

TRAVEL AGENT TERMS AND CONDITIONS

Updated April 22, 2025

1. OWNERSHIP

The content and information on the Website (including, without limitation, price and availability of travel services), as well as the infrastructure used to provide such content and information, is proprietary to Sky Bird Travel & Tours, Inc. and/or the airlines ('Airlines') whose tickets are being sold. Accordingly, as a condition of using the Website, you agree not to use the Website, its contents, or information for any purpose other than for selling Airline tickets and related travel services which will be booked through the Website or otherwise through us. You may make copies of travel itineraries (and related documents) for travel purchased through the Website, provided that you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from the Website other than for the purposes specified above. In addition, whether or not your purpose is commercial, you agree not to:

- (I) Access, monitor, or copy any content or information from the Website using any robot, spider, scraper, or other automated means or any manual process for any purpose without express written permission of Sky Bird Travel & Tours, Inc.;
- (II) Violate the restrictions in any robot exclusion headers on the Website or bypass or circumvent other measures employed to prevent or limit access to the Website;
- (III) Take any action that imposes, or may impose, in the discretion of Sky Bird Travel & Tours, Inc., an unreasonable or disproportionately large load on the Sky Bird Travel & Tours, Inc. infrastructure; or
- (IV) Deep-link to any portion of the Website (including, without limitation, the purchase path for any travel services) for any purpose without express written permission of Sky Bird Travel & Tours, Inc.

2. USE OF SITE

You may only use the Website if you have registered and been approved by Sky Bird Travel & Tours, Inc. You are responsible for maintaining the secrecy of your passwords, login, and account information. Each of your employees/agents who use the Website MUST have their own, separately identifiable user/login name and must use such user/login name each time he/she uses the Website. Neither you nor any of your employees shall provide password and/or login information to anyone who is not your direct employee and working exclusively on your behalf. You will be financially responsible for all uses of the Website by you and anyone using your password and login information, and you agree to promptly pay for all such uses, including but not limited to all charges made and fees/commissions charged by/due to Sky Bird Travel & Tours, Inc.

You may only use the Website to make legitimate reservations or purchases. We may, at any time and without advance notice or liability, terminate or restrict your access to all or any component of the Website or the other booking services offered by Sky Bird Travel & Tours, Inc. We will use reasonable commercial efforts to keep our site available on a 24-hour/7-day-a-week basis, subject to necessary scheduled downtime for maintenance, unscheduled maintenance, and system outages. Your access to the Website may not be uninterrupted or available at all times. For all published, non-commissionable fares booked through the Website, Sky Bird Travel & Tours, Inc. will charge a flat rate service fee which will be shown before your final purchase or reservation decision. Any such service fee is non-refundable.

3. ONLINE TRAVEL AGENCY DISCLOSURE

You must disclose to Sky Bird Travel & Tours, Inc., upon your registration submission if you have any other online presence with any airline quoting and/or booking facilities (including your own website), and if so, you must provide Sky Bird Travel & Tours, Inc., with the website address. If you, your travel agency, or any other travel agents affiliated with you maintain an online booking presence (irrespective of the volume and percentage of sales) and fail to disclose the same, you will be subject to a minimum penalty of \$5,000.00 in addition to all other damages which may be incurred by either Sky Bird Travel & Tours, Inc. and/or the airlines.

If your registration is accepted and approved, you agree as follows:

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(I) If you maintain an online distribution website or other online quoting or booking presence, Sky Bird Travel & Tours, Inc. will not extend GDS bridge access or other content sharing to you. In this case, you may still access and purchase airfares at Sky Bird Travel & Tours, Inc.'s rates but all bookings and reservations made by you will need to be made exclusively through Sky Bird Travel & Tours, Inc.'s 'WINGS' booking platform or directly with our staff;

(II) Whether or not you maintain an online distribution website or other online quoting or booking presence, and unless you receive specific instructions from Sky Bird Travel & Tours, Inc. on a specific individual airline policy, you are **STRICTLY PROHIBITED** from copying, posting, displaying, or distributing Sky Bird Travel & Tours, Inc.'s fares/pricing, any airlines' logos and/or route information, or any other airline content or information obtained from the website or GDS. This includes, but is not limited to, your travel agency's website, Facebook, LinkedIn, messaging platform, or other online webpage. You are permitted to advertise with statements such as, 'for great deals on _____ airfare, call us to discuss!', but specific pricing, routes, and/or logos obtained from Sky Bird Travel & Tours, Inc. may not be posted or otherwise shown on such online distribution website or other online quoting or booking presence. Please note that Sky Bird Travel & Tours, Inc., as well as its agents, are restricted from doing the above, so violating this provision may cause Sky Bird Travel & Tours, Inc. to incur extensive damages.

In the event of a violation of the Terms expressed herein, in addition to all other legally permissible remedies, you further agree and acknowledge as follows:

(I) Sky Bird Travel & Tours, Inc. maintains a zero-tolerance policy for any agent or agency that willfully violates any carrier's booking and/or display policies (including, but not limited to, the restrictions set forth above);

(II) Sky Bird Travel & Tours, Inc. will immediately terminate any previously granted GDS bridge access.

(III) You will be liable for all damages incurred by Sky Bird Travel & Tours, Inc., including, but not limited to, a monetary fee of no less than \$5,000.00, which may be withheld from your deposit, bank guarantee, proceeds due to you from existing transactions, or from any other funds to which you may be entitled.

4. SCANS/SEARCHES

You are permitted to make a certain number of scans/searches without charge, the number of which increases with the amount of bookings made on the Website. We reserve the right to charge not more than \$0.005 per scan for excessive scans without bookings. We define excessive as more than 500 scans per booking. You will not be charged such amount without receiving prior notification. In addition, your services may be suspended for making excessive scans without bookings, at which time you must contact Sky Bird Travel & Tours, Inc. prior to being permitted to log in to the Website.

5. ACCURACY

We will use every effort to ensure fares are accurate, but we reserve the right to deny any fare which may have been incorrectly posted. We are not responsible for incorrect fares displayed on this Website.

6. WARRANTY DISCLAIMER

WE MAKE NO WARRANTY OF ANY KIND REGARDING THIS WEBSITE AND/OR ANY CONTENT, DATA, MATERIALS, INFORMATION, PRODUCTS, OR SERVICES PROVIDED ON THE WEBSITE, ALL OF WHICH ARE PROVIDED ON AN 'AS IS' BASIS. WE EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE WEBSITE WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED. WE FURTHER DISCLAIM ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS, AND TIMELINESS OF ANY CONTENT OR INFORMATION FOUND ON THE WEBSITE. WE EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY BE LIMITED IN ITS APPLICABILITY TO YOU.

7. LIMITATION OF LIABILITY

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WE WILL NOT BE RESPONSIBLE OR LIABLE FOR:

(I) ANY DAMAGES TO OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS THE RESULT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THE WEBSITE, OR YOUR DOWNLOADING OF ANY CONTENT, INFORMATION, MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THE WEBSITE; OR

(II) ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH: (I) ANY USE OF THE WEBSITE OR ITS CONTENT, DATA, MATERIALS, OR INFORMATION FOUND THEREIN; (II) ANY FAILURE OR DELAY (INCLUDING WITHOUT LIMITATION THE USE OF OR INABILITY TO USE ANY COMPONENT OF THIS WEBSITE FOR RESERVATIONS OR TICKETING); OR

(III) THE PERFORMANCE OR NON-PERFORMANCE BY US OR ANY AIRLINE, EVEN IF WE HAVE BEEN NOTIFIED OF THE POSSIBILITY OF DAMAGES TO SUCH PARTIES OR ANY OTHER PARTY. THE AIRLINES PROVIDING TRAVEL FOR SKY BIRD TRAVEL & TOURS, INC. ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF SKY BIRD TRAVEL & TOURS, INC., OR ITS AFFILIATES. SKY BIRD TRAVEL & TOURS, INC. AND ITS AFFILIATES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES, OR NEGLIGENCE OF ANY SUCH AIRLINE OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. SKY BIRD TRAVEL & TOURS, INC., AND ITS AFFILIATES HAVE NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE, OR OTHER CAUSES BEYOND ITS DIRECT CONTROL, AND IT HAS NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

Notwithstanding anything in these Terms to the contrary, Sky Bird Travel & Tours, Inc., shall in no event be liable to you for any monetary amount in excess of 50% of the net profit earned by us from sales to you in the 12-month period immediately preceding the date upon which the event giving rise to such liability occurred.

8. PAYMENT

With respect to each ticket, booking, or other service that you request from or through us, you agree to pay us all fees and charges associated with your order. Unless otherwise agreed between you and us in writing, you agree that all charges invoiced to you by Sky Bird Travel & Tours, Inc. shall be paid to us within 24 hours from your receipt of such invoice (whether by mail, facsimile, or e-mail). For all invoices where travel has commenced, commission payments due will be made by Sky Bird Travel & Tours, Inc. on a weekly basis on Thursdays.

Airline ticket refunds, exchanges, and/or voids initiated by you (to the extent permitted by the airlines and less any fees or penalties assessed by the airlines and Sky Bird Travel & Tours, Inc.) with respect to tickets for which Sky Bird Travel & Tours, Inc., which have been paid, will be refunded within 15 days from the date we receive the refund from the respective airlines. No refund will exceed the amount received by us from the airline or be provided prior to our receipt of the same. You shall be responsible for initiating the refund process and providing all documents as required by the airline.

Once an order or booking is placed, you are unconditionally liable to pay for the same. Under no circumstances shall your failure to collect payment from any of your customers, excuse, limit, reduce, or release you from your obligation to pay us for your order and/or booking. In the event Sky Bird Travel & Tours, Inc., is not paid any amount due under these Terms, we expressly retain the right to 'refund' or 'cancel' any and all orders, booking, and/or tickets not yet traveled upon, provided however we shall only do so to the extent necessary to recover the unpaid balance due under these Terms.

We are not responsible for any third-party fees or charges incurred in any transaction that involves a currency conversion. By agreeing to use both systems you are acknowledging that you are responsible for any fees incurred.

9. INVOICES AND STATEMENTS

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You will receive invoices once tickets are issued on a weekly statement issued on a Wednesday for periods in which you placed any orders with us. All invoices and/or statements shall be deemed correct

and complete in all respects and all charges/commissions listed on the invoices/statements shall be deemed accurate unless you notify us of any error within 15 days from the invoice/statement date. Your failure to notify us of any errors within 15 days of the invoice/statement date shall be a full and complete waiver of your right to later dispute the completeness and/or accuracy of such invoice and/or statement. In the event you believe there has been an error and wish to dispute all or any portion of your invoice/statement, you shall issue a written notice to us as soon as possible, but in no event later than 15 days from the invoice/statement date. Your written notice shall include payment for any amounts which you do not dispute and shall describe, in detail, the basis for disputing the other amounts of the invoice/statement. We shall use our best efforts to resolve any disputes within 15 days from the date of your written notice. If we reach a mutually acceptable agreement regarding the disputed amount, payment shall be made within 15 days from the date of the resolution of the dispute.

10. CREDIT/DEBIT CARDS

Unless otherwise specified by an airline in writing, credit card payment can only be made using the customer's (meaning passenger's) credit card. You are solely responsible for the verification of any payment information entered on the Website or provided to us. You are solely responsible for obtaining all appropriate authorizations from the card holder. You agree to indemnify us from any loss or damage we incur due to the failure of any method of payment for any reason whatsoever, including but not limited to fraud, stolen cards, insufficient funds, improper verification, etc.

In the event of any credit card charge-backs or debit memos, you shall pay Sky Bird Travel & Tours, Inc. the amount of the charge-back and/or debit memo immediately upon your receipt of a copy of the same. If you wish to dispute the charge-back and/or debit memo with the credit card services, Sky Bird Travel & Tours, Inc. shall cooperate with you raising such dispute. Please note that the final decision on the acceptance of a credit card charge-back lies with the airline or the merchant and not with Sky Bird Travel & Tours, Inc.

11. PAST DUE BALANCES

We reserve the right to charge interest on all past due balances of 15 days or more, provided that no interest shall be charged in excess of that permitted by law. Unless otherwise prohibited, interest will be calculated at a rate of 1.5% per month from the due date of the payment until the date such payment is made.

12. INDEMNIFICATION

You will defend, indemnify, and hold Sky Bird Travel & Tours, Inc., and each of our officers, directors, employees, and agents, from and against any and all claims, actions, liabilities, debts, charge-backs, debit memos, fees, judgments, losses, damages, and demands, including without limitation reasonable legal and accounting fees, which we incur due to: (I) Your use of the Website or Sky Bird Travel & Tours, Inc., other services; (II) your acts or omissions (in whole or in part); (III) any claims or suits brought by any of your customers in which we are named by any party; or (IV) any breach by you of these Terms, including the failure to pay us as agreed.

13. GENERAL

Certain confirmations: On rare occasions, you may receive a flight confirmation, but the Airline may not accept the request to issue a ticket. In this event, we will endeavor to notify you by e-mail or telephone of the rejection. PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY 24 HOURS AFTER THE ISSUANCE OF YOUR ORDER/RESERVATION TO VERIFY THAT YOUR ORDER/RESERVATION WAS ISSUED CORRECTLY AND IS CONFIRMED. You may do this by verification directly through a GDS (if you have access), through a GDS owned itinerary website, by Airline website, or by contacting us.

Back-to-back or mixing of itineraries: The use of coupons from 2 or more tickets issued as round-trip fares for the purpose of circumventing Airline restrictions is called 'Back to Back Ticketing' and is not permitted. Airlines and travel agents are prohibited from issuing such tickets. Each Airline reserves the right to deny transportation to passengers found using tickets in this manner. Passengers will be

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responsible for the difference between the fare paid and the fare of the actual itinerary. Additionally, 'point beyond' practices (intentionally booking travel for a point beyond the customer's intended final destination), are likewise strictly prohibited and may render you liable for various debit memos.

Fares are not guaranteed until ticketed: You will be notified promptly if your fare cannot be ticketed and in most cases an alternative will be offered. If you decline the alternative, you will not be charged. It is your responsibility to ensure that sufficient funds are available for any air travel purchased. If your credit card and/or payment method is declined, the listed fare may not be available at a later time.

Waitlisted PNRs: If you create a waitlisted PNR, the PNR is NOT confirmed and may be cancelled. Once confirmed, you will be notified of the final price.

Taxes estimated: Please note that until such time as you enter the payment screen, taxes have been estimated and provided solely for your convenience. Prior to purchasing, please review the final charges as previous figures are subject to change.

Schedule changes: You are responsible to provide all information with respect to flight schedule changes to the traveler, whether or not listed on PNRs. In the event the flight schedule change is not indicated on the PNR, we will use our best efforts to notify you of any flight schedule changes. Sky Bird Travel & Tours, Inc., upon your request, will use its best efforts to accommodate traveler requested changes in the flight schedule.

Open account: You acknowledge that, notwithstanding any accounting records, billing invoices, ticket tracking schedules, or other similar documentation, all sums that may become owed to us hereunder are on an 'open-account' basis and that all amounts paid to us shall be applied to the airline tickets or services in the order in which the airline tickets and/or services are traveled upon.

14. LIMITATION OF ACCESS

On agreeing to the Terms and Conditions of this agreement, your access to the 'Website' is enabled but not guaranteed. Sky Bird Travel & Tours, Inc. reserves the right to restrict or terminate your access at its sole discretion.

15. LEGAL

The headings in these Terms are for your convenience and reference. These headings do not limit or affect these Terms. We may modify the Terms of this Website, at any time, and your use of the Website will be subject to the Terms in effect at the time of your use. Other terms and conditions may apply to your reservations, bookings, and purchases of travel services through the Website. You will observe these other terms and conditions. If a court finds any of these Terms to be unenforceable or invalid, that Term will be enforced to the fullest extent permitted by applicable law and the other Terms will remain valid and enforceable. These Terms, together with those items made a part of these Terms by reference, make up the entire agreement between us relating to your use of our site and our relationship in general, and replace any prior understandings or agreements (whether oral or written).

The laws of the State of Michigan or, for our agents of Canadian residency, the Province of Ontario, without regard to its conflict of laws rules, will govern these terms and conditions, as well as your and our observance of them, and you hereby voluntarily submit yourself to the exclusive jurisdiction of the State of Michigan or the Province of Ontario (as applicable) and the courts located within the State of Michigan or the Province of Ontario (as applicable). If any legal action arises relating to your use of our site, our relationship, or these Terms, you agree that such action, whether filed by you or us, shall only be filed in the state and federal courts located in Oakland County, Michigan (state) and Wayne County, Michigan (federal) or Toronto, Canada and following a period of at least 30 days from the day of a notice from the other party of the existence of a dispute to settle such dispute by mutual discussions.

In the event that resolution cannot be reached and legal proceedings ensue, each party shall bear its own expenses, which will be added to any award provided (including reasonable attorney's fees), incurred by the prevailing party.

16. NO AGENCY OR EMPLOYMENT RELATIONSHIP

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The use of this Website creates no agency and/or employment relationship between you and Sky Bird Travel & Tours, Inc. You hereby certify and acknowledge that you are acting solely as an independent contractor and not as an agent, employee, partner, and/or joint venture with Sky Bird Travel & Tours, Inc.

17. AIRLINE TERMS AND CONDITIONS

You agree to abide by the terms and conditions of purchase imposed by any Airline with whom you elect to deal. Airlines are required to make available to the public the terms of its contract of carriage pursuant to Title 14, Part 253 of the Code of Federal Regulations, and we make available the fare rules for all Airline tickets prior to purchase. Unless otherwise stated in the fare rules, all fares are NONREFUNDABLE, NON-TRANSFERABLE, and cannot be changed once purchased. You are responsible for ensuring that your purchases abide by the terms and conditions of purchase imposed by any Airline with whom you elect to deal, including terms and conditions of purchase set forth in an air carrier's fare rules or contract of carriage.

18. BOOKING PRACTICES

Whether or not you are permitted access to Sky Bird Travel & Tours, Inc.'s system and the GDS systems as an independent agent of us (utilizing Sky Bird Travel & Tours, Inc.'s unique PCC), you agree that you shall be fully responsible for and shall immediately pay us the amount of any charges, debits, debit memos, fees, and/or penalties charged to us by any airline carrier and/or any GDS system, which relate to your use and/or access to Sky Bird Travel & Tours, Inc.'s system or the GDS system(s). You acknowledge that you are (or shall become) familiar with the prohibited booking practices of the airlines and of the GDS system(s) and you covenant not to engage in such practices. By way of illustration only, such prohibited booking practices include, but are not limited to; practices which cause scans to exceed an average of 500 scans per PNR (i.e. fare scraping), failure to immediately cancel all HX, UN and UC coded segments which are not ticketed, and the breaking of married segments. A complete listing of prohibited booking practices may be found on the Airlines and the GDS system websites.

19. PRIVACY POLICY

Our Privacy Policy is very simple, other than for Sky Bird Travel & Tours, Inc., and its affiliates use and as otherwise necessary to process your order, we do not give out, sell, or otherwise share your (or your clients') information (including name and email address) to any third party without your prior authorization. Please note that, notwithstanding the foregoing, there are certain exceptions to the above where we may be legally required to release your information such as by subpoena, court order, or governmental regulation/investigation.

20. LICENSING

STATES/PROVINCES IN WHICH SKY BIRD TRAVEL & TOURS, INC. (AND/OR ITS' SUBSIDIARIES/AFFILIATED ENTITIES), HAS A REQUIRED LICENSE TO SELL TRAVEL:

- California* Seller of Travel Certificate # 2064537-40
- Florida Seller of Travel Certificate # ST36960
- Ontario Canada - Travel Council of Ontario License # 50018760

*California law requires that certain sellers of travel in the State of California have a trust account or bond. Sky Bird Travel & Tours of California, Inc. has a trust account/with Bank of America. Sky Bird Travel & Tours, Inc. is not a participant in the California Travel Consumer Restitution Fund (TCRF).

Please note that registration as a seller of Travel in California does not constitute approval by the State of California.

21. DATA PROCESSING AGREEMENT

Processing of Company Personal Data: Due to the nature of our mutual businesses, we each process and handle third party data, around which there are strict principles and regulations that must be recognized and agreed to (Data Protection Laws).

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In this section 21, Sky Bird Travel & Tours, Inc. is considered a The Data Controller ('The Company') and you are a Data Processor, and it is understood that:

(I) You shall comply with all applicable Data Protection Laws in the Processing of Sky Bird Travel & Tours, Inc.'s Personal Data; and (II) not Process Company Personal Data other than on the Company's documented instructions.

Processor Personnel: You shall take reasonable steps to ensure the reliability of any employee, agent, or contractor of any Contracted Processor who may have access to the Company Personal Data, including but not limited to:

(I) Ensuring in each case that access is strictly limited to those individuals who need to know and/or access the Company Personal Data, as necessary for the purposes of the Master Agreement; (II) ensuring compliance with Data Protection Laws; and (III) ensuring that all such individuals are subject to confidentiality agreements or professional or statutory confidentiality obligations.

Security: Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall, in relation to the Company Personal Data, implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk. In assessing the appropriate level of security, Processor shall take account of the risks that are presented by Processing, including risks of a Personal Data Breach.

Sub Processing: Processor shall not appoint (or disclose any Company Personal Data to) any Sub-processor unless required or authorized by the Company.

Data Subject Rights: Taking into account the nature of the Processing, Processor shall assist the Company by implementing appropriate technical and organizational measures, inasmuch as possible, for the fulfilment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

Processor shall promptly notify Company if it receives a request from a Data Subject under any Data Protection Law in respect to Company Personal Data; and ensure that it does not respond to that request, except on the documented instructions of Company or as required by Data Protection Laws to which the Processor is subject, in which case Processor shall, to the extent permitted by Data Protection Laws, inform Company of that legal requirement before the Contracted Processor responds to the request.

Personal Data Breach: Processor shall notify Company without undue delay upon Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

Processor shall co-operate with the Company and take reasonable commercial steps as are directed by Company to assist in the investigation, mitigation, and remediation of each such Personal Data Breach.

Data Protection Impact Assessment and Prior Consultation: Processor shall provide reasonable assistance to the Company with any data protection impact assessments and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers as provisions of any Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

Deletion or return of Company Personal Data: Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Company Personal Data (the 'Cessation Date'), delete and procure the deletion of all copies of the Company Personal Data or, at the request of the Company, Processor shall return the Company Personal Data.

Processor shall provide written certification to Company that it has fully complied with this section within 10 business days of the Cessation Date.

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Audit rights: Processor shall make available to the Company on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections by the Company or an auditor mandated by the Company in relation to the Processing of the Company Personal Data by the Contracted Processors.

Information and audit rights of the Company only arise under this section to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Laws.

Data Transfer: The Processor may not transfer or authorize the transfer of Data without the prior written consent of the Company. If personal data processed under this Agreement is transferred, the Parties shall ensure that the personal data is adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on US approved standard contractual clauses for the transfer of personal data.

22. COOKIES

Please read this cookie policy ('cookie policy', 'policy') carefully before using Sky Bird Travel & Tours, Inc.'s Website as it uses 'Cookies'.

What are cookies?

Cookies are simple text files that are stored on your computer or mobile device by a website's server. Each cookie is unique to your web browser. It will contain some anonymous information such as a unique identifier, website's domain name, and some digits and numbers.

What types of cookies do we use?

Necessary cookies, which allow us to offer you the best possible experience when accessing and navigating through our Website and using its features. For example, these cookies let us recognize that you have created an account and have logged into that account to access the content.

Functionality cookies, which let us operate the site in accordance with the choices you make. For example, we will recognize your username and remember how you customized the site during future visits.

Analytical cookies, which enable us and third-party services to collect aggregated data for statistical purposes on how our visitors use the website. These cookies do not contain personal information such as names and email addresses and are used to help us improve your user experience of the website.

How to delete cookies?

If you want to restrict or block the cookies that are set by our Website, you can do so through your browser settings. Alternatively, you can visit internetcookies.org, which contains comprehensive information on how to do this on a wide variety of browsers and devices. You will find general information about cookies and details on how to delete cookies from your device.

23. SERVICE FEES

Sky Bird Travel & Tours, Inc. reserves the right to charge a service fee for actions related to changes to tickets after issuance. Such actions include but are not limited to voiding, reissues and refunds whether voluntarily at the request of the passenger, or involuntarily as a result of a schedule change or a flight cancellation.

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