



**LATAM AIRLINES SALES TERMS & CONDITIONS  
FOR TRAVEL AGENCIES**

|  |           |
|--|-----------|
| <b>1. OBJECTIVE</b>                                | <b>3</b>  |
| <b>2. SCOPE</b>                                    | <b>3</b>  |
| <b>3. ACCEPTANCE OF CONDITIONS</b>                 | <b>3</b>  |
| <b>4. SALES TERMS AND CONDITIONS</b>               | <b>3</b>  |
| 4.1. Commissions                                   | 3         |
| 4.2. Commercial Procedures Compliance              | 4         |
| 4.3. Content                                       | 4         |
| 4.4. Transparency                                  | 5         |
| 4.5. Anti-discrimination and deployment            | 5         |
| 4.6. Discounts and surcharges                      | 5         |
| 4.7. Distribution of LATAM content and fares       | 6         |
| 4.8. Use of Data                                   | 7         |
| 4.9. Efficiency                                    | 8         |
| 4.10. Use of the Brand                             | 8         |
| 4.11. Irregularities                               | 8         |
| 4.12. Efficient use of identification codes        | 9         |
| 4.13. Information about and for passengers         | 9         |
| 4.14. Frequent flyer program                       | 10        |
| <b>5. AUDIT</b>                                    | <b>10</b> |
| <b>6. SANCTIONS FOR NONCOMPLIANCE</b>              | <b>10</b> |
| <b>7. POLICY MODIFICATIONS</b>                     | <b>11</b> |
| <b>8. CONFIDENTIALITY AND DATA PROTECTION</b>      | <b>11</b> |
| <b>9. STATEMENT OF ANTI-CORRUPTION REGULATIONS</b> | <b>11</b> |
| <b>10. PCI COMPLIANCE</b>                          | <b>12</b> |
| <b>11. Glossary</b>                                | <b>13</b> |
| <b>Appendix 1: IATA Resolution 890</b>             | <b>14</b> |

## 1. OBJECTIVE

The purpose of this document is to standardize the processes of indirect sales by specifying herein the terms and conditions as well as processes for the sale and reservation with LATAM Airlines Group S.A. (dba LATAM Airlines Group), TAM Linhas Aereas S.A. (dba LATAM Airlines Brasil), Aerovias de Integracion Regional S.A. (dba LATAM Airlines Colombia), LATAM Airlines Peru S.A., LATAM-Airlines Ecuador S.A., Transportes Aereos del Mercosur S.A. (dba LATAM Airlines Paraguay) and their related airlines (hereinafter "LATAM", "LATAM Airlines" or "LATAM Airlines group"). The relationship between LATAM and the travel agencies is determined by (i) Resolutions No. 824, No. 818G and the IATA Ticketing Manual, (ii) the Airlines Reporting Corporation (ARC) Agent Reporting Agreement, (iii) the Billing and Settlement Plan (BSP), (iv) the terms and conditions as well as processes herein this document, (v) all other applicable terms, conditions and/or procedures that LATAM may publish and/or amend from time to time, and (vi) the applicable laws, rules and regulations of each country.

## 2. SCOPE

This document is applicable to all travel agencies that book and/or issue LATAM products and/or services, including agencies designated by LATAM as agents to distribute its products and services ("Designation") pursuant to IATA Resolution No. 824. It is also applicable to any agent who books and/or issues LATAM products and services for third parties through a GDS or other tool (hereinafter "Agency" or "Agencies").

## 3. ACCEPTANCE OF CONDITIONS

By making reservations of or selling LATAM products and services, including tickets and ancillaries (ancillaries, as defined in point 4.3 herein below) after 30 days of the publication of these terms and conditions and any revised version of the same, the Agency consents to contract with LATAM and accepts these terms and conditions. Likewise, the Agency (i) expressly declares that it is aware and accepts that LATAM may unilaterally modify the terms and conditions without prior notice, and agrees to periodically review the same, which shall be published and updated at: [https://www.latamtrade.com/en\\_us/](https://www.latamtrade.com/en_us/) and (ii) expressly waives any claim for said concept.

## 4. SALES TERMS AND CONDITIONS

### 4.1. Commissions

- a) LATAM reserves the right to modify its commission policies (the commissions provided voluntarily by LATAM to the Agency). LATAM also reserves the right to modify and communicate its compensation and commission programs to the Agencies at any time it deems appropriate, with prior notice to the Agencies.
- b) Limitations on commissions. In the event that LATAM decides to pay commissions to Agencies, it will pay them in accordance with the commission policies in effect at that time and will pay them only to Agencies that have complied with (i) the terms and

conditions in this document, (ii) all applicable procedures, (iii) KPIs and (iv) LATAM published regulations in effect at the time of commission payment. LATAM will not pay commissions on government prices, fees and taxes, or any other commissions or service costs charged directly by the Agency that are not specific to LATAM.

- c) The Agency must reach the goals specified in the LATAM Commission Model, previously communicated to the Agency by the LATAM sales team, to qualify for payment of the backend commission.
- d) The Agency may not issue the ticket in a country other than the one in which the sale is made in order to obtain a higher commission from LATAM. Operations must be limited exclusively to the market(s) and routes that were previously agreed upon; and the parameters established by the LATAM Commission Model must be met.
- e) Commission Payment Method. LATAM uses IATA Agency Credit Memos (ACM) as its official payment method, which will be paid through the ARC for the United States and BSP for Canada within the terms agreed upon and previously communicated between the parties. In the event that a particular country uses a different payment method, LATAM and the Agency shall agree in writing to said payment method prior to any commission payment in accordance with the terms and conditions, processes and KPIs established in the LATAM Commission Model.
- f) The Collection Period will begin to run upon issuing of an ACM, and will last for six months (6) on BSP or nine hundred and ninety nine (999) days thereafter on ARC (in US). ACMs not collected upon expiration of the Collection Periods will become inactive on ARC (for US) and BSP, and the Agency will become unable to collect nor request the issuance of a new ACM to start a new Collection Period.

#### **4.2. Commercial Procedures Compliance**

The Agency shall comply with all applicable laws and regulations regarding LATAM's ticket sales as well as with LATAM's ticket issuance policies and fare regulations enforced at the time of making reservations or issuing, reissuing, changing, refunding, canceling flight segments or complete itineraries, or selling any other LATAM product (hereinafter, the "Conditions"). The Agency agrees to comply with all laws and regulations applicable to reservations, issuances, reissues, changes, refunds, cancellations of flight segments or complete itineraries of airlines in general. Additionally, the Agency must correctly apply taxes and boarding fees and will assume all risks and responsibilities associated with errors or omissions at the billing moment.

#### **4.3. Content**

The Agency will make its best effort to show clients on all of the Agency's platforms, including mobile phone applications, all travel options, products and services offered by LATAM, which are available and meet the client's search criteria.

Whenever technically feasible, the Agency will make its best effort to give the customer the option to book with the Agency ancillary products and services offered by LATAM, to the extent

---

LATAM Airlines Group Sales Terms and Conditions for Travel Agencies



that they are available, such as preferred seating, upgrades and additional baggage, among others (hereinafter, "Ancillaries"). The Agency will offer customers LATAM's Ancillaries with the same standards with which it offers the ancillary services of other airlines.

#### **4.4. Transparency**

The Agency shall be responsible and ensure that its commercial systems and procedures will accurately and transparently process, make available and sell LATAM's content, products and services under the same conditions that LATAM publishes to Agencies through the agreed systems or processes. The Agency must clearly communicate the information to the travel agent and to end customers in all instances of communication and marketing, always showing the final price and all the rate related information, services and charges made by LATAM separately from those made by the agency.

Charges communicated by LATAM may not be altered by the Agency. The Agency must clearly show the customer the terms and conditions of the fare offered including conditions related to baggage allowances, rights to seat selection, changes and cancellations, etc.,. Subject to technical feasibility, the Agency will also show customers alternative fares offered by LATAM that are available and the Agency may include additional benefits that may be of interest to the customer. In the case of additional or optional services and charges in addition to the airfare, the Agency shall inform the passenger of their cost before effectuating the purchase or the change, ensuring the passenger the freedom to accept or reject the same, as the case may be.

In the event that the Agency charges the customer additional service fees for the issuance, reservation, or provision of Agency services associated with flights operated and/or marketed by LATAM, these charges must be displayed and clearly specified to the customer separately from the charges and/or fees for LATAM's products and services, and the Agency must expressly mention that the Agency fees are exclusively Agency fees and not by the airline.

#### **4.5. Anti-discrimination and deployment**

The Agency will use objective and clear criteria to display travel options to the customer. The Agency must ensure that its systems and procedures display LATAM's content in a neutral manner, guaranteeing that the rules that apply to the display are not used to facilitate any preferences for products and services of other airlines or alter the products and services offered by LATAM. In the event that the interaction with the customer is online or through a screen, the Agency agrees to display LATAM's products and services without any discrimination with respect to other airlines.

#### **4.6. Discounts and surcharges**

The Agency shall clearly inform and show the Customer the fare offered by LATAM without modifications. Applying discounts ("Undercutting") to the fares published on LATAM.com and/or distribution channels, in any of its sales and marketing channels is herein strictly prohibited and constitutes a material breach by Agency of these Terms and Conditions.

In the event that the Agency applies surcharges of any kind to the customer that are not LATAM surcharges, such surcharges must be shown separately from LATAM's charges in a breakdown of



the final price and included in the final price, ensuring that the customer has clear notice of the final price.

#### **4.7. Distribution of LATAM content and fares**

Upon Agency's request, LATAM may authorize on a case-by-case basis, an Agency that complies with the conditions and requirements, to market and sell LATAM's products and services directly to B2B and B2C clients.

- a) In the event of non compliance, LATAM reserves the right to restrict access to its content to Agencies, third parties and affiliates who are authorized to re-distribute, sub-consolidate, re-assign, publish and promote LATAM content via websites, mobile applications or e-commerce platforms (whether "B2C" or "B2B"), as provided in the "Penalties for Non-Compliance" section of this document.
- b) Agency sales online or via other digital channels must specify the name of the party receiving LATAM's content, the point of sale, IATA identification number (in the case of online sales agencies, a IATA number exclusive for online sales must be provided), specific PCC, address, telephone number and the nature and purpose of the distribution and/or redistribution (e.g., consolidation, fulfillment, etc.). The aforementioned information must be provided to LATAM, in writing, prior to the redistribution of any LATAM content.
- c) Consolidating Agencies, meaning those that sell or issue bookings made by third party agencies, will be fully responsible for the bookings in the event that they do not comply with the requirements of these terms and conditions and/or the procedures and regulations published by LATAM from time to time herein or otherwise as notified by LATAM. Consolidating Agencies will be subject to sanctions specified herein these terms and conditions and/or any other document related to specific regulations or policies published by LATAM in any of LATAM's official communication channels. Upon LATAM's request, Consolidating Agencies agree to provide LATAM with all information necessary to identify the third party agencies that made the bookings issued by the Consolidating Agency.
- d) The Agency agrees to offer their customers fares that LATAM has available at the time of booking and/or purchase in accordance with applicable and published branded fare rules and regulations. Specifically, the Agency agrees to:
  1. Offer, book and issue fares applicable only in the country of the Agency's registered IATA code. If the Agency has an IATA code registered in more than one territory, reservations and/or sales shall not be made in a territory other than the one where the customer makes the reservation or purchase.
  2. Honor and comply with the applicable corporate agreements as the case may be, should the agency be selected by a LATAM corporate client to sell or market LATAM Airlines Group products. The Agency must agree to use the aforementioned agreement exclusively for the issuance of tickets as established

in each corporate agreement and to not put to wrong use the discounts assigned through OTA's and/or Consolidators.

3. The specific fare regulations contained in contracts celebrated between an agency and LATAM. The agency agrees not to misuse the discounts and/or specific and exclusive benefits from retail contracts, OTA's and tour operators, among others.
4. Comply with LATAM fares conditions for tour airfares associated with ground transportation or other services. Agency must not use these fares independently, and will only use these in a package in the manner in which LATAM stipulates.
5. Enforce fare regulations in the case of changes , remission and refund of tickets, including the appropriate application of fines and compliance with deadlines.

#### **4.8. Use of Data**

LATAM directly or through authorized systems and processes, makes certain data available (hereinafter "Data") so that Agencies may sell LATAM products and services and provide related services to customers. Such Data includes, but is not limited to: information on rates, schedules, inventory availability, service, and attributes. The creation and maintenance of such data requires significant resources to analyze market information, demand, aircraft utilization, airport and infrastructure conditions, staff schedules, etc., and involves algorithms, systems and analysis processes for itinerary creation, pricing and profitability management that are critical to LATAM. The data exchanged with Agencies also includes personal customer data, their behavior and their relationship with LATAM.

Such Data is sensitive and unauthorized access to this information may lead to system disruption, security risks, as well as significant equitable and legal damages to LATAM f including but not limited to financial penalties for non-compliance.

Agencies acknowledge and accept that this Data, regardless its origin, is exclusive property of LATAM and that access to and use of the information by the Agency is only permitted as a consequence and conditioned to its Designation as an Agency as defined in this document and in the LATAM Contract of Carriage. Agencies shall guarantee to LATAM that they will comply with all applicable information security, confidentiality and data protection regulations.

Further, the following examples of accessing, using, distributing and remarketing Data are strictly prohibited unless prior written authorization by the disclosing party has been given:

- a) Facilitating, inviting, or agreeing to facilitate access to, remarketing or otherwise redistributing Data to third parties through digital platforms, web robots or other devices, software or systems including global distribution systems;
- b) Sell or otherwise provide information to any person, entity. Grant access or licensed to computer softwares or to devices capable of accessing Data from any point of origin;

- c) Facilitate the structured publication of Data in third party electronic media, including, but not limited to, Facebook and Twitter.

The Agency shall abstain from carrying out any of the above misbehaviors , as well as any unauthorized access, use, distribution or remarketing of Data without the prior written consent of LATAM Airlines Group. If, by any means, the Agency becomes aware that a third party is accessing, distributing, remarketing or displaying Data obtained in any way via security breach, including but not limited to, to the Agency's website, without LATAM's written authorization, it shall notify LATAM without delay and all reasonable measures must come to action, including commercial, technological or legal measures, to prevent unauthorized access, distribution, remarketing or display of Data.

#### **4.9. Efficiency**

The Agencies will make their best effort to ensure that the process of consulting itineraries and fares, as well as availability, booking and issuance process, including the use of payment methods, is as efficient as it could possible be and does not cause unnecessary costs of any kind to LATAM Airlines Group or jeopardize the operation in any way of LATAM's systems and processes. This also applies to the efficient use of the systems and tools that LATAM authorizes for this purpose, including direct connection systems enabled by LATAM, as well as the use of Global Distribution Systems (GDS) existing in the market.

Agencies may not access LATAM.com or any other LATAM website using automated or electronic devices, commonly known as "screen scraping", "robots", or "spiders", or other electronic search devices to consult itineraries, fares or availability, or extract any other information automatically without prior written authorization.

#### **4.10. Use of the Brand**

Agency may only use LATAM's name and brand in good faith to display LATAM products to its clients as authorized in writing by LATAM and always in accordance with the design and rules established by LATAM. Agency may not use LATAM's name and trademarks where the words LATAM and/or LAN and/or TAM are used, or any other words that relate directly to the airline due to the intellectual property and exclusive use of LATAM's trademarks that LATAM will not grant to Agencies without prior written authorization. In particular, Agency may not use LATAM's trademarks in URLs or search engine advertisements and may not use LATAM's trademarks to increase traffic to its website (for example, it may not bid on keywords that include any LATAM trademark in search engine advertising campaigns and SEM bids) without prior written authorization from LATAM. Agency may not use names and brands similar to those of LATAM in order to make the client believe that he/she is purchasing directly from LATAM. Agency further agrees that Agency must always make it clear to its customers that their purchase is not a direct sale from LATAM.



#### **4.11. Irregularities**

Agency understands that fraudulent, fictitious and abusive bookings are not permitted and it is the Agency's responsibility to ensure that the issuance or bookings made by the Agency's representative (i.e. agent) are based on a customer's request for air travel. Agencies may not manipulate the ticketing or booking in any way, nor attempt to circumvent travel controls, including, but not limited to, the accumulation of inventory and any other practice prohibited in LATAM's Distribution Policy current at the time of the booking, or any other policy updated and published by LATAM through LATAM's official channels from time to time.

#### **CHARGE POLICIES**

#### **4.12. Efficient use of identification codes**

Agency must carry out the automated LATAM electronic ticketing process in accordance with current IATA traffic conference resolutions regarding ticketing and LATAM's commercial policies to facilitate sales, streamline internal and inter-company processes.

Agency acknowledges and agrees that:

- a) LATAM only permits the issuance of electronic tickets.
- b) Agency may only use LATAM identification codes to issue documents for airlines with which LATAM has commercial agreements, which may be different for each LATAM carrier. Said commercial agreements are passenger and cargo air transport contracts between airlines for the acceptance of Standard Traffic Documents and standard procedures, and will be available in the GSA table of the reservation system. Agency agrees to issue a LATAM identification code and that at least one of the segments booked is a LATAM operated flight.
- c) It is not permitted to issue traffic documents with airlines with which there is no commercial agreement. Other options must be sought for the passenger's trip since airlines without commercial agreements with LATAM have no obligation to board the passenger.
- d) They will not issue itineraries that include only segments operated and published by LATAM under another airline's identification code if LATAM is part of the BSP.

For the issuance of tickets, Agencies shall comply with LATAM's rules and regulations for sales, fares and ticketing.

#### **4.13. Information about and for passengers**

Agency will make all customer passenger contact information required by governmental authorities of each country available to LATAM, as well as all passenger information that may be necessary to provide good customer service by the airline. Such information includes, but is not limited to, telephone number, email, frequent flyer number, and the like.



As issuers of air transportation service, Agency must proactively send all legal and commercial information to the passenger, such as purchase dates, flight dates, penalties, restrictions, and arrival anticipations at airports, without requiring passengers to request it.

In the event that the Agency fails to provide the correct passenger information to LATAM (so that, for example, LATAM can notify the passenger of changes to his/her itinerary), Agency herein agrees that Agency is fully responsible for notifying the passenger in a timely manner of all itinerary changes and is responsible for any associated costs that the passenger may incur due to lack of information, as well as any liability or fine that LATAM may incur due to the Agency's failure to notify the passenger.

#### **4.14. Frequent flyer program**

Agency agrees to comply with all rules and policies that regulate LATAM loyalty programs such as LATAM PASS and LATAM Fidelidade. LATAM reserves the right to make use of all administrative, equitable, and legal remedies in the event of improper use by Agency of LATAM's loyalty programs.

### **5. AUDIT**

Subject to LATAM's reasonable prior notice to the Agency under the circumstances, LATAM may audit the Agency to review LATAM's sales and reservation records and/or to rule out misuse or non-compliance with any of LATAM's rules for the sale of its products and services.

LATAM reserves the right to request Agency proof of Agency bookings and issuances concerning all LATAM products and services. LATAM also reserves the right to audit Agency's finance books and documents for assurances of Agency capacity for financial backing of LATAM's ticket issuances for payment through the BSP, ARC or the entity defined by the parties. The Agency agrees to submit the required information within 48 business hours of LATAM's written request.

The Agency will use its best efforts to use a separate IATA or PCC for online and in-person sales.

### **6. SANCTIONS FOR NONCOMPLIANCE**

In the event of non-compliance with any of these terms and conditions, LATAM reserves the right to apply any of the following sanctions in accordance with applicable law: (i) perform the issuance of ADMs as specified in these terms and conditions and other related LATAM policies, (ii) charge fines or administrative fees, as specified in these terms and conditions and other related LATAM policies, (iii) suspend and/or limit access to any LATAM systems for the purposes of reservations, broadcasts and/or reissues to Agencies and/or any company that has authorization to distribute or redistribute LATAM content, (iv) remove the Agency's right to receive commissions, incentives and/or benefits from LATAM content, (v) make use of equitable and/or legal actions or other forms of sanctions for non-compliance, always within the legal framework of each relevant country, such as, but not limited to; blocking of licenses, suspension of incentives, economic sanctions.

## 7. POLICY MODIFICATIONS

LATAM reserves the right to modify these terms and conditions at any time in its sole discretion and without prior notice by posting a revised version on [https://www.latamtrade.com/en\\_us/](https://www.latamtrade.com/en_us/). Changes will become effective 30 days after publication by LATAM and/or after Agencies have received a communication by email. By continuing to issue, book, sale LATAM services and products, Agency accepts any revised version of this terms and condition. In no event, shall revised versions apply prior to the effective date of the revised version.

## 8. CONFIDENTIALITY AND DATA PROTECTION

Agency agrees to maintain these terms and conditions in strict confidence, as well as all the information received or exchanged in connection (henceforth the "Confidential Information"). Confidential Information may only be disclosed with the prior written approval of the other party, or if the Confidential Information is legally required by a competent governmental authority, court of law or in compliance with applicable law. This obligation does not apply to information that: (i) is of public knowledge, without an unlawful act by the receiving party; (ii) was already known to the receiving party without restrictions on disclosure at the time of disclosure under this Agreement; (iii) was independently developed by a party; (iv) or was obtained from a third party without breach of a contractual or legal obligation regarding such information. This confidentiality obligation shall survive the termination or expiration of this Agreement for a period of three years.

Agency agrees to comply with all applicable data protection rules and laws.

## 9. STATEMENT OF ANTI-CORRUPTION REGULATIONS

Agency declares that it is aware of the applicable anti-corruption regulations that establish a comprehensive system of corporate and individual liability for acts of corruption against public and foreign officials or government agencies, and that it is aware that LATAM and LATAM's Related Companies are committed to strict compliance with these laws, including the U.S. Foreign Corrupt Practices Act of 1977, as amended ("FCPA") (hereinafter, the "Anti-Corruption Regulations"). Accordingly, Agency declares that it is aware of and accepts that LATAM and its Related Companies are strictly committed to compliance with the Anti-Corruption Regulations.

Likewise, Agency declares to be aware of the objectives and scope of such Anti-Corruption Regulations and declares to be in compliance with such regulations and to remain in compliance therewith.

Agency's declarations and commitments in this clause are essential for the execution of this Agreement. Any breach by the Agency shall entitle LATAM to immediately terminate this Agreement, without prejudice to the damages that it may claim for any breach by Agency of the Anti-Corruption Regulations.

In addition, Agency hereby explicitly declares that it is aware of the existence and content of the LATAM Code of Conduct, and guarantees that it will comply with all applicable rules. A copy of the current Code of Conduct can be found at [www.latamairlinesgroup.net](http://www.latamairlinesgroup.net)

## **10. PCI COMPLIANCE**

Agency shall ensure strict compliance with Payment Card Industry (PCI) Data Security Standards, as set forth by credit card companies and available to Agents through IATA and that any sensitive card data obtained in the process of completing the credit card sales transaction is being handled, stored and transmitted with due respect and in accordance with the standards established by LATAM and any official IATA resolutions regarding data security.

In order to ensure the proper protection of customer data, Agency shall be subject, as applicable, to compliance via the clauses imposed in "Resolution 890" of the "Travel Agent Manual" published by IATA in its 812 and 818g editions, valid starting January 2022.

Should an Agency not wish to obtain "PCI" certification, it is the Agency's sole responsibility to provide LATAM with a certified written notice sent by Agency's legal representative. Agency acknowledges and agrees that Without PCI certification the Agency will be unable to make sales by credit or debit card.

## 11. Glossary

"Abusive Practices": refers to any practice considered irregular under LATAM's terms and conditions that are linked to the reservation and/or sale.

"Ancillaries": refers to complimentary services.

"API": refers to Application Programming Interface.

"B2B": refers to the type of business in which transactions are generated between companies.

"B2C": refers to the type of business in which commercial transactions are generated between a company and the end customer.

"Content": Refers to all rates and availability distributed by LATAM's NDC API.

"Data": refers to location information, identity, POS, document generation point, and more.

"Fare": refers to the prices that LATAM associates with the air transportation service and ancillaries and that can be acquired through a sales transaction via any distribution channel.

"NDC LATAM API": Refers to the LATAM API based on NDC (New Distribution Capability) technology.

"Personal Information": refers to any information in relation to an identified or identifiable individual.

"Standard Traffic Document (STD)": Electronic Ticket (ET) or Electronic Miscellaneous Document (EMD) issued by IATA Accredited travel agents under the Billing and Settlement Plan (BSP). Standard Traffic Documents serve as the passenger's receipt of sale. They record and track the usage of passenger transportation and related services.

"Transactions": refers to any use of LATAM inventory for commercial purposes. This includes but is not limited to the booking and purchase of tickets.

## Appendix 1: IATA Resolution 890



### Resolution 890

#### RESOLUTION 890

##### CUSTOMER CARD SALES RULES

PAC(57)890/(Mail A489)(except USA) Expiry: Indefinite  
Type: B

WHEREAS Members/Airlines wish to grant authority to Agents to conduct Customer Card sales against their card acceptance merchant agreements, and

WHEREAS Members/Airlines and Agents seek to establish a defined series of procedures in order to ensure compliance with card industry rules and to eliminate or substantially reduce their exposure to fraud,

IT IS RESOLVED that the following conditions will apply, and the following provisions will be complied with for the sale of passenger air transportation and Ancillary Services for which payment is made by a Customer Card that is accepted by the Agent on behalf of a Member/Airline in the market/region concerned.

#### 1. DEFINITIONS

The definitions of terms and expressions used in this Resolution are contained in [Resolution 886](#).

#### 2. CUSTOMER CARD SALES RULES

The purpose of this Resolution is to provide the authority and related compliance requirements with card industry rules for Agents to make use of the card acceptance merchant agreements of Members and Airlines, collectively referred to in this Resolution as Member(s)/Airline(s), when accepting payment for the sale of passenger air transportation and Ancillary Services.

#### 3. CUSTOMER CARD ACCEPTANCE

3.1 The Agent may accept Customer Cards as payment for the sale of passenger air transportation and Ancillary Services on behalf of the Member/Airline whose Traffic Document is being issued, subject to the provisions of this Resolution and the BSP Manual for Agents, as applicable.

3.2 The Agent will ensure that the type of Customer Card being processed during the sale is accepted for payment by the Member/Airline whose Traffic Document is being issued. The acceptance of any type of Customer Card is set individually by each Member/Airline and nothing in this Resolution will be interpreted as interfering with such independent business decision. If necessary, the Agent may seek clarification by contacting the concerned Member/Airline directly.

3.3 In the event of the Agent accepting a type of Customer Card which is not accepted by the Member/Airline whose Traffic Document is being issued, the Member/Airline will charge the non-payment from the card company to the Agent by means of an Agency Debit Memo (ADM), or, in non-BSP countries, a subsequent

adjustment will be made by the Member whose Traffic Document was issued.

3.4 This Resolution gives authority to accept only a Customer Card when using the card acceptance merchant agreement of the Member/Airline to collect payment for the sale of passenger air transportation and Ancillary Services. The Agent may not accept any other card or payment method that uses the Member/Airline' card acceptance merchant agreement, including any card issued in the name of the Agent or any Person permitted to act on behalf of the Agent, unless specifically authorised by such Member/Airline. A failure to comply with the present paragraph 3.4 will be undertaken under the sole responsibility and liability of the Agent toward the Member/Airline concerned.

3.5 When issuing and reporting Traffic Documents, the Agent must ensure to use the dedicated form of payment code and/or sub-code applicable to the payment method being accepted, as instructed by IATA.

#### 4. SALES MADE WITH CUSTOMER CARDS

##### 4.1 Authority

The Agent is authorised to accept sales using Customer Cards only:

4.1.1(a) when the Customer Card and the Card Holder are simultaneously present at the time of the transaction ("Face-to-Face Transaction"), or

4.1.1(b) for a Signature-on-File Transaction, and any other form of Customer Card sales in which a Customer Card and Card Holder are not simultaneously present, (a "Non-Face-to-Face Transaction"), which will be made under the sole responsibility and liability of the Agent.

4.1.2 No authority for sales for which payment is made by a Customer Card over the internet is included in this Resolution. The Agent must therefore contact Members/Airlines for specific instructions.

4.1.3 Charges against a Member/Airline's card acceptance merchant agreement are not permitted in respect of the Agent's own fees or charges.

4.1.4 A Member/Airline, in its sole discretion, has the right to cancel its authority to use its card acceptance merchant agreement, by notifying the Agent in writing.

##### 4.2 Procedures

In BSP countries, Customer Card sales are subject to the rules and procedures in the BSP Manual for Agents as well as those in this Resolution, provided, that in case of any conflict or inconsistency between the BSP Manual for Agents and this Resolution, then this Resolution will prevail.

##### 4.3 Approved Credit Card Charge Form

When issuing a Traffic Document using a Customer Card, the Agent will raise an approved Universal Credit Card Charge Form (UCCCF), or other signed authority, as

specified in the BSP Manual for Agents or, in non-BSP countries, as specified by the individual Member.

#### 4.4 Customer Card Authorisation

4.4.1 The Agent must obtain an authorisation approval code from the card company for each transaction, and subsequently record it in the assigned space on the UCCCF or any other authority as referenced in Paragraph 4.3.

4.4.2 Such an authorisation approval code must be generated through the GDS system and without any manual interference by the Travel Agent, unless otherwise specified in the BSP Manual for Agents or, in non-BSP markets, as specified by the individual Member.

4.4.3 The Agent recognises that receipt of an approval code from the card company does not guarantee the transaction, and that any such approval code or other authorisation does not (and will not be deemed to) guarantee that the charge will not be disputed. In the case of a rejected transaction, an ADM will be issued by the Member/Airline, or, in non-BSP markets, a subsequent adjustment will be made by the Member whose Traffic Document was issued.

#### 4.5 Reporting

The Agent must comply with the local reporting procedures, as contained in the BSP Manual for Agents or, in non-BSP countries, as specified by the individual Member.

#### 4.6 Records

4.6.1 The Agent, in order to demonstrate its compliance with the procedures contained in this Resolution regarding a rejected transaction, must retain all supporting documentation relating to any Customer Card transaction for a minimum period of thirteen (13) months.

4.6.2 As the principal to the card acceptance merchant agreement, the Member/Airline remains the rightful owner of all such supporting documentation.

4.6.3 In the event of material changes to the status of the Agent including, without limitation, the ceasing of operation, there is a continuing obligation on the part of the Agent to ensure that supporting documentation is retained, and can subsequently be made available to Members/Airlines as required.

#### 4.7 Disputed Customer Card Transactions

4.7.1 If the ticketing Member/Airline receives a notice of a dispute relating to a transaction submitted to the card company, the Member/Airline will notify the Agent within 7 days and request appropriate supporting documentation and information, and the Agent will promptly comply with any such request within 7 days.

4.7.2 In the event of a disputed transaction and its subsequent rejection by the card company, the relevant Member/Airline will pass the loss to the Agent which issued the Traffic Document by means of an ADM or adjustment (as provided in Paragraph 3.3 above).

4.7.3 Failure by the Agent to settle any ADM or, in non-BSP countries, any individual Member's adjustment, resulting from any transaction will be dealt with in accordance with Resolution 818g Attachment 'A' section 1.7.2 and 1.7.8 or Resolution 832 sections 1.7.2 and 1.7.8, or Resolution 812 section 6.9.

4.7.4 The Member/Airline must make all reasonable efforts to ensure that only valid chargebacks are transacted, and must provide all reasonable supporting documentation requested by the Agent. Any error made by the Member/Airline or arising from BSP processes must not be passed back to the Agent.

## 5. FACE-TO-FACE TRANSACTIONS

5.1 The Agent must verify the expiry date, and, where appropriate, the effective date, of the Customer Card.

5.2 The Agent must capture the Customer Card details (Customer Card number, Card Holder, expiry date and, where applicable, effective date) by use of a card imprinter, or electronic "Point of Sale chip terminal" as defined by the card industry. If demanded by the terminal, a PIN may be entered into the terminal by the Card Holder. In addition, in BSP-countries, Customer Card details may, in addition, be entered into the GDS system by the Agent for the purpose of card authorisation, and for submission to the BSP.

5.3 The Agent must obtain an authorisation approval code generated through the GDS system from the card company for each transaction as specified in section 4.4 and without any manual interference by the Travel Agent, unless otherwise specified in the BSP Manual for Agents or, in non-BSP markets, as specified by the individual Member.

5.4 When Customer Card details of first time or unknown customers are entered into the GDS system for the purpose of card authorisation, the Agent (in order to reduce its own exposure to fraud), will obtain from the customer the "Card Verification Value" (which is the 3-digit code printed on the back of the Customer Card, or the 4-digit code printed on the front of American Express cards) and include it in the card authorisation request. The Agent will verify, upon receipt of the authorisation approval code, the result of the "Card Verification Value" check. In case of a MISMATCH notice, the Agent must consider the transaction as rejected and request a different form of payment.

5.5 Storage of the "Card Verification Value" for any reason whatsoever is strictly prohibited at all times.

5.6 The signature of the Card Holder on the validated UCCCF must be witnessed by the Agent and matched against the signature on the reverse of the Customer Card.

5.7 The Agent will not be held liable for payment to the Member/Airline for a Face-to-Face Transaction, provided that the provisions of sections 4 and 5, and, in BSP-countries, any other rules and procedures contained in the BSP Manual for Agents, have been complied with by the Agent.



## 6. NON-FACE-TO-FACE TRANSACTIONS

6.1 The Agent may, subject to the provisions of this section 6, choose to accept Non-Face-to-Face Transactions including, but not limited to, Signature-on-File Transactions and other card-not-present transactions.

### 6.2 Signature-on-File Transaction

6.2.1 For a Signature-on-File transaction, where the Card Holder empowers the Agent to issue a Traffic Document with a Customer Card, whereby the charge form bears the remark Signature-on-File in the place of the signature, a clear written arrangement between the Card Holder, the card company and the Agent must exist. Disputes between the Card Holder and the Agent do not release the Card Holder from its liability towards the card company.

6.2.2 A Signature-on-File agreement enables the Agent to sign the UCCCF on behalf of the Card Holder. The agreement must include the following information:

6.2.2(i) definition of the duration of the agreement;

6.2.2(ii) provision for termination by both parties;

6.2.2(iii) requirement for changes to be made in writing;

6.2.2(iv) the number and expiry date of the Customer Card(s);

6.2.2(v) name(s) and sample signature(s) of all parties authorised to make purchases under the agreement

6.3 The Agent must obtain an authorisation approval code generated through the GDS system from the card company for each transaction as specified in section 4.4 and without any manual interference by the Travel Agent, unless otherwise specified in the BSP Manual for Agents or, in non-BSP markets, as specified by the individual Member.

6.4 When Customer Card details of first time or unknown customers are entered into the GDS system for the purpose of card authorisation, the Agent (in order to reduce its own exposure to fraud), will obtain from the customer the "Card Verification Value" (which is the 3-digit code printed on the back of the Customer Card, or the 4-digit code printed on the front of American Express cards) and include it the card authorisation request. The Agent will verify, upon receipt of the authorisation approval code, the result of the "Card Verification Value" check. In case of a MISMATCH notice, the Agent must consider the transaction as rejected and request a different form of payment.

6.5 Storage of the "Card Verification Value" for any reason whatsoever is strictly prohibited at all times.

6.6 When available and relevant, the Agent will conduct the transaction using any secure protocol as may be mandated by applicable law or as may be applied by the payment card industry.

6.7 Although Card details may have previously been verified by the Agent, the payment of passenger air transportation and Ancillary Services for a Non-Face-to-Face Transaction will be undertaken under the sole responsibility and liability of the Agent.

## 7. COMPLIANCE WITH PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI DSS)

### 7.1 Compliance

To protect the customer's data, the Agent must ensure its full compliance with the Payment Card Industry Data Security Standards (PCI DSS) with respect to the issuance of Traffic Documents for which payment is made by a Customer Card that is accepted by the Agent on behalf of a Member/Airline. Should the PCI DSS be amended or modified, the Agent will, at the Agent's sole expense, promptly adjust its processes and policies to remain in full compliance. The Agent assumes full and sole responsibility for the security of any Card Holder data obtained by or provided to the Agent, including, but not limited to, secure handling, storage, transmission, and destruction of any such Card Holder data.

### 7.2 Requirement for PCI DSS compliance as an Accredited Agent

7.2.1 The Agent must comply with the requirements of the Passenger Sales Agency Rules with respect to PCI DSS.

7.2.2 Unauthorised access, loss, or disclosure of customer data

7.2.2.1 Notification of unauthorised access, loss, or disclosure of customer data

Within 24 hours of discovery, the Agent must notify the Member/Airline of any of the following:

- (i) its non-compliance with any part of the PCI DSS or any claims related to its non-compliance;
- (ii) any unauthorised access to, or unauthorised acquisition, misuse, disclosure or loss of, identifiable customer information obtained by or provided to the Agent, or any related claims;
- (iii) claims related to PCI DSS non-compliance, as described in section 7.3, no later than 24 hours after such access, acquisition, misuse, disclosure or loss, or the Agent's notice of such claim.

7.2.2.2 Assisting in the investigation of unauthorised access, loss, or disclosure of customer data

The Agent will, upon request by a Member/Airline, make all relevant documentation and the individuals responsible for implementing, maintaining, and monitoring the Agent's PCI DSS compliance available to Quality Security Assessors (QSAs), forensic investigators, consultants, or attorneys retained by a Member/Airline to facilitate the audit and review of a Member/Airline's PCI DSS compliance, as well as to a Member/Airline's staff responsible for information technology (IT) audits.





### 7.3 Indemnification

The Agent, to the extent not addressed in sections 7.1 and 7.2 and to the fullest extent permitted by applicable law, assumes full and sole responsibility and liability for, and agrees to indemnify, defend and hold harmless a Member/Airline, its directors, officers, employees and agents for, any and all claims, loss, injury, damage and related costs (including, but not limited to, reasonable attorneys' fees, expert fees and court costs), whether direct, indirect, consequential or punitive, resulting or arising from, or relating to, non-compliance with the PCI DSS, or the unauthorised access to, or unauthorised acquisition, misuse, disclosure or loss of, identifiable customer information obtained by or provided to the Agent, including, but not limited to, Card Holder data in physical or electronic form, except to the extent that such claims, loss, injury or damage are caused or contributed to by the gross negligence or wilful misconduct of the Member/Airline, its directors, officers, employees or agents.

### 8. RESPONSIBILITY FOR SUBMISSION OF CUSTOMER CARD TRANSACTIONS

8.1 The Agent is not responsible for the settlement from the card company to Members/Airlines of amounts payable under sales made by Customer Cards approved for such sales by the Members/Airlines whose Traffic Document is issued, provided the Agent complies with all applicable rules and procedures for handling Customer Card sales, including, but not limited to, the reporting actions specified within the BSP Manual for Agents, or in non-BSP countries, the instructions of the specific Member.

8.2 Notwithstanding Paragraph 8.1 above, the Agent must provide reasonable assistance to a Member/Airline that may have difficulty in receiving the settlement due to it.

8.3 When a sale is made by the Agent operating in a BSP market, the Agent must, without delay, ensure that the Customer Card transactions are submitted to the Data Processing Centre or submit the UCCCF described in Paragraph 4.3 of this Resolution, in accordance with the local rules and procedures specified in the BSP Manual for Agents as applicable. If, as a result of any failure by the Agent to comply with all applicable rules and procedures, the Member/Airline is unable to collect the transaction amount due, the Member/Airline will charge the loss to the Agent that issued the Traffic Document by means of an ADM.

### 9. REFUNDS

9.1 When effecting refunds for sales it has made with a Customer Card, in addition to the obligations described under its Passenger Sales Agency Agreement, the Agent must comply with the rules as detailed in the BSP Manual for Agents, or, in non-BSP countries, by the specific Member.

9.2 Refund amounts of totally unused and partly used Traffic Documents must only be applied to the Customer Card number originally used for payment if the Traffic Document being refunded was solely paid by a Customer Card. In the event that the Traffic Document being refunded was paid by more than one form of payment, the refund will be executed in accordance to Resolution 824r Section 1.

---