

IFLYFLAT TERMS AND CONDITIONS (Applies to all services effective: 1st November 2023)

1. Introduction

- 1.1. iFLYflat Pty Ltd (ABN 53 161 472 251) (**iFLYflat / we / us / our**) provides services include the Points Flight Finder Concierge (also known as Flight Concierge) and Points Maximisation Strategy (also known as the Points Plan, the Points Audit or the 1:1 Points Optimiser), and The Flights Club (also known as The Flying Flat Club) (**the Services**).
- 1.2. These Terms and Conditions together with the documents referred to within them apply to your engagement with us. By browsing the iFLYflat's website, submitting a request for using iFLYflat Services or continue to engage iFLYflat to provide the Services, you acknowledge that you have read and agree to be bound by these Terms and Conditions which constitute an agreement between the parties.
- 1.3. If we are being retained to provide a Points Flight Finder Concierge service the terms of Section A and C will apply,
- 1.4. If we are being retained for the provision of Points Maximisation Strategy service, the terms of Section B and C will apply.
- 1.5. If we are being retained for the provision of The Flights Club service, the terms of Section A, B and C will apply.

Section A Points Flight Finder Concierge Terms

2. Points Flight Finder Concierge

- 2.1. Where we provide Points Flight Finder Concierge services to you, we will use best endeavours to search and find reward flight options based on your Proposed Travel Plan for the purpose of booking the found flight.
- 2.2. You may either engage us to book the found flight for you or book the found flight by yourself. The same fee is charged.

3. Fees and payment

- 3.1. You may be charged a start-search fee (**Start-Search Fee**) in advance when you submit the request to search for a flight. The start-search fee is quoted on our website (<https://www.iflyflat.com.au/>).
- 3.2. You will pay a success fee (**Success Fee**) if we find a flight that satisfies your Proposed Travel Plan and the flight information is utilised for a booking. The Success Fee is quoted on our website or before the commencement of flight search. Payment terms and methods will be set out in the invoice. The Success Fee is payable when we have found flights that match your Proposed Travel Plan, whether you engage us to book the found flight for you or book the found flight by yourself.

4. Cancellation and change

- 4.1. If you wish to cancel or change any flights, we will use our best endeavours to assist you. However, we cannot guarantee that flight changes you require will be possible or that seats will be available for your amended Proposed Travel Plans.
- 4.2. If you cancel or change a flight, the fees refundable and/or payable are as follows and subject to other terms of these Terms and Conditions:
 - a) Cancellation or change before finding a flight – You do not need to pay the Success Fee.
 - b) Cancellation or change after finding a flight that matches your Proposed Travel Plans, but before the booking – You do not need to pay the Success Fee if the found flight is not booked. For the avoidance of doubt, if you request us to cancel or change a found flight but have the found flight booked notwithstanding, clause 5 applies.
 - c) Cancellation or change after the booking – the Success Fee is not refundable, and you will need to pay a cancellation or change fee in addition to the Success Fee. The rate of cancellation or change fee is quoted on our website and/or will be advised by us.
 - d) In any event, the Start-Search Fee is non-refundable.
 - e) You acknowledge that any non-refundable fee is a genuine estimate of our cost in the provision of Services and does not constitute a penalty.
- 4.3. In addition to clause 4.2, to change the flight, you need to submit a fresh request to search for a flight.
- 4.4. Cancellation or change of a flight after the booking is subject to the following terms:
 - a) cancellation or change will only be allowed in accordance with the terms and conditions of the airlines;
 - b) cancellation or change may incur a fee charged by the airlines, which will be passed onto you;
 - c) cancellation or change will incur an iFLYflat fee which is quoted before the change or cancellation is conducted;
 - d) any Loyalty Program Points acquired on your behalf prior to a change will be redeposited into your account for future use, so long as permitted by the relevant airline policy or Loyalty Program; and
 - e) the use of any Loyalty Program Points redeposited into your account pursuant to the preceding clause will be subject to the terms and conditions of the Loyalty Program applicable for your new booking.

5. Cancellation and change must be genuine

- 5.1. If you request us to cancel or change a flight but have the found flight booked notwithstanding, it is a non-genuine cancellation or change. (in plain English it means if you have booked the same flight using information that we have provided to you)
- 5.2. Without limiting the generality of clause 3.2, you are liable to pay the Success Fee in the event of a non-genuine cancellation or change. Clause 4.2 is not applicable to a non-genuine cancellation or change.
- 5.3. You authorise us to cancel any flight of yours that is booked as the consequence of a non-genuine cancellation or change without giving notice to you. You agree that iFLYflat is not liable for any damages, costs or expenses incurred by the cancellation of the flight that is booked as the consequence of a non-genuine cancellation or change.
- 5.4. You agree to indemnify us for damages, costs and expenses incurred as a result of a non-genuine cancellation or change, including our legal costs and the costs associated with the unpaid Success Fee recovery process.

6. No guarantee of finding a flight

- 6.1. Although we will use our best endeavours to book flights in accordance with your Proposed Travel Plans, available flights and seats change constantly based on a live global system. We cannot guarantee that seats will be available in accordance with your Proposed Travel Plans.
- 6.2. We have no control over flights and cannot guarantee that your flight will take place as scheduled or at all. In the event of any disruption to your flights, it is your obligation to liaise with the relevant airline, any accommodation or other service providers and/or travel insurers to make alternative arrangements or in respect of any claim for compensation.

Section B Points Maximisation Strategy Terms

7. Points Maximisation Strategy

- 7.1. Where we provide Points Maximisation Strategy service to you, we provide recommendations to use certain business credit cards for the payment of business suppliers and expenses to maximise your acquisition of Loyalty Program Points (**Advice**).

8. Fees and payment

- 8.1. The fees and payment terms for Points Maximisation Strategy service will be agreed by the parties on a case-by-case basis or displayed on the website.

9. Validity of Advice

- 9.1. The Advice is based on the current dated policies of Loyalty Programs at the time of provision of the Advice and represents our opinion on the best ways to maximise the Points at that point in time.
- 9.2. We will notify you of any changes in the policies of relevant Loyalty Programs and update the Advice in a timely manner within six months of the provision of the initial Advice.
- 9.3. If you require further Advice because your situation has changed, or six months have lapsed since the provision of the initial Advice, you can engage us for fresh Points Maximisation Strategy at a discounted price.

10. iFLYflat's Advice not financial or credit advice

- 10.1. Our Advice is given:
 - a) solely for the purpose of assisting you to maximise your acquisition of Loyalty Program Points for the purposes of travel; and
 - b) without reference to your personal circumstances, either financial or otherwise.
- 10.2. You acknowledge that:
 - a) We are not a financial adviser and any Advice given in the Points Maximisation Strategy does not constitute financial or credit advice, or advice for any purpose other than to assist you in maximising your acquisition of Loyalty Program Points; and
 - b) you are solely responsible for taking into consideration your financial position in deciding whether to follow the recommendations in the Advice; and
 - c) you are aware we are not licenced to provide specific credit recommendations and that all discussions and advice are in relation to the Loyalty Program Points benefits only; and
 - d) we do not provide tax advice. Points earned from business expenses and used for personal benefit may attract fringe benefits taxes; please consult your tax accountant professional for relevant advice. We are not liable for any fringe benefits taxes payable.

Section C The Flights Club Terms

11. The Flights Club

11.1. The Flights Club is a value combination of the Points Flight Finder Concierge and Points Maximisation Strategy, the relevant terms of each service apply.

12. Fees and payment

12.1. The fees and payment terms for The Flights Club service will be agreed by the parties on a case-by-case basis or displayed on the website.

Section D General Terms and Conditions

13. Appointment

13.1. By engaging us to provide the Services, you agree to:

- a) appoint us to act as your agent to manage and maximise the benefit of your Loyalty Program Points;
- b) grant us and our officers, employees and sub-contractors the authority to access your account to find, book or change frequent flyer redemption bookings; and
- c) authorise us to arrange to place charges to your provided credit or charge cards for payment of reward ticket booking fees and taxes (if prearranged).

14. Warranty and liability

14.1. We represent and warrant that:

- a) we will provide the Services to you with due care and skill;
- b) we will comply with the requirements of all legislation, statutory instruments, codes and mandatory standards applicable to the performance of the Services; and
- c) any personal information you provide to us will be used only in accordance with our privacy policy published on the Website and the *Privacy Act 1988* (Cth).

14.2. Except as expressly and specifically provided in these Terms and Conditions:

- a) you assume sole responsibility for your use of the Services;
- b) we have no liability for any damage caused by errors or omissions in any information or instructions provided to us by you in connection with the Services;
- c) we have no liability for any damage suffered by you from using services provided by a third party including the airlines; and
- d) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms and Conditions.

14.3. We are not liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising from the provision of the Services.

- 14.4. We are not liable for any claims, damages, expenses or losses arising as a result of an act or omission beyond our reasonable control, including:
- a) any change in the fees and charges charged by Loyalty Programs and/or airlines;
 - b) any change in the terms and conditions imposed by Loyalty Programs and/or airlines;
 - c) any change in the taxes payable in respect of any flights;
 - d) any change in airline redemption point structures, including the number and availability of redemption seats;
 - e) any cancellation or delay of flights; or
 - f) any fees incurred to resume the journey or to return home.
- 14.5. To the extent permitted by law, our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the provision of the Services is limited to the fees payable by you for the Services.
- 14.6. Our liability arising from the Services for failure to comply with any mandatory statutory guarantee is limited, at our option, to:
- a) the supplying of the Services again; or
 - b) the payment of the cost of having the Services supplied again.

15. Your warranty

- 15.1. You warrant to us that:
- a) The personal details you have provided to us, including but not limited to your:
 - a. name;
 - b. date of birth; and
 - c. address and other contact details,are full and accurate and as specified in your passport;
 - b) Loyalty Program membership and your Loyalty Program Points are complete and accurate to the best of your knowledge; and
 - c) In the event of any change to your personal details, Loyalty Program membership or Proposed Travel Plans, you will notify us as soon as practicable.
- 15.2. You acknowledge that we will not be liable to you for any loss or damage you suffer as a result of your breaching the warranties provided in clause 13.1 above.

16. Your acknowledgements

- 16.1. It is your responsibility to take out your own travel insurance in respect of your flights. This is strongly recommended.
- 16.2. You must comply with the terms and conditions imposed by any applicable Loyalty Program, which may differ from these Terms and Conditions and may change from time to time.
- 16.3. Any fees and charges charged by Loyalty Programs are in addition to the fees charged by us, except as expressly and specifically provided otherwise.

17. Currency and GST

- 17.1. All payments for the Services are quoted in Australian dollars and must be in Australian dollars in Australia by any method approved by us from time to time.
- 17.2. Unless otherwise specified, all amounts have been calculated inclusive of GST. Services related to the arrangement of overseas flights are excluded from GST.

18. Publicity

18.1. We may disclose your details as a customer of the Services and may display your name and logo in our marketing materials and on the Website.

19. Dispute resolution

19.1. If a dispute arises out of or relates to this agreement, or the breach, termination, validity or subject matter thereof, the parties expressly agree to endeavour to settle the dispute by mediation administered by the Australian Commercial Disputes Centre (ACDC).

19.2. The mediation shall be conducted in accordance with the ACDC Guidelines for Commercial Mediation operating at the time the dispute is referred to ACDC. The terms of the Guidelines are hereby deemed incorporated into this agreement.

19.3. In the event that the dispute has not settled within twenty-eight (28) days after appointment of the mediator, or such other period as agreed to in writing between the parties, the dispute shall be submitted to expert determination in Sydney administered by ACDC conducted in accordance with the ACDC Rules for Expert Determination operating at the time the dispute is referred to ACDC. The terms of the Rules are hereby deemed incorporated into this agreement.

19.4. The expert shall not be the same person as the mediator.

19.5. This clause shall survive termination of this agreement.

20. General

20.1. **Governing law and jurisdiction:** These Terms and Conditions are governed by the laws of New South Wales. Each party irrevocably submits to the jurisdiction of the courts of New South Wales.

20.2. **Assignment:** The Customer must not assign all or any of its rights under this agreement. We may at in our sole discretion assign all or any of our rights under this agreement.

20.3. **Severability:** If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this agreement.

20.4. **Entire agreement:** This agreement embodies the entire agreement between the parties and supersedes any previous agreements in respect of its subject matter. These Terms and Conditions take precedence over any terms and conditions specified in any purchase order submitted.

20.5. **Variation:** A variation of this agreement must be in writing and signed by the parties.

20.6. **No waiver:** No failure to exercise and no delay in exercising any right, power or remedy under these Terms and Conditions will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

20.7. **Relationship:** The agreement is not intended to create a partnership, joint venture or relationship of principal and agent between the parties.

20.8. **Survival:** The provisions of clauses that either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such.

20.9. **Force majeure:** We are not liable for any breach of obligations under these Terms and Conditions if it is hindered or prevented from carrying out Services or such obligations by any cause outside its reasonable control, including by lightning, fire, flood, extremely severe weather, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, failure of any telecommunications or computer system, compliance with any law, accident (or by any damage caused by any of such events).

20.10. **Notices:** Notices to be given to either party must be in writing and be delivered by electronic mail at the email address supplied on entering into these Terms and Conditions or as otherwise updated by notice.

21. Definitions and interpretations

21.1. Definitions:

GST has the same meaning as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

iFLYflat's website means the website www.iflyflat.com.au.

Flights Club means the combination of Points Flight Finder Concierge and Points Maximisation Strategy in a value bundle.

Loyalty Program means any frequent flyer, airline alliance, hotel or other reward points program, loyalty program or similar program.

Points means the points you have accrued or accrue during the term as a result of membership of the Loyalty Program. This includes Loyalty Program points, Frequent flyer points or Credit card reward points.

Points Flight Finder Concierge means the Service provided according to clause 2 of these Terms and Conditions. It is also known as Flight Concierge.

Points Maximisation Strategy means the Service provided according to clause 7 of these Terms and Conditions. It is also known as Points Plan or Points Audit or The Points Optimiser. Names may be used interchangeably in our presentations.

Proposed Travel Plans means your proposed travel plans as notified in writing by you (including online and by e-mail) to us from time to time.

Service means the service provided by us in accordance with these Terms and Conditions and your instructions.

Terms and Conditions means these Terms and Conditions.

You and Your means the customer who engage us for the provision of Services.

21.2. Interpretation

Headings are for ease of reference only and do not affect the interpretation or construction of this Agreement.

Words imparting the singular include the plural and vice versa.

Words imparting a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.

Words denoting persons include natural persons, partnerships, limited Liability partnerships, bodies corporate and unincorporated associations of persons.

References to "includes" or "including" or like words or expressions mean "without limitation".