Agency Access Portal Terms of Use – PeakJet

Introduction

1. SCOPE AND CONTRACT DOCUMENTS

1.1 What these Terms cover

These terms of use (the "**Portal Terms**") govern access to and use of the PeakJet Agency Access Portal (the "**Portal**") and the intermediation and booking of PeakJet flights by travel agencies, travel advisors and other commercial distribution partners (each the "**Agency**"). The Portal is operated by PEAK Plus AG, Blegistrasse 1, 6343 Rotkreuz, Switzerland ("**PeakJet**").

1.2 Contract documents and order of precedence

The cooperation between PeakJet and the Agency is governed by the following documents which, in case of conflict, apply in this order:

(a) the individually signed Cooperation Agreement including Schedule 1 (Commercial Terms) (the "**Cooperation Agreement**");

(b) these Portal Terms;

(c) for each individual booking: PeakJet's General Terms and Conditions for customers as amended from time to time (the "**Customer T&Cs**"), the fare rules and the conditions of carriage of the operating carrier (the "**Conditions of Carriage**").

The Cooperation Agreement contains only the variable, individually agreed elements (in particular tier, commission, settlement model and payment terms). All other rules of the cooperation follow from these Portal Terms.

1.3 Acceptance

By registering, signing in to the Portal for the first time or making the first booking on behalf of the Agency, the acting person confirms that they are authorised to bind the Agency and that the Agency has read, understood and unconditionally accepted these Portal Terms. The Agency ensures that all of its Users know and comply with these Portal Terms.

1.4 Amendments

PeakJet may amend these Portal Terms at any time. Amendments are notified to the Agency at least 30 days before they take effect, in the Portal and by e-mail to the Agency Administrator. Continued use of the Portal after the effective date constitutes acceptance. If amendments materially worsen the Agency's position, the Agency may terminate the Cooperation Agreement with immediate effect up to the effective date.

2. DEFINITIONS

(a) "**Agency Administrator**": the person designated by the Agency who manages the Agency's Users and company data in the Portal.

(b) "**User**": any natural person to whom the Agency grants personal access to the Portal (roles: Agency Administrator, Manager, Agent).

(c) "**Booking Platform**": the booking system operated by PeakJet through which flights are searched, booked and managed; the Portal links to the Booking Platform.

(d) "**Customer**": the person or company for whom the Agency makes a booking; "**Passenger**": any person carried under a booking.

(e) "**Tier**": the partner level assigned to the Agency under Schedule 1 of the Cooperation Agreement, which determines the commission and further conditions.

(f) "**Net Revenue**": the fare actually flown by Passengers and not refunded, excluding taxes, fees, charges, animal charges and optional ancillaries, unless Schedule 1 provides otherwise.

Part A – Access and Account

3. ELIGIBILITY AND REGISTRATION

(a) The Portal is open exclusively to commercial distribution partners. The Agency applies for access via the registration form and provides complete, accurate and current information on company, legal form, commercial register or trade licence evidence, business focus, memberships and contact persons.

(b) PeakJet reviews the application and decides at its sole discretion on admission, Tier assignment and activation. There is no entitlement to admission. PeakJet may request evidence (e.g. commercial register extract, proof of professional liability insurance, beneficial-owner information).

(c) Admission becomes effective upon signature of the Cooperation Agreement and activation of the Agency Administrator. Until activation the application is "under review"; commissionable bookings are only possible after activation.

(d) The Agency notifies PeakJet without delay via the Portal of changes to its details (in particular company name, address, legal form, ownership, insolvency).

4. USERS AND ROLES

(a) The Agency Administrator creates Users, assigns them a role (Agency Administrator, Manager or Agent) and removes them. Each access is personal, issued to one natural person with their own business e-mail address, and may not be shared or transferred.

(b) The Agency is responsible for all actions taken through its Users' accesses, including bookings, changes, cancellations, document uploads and messages to PeakJet.

(c) If a User leaves the Agency or changes function, the Agency deactivates the access no later than the following business day. PeakJet may deactivate Users at its discretion, in particular on suspicion of misuse or after inactivity of more than 12 months.

(d) PeakJet may treat declarations of Users as declarations of the Agency until it has been notified of the deactivation.

5. SIGN-IN AND ACCOUNT SECURITY

(a) Sign-in is passwordless via a one-time code sent to the User's registered business e-mail address. The Agency ensures that these mailboxes are adequately protected (in particular two-factor authentication at the e-mail provider, no shared mailboxes, no automatic forwarding to third parties).

(b) One-time codes and sign-in links may not be passed on. The Agency informs PeakJet without delay at security@peakjet.com if an access or mailbox may have been compromised.

(c) PeakJet may block accesses without prior notice on suspicion of a security issue and may introduce additional security measures (e.g. device binding, IP restrictions, mandatory re-verification).

6. PERMITTED USE

The Portal may be used exclusively for intermediating and managing PeakJet bookings for the Agency's Customers. The following in particular is prohibited:

(a) false or misleading information at any stage of registration, booking or communication;

(b) automated access (bots, scrapers, scripts), circumventing security or access restrictions and testing for vulnerabilities without PeakJet's prior written consent;

(c) copying, reselling or making available Portal content, prices or availability to third parties, other than in advising the Agency's own Customers;

(d) speculative, test or blocking bookings without a specific Customer order, and bookings for persons who are not Customers of the Agency;

(e) uploading documents or data not required for the specific booking, or malicious software.

7. AVAILABILITY AND DEVELOPMENT OF THE PORTAL

(a) PeakJet endeavours to keep the Portal available at all times but does not guarantee uninterrupted access. Maintenance, technical problems or circumstances beyond PeakJet's control (including outages of third parties such as hosting or payment providers) may lead to temporary unavailability. Planned maintenance is announced in advance where possible.

(b) PeakJet may change, extend or discontinue Portal features at any time. The Agency has no entitlement to specific features. Bookings remain possible in any event through the channels designated by PeakJet (Booking Platform or Support).

(c) Figures shown in the Portal (revenue, bookings, Tier progress) are for information; the statements under clause 12 are authoritative.

Part B – Intermediation and Bookings

8. ROLE OF THE AGENCY

(a) The Agency acts as an independent business. These Portal Terms create no employment, partnership or franchise relationship and no exclusivity unless Schedule 1 provides otherwise.

(b) The Agency is not authorised to legally bind PeakJet or the operator or to make commitments beyond the Customer T&Cs, the fare rules and the information published in the Portal or on peakjet.com. The Agency alone is liable for its own commitments, advice and additional services to its Customers.

(c) The Agency informs its Customers that PeakJet is an intermediation platform and that flights are operated by licensed operators whose Conditions of Carriage apply.

9. BOOKINGS

9.1 Booking channel and applicable terms

Bookings, changes and cancellations are made via the Booking Platform using the account assigned to the Agency or – where the Portal so provides – via PeakJet Support. Each booking is subject to the Customer T&Cs, the fare rules of the selected fare class and the Conditions of Carriage. Bookings involving dogs or cats, assistance animals or special assistance needs must be notified to PeakJet Support before the booking request is submitted.

9.2 Passenger's contracting party

The contract of carriage is concluded between the Customer or Passenger and the operating carrier (the operator). PeakJet acts as intermediation platform. The Agency acts as intermediary in the name and on behalf of the Customer. It warrants that it is authorised by the Customer to make the booking, that it has made the Customer T&Cs, the fare rules and the Conditions of Carriage available to the Customer before booking and that the Customer has accepted them.

9.3 Accuracy of information

The Agency is responsible for all booking data being complete and accurate, in particular names as shown in the travel document, dates of birth, contact details and – where required – passport data and nationality of all Passengers. Correction of errors is subject to the booked fare class and may incur fees. The Agency checks booking confirmations and itineraries immediately upon receipt and reports discrepancies at once.

9.4 Duty to inform and advise

Before booking and before departure the Agency passes on to its Customers and Passengers all material information, in particular: fare rules (changes, cancellation, refund, no-show), baggage rules, travel documents (passport mandatory; visas and travel authorisations are the Passenger's responsibility), reporting times at the General Aviation Terminal, the operating carrier, and all travel notifications and schedule changes sent by PeakJet. The Agency ensures that PeakJet's notifications reach its Customers without delay.

9.5 Passenger contact details

PeakJet may contact Passengers directly for travel-related notifications (e.g. schedule changes, document reminders, safety notices) where the Agency has provided their contact details or where

contact is operationally necessary. The Agency obtains the necessary consents or provides the necessary information for this. PeakJet does not use these data for marketing to the Agency's Customers unless the Customer has consented to PeakJet directly.

9.6 Sanctions and anti-money-laundering checks

The Agency confirms that it identifies its Customers within the scope of its own legal obligations. PeakJet and the operator may screen Passenger data against sanctions lists in accordance with applicable law and may refuse or cancel bookings where legally required. The Agency supports PeakJet with queries without delay.

10. CHANGES, CANCELLATIONS, REFUNDS

(a) Changes and cancellations are governed exclusively by the booked fare class. A no-show results in forfeiture of the fare. Changes are based on an equal or higher fare; no refund of the difference is made where the new fare is lower.

(b) Refunds are made to the party that made the payment to PeakJet (under the invoice model to the Agency, under direct payment to the Customer). The Agency is responsible for passing refunds on to its Customer.

(c) Flight cancellations, delays and passenger rights are governed by the Customer T&Cs (in particular clause 14.3) and the Conditions of Carriage. The Agency submits its Customers' claims in bundled form through the channels named in the Portal.

11. PRICES, COMMISSION AND TIER MODEL

11.1 Prices

The prices, taxes, fees and charges shown on the Booking Platform at the time of booking apply. The Agency may charge its Customers its own advisory or service fees but must identify them as such and may not present them as part of the PeakJet price. Discounted fares, promotion codes or corporate conditions may only be used for the intended customer group.

11.2 Commission

(a) The Agency receives a commission on intermediated bookings at the rate set for its Tier in Schedule 1 of the Cooperation Agreement. The basis of assessment is Net Revenue as determined by PeakJet.

(b) The commission entitlement arises when the flight has been operated. If a booking is cancelled, refunded, reversed by chargeback or not paid, the commission lapses or is reduced accordingly; commission already paid out or set off is reclaimed or offset against the next statement.

(c) No commission is due on taxes, fees, charges, animal charges, ancillaries and service fees unless Schedule 1 provides otherwise, nor on bookings made in breach of these Portal Terms.

(d) Unless Schedule 1 provides otherwise, commissions are exclusive of VAT.

11.3 Tier model

(a) PeakJet operates a Tier model with several Tiers. The criteria for each Tier (in particular Net Revenue of the last 12 months), the associated commission rates and further conditions are set out in Schedule 1 of the Cooperation Agreement.

(b) If the Agency meets the criteria of a higher Tier, it is upgraded as of the next review date under Schedule 1. If it no longer meets the criteria of its Tier over the period set in Schedule 1, PeakJet may downgrade it. Tier changes are shown in the Portal and notified to the Agency Administrator by e-mail; they take effect from the notified date without a new Cooperation Agreement being required. The new commission applies to bookings made from that date.

(c) PeakJet may adjust the Tier model (criteria and commission rates) with 60 days' notice to the end of a calendar year. Adjustments that are less favourable to the Agency entitle it to terminate the Cooperation Agreement as of the effective date.

12. SETTLEMENT AND PAYMENT

12.1 Settlement models

Schedule 1 of the Cooperation Agreement determines which of the following settlement models applies to the Agency.

(a) **Invoice model:** PeakJet invoices the Agency the fare including taxes, fees and ancillaries less the commission. The Agency owes PeakJet the invoiced amount regardless of whether it has been paid by its Customer; the Agency bears the collection risk vis-à-vis the Customer.

(b) **Direct payment model:** The Customer pays the full price directly to PeakJet using the payment methods offered on the Booking Platform. PeakJet issues a periodic commission statement to the Agency and pays out the commission within the period set in Schedule 1.

12.2 Invoicing and payment terms

(a) Invoices and statements are made available electronically in the Portal and are deemed delivered upon being made available. The payment term follows from Schedule 1; absent a different provision it is 14 days from the invoice date. All amounts are in Swiss francs unless the Booking Platform shows a different currency.

(b) Objections to an invoice or statement must be raised in writing with reasons within 30 days of it being made available; thereafter it is deemed accepted.

(c) In case of late payment the Agency owes default interest of 5% p.a. plus reminder and collection costs. PeakJet may set off overdue amounts against commission credits. The Agency may only set off undisputed claims or claims established by a final judgment.

12.3 Credit limit and security

For the invoice model PeakJet may set a credit limit (Schedule 1), require prepayment or security (e.g. bank guarantee, deposit) and adjust the limit if creditworthiness changes. If the limit is exceeded, payment is overdue or there are justified doubts about solvency, PeakJet may suspend new bookings under the invoice model and, after a reminder with a short grace period, cancel confirmed but unpaid bookings; the fare rules apply accordingly.

13. SUPPORT AND COMMUNICATION

PeakJet Support for agencies is available through the channels named in the Portal (in particular agencies@peakjet.com and the Portal messaging function). The Portal messaging function is not a real-time channel; urgent operational matters on the day of travel must be reported through the contacts named in the itinerary. Notifications from PeakJet to the Agency Administrator are deemed delivered to the Agency.

Part C – Data, Security, Confidentiality, Brand

14. DATA PROTECTION

(a) PeakJet and the Agency each process personal data of Customers, Passengers and Users as independent controllers for their own purposes under the Swiss Federal Act on Data Protection (FADP) and, where applicable, the GDPR. The Agency is responsible for the lawful collection of the data and for informing its Customers and Passengers about the disclosure to PeakJet and the operator; PeakJet provides its privacy notice (https://peakjet.com/privacy-policy) for this purpose.

(b) The Agency transmits only the data required for the respective booking. Copies of travel documents and other sensitive records must be uploaded exclusively via the designated secure document area of the Portal – not by e-mail, chat or any other means. Uploads are logged.

(c) PeakJet processes and stores personal data from the Portal in Switzerland or the EEA, encrypted in transit and at rest, with masked display of sensitive fields (e.g. passport numbers, payment data) and restricted, logged access. Travel documents are deleted once their purpose is fulfilled within the period stated in the privacy notice.

(d) Both parties inform each other without delay, and at the latest within 48 hours of becoming aware, of security breaches affecting personal data from the cooperation, and support each other in handling them and in responding to access and deletion requests from data subjects.

(e) The Agency uses data received from PeakJet (e.g. booking data, travel notifications) exclusively for servicing the respective Customer and not for any other purpose.

15. INFORMATION SECURITY

(a) The Agency uses only current, protected devices to access the Portal, prevents access by unauthorised persons, exports or stores Customer and Passenger data from the Portal only to the extent required for customer service and deletes such data once no longer needed.

(b) The Agency acknowledges that PeakJet logs Portal activity (sign-ins, booking transactions, document access, data changes) for security, evidentiary and settlement purposes and that PeakJet may investigate security incidents and block accesses as a precaution.

(c) Interfaces (APIs) for connecting Agency systems may only be used under a separate written agreement and with the access credentials assigned by PeakJet.

16. CONFIDENTIALITY

The parties treat non-public information from the cooperation as confidential, in particular commission rates, Tier criteria, credit limits, revenue data, operational and security information and the other party's customer data. This obligation applies during the cooperation and for three years thereafter. Excluded is information that is publicly known, lawfully obtained from third parties or required to be disclosed by law or official order.

17. BRAND AND MARKETING

(a) PeakJet grants the Agency, for the duration of the cooperation, the non-exclusive, non-transferable right to use the PeakJet name and logo and the images and texts provided by PeakJet, in accordance with PeakJet's brand guidelines (https://agencies.peakjet.com/brand/), to promote PeakJet flights to its own Customers.

(b) Not permitted are modifications of the brand, misleading presentations (in particular the impression that the Agency is PeakJet or the operator), use of the brand in domain names, social media handles or as a search engine keyword, and price indications that deviate from the Booking Platform. Co-branded materials and press releases require PeakJet's prior approval.

(c) The Agency is prohibited from promoting, advertising, offering or describing any sold flight under the brand of the operating airline, without prejudice to the Agency's duty to disclose the operating carrier under clauses 8(c) and 9.4. All customer-facing communications, promotions and sales activities must be conducted solely as PeakJet flights and not under the name or brand of the operating carrier.

(d) The right of use ends with the cooperation; materials must be removed thereafter.

18. INTELLECTUAL PROPERTY

All rights in the Portal, the Booking Platform, software, data, texts, images, design and trademarks remain with PeakJet or its licensors. The Agency receives only the rights of use expressly granted in these Portal Terms. PeakJet may use feedback and improvement suggestions from the Agency without compensation.

Part D – Liability, Termination, Final Provisions

19. LIABILITY

19.1 Carriage

Carriage, delays, cancellations, baggage and personal injury or property damage are governed exclusively by the Customer T&Cs (in particular clause 19), the Conditions of Carriage and the Montreal Convention. These Portal Terms do not extend the liability of PeakJet or the operator.

19.2 Liability under the Portal relationship

(a) PeakJet is liable to the Agency for direct damage arising from a breach of these Portal Terms. For slight negligence, liability is limited in aggregate to CHF 10’000 per contract year. Liability for unlawful intent and gross negligence is not limited.

(b) Liability is excluded for indirect or consequential damage, loss of profit, loss of data, reputational damage, unavailability of the Portal, acts of the operator or third parties, and force majeure.

(c) The Agency indemnifies PeakJet, the operator and their employees against third-party claims, fines and costs arising from incorrect information, breaches of these Portal Terms, the Agency's own commitments to Customers or the actions of its Users.

20. SUSPENSION AND TERMINATION

(a) PeakJet may suspend the Agency's access or that of individual Users in whole or in part where there is reasonable suspicion of misuse, security risks, late payment or a breach of these Portal Terms. PeakJet informs the Agency of the reason and expected duration where legally and from a security perspective possible.

(b) Termination of the cooperation is governed by the Cooperation Agreement. Either party may terminate without notice for cause, in particular for material breaches not remedied within 14 days despite warning, fraud, insolvency or sanctions violations.

(c) Upon termination, access to the Portal ends. Bookings already confirmed will be operated; these Portal Terms continue to apply to them. PeakJet issues a final statement; commissions on bookings not yet flown are settled after operation. The Agency deletes data originating from the Portal unless a statutory retention obligation applies.

21. FINAL PROVISIONS

(a) These Portal Terms together with the Cooperation Agreement form the entire agreement on the cooperation and replace prior arrangements. The Agency's general terms and conditions do not apply.

(b) PeakJet may assign rights and obligations under these Portal Terms to an affiliate or legal successor. The Agency may assign its rights only with PeakJet's written consent.

(c) Failure to exercise a right does not constitute a waiver. Should a provision be invalid, the validity of the remaining provisions is unaffected; the invalid provision is replaced by a valid one that comes closest to its economic purpose.

(d) Notices are given electronically via the Portal or by e-mail to the registered addresses. Electronic form suffices for all declarations unless these Portal Terms or the Cooperation Agreement provide otherwise.

(e) These Portal Terms exist in German and English versions. In case of discrepancies the German version prevails.

22. GOVERNING LAW AND JURISDICTION

These Portal Terms and the Cooperation Agreement are governed by Swiss law, excluding its conflict-of-laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising from or in connection with the cooperation is Zurich, Switzerland, unless mandatory law provides otherwise.