

Application Form for Use of Amadeus Reservation System

Application Form No. (for official)

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Date of Application Form

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(1) Name and Address of the Service User

Company..... Juristic Person Registration no.....
Authorized person.....Position.....
Office no.....Building.....Floor.....Unit no..... Trok/Soi.....
Road.....Sub-District/Kwaeng.....District/Khet.....
Province.....ZipCode.....Telephone.....
Financial Department Tel.....Fax.....Email.....

(2) Current Address or Address for the Delivery of Documents (if same as (1), then no need to specify)

Office no.....Building.....Floor.....Unit no..... Trok/Soi.....
Road.....Sub-District/Kwaeng.....District/Khet.....
Province.....ZipCode.....Telephone.....
Financial Department Tel.....Fax.....Email.....

(3) Agency Profile Information

Specify the details of the applicant in English to create a database for the use of Amadeus Reservation System

Agency Name.....
Address.....
.....
.....
Zip Code.....
Telephone No
Fax No.....
Email Address.....

(4) Details regarding the Use of Service

The Service User agrees to use Amadeus Selling Platform Connect (Basic Pack) forUser with the details as follows:

(specify the details in English)

Choose how user receive One Time Password (OTP): Email Address Mobile Phone

No.	Name – Last name	Email Address for Reset Password and receive OTP	
		Mobile Phone for receive OTP	
		Email:	
		Mobile:	
		Email:	
		Mobile:	
		Email:	
		Mobile:	
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		Mobile:	

(5) Rules for the Use of Amadeus Reservation System

The Service User agrees to use Amadeus Reservation System under the conditions and terms set forth by Thai-Amadeus as follows:

1. The Service User shall provide equipment that complies with the standard and possess the characteristics appropriate for the use of Amadeus Reservation System;

2. The Service User shall use Amadeus Reservation System for the purpose of checking information on flight schedule and number of available seats ready for service (availability) of airlines participating in Amadeus Reservation System, including information on fare and other travel information as agreed in accordance with the conditions and terms hereunder only. In this regard, the Service User shall only use the information obtained by delivery into Amadeus Reservation System for the following purposes:

(1) Reservation of airline seats, hotels, car rental companies, train companies, insurance, tourism operators, or other suppliers for products or related services, which Thai-Amadeus agrees to procure the service of information distribution through Amadeus Reservation System in accordance with the law, rules, and/or regulations of airlines;

(2) Dissemination of flight schedule and travel information;

(3) Issuance of appropriate fare quotation as appropriate;

(4) For record of the Service User's accounting information; and

(5) For other services relating to travel.

“ **Service Provider**” means airlines, hotels, car rental companies train companies, tourism business operators, or suppliers for products or other related services, which Thai-Amadeus agrees to procure the service of information distribution through Amadeus Reservation System.

3. The Service User shall not use Amadeus Reservation System in a manner that contravenes the law, or use Amadeus Reservation System for:

(1) Reservation of seats for inappropriate profit;

(2) Reservation of seats based on possibility of future needs;

(3) Inappropriate creation or amendment to the record;

(4) Submission of personal information, except through the Electronic Mail System;

(5) Disclosure of Amadeus Reservation System to a third party, except to the staff and consultants of the Service User who entered into non-disclosure agreement that covers Amadeus Reservation System;

(6) Provision of service or training of a third party in the use of Amadeus Reservation System;

(7) Development or dissemination of recommendations on reservation, issuance of tickets for the sale of goods or customs;

(8) Use of Amadeus Reservation System for any purposes prohibited under this Agreement or which contravene the rules, regulations of the Service Provider or other relevant service providers, or use of Amadeus Reservation System in connection to which is illegal and contravenes the public order and good morals.

In case Thai-Amadeus or a third party suffers any damage, the Service User shall solely take responsibility for any damage occurred.

4. The Service User shall not carry out the following actions in relation to the operating software in Amadeus Reservation System and software which the Service User is permitted to use through Amadeus Reservation System (hereinafter referred to as “Amadeus Software”):

(1) Translating, separating, moving, interpreting, removing or reverse compiling any part of Amadeus Software, or attempting to carry out such actions; and

(2) Amending, changing, improving, adapting or enhancing any part of Amadeus Software or Amadeus Software into a computer program, software, or other information, or causing other work to arise through Amadeus Software.

5. The Service User shall not add, reduce, amend or change Amadeus Reservation System as well as its output unit and database, or adapt the presentation of information and Amadeus Software of Amadeus Reservation System, except prior consent from Thai-Amadeus has been obtained in writing.

6. The Service User agrees that it shall comply with rules, regulations or agreements in relation to the use of Amadeus System that Thai-Amadeus prescribed or will prescribe in the future. If the Service User contravenes any provision of the rules, regulations or agreements, it agrees to allow Thai-Amadeus to suspend access to the system by the Service User immediately without prior notice.

7. The Service User shall not make copies, publish or disclose, or offer any service of Thai-Amadeus, or provide other information obtained from Amadeus Reservation System to any third party by whatever means, except where the provision of such information is for the Service User’s benefit in relation to the reservation of airline seat, notification of price according to flight schedule or preparation of travel documents, billing, preparation of items or tickets for the Service User directly through Amadeus Reservation System only.

8. The Service User shall have no right to reproduce, adapt, or disseminate to the public and/or any copyright in connection with Amadeus Reservation System, including any document of Thai-Amadeus or the Service User shall not perform any action infringing any copyright in Amadeus Reservation System and shall not delete, destroy and/or blur with any mark or symbol that denote ownership in the copyright or trademark of Thai-Amadeus and/or Amadeus and/or Amadeus Group for any reason whatsoever.

9. The Service User shall not use any information obtained from Amadeus Reservation System in the development or publication of practice guideline documentation or any other means in relation to the reservation of airline seat, issuance of tickets, sale, transport of goods, rate of fare or transport fee, and the Service User shall use such information only for the reservation of airline seat, issuance of flight schedule, or proposal of fare, for the benefit of the Service User.

10. If an employee or agent of the Service User who can access Amadeus Reservation System resigns, is dismissed or has his or her employment terminated for whatever reason, the Service User shall notify Thai-Amadeus for it to have the User name promptly cancelled. In case that the Service User fails to do so, the Service User agrees to be liable for all damages arising from such incident in all respect.

11. The Service User is prohibited to sell, transfer, lease out, lend, or use as a debt guarantee, either wholly or partly, Amadeus Reservation System, documents, Username and Password, the right to access the system, or any other things related to Amadeus Reservation System, to any person.

12. The Service User agrees that Thai-Amadeus shall have the right to change conditions and terms for the use of Amadeus Reservation System. In this regard, Thai-Amadeus agrees to notify the Service User in

writing no less than 30 days in advance, and after receiving the written notice of such change, the Service User agrees to strictly comply with such conditions and terms immediately.

13. If the Service User changes its contact address or telephone number, the Service User shall notify Thai-Amadeus of such change in writing within 7 days from the date of the change.

14. The Service User noted that all transactions which occur on this contract will be prevented by Personal Data Protection Act in a part of "Thai-Amadeus" which will be updated in the future that related PDPA Law 2019 including all rules and regulations concern. Both counterparties are noted and agree that there is no any requirement in this contract will effect us to release from these PDPA Law

(6) Service Fee and Payment Method

1. For support and advertisement of usage of Amadeus Reservation System, Thai-Amadeus shall waive the service fee for Amadeus Reservation System according to this application. Nonetheless, in the future, if Thai Amadeus desires to call the service fee for Amadeus Reservation System, Thai Amadeus shall notify the Service User in advance further.

2. If the Service User desires to use the package2 (Agility Pack) or package3(Performance Pack) or any additional service of Thai-Amadeus, the Service User shall notify and submit an application for additional service to Thai-Amadeus for acknowledgment in writing and the parties shall make an additional agreement in writing further.

3. In using the service, in case that the Service User wishes to request for additional Username, the Service User shall notify and submit an application for using additional service to Thai-Amadeus in writing. When Thai-Amadeus has received the application for using additional service and payment of the service fee (if any), Thai-Amadeus shall provide User name to the Service User for the use of the reservation system within 14 days from the date of receipt of such application for using Additional Service and payment of the service fee (if any).

(7) Rights of Thai-Amadeus

The Service User acknowledges and agrees that Thai-Amadeus is entered to do as follows:

1. To change the operation of Amadeus Reservation System, service, or any related equipment at its own discretion at any time throughout the duration of this Agreement. Nonetheless, such change shall not lead to a material reduction of services provided under this Agreement.

2. If the Service User has violated the rules of Amadeus Reservation System or it appears that the Service User is bankrupt, under receivership, rehabilitation, dissolved or liquidated, or Amadeus Reservation System has remained unused, or other reason Thai-Amadeus deems appropriate and is material. Thai-Amadeus has the right to suspend the service of Amadeus Reservation System immediately that no prior notification or explanation of reason is required.

3. Thai-Amadeus shall not be liable for any delay in the performance of its obligations under this Agreement caused by force majeure, strikes, labor disputes, fire, or other delays caused by circumstances beyond its control such as errors caused by the supply of power by the electricity authority or errors of the telephone system caused by the telephone organization.

4. The Service User acknowledges and agrees that Thai-Amadeus shall not be liable to the Service User for any loss or damage incurred, whether directly or indirectly (including any loss or special damage) caused by electronic crimes or any form of computer crime.

5. Any waiver, grant of extension of time or failure to exercise any right by Thai-Amadeus against the Service User under this Agreement shall not be deemed as Thai-Amadeus's waiver of rights or benefit against the Service User.

6. Any notice or documents delivered to the Service User to its domicile specified under this Agreement shall be deemed duly served, and the Service User shall be deemed to have been informed from the date such notice or documents arrive in its ordinary course.

(8) Specific Conditions

If the Service User is a foreigner or foreign juristic person, the Service User agrees as follows:

1. In case of any dispute arising out of or relating to this Application, the parties agree that Thai law shall be the governing law.

2. In case of any dispute, conflict or claim arising out of or relating to this Agreement, a party shall submit such dispute, conflict or claim to be settled by 1 arbitrator in accordance with the Arbitration Rules of Thailand Arbitration Center, Alternative Dispute Resolution Office, Court of Justice. Regarding expenses of the arbitration, the Service User agrees as follows:

(1) In the event that both parties can reach a settlement either during the arbitration proceedings or before the arbitration proceedings, both parties agree to be responsible for half of the expenses incurred during the settlement negotiation process each;

(2) In the event that the arbitration proceeds and the arbitral tribunal have rendered its award, the losing party shall be responsible for all the expenses incurred; and

(3) If the Service User desires to terminate the use of Amadeus Reservation System, the Service User is required to notify to Thai Amadeus for acknowledgment in advance in writing at least 30 days before the termination date becomes effective. Nevertheless, the Service User shall be released from any obligation to Thai Amadeus

Company Seal

Sign.....The Service User
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Sign.....The Service User
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(9) Authorization

I, Mr/Mrs/Ms..... authorized director of the company, hereby authorize to act on my behalf in signing any agreements or documents in relation to the application for use of Amadeus Reservation System.

Any acts and things performed by Grantee within the extent of this Authorization shall be binding upon Grantor according to law.

In testimony whereof, Grantor and Grantee have subscribed their names herein in the presence of witnesses.

Company Seal

Affix 30-Baht
Stamp Duty

Sign..... Grantor
()

Sign..... Grantee
()

Sign..... Witness
()

Sign..... Witness
()

(10) For Official of Thai - Amadeus

Supporting Documents for Application/Authorization (if any)

- Copy of the company’s Certification Document (not more than 3 months)
- Copy of ID card of the company’s authorized director (certified true copy)
- Map briefly showing the company’s location
- At least 3 photographs of the company’s sign, and internal and external features of the agent company
- Copies of documents showing membership to various associations (if any) such as TTAA, IATA or ATTA, or tourism business license
- Other documents related to the operation of the agent (if any) such as certificate issued to personnel for completion of a training course etc.
- Copy of grantee’s card (in case of authorization)

Sign..... Official in charge
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Approve the use of the system.

Sign.....Managing Director
(Mr. Viset Sontichai)