

## **Air Canada Universal Air Travel Plan Subscriber Agreement (the “Agreement”)**

This Agreement provides the general terms and conditions for the provision by Multi Service Technology Solutions, Inc. (“**MSTS**”) of purchasing and related services (including credit, billing and support services) (the “**Services**”) to corporate customers to facilitate their purchase of airline tickets and related goods and services from Air Canada (“**AC**”) (AC being a UATP merchant under the Universal Air Travel Plan (“**UATP**”)) and other UATP merchants under the Air Canada UATP Program (the “**AC UATP Program**”). This Agreement shall constitute a binding agreement between MSTS and the party executing the “**Subscriber Application**” executed herewith and to which this Agreement shall be attached (so long as MSTS has approved such Application) (“**Subscriber**”) and shall govern all matters relating to the provision by MSTS of the Services to Subscriber.

### **1) Issuance of Credit**

The account numbers (which may or may not be evidenced by a physical card issued by AC) (“**Account(s)**”) shall be issued by, and credit shall be extended by, MSTS, P.O. Box 10922, Shawnee Mission, KS 66225.

### **2) Subscriber Data**

a) Subscriber authorizes MSTS and its employees, attorneys, and permitted agents, successors and assigns to obtain, from any person, source or entity (including, banks, financial institutions, and credit agencies) any and all information (including personal and confidential) concerning Subscriber and its guarantor (if applicable), including, credit history and status, deposits and balances with financial institutions, sources of income, assets, mortgage, financing and/or rental records and insurance coverage (collectively “**Subscriber Data**”). Subscriber authorizes those sources to give MSTS Subscriber Data. In addition, Subscriber may be requested to provide additional Subscriber Data including information, authorizations and disclosures, other formal documentation, and meet other conditions, as may be necessary to satisfy credit assessments, money laundering or fraud detection requirements and to review and verify Subscriber’s creditworthiness and/or establish credit and hold limits. Subscriber acknowledges agrees that, MSTS shall collect, use and disclose Subscriber Data for, among other things, the purposes of: (i) identifying Subscriber; (ii) analyzing Subscriber’s financial needs and activities to help MSTS serve Subscriber; (iii) understanding Subscriber’s financial needs; (iv) protecting both parties from fraud and error; and (v) complying with legal and regulatory requirements. Subscriber Data may be collected from Subscriber and from sources outside Subscriber’s organization, including from: (i) government agencies, registries, law enforcement authorities and public records; (ii) credit reporting agencies; (iii) financial institutions; and (iv) other service providers, agents and other organizations, including those from whom Subscriber has provided references. Without prejudice to any other provisions for termination contained in this Agreement, all amounts due and owing by Subscriber to MSTS shall become due and payable immediately if MSTS discovers that any information provided by Subscriber to MSTS is inaccurate in any material respect. In addition, Subscriber agrees that MSTS may transfer any and all Subscriber Data in MSTS’ possession to UATP and/or AC, who will treat such information in accordance with their privacy policies and as set out below.

b) Subscriber acknowledges agrees that, for the purposes of this Agreement, MSTS shall collect, use and disclose Subscriber Data in compliance with MSTS’s Privacy Policy located at <http://www.multiservice.com/footer/privacy-policy.html>. MSTS will limit the collection and use of Subscriber Data to what it requires in order to serve Subscriber as its customer. Subscriber Data is processed by MSTS in the United States where MSTS’s servers are located. MSTS represents and warrants that its Privacy Policy, to the extent applicable, is in compliance with the Personal Information Protection and Electronic Documents Act (Canada) and that MSTS shall store and use Subscriber Data in accordance with its Privacy Policy. Further details about this Privacy Policy, is available at the website set out herein. Subscriber acknowledges that MSTS may amend its Privacy Policy from time to time to reflect changes in legislation and/or other issues that may arise. MSTS will post the revised provisions of the Privacy Policy on said website. Subscriber hereby authorizes and agrees to be bound by any such amendments. If Subscriber wishes to opt-out or withdraw its consent at any time, it may do so by contacting MSTS at: 1-800-221-9033. The Privacy Policy further details Subscriber’s opt-out choices.

### **3) Disclosure of Subscriber Data**

MSTS may disclose Subscriber Data only as follows: (i) with Subscriber’s consent; (ii) in response to a court order, search warrant or other court-ordered demand or request, which MSTS believes to be valid; (iii) to meet requests for information from regulators, (iv) to satisfy legal and regulatory requirements

applicable to MSTs; (v) to any additional cardholder for whom Subscriber requests an additional Account; (vi) to help MSTs collect a debt or enforce an obligation owed to MSTs by Subscriber; (vii) where permitted by law; (viii) to UATP and/or AC and/or (ix) to any affiliate of MSTs. Provided that any such disclosure shall be conditioned upon the recipients being subject to the Subscriber Data and Disclosure obligations as set out herein.

#### 4) Credit Limit

A credit limit will be assigned by MSTs to each Subscriber. This limit includes all unpaid purchases, whether billed or unbilled. If Subscriber finds its credit limit to be inadequate, Subscriber shall notify MSTs at 1-800-221-9033 and request a change to its credit limit. MSTs can raise or lower the credit limit at its sole discretion, without notification to Subscriber (including individual Account limits). Subscriber will be able to access this information on the website set out herein. Moreover, MSTs reserves the right, in its sole discretion, to suspend charging privileges or to close Subscriber's Account.

#### 5) Payment/Late Fees

a) Subscriber shall make payments to MSTs or MSTs' designated agent as frequently as may be necessary to keep the Account balance within the credit limit and within payment terms. If Subscriber's bank or Subscriber for any reason should fail to timely pay any amount due MSTs, Subscriber understands and agrees that MSTs may draw against any letter of credit or other security held by MSTs on behalf of Subscriber. If Subscriber's bank should fail to honor payment to MSTs or Subscriber's account becomes delinquent, MSTs may require immediate and full payment of all outstanding amounts, as well as the return of Subscriber's cards to AC and immediate discontinuation of use of Accounts. In the event that a payment made to MSTs or MSTs' designated agent is returned by Subscriber's bank, MSTs reserves the right to charge a returned payment fee to Subscriber's Account in the amount of \$25.00 USD or the maximum amount permitted by applicable law, if less. Subscriber may pay its billing statement ("**Statement(s)**") by check, wire, or Electronic Funds Transfer ("**EFT**"), either by authorizing MSTs to automatically deduct funds from its designated bank account, through a Preauthorized Debit Agreement between the parties or by submitting funds to MSTs via a Subscriber-initiated EFT Agreement. Subscriber shall notify MSTs if the convenience of paying by EFT is preferred.

##### i) ACGlobe Subscribers

(1) Statements will be generated on the 1<sup>st</sup> day of every month and must be paid in full within 10 calendar days of the billing date.

##### ii) ACGlobe Plus Subscribers

(1) Statements will be generated on a bi-weekly (1<sup>st</sup> & 16<sup>th</sup>) basis and must be paid in full within 5 calendar days of the billing date.

b) Statements that have a remaining balance after the due date are considered past due. Past due Accounts may be assessed late fees at a monthly rate of 1.5% of the transaction value per month on all outstanding transactions up to the maximum permitted under applicable law. Late fees can change at MSTs' sole discretion with written notice to Subscriber. Subscriber is liable for all late fees assessed to the Account and must pay these late fees to keep its Account in good standing.

c) MSTs may offset any amounts owed by MSTs to Subscriber against any claims MSTs has against Subscriber. Subscriber is and shall be liable to MSTs for all costs and expenses incurred by MSTs in collection and enforcing its rights hereunder, including but not limited to, late fees and reasonable attorneys' fees, if any, incurred by MSTs to collect all amounts due on Subscriber's Account.

a) Where it is necessary to convert the value of any ticket, late fee, or other service purchased, the applicable rate of exchange that will be used will be identified on <http://www.reuters.com/finance/currencies>.

#### 6) Liability

Subscriber shall be liable for all amounts charged to Subscriber including without limitation, all purchases, charges, taxes, late fees, and other charges or amounts due and owing to MSTs by Subscriber.

## 7) Disputes

Subscriber shall have sixty (60) days from the statement date to dispute charges. All disputes must be received by MSTS in writing from Subscriber within such sixty (60)-day period. If an Account transaction is not disputed within sixty (60) days from the statement date, Subscriber will be deemed to have accepted all charges related to the transaction.

## 8) Use of Account

- a) An Account is for commercial use only and is not a ticket for travel. When presented by Subscriber, or, if accompanied by a receipt signed by Subscriber, or by his/her duly authorized agent, in the form prescribed by AC, at any ticket office of AC, or of any agent authorized by AC, or to any other UATP merchant, that honor such Accounts, will be honored in lieu of cash for the purchase of tickets for air transportation and the related services listed below (including all applicable tariff and other charges and taxes, and such other services as AC may determine from time to time):
  - i. Surface transportation on common carriers with which the selling UATP merchant has, or knows that the last connecting airline has, an interline agreement or similar arrangements whereby such airline's paper is accepted, when sold in conjunction with air passenger transportation.
  - ii. Land arrangements and accommodations for tours involving air passenger transportation offered by tour operators known to the selling airline and having an arrangement with any airline participating in the tour.
  - iii. Transportation by air of private passenger automobiles in conjunction with air passenger transportation, where the carrier holds out to the public that it offers air car ferry services.
- b) An Account may be used to purchase tickets for air transportation for AC and/or for air transportation of any other UATP merchant; and AC may, at its election, honor an Account for the purchase of tickets for air transportation with other air carriers who are not parties to the UATP Program.
- c) Subscriber shall appoint an employee to manage and ensure Subscriber's compliance with this Agreement (the "**Subscriber Account Contact**"). The MSTS Subscriber Service Support Call Centre shall assist the Subscriber Account Contact with general account requests via mail, fax and email:

## 9) Ownership of Accounts

- a) Accounts are not transferable. Subscriber will be responsible for all charges incurred through the use of Accounts issued hereunder. If an Account has been lost, stolen, or destroyed, or unauthorized charges have appeared on a Statement, Subscriber will notify MSTS immediately via telephone at 1-800-221-9033, fax 1-913-217-9379, or e-mail to [ACGlobeSupport@ACGlobe.com](mailto:ACGlobeSupport@ACGlobe.com), followed up in writing to the address indicated in Section 20 herein. Upon receipt of such notice, MSTS will suspend and/or close the Account and will take commercially reasonable steps to prevent the honoring thereof. If the Account is honored prior to the receipt of such notice, Subscriber will be responsible for all charges incurred through the use of the Account.
- b) Subscriber shall be responsible for all unauthorized usage prior to notification provided in accordance with this Section 9, except for unauthorized usage related to Accounts that have been compromised, stolen or otherwise misappropriated due to the gross negligence on the part of MSTS.
- c) All requested changes to the Account must be made in writing on official letterhead or in an e-mail or through the program website from the Subscriber Account Contact.
- d) MSTS may revoke the right to use any Account at any time, without cause and without notice. MSTS may notify UATP merchants not to accept a revoked Account.
- e) Subscriber agrees to return to MSTS any revoked or expired card.

## 10) Representations and Warranties

Subscriber represents and warrants the truth, completeness and accuracy of the following in connection with this Agreement:

- a) The financial information and all other information provided to MSTS;
- b) This Agreement is valid, binding and enforceable against Subscriber;
- c) The execution of this Agreement and the performance of its obligations hereunder are within Subscriber's power, have been authorized by all necessary action and do not constitute a breach of any agreement of Subscriber with any third party;

- d) Subscriber has and will continue to comply with all applicable Provincial, State and Federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the use of the Account;
- e) The execution of this Agreement and the performance of its obligations hereunder shall not cause a breach by it of any duty arising in law or equity;
- f) Subscriber possesses the financial capacity to perform all of its obligations hereunder; and
- g) The extension of credit by MSTs to Subscriber shall be used solely to carry on a business or commercial enterprise and shall not be used for individual, personal, family or household use.

**11) Limitations of Warranties**

MSTs will be liable only for its own acts and omissions, and will not be responsible for the acts or omissions of any other person, individual or company. MSTs is not a seller of merchandise or services, other than the furnishing of credit and billing services under the AC UATP Program. MSTs HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY GOODS OR SERVICES PURCHASED USING ACCOUNTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

**12) Indemnification and Limitation of Liability**

Subscriber shall indemnify and hold MSTs harmless against all losses, damages, costs, expenses and liability which may result from any negligent or wrongful act or omission of Subscriber, its directors, officers, agents, employees and subcontractors. IN NO EVENT SHALL MSTs OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.

SUBSCRIBER WILL NOT HOLD AC RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY CONSEQUENTIAL, SPECIAL, INDIRECT AND/OR PUNITIVE DAMAGES FOR ANY REASON WHATSOEVER, INCLUDING WITHOUT LIMITATION; (I) FOR ANY FAILURE, ERROR, MALFUNCTION, OR INACCESSIBILITY OF ANY ACCOUNT AND/OR CARD; AND/OR (II) IF FOR ANY REASON AN ACCOUNT AND/OR CARD IS NOT ACCEPTED BY A MERCHANT.

**13) Term and Termination**

This Agreement will continue in effect until terminated by either Party immediately upon written notice to the other at the mailing or e-mail address set forth in Section 20 below. Any Account issued hereunder shall be deactivated upon such termination. Proof of mailing of any notice required or permitted hereunder will be prima facie evidence that such notice was given to the other Party. Upon termination, all outstanding cards issued by AC in connection with the Accounts will be surrendered to MSTs at the address indicated in Section 20 below. If there are any unpaid charges to Subscriber's Account, Subscriber agrees to remit the amount of such charges, in full, no later than the 26th calendar day after the Statement period end date.

**14) Amendment to Agreement**

This Agreement may be amended from time to time by MSTs at any time and shall notify Subscriber in writing of any changes and the effective date of such changes (which shall not be less than 15 days after the date on which such notice is issued by MSTs). After receipt of such notice, Subscriber's continued possession or use of any Account shall constitute Subscriber's acceptance of the changed terms and conditions. If Subscriber does not accept the changes, Subscriber can close its Account by notifying MSTs at the following telephone number: 1-800-221-9033, any time before the changes come into effect, provided that outstanding and pending charges are paid in full.

**15) Waiver and Amendment**

Failure by MSTs to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, and signed by MSTs. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

**16) Assignment**

MSTs may assign this Agreement and any and all rights and obligations hereunder without prior notice to Subscriber. Subscriber may not assign or transfer this Agreement or any rights or obligations hereunder, by merger, or law, or otherwise, without the prior written consent of MSTs.

**17) Subject to Law, Tariffs and Conditions of Carriage**

This Agreement and any ticket for travel purchased through an Account will be subject to all applicable laws and tariffs, to the rules and regulations and general conditions of carriage of AC or any other UATP merchant, as applicable, and to the applicable rules, regulations, demands, and orders of any governmental authority having jurisdiction with respect to the subject matter. Nothing in this Agreement is intended to modify AC's ticketing and booking policies or Contract of Carriage.

**18) Choice of Law; Jurisdiction; Venue/Waiver of Immunity/Trial by Jury**

This Agreement and any transaction relating thereto shall be governed by and construed in accordance with the laws of the State of New York, United States of America. In any action or proceeding arising out of or relating to these Terms and Conditions (each an "Action"), each of the parties hereby irrevocably submits to the non-exclusive jurisdiction of any Federal or State court sitting in New York, New York and further agrees that any Action may be heard and determined in such New York Federal or State court. Each Party hereby irrevocably waives the defense of an inconvenient forum to the maintenance of any Action in New York, New York. To the fullest extent permitted by applicable law, Subscriber expressly and irrevocably waives, and agrees not to assert, a defense of immunity on the grounds of sovereign immunity or other similar grounds in any Action or proceeding which may be commenced or asserted by MSTs against Subscriber or Subscriber's revenues and/or assets, whether in whole or in part or otherwise, which status would otherwise entitle Subscriber to assert such a defense in any claim against it from: (a) suit; (b) jurisdiction of any court; (c) relief by way of injunction, order for specific performance or for recovery of property; (d) attachment of Subscriber's revenues and/or assets (whether before or after judgment); and (e) execution or enforcement of any judgment to which Subscriber or Subscriber's revenues and/or assets might otherwise be subject in any proceedings in the courts of any jurisdiction. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF THIS AGREEMENT.**

No action shall be brought against MSTs by Subscriber arising out of any transactions charged to any Account, as applicable, in accordance with this Agreement more than two (2) years from the date therefrom or, if less, such period of time set forth by the laws of the State of New York.

**19) Language**

The parties hereto confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, be drawn up in the English language only. *Les parties aux présentes confirment leur volonté, que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.*

**20) Correspondence**

All written correspondence pertaining to Subscriber's Account shall be sent to the following address via certified or registered mail, overnight courier:

Multi Service Technology Solutions, Inc.  
8650 College Boulevard  
Overland Park, KS 66210  
ATTN: Air Canada ACGlobe Program

E-mail: [ACGlobeSupport@ACGlobe.com](mailto:ACGlobeSupport@ACGlobe.com)

**21) Subscriber Application**

The Subscriber Application executed herewith and to which this agreement is attached, constitutes an integral part of this Subscriber Agreement.

**22) Binding Effect and Effective Date**

Subscriber hereby acknowledges, having read, understood and agreed to all of the terms and conditions of this Agreement and the Subscriber Application. Upon approval of the Application, Subscriber agree to be bound by the terms and Conditions of this Subscriber Agreement and the Subscriber Application, including the collection, disclosure and use of Subscriber Data. This Agreement is binding on Subscriber's successors and if the Subscriber Application has been accepted by MSTs, will be effective on the date on which Subscriber executes the Subscriber Application.

## **ACGlobePlus Purchase Rebate Gift Card and eGift Card Program Terms and Conditions**

Hereinafter, the "Air Canada Gift Card" (or "Gift Cards") and "eGift Cards" holder or purchaser shall be referred to as "You", "Your" or "Customer".

### **1. Program Rewards**

ACGlobePlus Card holders will earn:

- 1.5% awarded in the form of a Gift Card or an "eGift Card" on all AC operated/ticketed and flown flights.
- 1.0% awarded in the form of a Gift Card or eGift Card on other airline ticketed and flown flights.

Gift Cards and eGift Cards will be awarded on Your statement cycle on a quarterly basis (January-March; April-June; July-September and October-December) and the value placed on the Gift Card or eGift Card will be derived from the previous quarter's transaction activity.

You will receive a first time use special offer of a \$250 CAD Air Canada Gift Card or eGift Card with Your first Air Canada ticket purchase over \$500 CAD charged to the ACGlobePlus Card. The one-time \$250 CAD Gift Card or eGift Card will be issued on the month following the reconciliation of your ticketed and flown journey.

### **2. Activation**

Gift Cards and eGift Cards have no value until activated. Gift Cards and eGift Cards are activated 48 hours following the completion of payment and acceptance of the purchase by Air Canada. Once payment has been accepted, eGift Cards will be delivered to You via secured email and Gift Cards will be delivered to You via Xpresspost (Canadian deliveries) or Express mail (US deliveries). Payment is considered complete once the payment processing method and fraud prevention procedures are finalized.

### **3. Fraud**

Gift Cards and eGift Cards cannot be resold. Any unlawful resale or attempted resale is grounds for seizure and cancellation of the Gift Card or eGift Card without compensation.

Air Canada is not responsible for Gift Cards or eGift Cards that are undeliverable or not received due to inaccurate delivery information, including but not limited to incorrect or inexistent physical or e-mail addresses. In order to ensure that delivery information has been entered accurately, we recommend that Customers check all details prior to finalizing their purchase.

Air Canada reserves the right to refuse, suspend, hold for review or cancel any Gift Card or eGift Card order for which fraud is suspected, for Gift Cards or eGift Cards mistakenly issued in an incorrect denomination, or for any other violation of these Terms and Conditions.

Air Canada reserves the right to deactivate or reject any Gift Card or eGift Card issued or procured, directly or indirectly, in connection with fraudulent actions.

### **4. Transferability:**

Gift Cards and eGift Cards are fully transferable.

### **5. Redemption:**

Gift Cards can be redeemed at [aircanada.com](http://aircanada.com), at airport locations in Canada and the U.S. via the Air Canada Canadian or U.S. Call Centers, or through a travel agent if the booking is made at [aircanada.com/agents](http://aircanada.com/agents).

eGift Cards can be redeemed at [aircanada.com](http://aircanada.com), via the Air Canada Canadian or U.S. Call Centers or through a travel agent if the booking is made at [aircanada.com/agents](http://aircanada.com/agents). However, it cannot be redeemed at airport locations.

Gift Cards and eGift Cards will not be accepted as a payment method for bookings made via a mobile device or for the payment of self-serve check-in options online, via a mobile device or at an airport kiosk.

Gift Cards and eGift Cards are only redeemable at Air Canada in Canada and the U.S. toward the purchase of air travel offered by Air Canada and operated by Air Canada, Air Canada rouge and Air Canada Express carriers: currently, Air Georgian, Sky Regional, Exploits Valley Air Services and Jazz Aviation LP (collectively "**Air Canada Airlines**"). They may also be used to purchase of ancillary services offered by Air Canada in conjunction with any Air Canada Airline. Gift Cards and eGift Cards may be redeemed by You for the following air travel and ancillary services offered by Air Canada Airlines: air transportation costs, change fees, upgrades, additional checked baggage fees, pet handling fees, unaccompanied minor fees, applicable taxes, and any other similar fees that apply to the purchase of air travel.

Gift Cards and eGift Cards cannot be used for payment of air travel that does not include any Air Canada Airline and is only provided by other airlines, or for the payment of a ticket which is part of a group booking. Gift Cards and eGift Cards are not redeemable toward the purchase of Air Canada Flight Passes, Air Canada Vacations products and services, Air Canada Cargo products and services, Air Canada Maple Leaf Lounge Club membership fees, or for the purchase of any third party products/services such as eBoutique, duty-free, Air Canada Café (e.g. food and beverages), hotel bookings, car rentals and travel insurance.

If the price of the ticket is inferior to the value of the Gift Card or eGift Card, the remaining value of the Gift Card or eGift Card is retained until the stored value reaches a zero balance. Once the Gift Card or eGift Card reaches a zero balance, it is deactivated and no further usage will be permitted. If the cost of the ticket being purchased is greater than the value of the Gift Card or eGift Card, the stored value will be depleted to zero value and the difference must be paid with another Gift Card, eGift Card or other accepted form of payment. A maximum of two forms of payment is permitted on a single booking.

In the case of bookings for multiple passengers using multiple forms of payment, of which at least one is a Gift Card or eGift Card, it is recommended that a separate booking be made for each passenger using a Gift Card or eGift Card as a form of payment.

Gift Cards and eGift Cards will not be accepted if the number is invalid, has not been activated, has been deactivated, is declined or cannot be found within the system.

In the event that a ticket or service purchased (in part or in full) using a Gift Card or eGift Card is being refunded, the value or the unused portion thereof (based on the terms and conditions of the fare being refunded) that was originally paid for by using a Gift Card or eGift Card, will be refunded to the original Card number. Customers must retain their original Gift Card or eGift Card until the stored value reaches zero and all travel for which the Gift Card or eGift Card has been used as a form of payment has been completed.

## **6. Lost, stolen, damaged or destroyed Cards**

### Treat Your Gift Card and eGift Card like cash

Air Canada is not responsible for any stored value balance on a Gift Card or eGift Card or if the Gift Card or eGift Card is lost, stolen, damaged, destroyed or used without authorization. If it is lost, stolen, damaged, destroyed or used without authorization, the value will not be refunded.

Airport locations are not authorized to deactivate or replace lost, stolen, damaged or destroyed Cards. Any replacement must be handled online at <http://www.aircanada.com/en/giftcard/>. Replacement of lost, stolen, damaged or destroyed Cards may occur only if Customer is able to provide proof of purchase. Proof of purchase must include the unique eGift Card number or the Gift Card number which is located on the back of the Gift Card.

Once the request for replacement has been verified and deemed valid, the value that is stored on the lost, stolen, damaged or destroyed Card, at the time the replacement request is made, will be reissued on a new replacement Gift Card or eGift Card for a fee of \$25 Canadian dollars and the original Gift Card or eGift Card will be deactivated. Once a Gift Card or eGift Card is deactivated, it cannot be reactivated.

Air Canada reserves the right to reject any claim for replacement of a Gift Card or eGift Card where there is a suspicion of fraud or dishonesty (e.g. stolen or altered card, or false request for replacement).

## **7. General**

Gift Cards and eGift Cards are not credit or debit cards and are awarded without any warranties.

Please review the Customer Frequently Asked Questions (FAQs) at <http://www.aircanada.com/en/giftcard/faq.html>.

The stored value loaded on a Gift Card or eGift Card does not expire.

You hereby agree that the laws of the province of Ontario (Canada), without regard to the principles of conflict of law, will govern the interpretation of these Terms and Conditions and any and all use of Gift Cards and eGift Cards

Any dispute relating in any way to these Terms and Conditions and to a Gift Card or eGift Card shall be adjudicated in the province of Ontario (Canada), and You hereby agree to the exclusive jurisdiction and venue of such courts.

Air Canada reserves the right, and You hereby acknowledge and agree, that Air Canada may at any time change these Terms and Conditions and/or subcontract with a third party to administer Air Canada's Gift Card and eGift Card program.