

Terms of Use

1. What is this Document?

1.1. These terms of use, read together with the Privacy Policy located at au.via.com ("Privacy Policy"), constitute a legal and binding contract ("Agreement") between you and FLIGHT RAJA TRAVELS SINGAPORE PTE LIMITED, a company validly existing under the laws of Australia ("Via") and providing, inter alia, the terms that govern your access to use (i) au.via.com ("Website"), (ii) Via's mobile applications ("Mobile Applications"), (iii) Via's online travel, accommodation, and allied reservation services, and (iv) any other service that may be provided by Via from time to time (collectively referred to as the "Services"). You hereby agree and understand that this Agreement is a binding contract between Via and any person who accesses, browses, or uses the Services in any manner and accordingly you hereby agree to be bound by the terms contained in this Agreement. If you do not agree to the terms contained in this Agreement, you shall not have the right to use the Services and shall forthwith leave the Website and stop using the Mobile Applications. The terms contained in this Agreement shall be accepted without any modification. The use of the Services would constitute acceptance of the terms of this Agreement.

1.2. You must be 18 (eighteen) years of age or older to register, or visit or use the Services in any manner. By registering, visiting or using the Services, you hereby represent and warrant to Via that you are 18 (eighteen) years of age or older, and that you have the right, authority and capacity to use the Services and agree to and abide by this Agreement. If you are using the Services on behalf of another organization or entity ("Organization"), then you are agreeing to be bound by the Agreement on behalf of that Organization and you represent and warrant that you have the authority to bind the Organization to this Agreement. In that case, "you" and "your" refers to you and the concerned Organization.

1.3. This Agreement is published in compliance of, and is governed by the provisions of the laws of Australia.

1.4. Via authorizes you to view and access the content available on the Services solely for ordering, receiving, delivering and communicating only as per this Agreement. The contents of the Services, information, text, graphics, images, logos, button icons, software code, interface, design and the collection, arrangement and assembly of content on the Website, Mobile Applications or any of the other Services ("Via Content"), are the property of Via and are protected under copyright, trademark and other applicable laws. You shall not modify the Via Content or reproduce, display, publicly perform, distribute, or otherwise use the Via Content in any way for any public or commercial purpose or for personal gain.

1.5. All rights and liabilities of the Via with respect to any Services to be provided by Via shall be restricted to the scope of this Agreement. In addition to this Agreement, you shall also ensure that you are in compliance with the terms and conditions of the third parties, whose links are contained/embedded in the Services, with whom you choose to transact with. It is hereby clarified that Via shall not be held liable for any transaction between you and any such third party.

2. Use of Services

2.1. Via permits the viewing, copying, downloading materials available on the Website and the Mobile Applications provided that the material so obtained is used solely for personal and non-commercial purposes and such proprietary notices appearing on the material are reproduced.

2.2. You hereby agree that you shall not at any time (i) distribute, resell, cross-sell, or permit access to the Services to any third party, (ii) permit multiple end users to access the Services using shared login credentials (i.e., a shared email address and password), (iii) use the Services other than in accordance with (a) the instructions or documentation which Via may provide from time to time, (b) applicable laws and (c) the terms contained in this Agreement.

2.3. Via may, at any time and without having to serve any prior notice to you, (i) upgrade, update, change, modify, or improve the Services or a part of the Services in a manner it may deem fit, (ii) change any promotion scheme, promotion period, grace period (by whatever name it is called) and (iii) change the contents of this Agreement or the Privacy Policy. It is your responsibility, in such cases, to review the terms of the Agreement from time to time. Such change shall be made applicable when they are posted. Via may also alter or remove any content from the Website or the Mobile Applications without notice and without liability.

2.4. Via reserves the right, at its sole discretion, to suspend your ability to use or access the Services (or a part of the Services) at any time while Via investigates complaints or alleged violations of this Agreement, or for any other reason. Further, it shall also have the ability to prohibit or restrict you from using the Services if Via, in its opinion, feels that you are misusing the Services in any manner whatsoever.

2.5. You agree to abide by the terms and conditions of purchase imposed by any third party supplier (such as airline companies, hotels, bus operators etc.) ("Suppliers") with whom you elect to transact by using the Services, including, but not limited to, payment of all amounts when due and with the Supplier's rules and restrictions regarding availability, booking, cancelling, and use of fares, products, or services. You understand that any violation of any such Supplier's rules and restrictions may result in cancellation of your reservation(s), in you being denied access to the applicable product or services, in your forfeiting any monies paid for such reservation(s), and/or in Via debiting your account for any costs that it incurs as a result of such violation.

2.6. Via may, from time to time, run promotional campaign and contests that require you to send in material or information about yourself. Each such promotional campaign and contests

has its own rules and regulations, which you must read and agree to before you participate in the same.

2.7. The use of Services is governed by Via's Privacy Policy located at au.via.com. Via's Privacy Policy sets forth its practices regarding the collection, use and disclosure of personal information that it obtains about you in connection with the Services.

3.Booking Fee and Charges.

All prices displayed on our Website are in Australian Dollars and include government charges, GST and taxes. Please note that airline, service provider and/or airport taxes and fees may still apply. Such fees may include, without limitation, departure taxes, credit card or administration fees, baggage fees or cancellation fees. Some international airports require a departure tax payable at the airport on departure. At all times any booking fee that is applicable will be displayed in the total booking cost before you proceed with passenger names and again on the final payment page prior to payment. However, the payment gateway fee for using credit card is separate from the booking fee and it shall be added to the total price charged from you.

4.Payments

4.1. Via shall have the right to charge transaction fees based on certain completed transactions using the Services. These charges/fees may also be altered by Via without any notice. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the Services.

4.2. By booking with Via, you authorize Via and its agents to transact with your bank or other payment gateways on your behalf to obtain the necessary information required to process payment, confirm payment, resolve inquiries and billing disputes, and/or as otherwise required to manage the booking.

4.3. You hereby understand and agree that your reservation/booking is contingent upon Via receiving the applicable fees/consideration/fares in its account and unless such monies have been credited into Via's account, it shall be under no obligation to issue you with the relevant tickets, reservation confirmation, passenger name record (PNR) or such other confirmations in connection with the Services.

4.4. In the event a booking or reservation does not get confirmed for any reason, Via is under no obligation to make another booking to compensate or replace the earlier booking. All subsequent bookings shall be treated as new transaction without any reference to the earlier transaction. All refunds shall take place as per the normal banking payment cycle.

4.5 Modifications/Cancellations. All modifications/ cancellations of airline tickets, hotels, vacation packages and other Services are done in accordance with the terms and conditions of the concerned suppliers/service providers (airlines, hotels etc.) and therefore, you may incur such fees as is prescribed by the supplier/service provider for such modification/cancellation.

In addition to this, Via will also charge a fee for modification/cancellation.

Full Service Airlines - A\$100 Per Passenger

Budget LCC Airlines- A\$20 Per Passenger

Applicable on any of the following :

REFUND/ CANCELLATION TICKETS includes involuntary change disruption by Airlines where Via staff has to render service
RE-ISSUANCE WITH REROUTING OR DATE CHANGE OF
TICKETS NAME AMENDMENT
SEAT ASSIGNMENT & MEAL
ASSIST CALL BACK ASSISTANCE
ANY SPECIAL SERVICE REQUEST OF NATURE THAT REQUIRES STAFF TIME AND SERVICE

All modifications/cancellations must be done by Email only.

4.6 Refunds. If a refund is requested, Via will apply to the concerned service provider for this refund on your behalf. The service provider will in most cases impose certain cancellation fees, and such fees, in addition to our fees and any credit card processing fees and commissions we receive are never refundable. The amount of refund to you will be the actual **net** amount we receive from the service provider less our fees as described above. Any estimate we may give you as to the actual amount of refund you will get and how long it will take is our best assessment and not guaranteed until the actual refund is received by us from the service provider. We can accept refund requests only if the following conditions have been met:

- you have applied for a cancellation and refund with us and if the fare rules provide for cancellation and refunds;
- you are not a "no show" (most "no show" bookings are in-eligible for any waiver from suppliers for refund processing); and
- we are able to secure waivers from suppliers to process this requested cancellation and refund.

4.7. Payment shall be made through the payment gateways authorized by Via. You must adhere to the terms and conditions that are prescribed by payment gateways through which you choose to transact. Via shall not be responsible for any damages incurred by you while transacting through these payment gateways.

4.8. In order to process the online payments, Via may require details of your bank account, credit card number etc. Please check the Privacy Policy located at au.via.com on how Via uses such confidential information provided by you.

4.9 Fare Changes. All bookings are not guaranteed until ticketed. Airfare is only guaranteed once the purchase has been completed and the tickets have been issued. Fare change can occur even between the time of selection of flight and subsequent issuance. Therefore, the fare/tariff is not guaranteed till the issuance. We will notify you of any fare changes and we do not assume any responsibility, financially or otherwise for any such fare changes made by the supplier. We will notify you of the new fare and at that point you may either cancel or still purchase the product or service at the new cost. You have the right to cancel the booking at no cost to you if there is a fare increase before ticketing and prior to your card being charged; you will not be charged any fees for cancelling such a booking.

4.10. Currency variations. If you are making the purchases against credit cards /other payment methods in currency other Australian Dollar (AUD), then variations to your final price may occur due to currency fluctuations. Please note, where any pricing has been converted from a foreign currency to AUD your credit card company may charge a conversion fee, for which Via is in no way liable.

5. User Covenants.

5.1. Via hereby informs you that you are NOT permitted to host, display, upload, modify, publish, transmit, update or share any information that: belongs to another person and to which you do not have any right; is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; harms minors in any way; infringes any patent, trademark, copyright or other proprietary rights; violates any law for the time being in force; deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; impersonates or defames another person; contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; and threatens the unity, integrity, defence, security or sovereignty of Australia, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting to any other nation.

5.2. You are also prohibited from: violating or attempting to violate the integrity or security of the Website, the Mobile Application or any Via Content; transmitting any information on or through the Website and Mobile Applications that is disruptive or competitive to the provision of Services by Via; intentionally submitting on the Website or Mobile Applications any incomplete, false or inaccurate information; making any unsolicited communications to other users of the Services; using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website; attempting to decipher, decompile, disassemble or reverse engineer any part of the Website; copying or duplicating in any manner any of the Via Content or other information available from the Website; and framing or hotlinking or deep linking any Via Content.

5.3. Via, upon obtaining knowledge by itself or having been brought to actual knowledge by an affected person in writing or through email about any such information as mentioned in clause 5.2 above, shall be entitled to disable such information that is in contravention of clause 5.2, Via shall be entitled to preserve such information and associated records for production to governmental authorities for investigation purposes.

5.4. Via may disclose or transfer information provided by you to its affiliates in other countries, and you hereby consent to such transfer.

6. Third Party Information.

6.1. The Website may provide information regarding third party website(s), affiliates or business partners and/or contain links to their websites. Such information and links are provided solely for the purpose of your reference. Via is not endorsing the material on the Website, Via is not responsible for such errors and representation nor is it associated with it and you shall access these websites at your own risk. Further, it is up to you to take precautions to ensure that whatever links you select or software you download, whether from the Website, Mobile Applications, or other Services, is free of such items such as, but not limited to, viruses, worms, trojan horses, defects and other items of a destructive nature.

7. Visa Obligations.

7.1. Your travel to foreign countries may be subject to the visa and other immigration related requirements as maybe prescribed by appropriate authorities from time to time. You hereby understand and agree that you shall have to procure the applicable visa and comply with all applicable immigration requirements by yourself and Via shall not be under any obligation to inform you or assist you with obtaining the appropriate visa (including transit-visas, on-entry visas, etc.) or with the concerned immigration requirements. Further, Via shall not be responsible for any issues, including inability to travel, arising due to your failure to obtain the appropriate visa or clear any immigration obligations that you may have. Your transaction with Via does not guarantee entrance to the country of destination. Traveler understands that Via accepts no responsibility for determining passenger's eligibility to enter or transit through any specific country.

8. Luggage Allowance.

8.1. Many airlines do not offer a free luggage allowance and charge for each bag checked-in. If you are travelling on a low cost carrier, or any American domestic flight, these flights usually charge extra for luggage. Please check the airline website, as we may not have upto-date information on all airlines. In most cases it is cheaper to pre-pay for luggage on these carriers than to pay at the airport. Carry-on bag allowance also varies from airline to airline. Please check your booking confirmation to see what the luggage allowance is. If no luggage information is provided please check the airline website or call our customer care.

9. Credit/Debit Card Payments.

9.1. All credit cards must have a verifiable Australia or other country billing address.

9.2. If your credit card is declined for any reason, we will notify the same to you. Simply submitting the credit card does not automatically guarantee ticketing.

9.3. Via bears no responsibility in the event your credit or debit card is not approved or charged.

9.4. There can be many reasons why your credit or debit card may not have been approved or charged. Examples of these maybe: airline could not confirm the booking, fare increased since payment information was submitted and prior to ticketing; or sufficient funds not available on the credit card or 3D SECURE verification not completed. In such instances where the fare may have increased, you will be provided with alternate options and you have the right to cancel the booking at no cost to you. When the booking is ticketed at the cost originally quoted to you the ticket becomes non-refundable and non-cancellable.

9.5. Via uses stringent safety measures for credit card payment processing. Fraudulent transactions, if any, it shall be solely attributable to the customer/traveler/passenger etc. and not Via.

9.6. You agree to be liable for any and all credit card payments and you agree not to dispute charges after the purchase has been made and your tickets and/or other products have been delivered by email confirmation or have been shipped to you. You agree to reimburse Via in cases of charge back or credit card disputes where you have genuinely purchased a service on au.via.com.

9.7. Most credit card transactions over the phone to our Customer Service Department are recorded and are available as evidence in case of any dispute.

9.8. Online credit card transactions are authorized at the time a user or anyone acting on their behalf accepts these Terms & Conditions and continues with the purchase.

9.9. All bookings and fares are not guaranteed until ticketed by the supplier. For hotels, and vacation packages, bookings are not guaranteed unless you receive a confirmation number by email.

9.10. Depending on certain airline market promotions and unexpected demand there may be a delay in confirmation and delivery of the ticket between 3 hours to 24 hours.

9.11. When certain transactions are determined to be high risk by our systems, we will not process such transactions unless our credit card verification team has determined that it's safe to process them. In order to establish validity of such transactions, we may contact you or your bank.

9.12. When a customer punches his/her credit card details towards a particular transaction on the payment page, the transaction cost automatically gets charged first, by the bank. In case of a suspected transaction of any form or manner, sufficient and valid documentation such as ID proof or any other, as required will have to be provided to VIA, before the ticket is issued, irrespective of the card being charged..

10.Credit/Debit Card Declines

10.1. If the credit/debit card is declined or 3D verification is incomplete, the transaction will not be processed and the fare and any other booking details are not guaranteed.

11.Payment Acceptance Policy

11.1. We accept credit cards and debit cards issued in Australia.

11.2. Airfares are guaranteed only upon ticketing, and not upon submission of payment. If your credit card payment is not processed for any reason or if there is a fare change while

processing your transaction, you will be notified and you have the right to decline this transaction and you will not be charged.

11.3. We provide a safe and secure credit card transaction guarantee, as stated above in these Terms & Conditions.

11.4. All hotel and tour/activity bookings are only confirmed upon delivery of complete confirmation details to the email you provided with your reservation. In some cases, pre-payment may be required to receive confirmation.

11.5. When certain transactions are determined to be high risk by our systems, we will not process such transactions. In order to establish the validity of such transactions, we may contact you or your bank.

12. Intellectual Property Rights.

12.1. All the intellectual property used on the Website by Via, service providers or any third party shall remain the property of Via, service provider or any other third party as the case may be. Except as provided in the Agreement, the materials may not be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means, without the prior express written permission of Via.

13. Unlawful or Prohibited Use.

13.1. You warrant to Via that you will comply with all applicable laws, statutes, ordinances and regulations regarding the use of Via's Services and any other related activities. You further warrant that you will not use this Website in any way prohibited by terms contained in this Agreement or under applicable law.

14. Liability.

14.1. By using the Site, you agree to irrevocably waive any claim against Via, its subsidiaries or affiliates, and any of such party's officers, directors, managers, agents, contractors, or employees, and expressly agree that neither Via nor any of its subsidiaries, affiliates, officers, directors, managers, agents, contractors or employees, shall be held liable. You hereby acknowledge and agree that Via provides intermediary services and is not, and shall not be deemed to be a Supplier, and therefore may not be held responsible in any way for any lack or deficiency of services provided by any Suppliers you choose to engage or hire or appoint via the Services. Therefore, Via is not liable for any errors, omissions, representations, warranties, breaches or negligence of any of the Suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting there from.

14.2. Via does not provide or make any representation, warranty or guaranty, express or implied about the Website or the Services.

14.3. Via shall have no liability in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and shall have no responsibility for any additional expenses incurred by you in connection with the same.

14.4. You hereby understand and acknowledge that the fares provided by Via on the Website or Mobile Applications are subject to change at the respective Supplier's discretion and Via shall not be responsible for any increase/change in the fares/fees provided by a particular Supplier (and as displayed by Via on the Website or Mobile Applications).

14.5. Via shall not be liable for any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the inability to use or performance of the Website, Mobile Applications or any other Service. This shall extend to the loss suffered by you due to delay or inability to use or access the Website or the Mobile Applications.

14.6. Via shall not be responsible or liable to you in any manner for any losses, damage, injuries or expenses incurred by you as a result of any disclosures made by Via, where you have consented to the making of such disclosures. If you have revoked such consent under the terms of the Privacy Policy, then Via shall not be responsible or liable in any manner to you for any losses, damage, injuries or expenses incurred as a result of any disclosures made by Via prior to its actual receipt of such revocation.

14.7. Via shall not be responsible to provide any updates on schedules, availability, cancellations, and modifications to the services provided by the Suppliers

14.8. For avoidance of doubt (and without limiting the foregoing), Via does not assume any liability whatsoever for cancelled flights, flights that are missed, or flights not connecting due to any scheduled changes made by the relevant airline.

14.9. The maximum liability of Via, in respect of any Services provided, shall be limited up to a maximum of 100 AUD (One Hundred Australian Dollars only).

15. Indemnity.

15.1. You hereby agree to indemnify and hold harmless Via, its affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from (i) your access to or use of Services, (ii) violation of the Agreement, (iii) infringement, or infringement by any other user of your account with Via, and (iv) infringement of any intellectual property or other right of any person or entity. Via will notify you promptly of any such claim, loss, liability, or demand, and in addition to your foregoing obligations, you agree to provide us with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

16. Severability.

16.1. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to be in full force and effect.

17. Term and Termination.

17.1. This Agreement will remain in full force and effect while you use any Service in any form or capacity.

17.2. In the event Via discovers or has reasons to believe at any time during or after receiving a request for Services from you that the request for Services is either unauthorized or there has been misrepresentation of facts, Via shall have the right to take any steps against you, including cancellation of the bookings, forfeiture of payment etc. without providing you with prior intimation. Via shall not be responsible for any damages caused as such a consequence.

17.3. Via reserves the right to terminate its Services provided to you in the event of breach of any terms contained in this Agreement, misrepresentation of information, any unlawful activity or is unable to verify or authenticate any information the user submits to Via.

17.4. Clauses under the headings Covenants, Liability, Indemnity, Intellectual Property, Dispute Resolution, and Notices shall continue and survive the termination of this Agreement.

18. Human Error.

18.1. If any of our agents/employees make a mistake in the booking process we shall make reasonable attempts to rectify these errors at the time of occurrence. Via stands committed to providing compensation up to a maximum of the entire service fees that Via has collected for that booking within 12 months in the future. You must notify us of errors within 24 hours of receiving your itinerary. Beyond this 24 hour period, Via will not be responsible for these errors.

19. General Restrictions.

19.1. Via recommends its Customers to check the Ministry of Foreign Affairs Australia website relating to the countries you are travelling to for any applicable travel advisories relevant to those countries.

19.2. Australia Government legislation prohibits the carriage of dangerous goods on aircraft. The permissible and non-permissible carriage shall be as mentioned in: <http://www.changiairport.com/passenger-guide/safety-and-security/restricted-baggage-items>.

19.3. All flights should be confirmed with the airline directly as they may have last minute schedule changes. You must re-confirm at least 24 hours prior to departure for domestic flights and 72 hours for flights to Hawaii and international destinations. All passengers are to reach check in counter of airline well before the stipulated airline specified time. Via will not be liable for airline denial of passenger at airport on account of late check in or gate no show

19.4. In most cases, upgrades and standbys will not be permitted. Upgrades/standby are strictly the responsibilities of the respective airlines.

19.5. Many of our discounted tickets do not allow for frequent flyer mileage accrual.

19.6. All seat requests will be forwarded to the airlines. Please be advised that not all seat requests are guaranteed. If you want to receive immediate confirmation on your seat or if you have any special requirement such as "stretcher assistance" or "wheelchair", please contact the airline directly.

19.7. We reserve the right to cancel requests for travel to destinations that have been embargoed by the Australian government.

19.8. A passenger's duty or departure tax may be assessed upon departure from international destinations such as Mexico, Caribbean, the United Kingdom and Australia. These are local government taxes collected at the airports and are not included in initial ticket costs.

20. Dispute Resolution and Governing Law.

20.1. This Agreement and any contractual obligation between Via and you will be governed by the laws of the Republic of Australia, subject to the exclusive jurisdiction of courts at Australia.

21. Headings.

21.1. The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, the terms of services or the right to use the Website by the User contained herein or any other section or pages of the Website in any manner whatsoever.

22. Notices.

22.1. All notices and communications shall be in writing, in English and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent via email/ facsimile, with due acknowledgment of complete transmission to the following address: **Flight Raja Travels Singapore Pte. Limited: Business #2 Marne Road, Unit 06-05, Singapore-208393.**
