

iFLYflat Terms and Conditions (revised 14th June 2017)

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement unless the context otherwise indicates:

- (a) **Agreement** means the Membership or Sign-up Form and these terms and conditions.
- (b) **Award Wallet** means the points tracking subscription service used by iFLYflat to track the member's frequent flyer points. More information and terms and conditions at www.awardwallet.com
- (c) **Commencement Date** means the signing date on the Membership or Sign-up form
- (d) **FASTTRACK** means the iFLYflat FASTTRACK Structured Flights Program.
- (e) **FASTRACK Fee** means the fee payable for FASTTRACK, in the amount and in the manner specified in the Membership Form.
- (f) **iFLYflat** means iFLYflat Pty Limited (ACN 161 472 251).
- (g) **iFLYflat membership** means the service provided by iFLYflat
- (h) **Loyalty Program Points** means the points you have accrued or accrue during the Term as a result of membership of the Loyalty Program/s. This also means Reward points.
- (i) **Loyalty Program/s** means any frequent flyer, airline alliance, hotel or other loyalty program of which you are a member or become a member during the Term.
- (j) **Membership Fee** means the annual fee for membership of iFLYflat as specified in the Membership Form. The membership fee may change from time to time. If there are changes existing members will be given the opportunity to consider the new package fees.
- (k) **Membership Form** means the Member's details form completed and signed by you (online or offline)
- (l) **Proposed Travel Plans** means your proposed travel plans as notified in writing by you to iFLYflat from time to time.
- (m) **Reimbursement of ticket costs** means any costs/fees incurred to expedite and secure a reward/points booking by iFLYflat on behalf of the customer will be reimbursed to iFLYflat (eg: payment of ticket fees and taxes and recovery of credit card surcharges, unless the flat-fee stated is inclusive of taxes).
- (n) **Reward flight bookings** also means frequent flyer points bookings or Loyalty flight bookings or Award flight bookings
- (o) **Retail Airfare or Retail Flight Value** means the retail value of the same flight which iFLYflat found and provided to the client and/or booked (whether by client or by iFLYflat). The value is evidenced by a screen shot of the same flight and airline on the airline's website.
- (p) **Reward points** also means Loyalty Program points, Frequent flyer points or Credit card reward points
- (q) **Searching and booking reward flights** means searching and finding reward flight options for the member's consideration. Where reward flight options are presented to the member, and the member conducts the booking transaction themselves, this is still counted as completion of the iFLYflat service and the invoice is payable.
- (r) **Term** means period commencing on the Commencement Date.
- (s) **Website** means the website www.iflyflat.com.au.
- (t) **You and Your** means the Customer specified in the Membership Form.

1.2 Interpretation

In this agreement unless the context otherwise indicates:

- (a) headings are for convenience only and do not affect the interpretation of this agreement;
- (b) reference to the singular includes the plural and vice versa;
- (c) reference to any gender includes the other genders;
- (d) reference to a person includes a corporation and vice versa;
- (e) reference to a party includes that party's executors, administrators, successors and permitted assigns;
- (f) every obligation entered into by two or more parties binds them jointly and each of them severally;
- (g) any annexures form part of this agreement;
- (h) any document referred to in this agreement will mean that document as well as any other document in substitution for that document which has been approved in writing by the parties; and
- (i) a reference to a statute, regulation or other law includes all regulations and instruments made under such law and all amendments, re-enactments or replacements of it.

2. APPOINTMENT

By submitting the Membership Form or Sign-up Form or a Flight request to our team, you agree to:

- 2.1 appoint iFLYflat to act as your agent to manage and maximise the benefit of your Loyalty Program Points; and
- 2.2 Grant iFLYflat and its staff the authority to access your account to find and book frequent flyer redemption bookings; and
- 2.3 Authorise iFLYflat to arrange to place charges to your provided credit or charge cards for payment of reward ticket booking fees and taxes; and
- 2.4 Authorise iFLYflat to setup an account with AwardWallet to load and track your frequent flyer points balances on a live basis, you will also be invited to join the service so you can see your points balances and utilise its features; and
- 2.5 be bound by these terms and conditions.

3. THE TERM

- 3.1 Services are provided on a per person basis

4. THE SERVICES

4.1 Points Audit / Points Flight Booking Concierge

- (a) Points Audit means iFLYflat will review your major expenses and match the most suitable business reward card to assist you in maximising your acquisition of those Points suited to your travel needs – see Points Audit.
- (b) Provide a Points flight booking concierge for the quoted fee

4.2 POINTS AUDIT

- (a) As soon as practicable after the Commencement Date, and after a scheduled consultation session, iFLYflat will provide you with a points maximisation strategy ("**the Points Maximisation Strategy**").
- (b) The Points Maximisation Strategy may include recommendations to use certain credit cards for the payment of business suppliers and expenses to maximise your acquisition of Loyalty Program Points. These recommendations are given:
 - (i) solely for the purpose of assisting you to maximise your acquisition of Loyalty Program Points; and
 - (ii) without reference to your personal circumstances (financial or otherwise).
 - (iii) This report is based on the current dated benefits and listed rewards of reward points programs and airline frequent flyer programs, and the best ways to maximise them at this point in time. Changes in the future may require adjustments to the Points Maximisation Strategy which is not covered. Refresh strategies are available at a discounted price.
- (c) You acknowledge that:
 - (i) any recommendations given in the Points Maximisation Strategy do not constitute financial or credit advice (or advice for any purpose other than to assist you in maximising your acquisition of Loyalty Program Points); and
 - (ii) you are solely responsible for taking into consideration your financial position in deciding whether or not to follow such recommendations; and
 - (iii) you are aware iFLYflat is not licenced to provide specific credit recommendations, all discussions refer to the loyalty reward points benefits only; and
 - (iv) iFLYflat does not provide tax advice, points earned from business expenses and used for personal benefit may attract FBT. Please consult your tax accountant professional for relevant advice. iFLYflat is not liable for any FBT payable.

4.3 FASTTRACK (Buying points for you when you don't have enough)

- (a) By selecting FASTTRACK (where available), you authorise iFLYflat to:
 - (i) where possible, buy Loyalty Program Points on your behalf to assist you in attaining sufficient points for your Proposed Travel Plans; and
 - (ii) Once committed, the amount due is not refundable by iFLYflat.
- (b) Once you have the required number of points, iFLYflat will:
 - (i) Seek to find and book your flight/s depending on the global availability of frequent flyer seats available in accordance with your Proposed Travel Plans;
 - (ii) provide you (or the airline will provide you) with the electronic ticket or itinerary confirmation,
 - (iii) send you an invoice to cover the cost of the points
 - (f) iFLYflat reserves the right to reject your booking. In that event, iFLYflat will use its best endeavours to arrange for your accrued Loyalty Program Points to be redeposited into your account for future use.

5. RETAIL FLIGHT VALUE

- (a) This value is based on the exact flight or as close as possible and will be provided to the member after booking is concluded.
- (b) This value is based on the retail price normally available to the customer based on the country and state they normally reside.
- (c) This does not include such things as corporate pricing, wholesale, flash-deals, or private or limited offers which are not available to the general public, it does not include sale of tickets from overseas markets or points-broker tickets.
- (d) The value will be determined based on a computer screenshot capturing the price at the same time and the same route as the booking using the airline's own website.
- (e) In the event of a disagreement, the average price of the three sources will be utilised.

6. FEES AND PAYMENT

- 6.1 All payments under this Agreement must be in Australian dollars in Australia by any method approved by iFLYflat from time to time.
- 6.2 Any costs or fees incurred by iFLYflat to book a member's ticket is to be covered by the member under Reimbursement of ticket costs.
- 6.3 **Points Flight Booking fees** are quoted on the website or before the commencement of flight search.
- 6.4 Subject to clause 6.5 below, the Package Fees or the Tailored Points Strategy fees are not refundable.
- 6.5 **NO REFUNDS:**
- (a) Flights booked represents work completed, and there are no refunds for later flight cancellations.

7. GST

7.1 Definitions

The terms used in this Clause 7 are as defined in A New Tax System (Goods and Services Tax) Act 1999.

7.2 Payment of GST

Unless otherwise specified, all amounts have been calculated inclusive of GST. Services related to the arrangement of overseas flights are excluded from GST.

8. YOUR WARRANTIES

- 8.1 You warrant to iFLYflat that:
- (a) The personal details you have provided to iFLYflat in the Membership Form, including but not limited to your:
- (i) name;
 - (ii) date of birth;
 - (iii) address and other contact details,
- are full and accurate and as specified in your passport;
- (b) The details you have provided to iFLYflat in the Membership Form in respect of your Loyalty Program membership and your Loyalty Program Points are full and accurate to the best of your knowledge; and
- (c) In the event of any change to your personal details, Loyalty Program membership or Proposed Travel Plans, you will notify iFLYflat as soon as practicable.
- 8.2 You acknowledge that iFLYflat will not be liable to you for any loss or damage you suffer as a result of your breaching the warranties provided in clause 8.1 above.

9. YOUR ACKNOWLEDGEMENTS

You acknowledge that:

- 9.1 **It is your responsibility to take out your own travel insurance in respect of your flights. This is strongly recommended.**
- 9.2 You must comply with the terms and conditions imposed by any applicable Loyalty Program, which may differ from these terms and conditions and may change from time to time.
- 9.3 Any fees and charges charged by Loyalty Programs are in addition to the fees charged by iFLYflat.
- 9.4 iFLYflat has no control over:
- (a) the fees and charges charged by Loyalty Programs and/or airlines;
 - (b) the terms and conditions imposed by Loyalty Programs and/or airlines;
 - (c) the taxes and levies payable in respect of any flights;
 - (d) airline redemption point structures, including the number and availability of redemption seats; and/or
 - (e) any cancellation or delay of flights,

any of which may change from time to time without notice.

9.5 In the event of iFLYflat becoming aware of:

- (a) a Loyalty Program changing its:
 - (i) fees and charges; and/or
 - (ii) terms and conditions; or
- (b) an airline changing its:
 - (i) fees and charges;
 - (ii) terms and conditions; or
 - (iii) airline redemption point structures; and/or
- (c) any change to the taxes payable for a flight,

iFLYflat will endeavour to inform you as soon as possible and, if necessary, amend your Points Audit Strategy. However, in no circumstances will iFLYflat be liable to compensate you for any loss or damage arising from:

- (a) any change in the fees and charges charged by Loyalty Programs and/or airlines;

- (b) any change in the terms and conditions imposed by Loyalty Programs and/or airlines;
 - (c) any change in the taxes payable in respect of any flights;
 - (d) any change in airline redemption point structures, including the number and availability of redemption seats; and/or
 - (e) any cancellation or delay of flights.
 - (f) any fees incurred to resume the journey or to return home.
- 9.6 Although iFLYflat will use its best endeavours to book flights in accordance with your proposed travel plans, available frequent flyer redemption seats change constantly based on a live global system. iFLYflat cannot guarantee that seats will be available in accordance with your proposed travel plans.
- 9.7 If you wish to change any flights, iFLYflat will use its best endeavours to assist you. However, iFLYflat cannot guarantee that flight changes you require will be possible or that seats will be available for your amended proposed travel plans. Further:
- (a) changes will only be allowed in accordance with the terms and conditions of the airlines;
 - (b) changes may incur a change fee and/or cancellation fee;
 - (c) any Loyalty Program Points acquired on your behalf prior to a change will be redeposited into your account for future use (so long as permitted by the relevant airline/Loyalty Program; and
 - (d) the use of any Loyalty Program Points redeposited into your account pursuant to the preceding clause will be subject to the terms and conditions of the Loyalty Program applicable for your new booking.
- 9.8 iFLYflat has no control over flights and cannot guarantee that your flight will take place as scheduled or at all. In the event of any disruption to your flights, it is your obligation to liaise with the relevant airline, any accommodation or other service providers and/or travel insurers to make alternative arrangements or in respect of any claim for compensation.
- 9.9 iFLYflat does not sell flights and does not trade, sell, barter or broker Loyalty Program Points.

10. TERMINATION

- 10.1 Either party may terminate this Agreement upon 14 days prior written notice to the other.
- 10.2 In the event of termination:
- (a) There will be no refund of fees paid under this agreement.
 - (b) iFLYflat's authority to manage your Loyalty Program Points is revoked and iFLYflat will not acquire any further Loyalty Program Points on your behalf.
 - (c) iFLYflat will provide you with any electronic ticket, itinerary confirmation and/or link to the booking on the carrier airline's reservation website that are then in its possession.
- 10.3 Termination will be without prejudice to the rights of either party accruing prior to termination.

11. LIMITATION OF LIABILITY

- 11.1 Any representation, warranty, condition or undertaking which (but for this clause) would be implied in this Agreement by law, is excluded to the fullest extent permitted by law.
- 11.2 To the fullest extent permitted by law, iFLYflat will not be liable to you for any claim arising as a result of an act or omissions beyond iFLYflat's reasonable control (whether arising under this agreement or by tort, statute or otherwise).
- 11.3 The liability of iFLYflat for any breach of this agreement is limited, at iFLYflat's option, to:
- (a) supplying the Services again; or
 - (b) the payment of the cost of supplying the services again.

12. DISPUTE RESOLUTION

12.1 If a dispute arises out of or relates to this agreement, or the breach, termination, validity or subject matter thereof, the parties expressly agree to endeavour to settle the dispute by mediation administered by the Australian Commercial Disputes Centre ("ACDC").

12.2 The mediation shall be conducted in accordance with the ACDC Guidelines for Commercial Mediation operating at the time the dispute is referred to ACDC. The terms of the Guidelines are hereby deemed incorporated into this agreement.

12.3 In the event that the dispute has not settled within twenty-eight (28) days after appointment of the mediator, or such other period as agreed to in writing between the parties, the dispute shall be submitted to expert determination in Sydney administered by ACDC conducted in accordance with the ACDC Rules for Expert Determination operating at the time the dispute is referred to ACDC. The terms of the Rules are hereby deemed incorporated into this agreement.

12.4 The expert shall not be the same person as the mediator.

12.5 This clause shall survive termination of this agreement.

13. PRIVACY

Any personal information you provide to iFLYflat will be used only in accordance with the iFLYflat privacy policy published on the Website.

14. NOTICES

Any notice to be given by one party to the other under this Agreement must be in writing and may be given by being:

14.1 Delivered personally; or

14.2 Posted to their address specified in the Membership Form, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or

14.3 Sent by email to their email address, when it will be treated as received on that day.

15. GOVERNING LAW

15.1 This agreement is governed by the laws of New South Wales.

15.2 Each party irrevocably submits to the jurisdiction of the courts of New South Wales.

16. ASSIGNMENT

16.1 The Customer must not assign all or any of its rights under this agreement.

16.2 iFLYflat may at its discretion assign all or any of its rights under this agreement.

17. SEVERANCE

If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this agreement.

18. ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any previous agreements in respect of its subject matter.

19. VARIATION

A variation of this agreement must be in writing and signed by the parties.

20. WAIVER

No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

21. RELATIONSHIP OF THE PARTIES

The agreement is not intended to create a partnership, joint venture or relationship of principal and agent between the parties.

22. FURTHER STEPS

Each party will do all things and execute all further documents necessary to give full effect to this agreement.

23. SURVIVAL

23.1 The terms of this agreement survive its termination to the extent permitted by law.

23.2 This agreement shall be binding upon the heirs, executors, administrators and successors in title of the parties.