

TERMS AND CONDITIONS FOR THE AIRPLUS BUSINESS TRAVEL PORTAL Germany

AirPlus International GmbH
Dornhofstr. 10
63263 Neu-Isenburg

These Terms and Conditions of Business govern the use of the Business Travel Portal of AirPlus International GmbH ("AirPlus"). In addition, the regulations of the Privacy Statement are also in force. The User can download and print out these Terms and Conditions of Business. In the following text, AirPlus and the User may be referred to collectively as the parties of the agreement.

§ 1 Services

(1) The Business Travel Portal ("Portal") is a service of AirPlus. The usage of the portal by business travellers is free of charge. In case certain services, especially services of third parties are not free of charge, it is mentioned in the service itself.

By applying and registering, the User receives access to the following services:

- AirPlus Standard Services (Basic services for all Portal users)
- Portal Administrator Services (Portal management services)
- possibly AirPlus Information Manager (Management information system for payment cards used for business purposes)
- possibly AirPlus Reports on Demand (pay per use management information system for payment cards used for business purposes)
- possibly AirPlus Electronic Billing (Downloading of billing data, billing data updates in CSV format, and overview of newly-created EDI partner numbers)
- possibly AirPlus Invoice Control (Downloading of the AirPlus Invoice Control software program (a program for reconciliation with delivery slips, the addition of additional data, and the establishment of short analyses)
- possibly AirPlus Integrated Data & Acceptance (A.I.D.A.)

These services may lead to further services which are liable for costs.

(2) AirPlus does not offer any Internet access points or other service-provider services. It is assumed that the User has access to the Internet.

(3) Other companies' Terms and Conditions of Business are valid only to the extent that they do not contravene the Terms and Conditions of Business of AirPlus.

(4) Technical Requirements

AirPlus expressly points out the following to the licensees:

The specific technical and legal requirements for the use of AirPlus Business Travel Portal are:

- PC with minimum 64MB RAM
- Internet access by modem or ISDN; minimum of 56kb/sec recommended
- Screen resolution at least 1024 x 768 pixels
- Able to support encrypted transactions (SSL: min 128 bit encoding) in the Internet
- Internet Explorer 7.0 or higher, Mozilla Firefox 1.5 or higher
- Adobe Reader 7.0 or higher
- Cookies need to be accepted
- Java Script needs to be activated

(5) Technical Requirements for access with internet-capable mobile devices

AirPlus expressly points out the following to the licensees:

The specific technical and legal requirements for the use of AirPlus Business Travel Portal are:

- HTML-capable, Webkit-based browser (no WAP browser)
- Display resolution at least 320 x 480 pixels
- Adobe Reader 7.0 or higher
- Cookies need to be accepted
- Java Script needs to be activated
- Able to support encrypted transactions (TLS: min 128 bit encoding) in the Internet

AirPlus is not responsible for the provision of technical and legal requirements for the use of AirPlus Business Travel Portal. The participant is solely responsible for possessing or acquiring the technical requirements necessary for the use of the AirPlus Business Travel Portal in their entirety.

(6) Service Level:

AirPlus will take appropriate measures to maintain readiness of the AirPlus Business Travel Portal for the licensees.

The minimal availability will be 97% on average during the year.

The following times are not to be considered when calculating this average minimal availability:

- Unavailability of the network at the client's site.
- Unavailability of the system due to an act of God.
- Regular maintenance: Maintenance work will be announced at the appropriate site at least one week before the start of work.
- Disruptions in the "Internet" and/or disruptions in infrastructures over which AirPlus has no control.

§ 2 Registration and Usage

(1) In order to use the Portal contents the User must first of all have the Portal activated for him. For this there are basically two ways available to him.

- The User registers himself in the Portal under Business Traveler World and in this way receives a limited range of services (only standard ones).
- The Portal Administrator of a company makes a Portal agreement with AirPlus. Based on this agreement, the Users defined in the Portal contract have the above services in the Portal activated for them. After a further clearing through the Card Holder they can use the services in the Portal which have been assigned to them.

(2) The User is responsible for informing himself about each access configuration and ensuring that the technical components (hardware and software) are compatible. AirPlus assumes no responsibility or liability for ensuring that the User's equipment (hardware and software) functions properly, in the technical and the practical sense, to provide access to the data-bank system.

(3) The User is exclusively responsible for the range of services offered, for sales, and for the delivery of services (services/orders). A contractual relationship is formed exclusively between the User and the service supplier. This applies in particular to travel reservations and/or other goods and services offered by third parties on the web page. By sending an enquiry concerning the delivery of a service, the User is making a binding offer concerning the conclusion of a service contract to the service provider in question. The service contract in question is concluded when the service provider accepts the enquiry. The User's payments for the utilisation of services of the service provider in question are made directly to the service provider.

(4) AirPlus itself is a service provider only in exceptional cases which are identified as such in the Portal pages. In these exceptional cases the definitive regulations of German law concerning that particular type of contract in question apply, in so far as these Terms and Conditions do not include a regulation contrary to them.

(5) AirPlus reserves the right to extend, alter, or improve the aforementioned list of services. AirPlus also has the right to reduce these services. In so far as AirPlus provides services or benefits free of charge, these can be cancelled at any time without prior notice. Such a cancellation does not justify any claims to reduction, replacement, or compensation. AirPlus does not provide any consulting services.

(6) The User is obliged to inform AirPlus promptly of any changes in the registration data.

§ 3 Data Security

The User releases AirPlus from all claims of third parties with regard to the data and the data contents that are provided. In so far as data are transmitted to AirPlus in any form whatsoever, the User shall create backup copies.

§ 4 Published Contents

(1) When the User transmits any intellectual contents, he releases AirPlus from any liability whatsoever for these contents and their use, and promises not to transmit any material that violates the rights of third parties. Transmitted data and programmes that have an adverse effect on the server's business operations may be de-installed or blocked by AirPlus. The User affirms his agreement that all copyrights and utilisation rights to transmitted contents of any kind whatsoever (including text files or picture files) are transferred to AirPlus without spatial or time limits.

(2) AirPlus has the right to block individual Users' access to services in cases where a third party makes a claim of default or the User is not the indubitable legal owner of the published contents (documents, services, programmes).

§ 5 Obligations of the User

(1) When the User registers, he receives a User name and a password. The password in particular must be treated with care, changed by the User at appropriate intervals, and not revealed to third parties, in order to prevent misuse by third parties. AirPlus is not liable for misuse by third parties. In cases of misuse the User is responsible for proving that the misuse was not made possible through his own fault.

(2) The use of the Portal is exclusively for the User's own business travel purposes.

Any form of use whether commercial or otherwise for any other purpose is not permitted.

(3) The User is obligated not to use the services in ways that are contrary to law, and to respect the laws and the rights of third parties. In particular, this includes the User's obligation to ensure that the data he enters do not violate criminal law, legal regulations concerning the protection of minors, the personal rights of third parties, and the copyrights of third persons. The User shall not enter data having immoral contents.

(4) The User commits himself

- not to impersonate another individual when using the services;
- not to store or pass on personal data concerning other Users.

(5) If these commitments are violated, AirPlus has the right to block the User's access to individual services without prior warning.

§ 6 Guarantees and liability

(1) As a rule, the web page is accessible 24 hours a day, 7 days a week, during the contract's entire period of validity. AirPlus has no influence on the availability of the services of other service suppliers.

(2) Interruptions of business operations are possible. This applies in particular to periods in which the Web server can not be accessed via Internet because of technical or other problems that can not be influenced by AirPlus (acts of God, faults of third parties). The User has no claim to constant availability.

(3) The User has no claim to guarantees on the part of AirPlus concerning performance deficiencies of the service provider. Any claims must be dealt with exclusively by the User and the service provider in question.

(4) AirPlus makes no guarantees, assurances, or promises concerning the correctness, completeness, or currency of the information made available in the Portal pages by service providers.

(5) Use of the services made available by AirPlus or by third-party service providers is at the User's own risk.

(6) Above and beyond this condition, AirPlus is liable to the User for damages which he suffers through or on the occasion of using the Portal, and which are due to the fault of AirPlus or of its operational assistants, independently of the claim's legal basis, whether it is contractual or non-contractual in nature, only on the following conditions:

a) AirPlus is liable for deliberate and gross negligence in accordance with the legal regulations.

b) In the case of minor negligence, AirPlus is liable only if an essential contractual obligation (cardinal obligation) has been violated or if it is a case of arrears or impossibility. In case of liability due to minor negligence, this liability is limited to damages that are foreseeable or typical. This limitation of liability also applies to liability due to minor negligence in case of an initial inability on the part of AirPlus.

c) Liability for the lack of promised qualities or on account of fraud, personal damages, violations of the law, and violation of the product-liability law remains unaffected.

d) There is no liability for consulting activities (recommendations, proposals, suggestions, advice).

e) AirPlus is liable for the loss and/or restoration of data only if their destruction was deliberate or due to gross negligence and if the data can be reconstructed at reasonable expense of time and money from data material that is available in a format which can be scanned.

(7) The User is liable for contents that he publishes on the web page. The User is not permitted to violate legal regulations, public morality, or the rights of third parties (rights to a name, copyright, data protection rights etc.) through the form, content, and purpose of his published contents.

(8) AirPlus is not liable for limitations or interruptions of service that are due to acts of God or events that regularly impede a service significantly or make it impossible. Such events include in particular strikes, lock-outs, official orders, breakdown of communication networks, gateways of other operating authorities, disruptions in the area of the service provider in question, disruptions that lie within the risk area of other network providers, or any circumstances for which AirPlus is not responsible.

§ 7 Acts of God

Acts of God that significantly hinder or temporarily prevent AirPlus from making the Portal available release AirPlus from an obligation to provide that particular service. Acts of God include all circumstances for which AirPlus is not responsible, in particular labour-union conflicts, disruptions of business operations, failure of suppliers or service providers to deliver services or goods, official measures, breakdown of transmission by third parties, transport breakdowns, or power failures.

§ 8 Data protection

(1) AirPlus stores electronically all of the User's data during the period of the contractual relationship in so far as this is necessary for the fulfilment of the contract. The User grants AirPlus his permission specifically to store and process the data entered in the registration template, and to do so for the purpose of carrying out the terms of contracts offered or concluded via the AirPlus Portal. The User agrees to the transmission of personal User data to service providers and/or other third parties in so far as this is necessary for the conclusion or the processing of contracts. The User agrees that the issuing bank will supply AirPlus with AirPlus Credit Card data required in the Portal. The rights guaranteed by the data-protection laws remain unaffected. AirPlus shall provide the User, upon demand, with complete information on the currently stored data concerning him, at any time and free of charge.

(2) AirPlus expressly points out to the User that, at the present level of technology, comprehensive data protection can not be guaranteed for data transmissions in public networks such as the Internet. The User knows that from a technical viewpoint AirPlus has access at any time to the publicly offered pages stored in the Web server, and in some cases also to other data of the User that have been stored there. Other Internet users may also be technically able to intervene in network security without permission in order to monitor the transmission of messages. The User himself bears full responsibility for the security of the data he transmits into the Internet and stores with Web servers.

(3) AirPlus commits itself to making a reasonable effort to protect the data transmitted by Users from access by third parties, and to take the technical and organisational measures that are required. AirPlus is not liable for damages due to a fault of the server or the telephone or cable network. Responsibility for such damages is borne by the server or cable provider in question.

(4) In so far as AirPlus receives personal data from the User's employees, the User promises that the preconditions required by the data-protection laws have been met concerning the storage and/or transmission of such data by AirPlus. In so far as AirPlus transmits raw data to the User for the purpose of gaining analytic and evaluation data, the User assures AirPlus that:

- in his company there are sufficiently concrete (travel) guidelines and that they are known to his employees,
- there are safeguards ensuring that the employees know or can know in concrete (booking) situations that they may be violating the (travel) guidelines in a particular case,
- the employees and the employees' representatives have been informed of the fact that AirPlus provides comprehensive data so that the User can monitor them to find out whether the (travel) guidelines are being followed.

If AirPlus transmits User data, it does so using encryption procedures in accordance with the latest technical developments.

(5) AirPlus refers to the terms of the Privacy Statement, which can be accessed and printed out via the Portal.

§ 9.1 AirPlus Information Manager

(1) General

Insofar as the user has decided to use the AirPlus Information Manager, the remaining Terms and Conditions of Business for the AirPlus Business Travel Portal apply in addition to the conditions in this paragraph, as well as the provisions in the amendments that will be concluded separately regarding the AirPlus Business Travel Portal and AirPlus Information (hereinafter referred to as "Amendments").

AirPlus Information Manager is a quick and highly efficient information management system that allows for all travel-related costs to be viewed and evaluated online, and that can consolidate international data. It is a pure online application.

AirPlus Information Manager is provided exclusively via the AirPlus Business Travel Portal. It is not possible to access it from outside the Business Travel Portal. The entire data is stored at AirPlus.

(2) License for use

By signing the Amendments the user is granted a license for use that can be used without limitation by the user for its own company. The license is time-limited, nonexclusive, and nontransferable. The compensation for AirPlus is based on the analyzable sales volume, which is set out in detail in the Amendments.

(3) Administration

AirPlus will first name an administrator after activating the AirPlus Information Manager application. Subsequently, the user can implement any type of user administration it chooses.

(4) Evaluation of the Data

The database is released to the user for those evaluations that he or she specifies in the Amendments.

The data that will be available for all evaluations is the data of the last 2 years at the most, as well as of the current year, which is specified by the user in the Amendments.

The user can archive or export reports (in XLS, CSV or PDF format). In the case of online archiving, the report that was run will be available at AirPlus for 3 months or, at the latest, until the expiry of the contract regarding use of the AirPlus Information Manager, after which time it will be deleted automatically. A new evaluation must be carried out after this period has expired, which is an option at any time within the data retention period.

(5) Evaluation of non-AirPlus Corporate Cards in the AirPlus Information Manager

AirPlus is also able to read card data from non-AirPlus Corporate Cards via an interface and then consolidate this data in the database. The user can then also evaluate these data in AirPlus Information Manager (not for AirPlus Corporate Card Reporting). The user must ensure compliance with all data privacy law provisions regarding data affecting non-AirPlus Corporate Cards that the user has to send to AirPlus.

(6) Because of data protection reasons, reports must not display both, the card number and cardholder together.

(7) Limitation of Liability

AirPlus receives data from third parties for inclusion in the reports and card lists. AirPlus is not liable in the event that incorrect data is transmitted by these third parties to AirPlus. AirPlus is not obliged to make subsequent improvements.

(8) Prices

Prices for the one-time allocation of AirPlus Information Manager as well as the user fee of AirPlus Information Manager (incremented based on sales) are set out in the Amendments. AirPlus reserves the right to extend the services within the AirPlus Information Manager and - in case the user wants to use those additional services - to collect an extra fee.

(9) Display of cardholder data in the card record lists

a) The company processes the card record lists further for internal purposes.

b) The company guarantees that AirPlus is authorized to transmit the data for the above purpose. It guarantees that the data are only processed or used for this purpose and that its employees have been informed of this condition.

c) The company guarantees that the data transferred will be processed or used in accordance with the applicable data protection regulations. Should the obligations set out in this agreement not be fulfilled, AirPlus may hold the company liable for any damage incurred, or take recourse against them.

(10) Beginning and end of the contract regarding use of the service AirPlus Information Manager

The contract period regarding use of the service AirPlus Information Manager will begin on the first day of the month following its activation and will run for one year ("Contract Year"). The contract will be renewed automatically for a further one year term unless it is terminated by either party with notice in writing 30 days before a month's end. If the AirPlus Information Manager is provided for use prior to the beginning of the contractual term, these Terms and Conditions will apply accordingly. Set-up fees will not be reimbursed.

Termination of a contract regarding use of the AirPlus Information Manager will affect neither the regulations regarding the use of the AirPlus Portal nor these Terms and Conditions; however, the AirPlus Portal can continue to be used without the AirPlus Information Manager.

§ 9.2 AirPlus Reports on Demand

(1) General

AirPlus Reports on Demand is a service available within the AirPlus Business Travel Portal which is assigned automatically to a Portal Administrator of a company, provided that the company is not signed up for the AirPlus Information Manager and is a holder of an AirPlus lodged account. The remaining Terms and Conditions of Business for the

AirPlus Business Travel Portal apply in addition to the conditions in this paragraph.

AirPlus Reports on Demand is a pay per use information management system that allows for travel-related costs to be viewed and evaluated online, and that can consolidate international data. It is a pure online application.

AirPlus Reports on Demand is a service provided exclusively via the AirPlus Business Travel Portal. It is not possible to access it from outside the Business Travel Portal. The entire data is stored at AirPlus.

(2) License for use

By getting the Portal activated the user is granted a license for use that can be used without limitation by the user for its own company. The license is time-limited, nonexclusive, and nontransferable. The compensation for AirPlus is on a price per unit basis as detailed in Para. 7.

(3) Administration

AirPlus will in the first instance assign the service AirPlus Reports on Demand to the Portal Administrator of a company. Subsequently, the Administrator can assign the service to other users within the same Portal company.

(4) Evaluation of the Data

The data that will be available for all evaluations is the data of the last 2 years at the most, as well as of the current year, however reports can only be generated for a period of one year maximum.

The user can archive or export reports (in Excel and/or PDF format). Reports are automatically archived online for a period of one year and then will be automatically deleted. A new report must be run after this period has expired, which is an option at any time within the data retention period. Reports archived online will also be automatically deleted in the event that the AirPlus Reports-on-Demand service is changed, replaced or terminated. The user shall create back-up copies of the purchased reports.

(5) Data Protection

(a) Because of data protection reasons, reports must not display both, the card number and cardholder together.

(b) The company processes the data for internal purposes only

(c) The company guarantees that AirPlus is authorized to transmit the data for the above purpose. It guarantees that the data is only processed or used for this purpose and that its employees have been informed of this condition.

(d) The company guarantees that the data transferred will be processed or used in accordance with the applicable data protection regulations. Should the obligations set out in this agreement not be fulfilled, AirPlus may hold the company liable for any damage incurred, or take recourse against them.

(6) Limitation of Liability

AirPlus receives data from third parties for inclusion in the service AirPlus Reports on Demand. AirPlus is not liable in the event that incorrect data is transmitted by these third parties to AirPlus. AirPlus is not obliged to make subsequent improvements.

(7) Prices and Payment

Prices for AirPlus Reports on Demand are mentioned in the service itself. Each report carries an individual price. The User is required to confirm the price and the form of payment for each report. Payment is possible via AirPlus Company Account, AirPlus Debit Account and any other form of payment, which is accepted by AirPlus from time to time. AirPlus reserves the right to change the "AirPlus Reports on Demand" service and the pricing scheme at any time.

§ 10 Provision of Software

The following conditions apply to software that AirPlus makes available to the User on its Portal page:

(1) Extent of the right of usage

AirPlus guarantees the User the simple, non-transferrable, non-exclusive right (referred to as "license" in the following) to use the software to the extent that is herein agreed upon for planning his travel. The User's right to make backup copies of the software remains unaffected in so far as this is necessary in order to secure a future legal use of the software. All copyright signs and trademarks must be included in all duplicates. In particular, the User is not permitted to do the following without the express written permission of AirPlus:

- to sell the programme, distribute it to third parties, or grant subsidiary licenses;
- to duplicate the programme so that a parallel use would become possible;
- to rent out the programme or to hand on backup copies, carry out any other kind of duplicating activities, or to install the programme in such a way that third parties can use it without having a license from AirPlus;
- to carry out maintenance activities on the programme, in particular to update it.

(2) Rights

Through this license the User receives only the right to use the programme to the extent herein agreed upon. All rights to the licensed software, in particular the rights to commercial exploitation that are associated with the copyright, remain with AirPlus.

(3) Guarantee

No guarantee is given that the use of the license does not intrude upon the protection rights or copyrights of third parties or cause damage to third parties. This does not apply to cases in which AirPlus is aware of the contrary rights of third parties or is not aware of them as a consequence of gross negligence. No such rights are known to AirPlus at present. There is no guarantee that the software is technically or commercially appropriate to the User's needs, in so far as such a guarantee has not been agreed on in writing. This applies in particular to User-specific utilisation intentions. Within the framework of the guarantee, AirPlus is obliged to correct defects of the software in a manner of its own choosing or to replace defective software in whole or in part. The guarantee expires if the User does not inform AirPlus of the defect in writing within six months after the date when the utilisation is transferred to him.

§ 11 Transfer, Charging to AirPlus Account

(1) The User does not have the right to transfer claims against AirPlus to third parties. He has the right to make charges to the account of AirPlus only to the extent that his counterclaim has been legally established or has been recognised by AirPlus.

(2) AirPlus has the right to transfer rights and obligations as established in this contract to a third company in whole or in part. The User hereby agrees to this condition.

§ 12 Deadline for Asserting Claims

Regardless of shorter legal deadlines, which shall have priority, all claims resulting from and in connection with the use of AirPlus services or of these Terms and Conditions of Business must be asserted according to legal procedures within 3 (three) months after they arise. Otherwise they are null and void.

§ 13 Concluding Conditions

(1) The Terms and Conditions of Business of AirPlus and their implementation are under the legal jurisdiction of the Federal Republic of Germany, with the exception of international private law and the regulations concerning the international jurisdiction of the German courts.

(2) The court of jurisdiction for all conflicts between the User and AirPlus in connection with the use of the Portal is Darmstadt, in so far as this is legally permissible.

(3) Translations of these Terms and Conditions of Business serve merely as reading aids. The German version alone is authoritative concerning the continued existence, the contents, and the interpretation of these Terms and Conditions of Business.

(4) Any relinquishment on the part of AirPlus of the exercise or implementation of a right or a condition of these Terms and Conditions of Business does not imply a relinquishment of this right or of the regulation in question.

(5) Alterations of the "AirPlus Business Travel Portal Contract" or the "Contract Amendments" must be made in writing. The same applies to the annulment of the clause concerning contractual alterations to be made in writing. AirPlus shall inform the User on the Portal page of alterations or additions to these Terms and Conditions of Business. Such alterations will be regarded as effectively agreed upon if the User has not objected to them in writing (including by e-mail) within 2 weeks after they have been published.

General information

Your contractual partner

Central office address: AirPlus International GmbH, Dornhofstr. 10, 63263 Neu-Isenburg

Address of the contact in charge of all questions and orders under the portal contract: AirPlus International GmbH, 63258 Neu-Isenburg, Tel: +49 (0) 61 02 204-222, Fax: +49 (0) 61 02 204-3490

Management: Oliver Wagner, Andreas Hagenbring

European VAT number: DE 811163358

Registration (of the main establishment) to the corporate registry: HRB 8119 Offenbach

Other information regarding the consumer contract

Other major information in accordance with art. 246a §1 Clause 1 of the Introductory Act to the German Civil Code (EGBGB) is included in this document, in particular at the locations indicated in bold characters on a grey background (Art. 1 Para. 1; Art. 2 Para. 5; Art. 3; Art. 6 Para. 2; Art. 8; Art. 9.1 Para. 1 Sub-para 2, Para. 8 and Para. 10; Art. 9.2 Para. 1 Sub-para 3 and Para. 7; Bullets 1, 4 and 5 of the Terms of participation for Internet access to AirPlus Corporate Card and AirPlus Private Card statements (online service), as well as Bullets 1, Para. 1 to 3, 2, 5 and 6 of the Terms of Participation for AirPlus Card Control.

Right of Revocation Instructions

Right of Revocation

You are entitled to revoke this contract within 14 days after its effective date without stating any reasons.

To assert your right to revoke this contract, please send notice by mail, fax or e-mail to AirPlus International GmbH, Dornhofstr. 10, 63263 Neu-Isenburg, Germany (phone: +49 (0) 61 02 204-222, fax: +49 (0) 61 02 204-3490, e-mail info@airplus.com) stating your decision to revoke this contract. You can use the enclosed form; using this form, however, is not mandatory. Your revocation will be timely if it is sent before the expiration of the 14-day period following the effective date of the contract.

Consequences of Revocation

In the event you revoke this contract, we will reimburse you no later than 14 days after the date we receive your notification of revocation for all payments we have received from you including delivery costs (except for any additional costs incurred for delivering the services in a manner other than the least expensive standard delivery we offer). To reimburse you for these payments, we will use the same method you used to complete the original transaction unless expressly agreed upon with you otherwise. In no case will we charge you any fees for such reimbursements.

In the event you have opted to have contracted services begin during the revocation period, you will be required to pay us for the services provided to you up until the date of your notice of revocation, on a *pro rata* basis of the total services to be provided to you pursuant to the contract.

Sample Form for Revocation

If you wish to revoke the contract, please complete this form and return it to AirPlus International GmbH, Dornhofstr. 10, 63263 Neu-Isenburg, Germany, fax: +49 (0) 61 02 204-3490, e-mail info@airplus.com.

– We/I* hereby revoke the contract concluded by us/me* regarding the purchase of the following goods/the provision of the following service*:

– Date of order/Date of receipt*

– Name of user(s)

– Address of user(s)

– Signature(s) of user(s) (only if completed in paper form)

– Date

* Please delete if not applicable

Terms of participation for Internet access to AirPlus Corporate Card and AirPlus Private Card statements (online service)²

1. Agreement

Use of the online credit card service gives the card holder (Participant) Internet access to credit card information and monthly credit card statements. Credit card statements will be available to access for a period of 12 months.

2. Access to statements and objections

AirPlus will provide the Participant with Internet access to his credit card statement 2 days after the statement cut-off date. The Participant will be informed that it is available by e-mail. The statement shall be deemed accessed as soon as it is available to the Participant on the Internet. The Participant is obliged to access his credit card statement and check it for accuracy promptly. Any objections should be raised with the Bank immediately and in writing. An objection shall be deemed to have been raised immediately if the Bank is advised within 6 weeks of the statement being available. Should the Participant fail to raise an objection in time, the statement shall be deemed approved. The Bank will draw specific attention to these consequences when the credit card statement is issued. The Participant may ask for a statement to be amended once the deadline has passed but must be able to prove that the account has been debited incorrectly or has not been credited with an amount that was due. Any rights of the bank to compensation arising from an inability to redebit a transaction due to a delay in an objection being raised remain unaffected.

3. Waiver of paper documents

Participants using the online service will not receive monthly credit card statements by post.

4. Termination of this agreement

The Participant may terminate this agreement in writing at any time without observing a notice period. The Bank will then start sending credit card statements by post at the next available opportunity.

5. Card conditions

AirPlus Corporate MasterCard and AirPlus VISA conditions, which can be found at www.airplus.com or sent on request, also apply.

Terms of Participation for AirPlus Card Control

1. Scope of services for principal cardholders of AirPlus Corporate Card

AirPlus Card Control may be used only by the principal cardholder of AirPlus Corporate Card(s). The services offered by AirPlus Card Control are available to the principal cardholder at the AirPlus Business Travel Portal, via the container „My Corporate Card“.

(1) AirPlus Card Control is an SMS- or email- notification service for the principal cardholder of the AirPlus Corporate Card. By this service, the principal cardholder can have himself informed via SMS and/ or email about transactions on the credit card account exceeding a defined amount. AirPlus Card Control may thus be a valuable tool for the swift detection and avoidance of card abuse. AirPlus points out that the respective network operator or internet provider may impose fees for the delivery of SMS and/ or emails.

(2) As a matter of principle, AirPlus causes the transmission of the short messages or emails promptly, in consideration, however, of the chosen time frame. AirPlus points out that a delay in the transmission of the messages can occur, depending on the network operator or internet provider chosen by the holder of the Corporate Card.

(3) AirPlus reserves the right to change the scope of services at any time.

2. Data security

(1) For security reasons, only the last 4 digits of the respective credit card number are transmitted with the notifications. Furthermore, neither the first name nor the surname of the credit card holders (principal cardholders) is indicated.

(2) Moreover, the wording of the SMS and/ or email is as general as possible and always indicates a telephone number of the AirPlus Service Centre as retransmission channel. The length of the message is restricted to 160 digits in case of SMS texts. Depending on the network operator of the Corporate Card Holder, either AirPlus or a telephone number attributable by the AirPlus network operator appears as the sender of the message.

3. Liability

(1) The Corporate Card Holder is responsible for ensuring that no unauthorised person has access to his SMS and/ or emails. Air Plus does not assume any liability for the security of messages received on the mobile phone or in the email box of the Corporate Card Holder.

(2) AirPlus furthermore does not assume any liability for the correctness of the information contained in the SMS and/ or emails and their proper transmission. This in particular also applies in the case that the email provider chosen by the Corporate Card Holder erroneously identifies the Card Control email as a so-called „spam email“ and cancels it automatically or upon or after notification of the Corporate Card Holder.

4. Deactivation

The Corporate Card Holder may deactivate his profile of AirPlus Card Control for Corporate Cards, to be found under www.airplus.com, in the AirPlus Business Travel Portal via the container „My Corporate Card“. The deactivation effects that the Corporate Card Holder does not receive short messages. However, it is possible to reregister at any time.

5. Receipt of messages abroad

AirPlus points out that the delivery of SMS and/or emails abroad may trigger additional fees by the respective network operator or internet provider. In order to avoid such fees, it is possible to deactivate AirPlus Card Control for the corresponding period of time without the established profile being cancelled.

6. Miscellaneous

In addition to these Terms of Participation, the use of AirPlus Card Control is subject to the General Terms and Conditions for the AirPlus Business Travel Portal, as amended, which can be inspected at www.airplus.com or will be sent upon request.

² These conditions only apply, if you have ordered the online-invoice of your AirPlus Corporate Cards separately