

Travel Ledger – Terms and Conditions

Version 2: 01 March 23

Introduction

Thank you for visiting travelledger.org, operated by Travel Ledger Limited. Travel Ledger operates and provides the Platform, through which companies in the travel business can track and facilitate the settlement and payment for transactions with connected suppliers and customers, as well as intermediaries, also using the Platform.

These terms and conditions govern use of the Platform and its Services by both prospective and approved Subscribers (and references to the “**Agreement**” shall mean these terms and conditions as applied to individual Subscribers).

Please read this Agreement carefully before submitting a Subscription Application to subscribe to use the Platform and its Services. By clicking “Accept” prospective Subscribers agree to be bound by the provisions of this Agreement and will be "Subscribers" for the purposes of this Agreement, save that Subscribers will not be granted full access to and use of the Platform (and its Services) unless and until their respective Subscription Application has been approved.

In addition to consenting to this Agreement, Subscribers must also read Travel Ledger's Privacy Policy ([as published on the Travel Ledger website](#)), which describes how Travel Ledger processes any personal information collected as part of providing the Platform and/or its Services.

1. Definitions

Unless otherwise defined in this Agreement, capitalised terms shall have the meanings given to them in Schedule 1 to this Agreement.

2. Application and Approval of Subscription

- 2.1 In order to fully access the Platform and its Services, a prospective Subscriber must first complete and submit a registration form and confirm its acceptance of this Agreement following receipt of an email invitation from Travel Ledger, another Subscriber or a Processing Entity.
- 2.2 Provided that the prospective Subscriber has complied with clause 2.1, Travel Ledger will set up a subscription in the relevant Subscriber's company name, granting that Subscriber use of the Platform and its Services (a “**Subscription**”) on the terms set out in this Agreement.
- 2.3 Travel Ledger reserves the right, in its sole and absolute discretion, to refuse to approve any prospective Subscription's application to access and use the Platform and its Services if Travel Ledger has reasonable grounds to believe that the prospective Subscriber does not satisfy all of the eligibility requirements listed below or that the prospective Subscriber may reasonably cause a security or data protection breach. To be considered eligible for a Subscription, a prospective Subscriber:
 - a) must be a company or other legal entity incorporated business, operating within the travel sector;
 - b) must have been invited and sent a link to access the Platform, either by an existing Subscriber, a Processing Entity or Travel Ledger, to become a Subscriber;

- c) must have access to and use at least one of the Supported Payment Services to make a payment transaction and to pay the Subscription Fees; and
- d) must provide Travel Ledger with all information required to successfully verify and approve the Subscription Application, including but not limited to information required to enable Travel Ledger and the relevant Supported Payment Services Provider to satisfy their respective obligations under client identification and anti-money laundering regulations ("**AML Requirements**").

2.4 In submitting a Subscription Application, a prospective Subscriber consents to Travel Ledger using the information provided to conduct, or to arrange for the conduct of checks to verify the identity of the prospective Subscriber and to provide such information to the relevant Supported Payment Services Provider for the purpose outlined in clause 2.3(d) above, as applicable.

2.5 In order to discharge its obligations under anti-money laundering regulations, Travel Ledger may choose to use a third-party to verify a prospective Subscriber's identity. Such information will be shared with the Supported Payment Services Provider to satisfy their AML Requirements. In any such an event, in order for a Subscription Application to be verified, a prospective Subscriber may be required to consent to the terms and conditions of service any such third-party and provide all information and reasonable co-operation required for such third-party to review the Subscription Application on Travel Ledger's behalf.

2.6 Once granted each Subscription shall continue unless and until:

- (a) the relevant Subscriber gives notice to Travel Ledger to terminate its Subscription;
- (b) Travel Ledger gives at least thirty (30) days' notice of termination; or
- (c) the Subscription is otherwise terminated by either Travel Ledger or the relevant Subscriber in accordance with the other terms set out in this Agreement.

2.7 Subscribers shall promptly update their Profiles to reflect changes to any of the information provided by them in such Profiles and shall, in any event, promptly notify Travel Ledger if there are any material changes to the information provided as part of their respective Subscription Applications.

2.8 Subscribers are responsible for making all arrangements necessary to facilitate their access to and use of the Platform and its Services (and associated Profile) and for ensuring that all persons who access the Platform, use its Services, and access and use that Subscriber's Subscription on its behalf are aware of this Agreement and comply with its terms.

3. The Platform and Services

3.1 Where and when a Subscription Application is approved, the relevant Subscriber shall be permitted to use the Platform and its Services in the manner and as described in this Agreement.

3.2 For the purposes of this Agreement and on the Platform, Travel Ledger shall provide approved Subscribers with the following services, as described in more detail on the Platform, (together the "**Services**") in accordance with the service levels described in Schedule 2:

- a) access and use of an online Profile for the purpose of receipt of notifications from and communication with Travel Ledger and/or other Subscribers or Processing Entities;

- b) use of an automated billing platform through which the Subscriber may, acting as either Buyer or Seller:
 - i. submit or receive invoices for payment to or from other Subscribers and agree and consent to payment terms for such invoices using separate Commercial Links;
 - ii. engage with various Processing Entities who may assist with transfer of data and/or payment between Buyer and Seller in respect of a specific invoice (or invoices);
 - iii. pay or arrange payment of such invoices via Supported Payment Services, available through the Platform, and
- c) any additional functionality or services as may be introduced by Travel Ledger from time to time (provided that Travel Ledger may introduce new functionality or services which are subject to additional terms and conditions, which Subscribers will be given an opportunity to accept before they receive such new functionality or services).

3.3 In using the Platform and the Services, each Subscriber acknowledges and accepts that Travel Ledger:

- (a) does not verify or make any representations or warranties as to the credit-worthiness of or suitability of any other Subscribers or Processing Entities as contracting parties; and
- (b) is not a party to any contract for the supply of goods and/or services between those Subscribers (as Buyers and Sellers) or between Subscribers and Processing Entities and is not in any way responsible for the performance (or non-performance) of those contracts (the Platform and the Services it provides only enable those Subscribers and Processing Entities to share data and to facilitate and communicate instructions (to the relevant Supported Payment Services Provider) to make payments between them (and associated invoices and records) due under those contracts); and
- (c) Travel Ledger does not hold any funds on behalf of any Subscriber (or Processing Entity), nor does it initiate a payment instruction. Travel Ledger transmits a Subscriber's payment order to the relevant Supported Payment Services Provider to enable the Supported Payment Services Provider to execute Subscriber's payment transaction.

3.4 Each Subscriber further acknowledges and accepts that, if they engage with any Processing Entity through the Platform:

- (a) it must agree separate terms and conditions with that Processing Entity governing the scope and nature of their relationship, which may include (but not be limited to) authorising the sharing of relevant information or Subscriber Data, and Processing Data with or provided by the Processing Entity, or authorising the Processing Entity to authorise and communicate (through the Platform) instructions to the relevant payment providers to initiate payments (in accordance with the applicable Commercial Links between that Subscriber, the Processing Entity and other Subscribers); and
- (b) it is responsible for any payments or charges payable, including any third party banking and other charges passed on or re-charged, unless explicitly stated otherwise in this Agreement.

- 3.5 Where required, Travel Ledger will provide trouble shooting and technical support to assist Subscribers in resolution of any issues encountered using the Platform and its Services. Travel Ledger shall provide such support in line with the support framework and escalation procedures set out in Schedule 2 (End User Support) to this Agreement.

4. TL Pay

- 4.1 Subscribers may request access to TL Pay, to enable relevant Subscribers to communicate instructions to Support Payment Services Providers to initiate and receive payments between Subscribers through the Platform.
- 4.2 Subscribers recognise and accept that the Supported Payment Services that can be accessed through TL Pay are provided by the relevant Supported Payment Services Provider(s) (not by Travel Ledger) and its/their use is subject to separate agreements or terms of use, being the applicable Supported Payment Services Provider Terms of Business (which Subscribers will need to accept before they can use that service) and/or any other terms and conditions notified to Subscribers by Travel Ledger.
- 4.3 Supported Payment Services Providers may also require Subscribers to satisfactorily complete their Know Your Business/AML Requirements before their Supported Payment Service can be used and Subscribers consent to Travel Ledger conducting, or arranging for the conduct of necessary checks and/or providing such information to the relevant Supported Payment Services Provider for the purpose of carrying out (directly or through third parties) such know your business/AML Requirements checks. Subscribers shall promptly notify Travel Ledger if there are any material changes to the information provided as part of their respective TL Pay applications.
- 4.4 In the event that, under a Commercial Link, a Subscriber has agreed to make payments (which may include refunds) using any Supported Payment Service, that Subscriber shall be responsible for ensuring that the relevant account or service holds or gives access to (at all relevant times) sufficient funds to meet those payments in good time to meet the applicable settlement date(s) for those payments and that it can comply with any other requirements and obligations set out in the applicable agreement or terms of use as outlined in clause 4.2 above.
- 4.5 Travel Ledger shall not be responsible in any way for ensuring that any Subscriber holds or has access to (at any relevant time) sufficient funds to meet the requirements of any Commercial Link.

5. Security

- 5.1 The Platform and its Services shall be provided by Travel Ledger in accordance with the security standards and measures published on the Platform from time to time.
- 5.2 Without prejudice to clause 5.1, Travel Ledger shall carry out:
- (a) annual penetration testing both internally and externally using an independent accredited testing company and will publish a summary of the results of such tests on the Platform; and
 - (b) quarterly vulnerability scanning of the Platform and its perimeter using a recognised and reputable vendor/product. The output from these scans will be used to demonstrate a regular patching regime and details shall be published on the Platform.

- 5.3 Each Subscriber shall, in using the Platform and its Services, adhere to the security standards and controls notified to Subscribers by Travel Ledger from time to time.
- 5.4 A Subscriber may create, choose, or be provided with, a user identification code, password and/or any information or features required to identify any users of the Subscriber who are authorised to access its Profile and/or Subscription as part of Travel Ledger's security procedures (together "**Security Information**"). Where a Subscriber user seeks to access that Subscriber's Profile and/or Subscription, Travel Ledger will check the identity of the relevant user using the applicable Security Information (and any other identification measures Travel Ledger may implement). Where a user enters the correct Security Information, Travel Ledger will be entitled to assume that the corresponding Subscriber is communicating or giving instructions (and that the relevant user is authorised to communicate or give such instructions on behalf of that Subscriber) and that Subscriber will be liable for those instructions, except to the extent provided for in clause 5.6 below.
- 5.5 Subscribers must keep (and shall ensure that their respective users keep) Security Information secret and make sure that they are not stored in a way that enables others who are acting without the Subscriber's authority to access them or impersonate the Subscriber.
- 5.6 Unless and until a Subscriber informs Travel Ledger of any suspicion that someone else, who is acting without relevant Subscriber's authority, knows the Security Information or can use the Platform or its Services by impersonating the Subscriber (or a user of that Subscriber):
- (a) the Subscriber will be responsible for any instruction which is communicated or which Travel Ledger receives (through the Platform) and acts upon where the instruction purports to have been given by that Subscriber (or its legitimate users), even if it was not given by Subscriber (or such a user); and
 - (b) Travel Ledger will not be responsible for any unauthorised access to confidential information about the Subscriber in that Subscriber's Profile or in respect of that Subscriber's Subscription.
- 5.7 Notwithstanding the above, Travel Ledger can refuse to communicate or act on any instruction that it reasonably believes: (a) was or is unclear; or (b) was or is not given by the relevant Subscriber or someone acting on Subscriber's behalf with its authority; or (c) might cause Travel Ledger to breach a legal or other duty; or (d) if Travel Ledger believe the Platform or its Services are being used for an illegal purpose; or (e) the relevant Subscriber no longer holds the necessary licences, authorisations, permissions and/or other consents.

6. Fees

- 6.1 Subscribers shall be responsible for paying Travel Ledger the Subscription Fees, in accordance with this clause 6 and the individual fee plan agreed between the Subscriber and Travel Ledger via Subscriber's Profile (the "**Fee Plan**") upon Travel Ledger's approval of the Subscriber's Subscription Application. The Subscription Fees shall, unless otherwise agreed by Travel Ledger in writing, be payable in advance in accordance with the timeline specified in the Subscriber's Fee Plan. Subscription Fees are non-refundable and no part of them shall be repayable, even if the relevant Subscriber's Subscription is suspended or terminated for any reason (except where provided for in clause 14.2).
- 6.2 In addition, Subscribers shall also be responsible for paying Travel Ledger the Transaction Fees, in accordance with this clause 6. Transaction Fees shall be payable (without any deductions or set off) on or after the associated transactions take place, as required in accordance with both the Subscriber's Fee Plan and the "Fees" section on the Platform, updated from time to time (the "**Fees Section**").

- 6.3 Unless otherwise agreed by Travel Ledger the Subscription Fees and the Transaction Fees shall be paid in the applicable currency (or currencies) specified in the Subscriber's Fee Plan.
- 6.4 The Subscription Fees and the Transaction Fees shall be paid using TL Pay.
- 6.5 Subscription Fees shall be payable in full, and without any deductions or set off, by the agreed mechanism and within the agreed timeline specified in the Subscriber's Fee Plan.
- 6.6 Subscribers shall raise any disputes with any charge for, deduction(s) of or invoice(s) in respect of any Subscription Fees and/or Transaction Fees within thirty (30) days of the relevant charge or deduction being made or invoice being issued. In the event of any such dispute Travel Ledger and the relevant Subscriber shall work together in good faith to promptly resolve that dispute.
- 6.7 Unless expressly stated otherwise the Subscription Fees and the Transaction Fees are stated exclusive of any applicable value added, sales or similar taxes, which shall (where applicable) be payable in addition (to the Subscription Fees and/or the Transaction Fees, as the case requires) by Subscribers.
- 6.8 In the event that a Subscriber is required, under an applicable local law, to make any withholding in respect of any payment of any Subscription Fees and/or Transaction Fees, that Subscriber shall be required to gross up the payment such that the amount actually received by Travel Ledger is equal to the amount that Travel Ledger would have received had there been no such withholding.
- 6.9 Unless otherwise expressly stated otherwise the Subscription Fees and the Transaction Fees do not include, and Subscribers shall remain responsible for, any banking and other similar charges imposed on payment transactions by the Supported Payment Services Provider.
- 6.10 Subscribers will be notified of any changes to the Subscription Fees and/or the Transaction Fees via the email address associated with the Subscriber's Profile. Travel Ledger shall give at least sixty (60) days' notice of any changes to the Subscription Fees and/or the Transaction Fees.
- 6.11 Travel Ledger shall be entitled to charge interest on any Subscription Fees and/or Transaction Fees that are not paid within the relevant payment period specified in the Fee Schedule (save where and to the extent that the relevant Subscriber has, in good faith, disputed the relevant fees), at the rate of 5% (five percent) above the then applicable base rate set by the Bank of England, from the due date for payment until payment in full is received.
- 6.12 Without prejudice to clause 6.11, Travel Ledger may suspend a Subscribers access to and use of the Platform (or parts of it) if that Subscriber persistently fails to pay the Subscription Fees and/or the Transaction Fees by the relevant due date or at all.
- 6.13 For the avoidance of doubt, the Subscription Fees and the Transaction Fees relate only to the Services provided by Travel Ledger and each Subscriber shall (separately and in addition) be responsible for (a) any related telecommunications charges, or other charges for the time spent accessing the Platform and/or its Services via the Internet or any other relevant network; (b) any charges or fees levied by any trade associations of which the Subscriber is a member; (c) any charges or fees levied by any Processing Entities with whom the Subscriber engages through the Platform and/or (d) any other banking or other payment charges and fees including those charged by Subscriber's bank, or, as set out in the relevant Payment Services Provider's Terms of Business.

7. Representations and Warranties

7.1 By agreeing to the terms of this Agreement and entering into a Subscription, Subscribers individually represent and warrant that:

- (a) their users who access the Platform (using the Security Information) are authorised to do so and to communicate or issue the instructions given by them on behalf of the Subscriber (including payment instructions communicated to the relevant payment provider through the Platform);
- (b) all information provided by them (or on their behalf by a Processing Entity) to Travel Ledger (whether as part of the Subscription Application or otherwise) and/or to the Supported Payment Services Provider is (and will remain) complete, true, up-to-date and accurate in all respects;
- (c) they will not use the information posted on the Platform by other Subscribers and/or Processing Entities for any purpose other than receiving the Services and the transfer of data and/or the facilitating of payments between or through them, in accordance with the applicable Commercial Link(s) the Subscribers have in place with those other Subscribers and/or Processing Entities;
- (d) if they use (or permit the use of) the Platform for or on behalf of any Associated Entities, they are authorised to do so (by such Associated Entities) and that the terms of this Agreement shall be binding on such Associated Entities; and
- (e) they hold, and will maintain and will act in accordance with, all other necessary licences, authorisations and permissions required in order to access and use the Platform and Services in the manner described in this Agreement.

8. Data Protection

Each Subscriber and Travel Ledger shall (a) comply with all of its respective obligations under the Data Protection Laws and (b) as applicable, the Data Protection Addendum.

9. Intellectual property rights

9.1 Subject to the terms of this Agreement, each Subscriber grants to Travel Ledger a non-exclusive, non-transferable, revocable, royalty free licence to:

- (a) publish that Subscriber's Profile (including Subscriber's name and/or logo) on the Platform;
- (b) distribute the invoices and any other data inputted into the Platform by the Subscriber to other relevant Subscribers and Processing Entities, in each case where and to the extent necessary to provide the Services (and in accordance with fulfilling the relevant Commercial Links that Subscriber has with the other relevant Subscribers and/or Processing Entities);
- (c) to use its data, in an anonymised form and aggregated with the anonymised data of other users of the Platform to improve the functionality and services provided through the Platform and for developing new or additional services; and
- (d) provide the Subscriber's data to other third parties where and to the extent necessary as part of any additional services that may become available on or through the Platform that the Subscriber signs up to.

9.2 Travel Ledger is (and shall remain) the owner of all intellectual property rights in the Platform and its Services, and in the material published on it (save for invoices and data inputted to the Platform by Subscribers and/or Processing Entities). All such rights are reserved.

9.3 As between Travel Ledger and each Subscriber, the relevant Subscriber is (and shall remain) the owner of all intellectual property rights in its Subscriber Data.

9.4 Subscribers acknowledge and agree that Travel Ledger may publish (on the Platform) key performance data for each Subscriber and other general information about each Subscriber's use of the Platform (such as the period of time that the Subscriber has held a Subscription).

10. Service Usage Restrictions

10.1 Subscribers undertake not to:

- (a) use the Platform and/or its Services to harvest or collect email addresses or other financial, personal or contact information of other users from the Platform by electronic or other means for the purposes of sending unsolicited communications or inviting any person to engage with Subscriber businesses outside the Platform;
- (b) use any Processing Data or any Subscriber Data (in the latter case where input by another Subscriber) for the purpose of marketing to or re-targeting any business;
- (c) use the Platform or Service in any manner that could damage, disable, overload or impair the Platform or the Service;
- (d) use automated scripts to collect information from or otherwise interact with the Platform;
- (e) impersonate any person or entity, create a false identity in relation to the Platform and/or its Services or falsely state or otherwise misrepresent another user;
- (f) use or attempt to use another Subscriber's or Processing Entity's Profile or Subscription without authorization to do so; and/or
- (g) solicit personal information from anyone under 18 years old or solicit passwords or personally identifying information for commercial or unlawful purposes.

10.2 Subscribers undertake not to input, upload, post, transmit or otherwise make available on the Platform any information, content or other materials which, or otherwise use the Platform and Services in any manner which:

- (a) that Subscriber does not own or does not otherwise have permission to input, upload, post, transmit or otherwise make available;
- (b) is, or Travel Ledger reasonably considers is, unlawful, defamatory, infringing of any intellectual property rights, abusive, inflammatory, harassing, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- (c) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and/or
- (d) contains Personal Data beyond that necessary for the Subscriber to use the Platform and Services in the manner described in this Agreement.

10.3 Travel Ledger shall be entitled to remove, delete or block any information, content or other materials which a Subscriber inputs, uploads, posts, transmits or otherwise makes available on the Platform in contravention of clause 10.2 and/or suspend the Subscriber's use of the Platform if that Subscriber fails to otherwise comply with that clause.

10.4 If a Subscriber uses (or permit the use of) the Platform for or on behalf of any Associated Entities, that Subscriber shall be responsible for the payment of any Subscription Fees and

Transaction Fees arising and for the compliance of such Associated Entities with the terms of this Agreement (and references to the "Subscriber" shall be construed accordingly in that context). Travel Ledger shall not be directly liable to any Associated Entities, save where and to the extent that they separately become Subscribers.

- 10.5 Subscriber agrees to indemnify and hold harmless Travel Ledger (and its directors, officers, agents, contractors, partners and employees) from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable legal fees and expenses arising out of or in connection with any breach by that Subscriber of its warranties and/or obligations under clauses 7.1(a), 7.1(b), 7.1(c) and 7.1(d).
- 10.6 Travel Ledger welcomes use of 'links' to app.travelledger.org, but Subscriber may not include a link to any other page(s) of the Platform. Subscriber must not display the contents of the Platform (or any page from it) or allow it to be displayed, surrounded or framed or otherwise surrounded by material not originating from Travel Ledger without Travel Ledger prior written consent. If Subscriber wishes to make any use of material on the Platform other than that set out above, please contact Travel Ledger at hello@travelledger.org.

11. Service Warranties and Disclaimers

- 11.1 Subject to the rest of this clause 11, Travel Ledger warrants that the Platform will operate materially in accordance with and will provide the functionality described on the Platform in all material respects.
- 11.2 Notwithstanding clause 11.1, Travel Ledger does not guarantee, warrant or represent that the Platform and/or the Services is/are virus free or that their operation will be continuous, uninterrupted or error-free.
- 11.3 The information provided via the Platform is intended solely for use by persons and organisations who are prospective or approved Subscribers or Processing Entities (as the case may be). The Platform is not intended for distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would be contrary to any applicable law.
- 11.4 Save where expressly stated otherwise in this Agreement, the Platform, its Services and the Subscriber Data, Processing Data and all other information on the Platform, is provided "as-is" and) Travel Ledger disclaim and exclude any and all representations, warranties, conditions or other terms, whether express or implied, including without limitation implied representations, warranties, conditions or other terms as to merchantability, satisfactory quality, fitness for a particular purpose or non-infringement. Neither the Platform, nor its Services, nor the Subscriber Data or Processing Data can be relied upon by Subscriber or any third party as a guarantee of any particular result, nor does the Platform or its Services or any Subscriber Data or Processing Data constitute any form of advice, recommendation or endorsement by Travel Ledger. Neither the Platform, nor its Services, nor the Subscriber Data or Processing Data is intended by Travel Ledger to be relied upon by Subscriber as the basis for making (or refraining from making) any specific decision.
- 11.5 Each Subscriber is responsible for (and Travel Ledger shall not have any liability for or responsibility for verifying) ensuring that the Subscriber Data it publishes, posts, uploads or transmits on or through the Platform is complete, true, accurate and up-to-date.
- 11.6 The Platform may contain links to other Internet sites and contact details for services provided by others. The availability of such third-party sites, services or material does not constitute any form of recommendation, advice, endorsement or publication of any such third-party sites, services or material and Travel Ledger is not responsible for their availability or information.

12. Liability

- 12.1 To the extent permitted by applicable law, Travel Ledger shall only be liable to a Subscriber (under or in relation to this Agreement, whether in contract, tort or otherwise) for any loss or damage which results as a directly foreseeable consequence of Travel Ledger's breach of this Agreement.
- 12.2 Subject to clauses 12.3 and 12.4, Travel Ledger's liability to a Subscriber in respect of that Subscriber's use of the Platform and the Services or otherwise arising out of or under this Agreement (whether in contract, tort or otherwise), in any twelve (12) month period, shall be limited to the value of the Subscription Fees and Transaction Fees paid by that Subscriber to Travel Ledger under this Agreement in that twelve (12) month period.
- 12.3 Subject to clause 12.4, Travel Ledger shall not be liable for any indirect, incidental, special, punitive or consequential damages or for any loss of business, loss of profits, loss or corruption of data, loss of goodwill or reputation caused by any act or omission by Travel Ledger (or its subcontractors and/or the Supported Payment Service Provider) under or in relation to this Agreement, even if Travel Ledger has been advised of the possibility of such loss or damage.
- 12.4 Nothing in this Agreement shall limit Travel Ledger's liability for personal injury or death or for any other liability which may not be excluded by applicable law.
- 12.5 For the avoidance of doubt, a Subscriber's use of any Supported Payment Service is subject to the relevant Supported Payment Service Provider Terms of Business between Subscriber and the relevant Supported Payment Services Provider. Travel Ledger is not responsible for or liable for any claims relating to or arising out of the performance (or non-performance) of any such separate contracts.

13. Force Majeure

No party shall be liable for any failure or delay in the performance of any obligation under this Agreement (except any payment obligation) if that party is prevented from performing or timely performing its obligations under this Agreement by reason of any act, event or omission that is beyond the reasonable control of a party including but not limited to strike, lock-out, labour dispute, act of God, war, riot, civil commotion, act of terrorism, military operations, malicious damage, compliance with a law or governmental order, rule, regulation or direction, pandemic, epidemic, restrictions due to the spread or possible spread of disease among humans or animals, accident, breakdown of plant or machinery, fire, flood, storm, any cyber attack or similar assault on the technology of either party.

14. Suspension and Termination

- 14.1 Travel Ledger may suspend a Subscriber's use of the Platform and/or any of the Services:
 - (a) where that individual Subscriber suffers an Insolvency Event, or has or is reasonably suspected of having committed a breach of any of clauses 5, 7 or 10;
 - (b) in accordance with clause 6.11 in the event of persistent or late payment of Subscription Fees and/or Transaction Fees;
 - (c) in the case of access to a Supported Payment Service, if the relevant Supported Payment Services Provider ceases to hold the necessary permissions and authorisations (or such permissions or authorisations are suspended); and/or

- (d) if a Supported Payment Service Provider suspends Subscriber's access to the relevant Supported Payment Service.

14.2 Where a Subscriber cancels or terminates its Subscription the Subscriber shall remain liable for any Subscription Fees and/or Transaction Fees falling due or (in the case of Transaction Fees) applicable to the period prior to the end of its Subscription and (save where provided in the following sentence) Travel Ledger shall not be required to refund any Subscription Fees paid or payable by the Subscriber prior to the effective date of such cancellation or termination date (whether in full or on a pro-rata basis) even if any of such Subscription Fees relate to any period after the cancellation or termination date. If Travel Ledger terminates a Subscription pursuant to clause 2.6, Travel Ledger shall reimburse the relevant Subscriber for any part of the Subscription Fees paid which relates to the period after termination.

14.3 On termination of this Agreement, any Supported Payment Services the Subscriber uses shall cease and the relevant Supported Payment Services Terms of Business shall automatically terminate. Any funds held by the Supported Payment Services Provider shall be returned in accordance with the relevant Supported Payment Services Terms of Business. Termination of any Supported Payment Services Terms of Business shall not automatically terminate this Agreement.

14.4 Any cancellation or termination of the Subscription (by either Subscriber or Travel Ledger) shall not affect any separate subscription or agreement made (whether via the Platform or otherwise) between:

- a) Travel Ledger and any other Subscriber and/or Processing Entity;
- b) the relevant Subscriber and any other Subscriber and/or Processing Entity; or
- c) any payment instructions communicated (to the relevant payment provider) through the Platform prior to the receipt of the cancellation/termination notification,

as the case may be.

14.5 Travel Ledger may terminate a Subscription and this Agreement (as it applies to a specific Subscriber) immediately by giving notice in writing to the relevant Subscriber, at any time, in the event that:

- (a) the relevant Subscriber suffers an Insolvency Event or breaches any of clauses 5, 7 or 10 of this Agreement;
- (b) the relevant Subscriber is in material breach of any provision of this Agreement and fails to remedy such breach within thirty (30) days of Travel Ledger's written notice to do so; and/or
- (c) Travel Ledger suspects that the relevant Subscriber has used the Platform and/or its Services, or intends to use the Platform and/or its Services, for the purpose of an illegal activity.

14.6 Following termination of this Agreement, without prejudice to any accrued rights and obligations of the parties Travel Ledger will provide Subscriber with limited access to the Platform and Subscriber Profile for a period of seven (7) days to download any of its Subscriber Data. Upon the expiry of that seven (7) day period, Subscriber access to the Subscriber Profile and the Service will be terminated and Travel Ledger will have no obligation to store or provide Subscriber with access to any information relating to Subscriber activity on the Platform (although such information (including Subscriber Data) may be

retained by Travel Ledger following termination, in line with the retention periods outlined in its Privacy Policy).

- 14.7 For the avoidance of doubt, termination of this Agreement shall constitute termination of the Subscription thereunder.

15. Notices

- 15.1 Except as otherwise expressly provided in this Agreement, any communication in writing may be given:

- (a) by post to the last known postal address that Travel Ledger hold for the relevant Subscriber or the Subscriber holds for Travel Ledger;
- (b) by email to legalnotices@travelledger.org (when sent to Travel Ledger); or
- (c) by the relevant party posting the communication through the Platform to the other party.

- 15.2 Communications sent:

- (a) by post will be treated as received by Subscriber three (3) Business Days after posting;
- (b) by email they will be treated as received immediately upon sending, so long as Travel Ledger do not receive notice of non-transmission or non-receipt;
- (c) via Subscriber Profile or on the Platform will be treated as received by Subscriber when it is posted by Travel Ledger.

16. Amendments

- 16.1 Travel Ledger may make changes to the Platform and Services from time to time, amongst other things to improve the performance and the functionality of the Platform and/or the Services. Such changes may include changes to the security requirements of the Platform and/or Services or which Subscribers are required to follow in order to access and use the Platform. Travel Ledger will use reasonable endeavours to notify Subscribers of any such changes which are material and directly affect Subscribers use of the Platform and its Services, through the Platform. The terms of clauses 16.2 and 16.3 shall not, for the avoidance of doubt, apply to any such changes.

- 16.2 Without prejudice to its rights under clause 16.1, Travel Ledger may also amend the specific terms and conditions set out in this Agreement (as it applies to each Subscriber), which it shall do in each case by giving each Subscriber notice via the email address associated with the relevant Subscriber's Profile.

- 16.3 Travel Ledger will use reasonable endeavours to give Subscribers at least ten (10) calendar days' notice before making changes to these terms and conditions (pursuant to clause 16.2), but may implement the changes sooner if they need to be implemented more quickly. If a Subscriber continues to use the Platform and/or its Services after Travel Ledger have given such notice, the relevant Subscriber will be deemed to have accepted the change. If a Subscriber is not happy with any changes to this Agreement, that Subscriber may terminate its Subscription (and this Agreement) by notifying Travel Ledger at the email address legalnotices@travelledger.org. The relevant Subscriber's and use of the Platform will be terminated on receipt of any such notification.

17. General

- 17.1 This Agreement is governed by English law and the courts of England and Wales will have (and each party submits to the) exclusive jurisdiction to settle any disputes that may arise out of or in relation to this Agreement.
- 17.2 Nothing in this Agreement is intended to confer any benefit on any person who is not a party to this Agreement, including any Associated Entities, and no third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 17.3 If any part of this Agreement is found to be illegal, invalid or unenforceable by any court of competent jurisdiction or regulatory authority, the remainder shall continue in full force and effect. No single or partial exercise, or failure or delay in exercising any right, power or remedy by either the relevant Subscriber or Travel Ledger shall constitute a waiver by Travel Ledger of, or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.
- 17.4 A Subscriber shall not be entitled to assign or transfer any of that Subscriber's rights or obligations under this Agreement.
- 17.5 Travel Ledger may assign, transfer or novate any of its rights and obligations under this Agreement, without needing the consent of Subscribers.

Schedule 1 – Definitions

1. Definitions

- 1.1 The following capitalised words and phrases used in this Agreement shall have the following meanings:

"Associated Entity" means any branch of or affiliated company of a Subscriber;

"Auto-Renewal Period" has the meaning given to it in clause 2.6 of this Agreement;

"Buyer" means a Subscriber who has (at the applicable time) contracted with a Seller (for that Seller) to provide travel related services, whether or not those services have been provided at the applicable time, and who has [agreed with that Seller through a Commercial Link] to use the Platform to support the invoicing and payment for those services;

"Commercial Link" means an agreement made on the Platform between:

- a) a Buyer and a Seller; or
- b) a Buyer, a Seller and a Processing Entity,

to which each relevant party (whether Buyer, Seller or Processing Entity) shall provide requisite consent within or outside the Platform and shall therefore be bound, and which shall relate to the nature and mechanism of Buyer's payment for services contracted from the Seller (and, if applicable, any involvement of the Processing Entity in transfer of data and/or payment between Buyer and Seller to facilitate the same);

"Data Protection Addendum" means the data protection addendum, published on travelledger.org, which is a separate document to (but forms part of) this Agreement;

"Data Protection Laws" means, for these purposes, to the extent applicable (i) the EU Data Protection Directive 95/46/EC and the EU Directive on Privacy and Electronic Communications 2002/58/EC, (ii) the EU General Data Protection Regulation 2016/679 (and any implementing legislation thereof) ("**GDPR**"), (iii) any replacements for such legislation in the UK following the UK's exit from the EU; and (iv) all other applicable laws and regulations relating to data protection and privacy in any relevant jurisdiction. The terms "Personal Data", "Data Controller" and "Data Subject" have the meanings given to those terms in the GDPR;

"Fee Plan" has the meaning given to it in clause 6.1 of this Agreement;

"Fees Section" has the meaning given to it in clause 6.2 of this Agreement;

"Initial Term" has the meaning given to it in clause 2.6 of this Agreement;

"Insolvency Event" means an event where the relevant party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; the relevant party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors; the relevant party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986; a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the relevant party; an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the relevant party; the holder of a qualifying floating

charge over the assets of the relevant party has become entitled to appoint or has appointed an administrative receiver; a person becomes entitled to appoint a receiver over all or any of the assets of the relevant party or a receiver is appointed over all or any of the assets of the relevant party; a creditor or encumbrancer of the relevant party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the relevant party's assets and such attachment or process is not discharged within fourteen (14) days; any event occurs, or proceeding is taken, with respect to the relevant party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; or the relevant party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

"Platform" means the automated billing, reconciliation and settlement platform specific to the travel industry and designed to provide a single, shared and authenticated data repository (or ledger) for Buyers and Sellers of travel services to track their transactions with other Subscribers and Processing Entities via a unified system;

"Processing Data" means any data, invoices and other materials inputted, uploaded or posted into or on the Platform by a Processing Entity;

"Processing Entities" mean entities, other than a Buyer or Seller, who use the Platform and its Services to facilitate the transfer of data and/or payment between a Buyer and Seller for the purpose of satisfaction of a Commercial Link or any other agreement made between the Buyer, Seller and / or one of those entities as the case may be (and who set their own rules and terms for their actions on the Platform (as between them and relevant Buyers and Sellers), in such Commercial Links or other agreements);

"Profile" means a profile set up by a company on the Platform;

"Response Time" has the meaning given to it in paragraph 6 of Schedule 2 (End User Support) to this Agreement;

"Security Information" has the meaning given to it in clause 5.2 of this Agreement;

"Seller" means a Subscriber who has (at the applicable time) contracted with a Buyer to provide travel related services, whether or not those services have been provided at the applicable time, and who has agreed with that Buyer through a Commercial Link to use the Platform to support the invoicing and payment for those services;

"Services" has the meaning given to it in clause 3.2 of this Agreement;

"Subscriber" means any company which submits a Subscription Application to Travel Ledger to subscribe to the Platform and its Services;

"Subscription" has the meaning given to it in clause 2.2 of this Agreement;

"Subscription Fees" means the amounts payable by a Subscriber in respect of its Subscription and its use of the Platform, as set out in Fees Section and the [Subscriber's Fee Plan as published on the Travel Ledger website](#);

"Subscription Application" means an application to subscribe to Travel Ledger's Platform and Services made via the relevant company's Profile;

"Subscriber Data" means any data, invoices and other materials inputted, uploaded or posted into or on the Platform by a Subscriber (or by a Processing Entity on behalf of a specific Subscriber);

"Support Desk" has the meaning given to it in paragraph 2 of Schedule 2 (End User Support) to this Agreement;

"Support Service" has the meaning given to it in paragraph 1 of Schedule 2 (End User Support) to this Agreement;

"Supported Payment Services" means any of the payment methods identified in the [Payment partners page](#) in respect of which and to the relevant providers of which a Subscriber's payment instructions to make payments may be communicated (through the Platform API);

"Supported Payment Services Provider" means the entity authorised to provide one or more of the Supported Payment Services;

"Supported Payment Services Provider Terms of Business" means the agreement provided by the relevant Supported Payment Services provider setting out the terms on which the particular Supported Payment Services may be used;

"TL Pay" means the facility to send payment instructions to one or more Supported Payment Services Provider integrated with the Platform;

"Transaction Fees" means those fees, as set out in the Fees Section, which are payable in respect of specific types of transactions undertaken on or in respect of which instructions are issued through the Platform; and

"Travel Ledger" means Travel Ledger Limited, a limited company registered in England and Wales with Company No. 11626262 whose registered office is at 162-164 Upper Richmond Road, London SW15 2SL, United Kingdom.

Schedule 2 – Service Levels and End User Support

1. Support organisation

Travel Ledger will provide Subscribers with access to a support service, in order to maintain and facilitate the resolution of defined system operability issues in respect of the Platform and its Services (the "**Support Service**"), as set out in this Schedule 2 (End User Support) to the Agreement.

2. Support Desk Hours

Subscribers will be able to access the Support Service by contacting the support desk (the "**Support Desk**").

The Support Desk will be available for Subscribers to contact the Support Service in respect of support issues in relation to the Platform from 09:00-17:00 Monday to Friday (BST).

Subscribers will be able to contact the Support Desk via email at support@travelledger.org.

3. Scope of the Support Service

The Support Service shall assist Subscribers in relation to the following issues, in respect of the Platform and its Services:

- a. general service access issues
- b. unexpected system features that do not operate as per the defined Services
- c. transaction processing, including file upload service access issues or a system failure in respect of the capture and settlement process provided by the Platform

4. Exclusion to the scope of the support service

Issues in relation to the following are not within the scope of the Support Service provided to Subscribers:

- a. end user hardware
- b. end user internet access
- c. disputes between Buyers and Sellers relating to any transactions or Commercial Links processed via the Platform
- d. incorrectly uploaded file formats or erroneous contents

5. Supporting Materials

As part of the Support Service, the Subscriber shall have access to the following support resources in respect of the Platform and its Services:

- a. Platform user guides available for download

- b. an online wiki provided to guide Subscribers through the process of onboarding onto the Platform, setup of Commercial Links, and transaction processing
- c. tool tips available on the Platform to provide interactive guidance through the user journey

6. Response times

Travel Ledger will use commercially reasonable endeavours to ensure that Subscriber support issues are dealt with in line with the response times outlined in this paragraph 6 (the "**Response Times**").

Subscribers acknowledge and accept that the Response Times are indicative only and Travel Ledger makes no assurances as to the resolution of Subscriber support issues by the Support Service within the Response Times listed.

Fault Classifications	Response Time	Target Time to Fix	Escalation
Critical - Platform and / or Services down or unusable through failure of one or more areas of core functionality	30 minutes	8 hours	Immediately
High - A major part of the Platform and / or Services down or largely unusable through failure of one or more areas of core functionality	1 hour	24 hours	After best attempt
Medium - A problem exists but there is a way to continue processing	4 hours	72 hours	After best attempt
Low - cosmetic changes or a problem has no significance on day-to-day processing	8 hours	None	After best attempt

7. Support process

Subscriber support issues raised via the Support Desk will be dealt with in line with the support process described below:

- a. Subscriber will log the support issue via email at support@travelledger.org.
- b. The Support Desk will generate an automated response to the Subscriber's support issue, with a support ticket number.

- c. A support operative will be assigned to the support ticket and will make contact with the Subscriber initially via email, in an attempt to diagnose and resolve the support issue related to the support ticket.

8. Escalation

In respect of issues which cannot be resolved using the support process described at paragraph 7 of this Schedule 2 (End User Support), the Support Service may seek to resolve the relevant support issue in one of the following ways:

- a. The Support Desk will escalate unresolved Platform issues to experts within the Travel Ledger organisation for further analysis and attempted resolution.
- b. Service disruption issues relating to 3rd party systems will be escalated to the relevant 3rd party support organisation.
- c. Major system issues and disruption to the Platform and its Services will be escalated to the senior management of Travel Ledger.

9. Notifications

Subscribers will be notified of any major systems issues in respect of the Platform and its Services and / or any planned maintenance via updates displayed on the Platform's home page.

10. Maintenance

Travel Ledger may need to limit or suspend use of the Platform from time to time, in order to undertake planned or emergency maintenance of the Platform.

Where any planned maintenance of the Platform is required, such planned maintenance will be performed outside of the support hours set out in paragraph 2 above.

Where any emergency maintenance of the Platform is required, such emergency maintenance will be performed as quickly as possible and Travel Ledger shall use reasonable endeavours to provide at least sixty (60) minutes notice of such maintenance to Subscribers via the Platform.