information, product information, and product documentation.
- Ability to participate in ATPCO working groups, which provide the opportunity to influence change and discuss the development of ATPCO products and industry standards.
- Support from ATPCO to stay in compliance with industry mandates, such as those from IATA.