



## Bonza Travel Portal Consumer Terms (Web Terms)

Welcome to the Bonza Travel Portal. We are pleased to have you with us.

### Definitions and Interpretation

**Agent** means a person who carries on business as a travel agent, and who is licensed as a travel agent (if required) under applicable laws.

**Australian Consumer Law** means Schedule 2 of the Competition and Consumer Act 2010 (Cth), and the Australian Consumer Law Regulations being as set out in Parts 6 and 7 of the Competition and Consumer Regulations 2010.

**Bonza** means **Bonza Aviation Pty Ltd** (ACN 653 309 909) a company incorporated under the laws of Australia, with a place of business at 3 Friendship Avenue, Marcoola, QLD 4564.

**Bonza Personal Information** means PNR data, the Customer Profile, and other Personal Information of Bonza including Personal Information of Consumers, subject only to the rights of the Consumer to his or her specific Personal Information.

**Booking** means a Consumer reservation booking recorded in a travel document issued by Bonza for a reservation of a Bonza Flight or itinerary made directly by a Consumer.

**Carriage** means domestic carriage between points within Australia with no transfer outside Australia.

**Change Fee** means a Fee payable in order to change a confirmed Booking plus any difference between the Fare for the original Booking and the then current Fare for a new Booking, or as otherwise determined by Bonza.

**Charge** means Bonza's charges including Fares, and charges for Related Services and third-party charges including the charges which are summarised in the Conditions of Carriage, and **Charges** has the corresponding meaning.

**Conditions of Carriage** means the applicable Fares and rules of carriage governing the transport of a Consumer which are incorporated by reference in the Ticket of that Consumer, which can be located at <https://www.flybonza.com/conditionsofcarriage> as amended and updated from time to time.

**Content** means Bonza's information (including in electronic form) in respect of Flight Details and Services, which includes Bonza Personal Information, including as published via Bonza's website and the Travel Portal.

**Customer** means passenger and includes a group travelling together on the same Itinerary.

**Customer** means the information of the Customer, including their:

- a) full name, which must be identical to photo identification, such as passport or driving licence;
- b) address;

- c) email address;
- d) telephone number (if available);
- e) mobile number, being the number to which Bonza may send SMS messages or via instant messaging platforms;
- f) consent to Bonza communicating with them via SMS or instant messaging platform;
- g) credit card or debit card information;
- h) dietary requirements; and
- i) other such Personal Information requested by Bonza which is relevant to the Booking.

**Cyber Breach** means an incident involving unauthorised use of Malicious Code, a data hack, denial of service, cyber-attack, or unauthorised access, including fraudulent access or access by a rogue individual connected with the Consumer to Content and Personal Information, whether prescribed by statute regulation or otherwise.

**Digital Support Centre** means Bonza's online help desk functionality providing live and virtual assistance services to Consumers.

**Fare** means fares, charges and tariffs in respect of Bonza Flights related to the Conditions of Carriage, published by Bonza via the Travel Portal, or communicated via the Digital Support Centre, including Change Fees.

**Fare Family** means a selection of a group of Fares according to specific criteria determined by Bonza, including Fare Rules.

**Fare Rules** means the specific terms associated with the type of Fare (for example, introductory or sale Fares may be non-changeable).

**Flight** means a single segment Consumer air service for carriage of Consumer domestically between origin and destination within Australia, and such Related Services as are either selected by the Consumer at the time of Booking or subsequent, and chargeable by Bonza.

**Flight Details** means the Flight details, including local departure time, origin, destination and local destination arrival time, and details of Related Services.

**Flight Services** means services additional to a Flight which include, without limitation, exit row seat, selected meal, selected beverage, non-food merchandise for purchase, additional baggage allowance, and Excess Baggage Charge (defined in the Conditions of Carriage).

**Group Booking** means a Booking in respect of ten (10) or more Consumers.

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

**Infant** means a Customer under 2 years of age at the time of travel.

**Intellectual Property** means all copyrights, patents, trade secrets or any other forms of intellectual property rights conferred under statute, common law or equity relating to, without limitation, inventions (including patents), registered and unregistered trademarks and designs, circuit layouts, data, APIs, domains, URLs, and databases, know-how, and all other rights resulting from intellectual activity. Intellectual Property also includes any enhancement, modification, derivative work, and concepts of the Intellectual Property. **Intellectual Property Rights** has a corresponding meaning.

**Itinerary** means a Customer journey of one or more Flights recorded in a travel document or Ticket.

**Non-Flight Services** means services additional to but unrelated to a Flight which may be remarketed by Bonza, including without limitation, insurance, hotel accommodation or car rental.

**Malicious Code** means any unwanted files or programs that can cause harm to a computer/device or compromise data stored on a computer/device and include ransomware.

**Minor** means a Customer between the ages of 2, until their 12<sup>th</sup> birthday at the time of travel.

**Personal Information** has the same meaning given in the Privacy Act (1988) (Cth) as amended and includes credit and debit card information and IP addresses.

**PNR** means passenger name record.

**Privacy Policy** means Bonza's Privacy Policy which can be located at <https://www.flybonza.com/privacy-policy> as amended and updated from time to time.

**Related Body Corporate** has the same meaning given in Section 50 of the Corporations Act (2001) (Cth).

**Related Services** means Flight Services and Non-Flight Services provided by Bonza additional to a Flight.

**Services** means Flights, Related Services, and Digital Support Centre services provided by Bonza to Customers.

**Ticket** means a ticket issued by Bonza in respect of a Booking including an electronic ticket.

**Travel Portal** means Bonza's proprietary software application and internet booking engine where Bonza Content is made available to Customers directly; and includes use of Bonza's website, mobile application, APIs, domain names, uniform resource locators (URLs), databases and related functions for the purpose of making Bookings

**Travel Trade Portal** means Bonza's proprietary software application and internet booking engine where Bonza Content is made available to Agents indirectly, and includes use of Bonza's website, mobile application, APIs, domain names, URLs), databases and related functions for the purpose of making Bookings.

**Travel Trade Portal Customer Terms** means the terms applying to Customers.

**Travel Trade Portal Terms** means the terms applying to Authorised Agents.

**Youth** means a Customer between the ages of 12, until their 15<sup>th</sup> birthday at the time of travel.

**Web Terms** means these web terms being:

- 1a) the terms between Bonza and Customer for direct Bookings via the Travel Portal in accordance with the Travel Trade Portal Customer Terms, and
- 1b) the terms between Bonza and Authorised Agent for indirect Bookings by Authorised Agents as Agent Services for Customers via the Travel Trade Portal in accordance with the Bonza Travel Trade Portal Terms.

## **Operative Provisions**

### **Travel Trade Portal Customer Terms**

These Travel Trade Portal Customer Terms apply to all Bookings made by a Customer being purchased via the Travel Trade Portal, the Services and all communications in respect of Bookings

with Bonza, including via the Digital Support Centre whether made via the Travel Trade Portal or otherwise.

The material contained in the Travel Trade Portal and Bonza's website is protected by copyright. The Customer acknowledges that all Intellectual Property Rights to the Travel Trade Portal and the output from the Travel Trade Portal are and remain proprietary to Bonza. The Customer acknowledges that Bonza has the right to determine the manner of sale of its Services via this Travel Trade Portal.

Bonza makes no warranty and disclaims liability for any bug, error, incompatibility or malfunction in the Travel Trade Portal, including an incompatibility with the Customer's device(s), a failure to complete a Booking or Related Service resulting from poor internet connectivity, disruption of the Travel Trade Portal or the Bonza website being unavailable due to excess demand.

Bonza makes no warranty and disclaims liability for maintaining the Travel Trade Portal or keeping it up to date. Any bug, error, or malfunction in the Travel Trade Portal does not constitute a breach of these Bonza Travel Portal Customer Terms.

### **Changes to these terms**

Bonza may make changes to these Web Terms without notice. The updated Web Terms will be operative from the time they are published on the Travel Trade Portal website or App (as applicable).

Subject to Australian Consumer Law, the terms and conditions applicable to Booking and Related Services included in an Itinerary are those that are published at the time Bonza confirms the Booking and not the time the Booking is made.

### **Contract Formation**

These Bonza Travel Portal Customer Terms form a binding contract between Bonza and the Customer from the time of access and first use, and the Customer confirms the consideration for such contract is the real value in the benefit of the Flights and Services which the Customer is able to access via the Travel Portal.

### **Authority to use Travel Trade Portal and Scope of Use**

Bonza grants to the Customer a personal, non-exclusive, royalty-free, non-sublicensable, non-transferrable authorisation to access and use the Travel Trade Portal for the sole purpose of determining a Fare for a Flight and making and paying for Booking and Related Services in the name of the Customer and limited the time required to make such Booking and not for any other commercial use.

The foregoing rights are personal to the Customer. The Customer shall not attempt to novate, assign, or transfer such rights to any third party without Bonza's prior consent, and any such attempt shall be void and of no effect.

The use of the Travel Trade Portal by the Customer other than as expressly authorised is prohibited.

Except with Bonza's prior written consent, the Customer has no right to modify, copy, reproduce, store, translate, publish, distribute, capture, transfer or sublicense any Content or material from the Travel Trade Portal, or create any derivatives of such Content.

The Travel Trade Portal is Bonza's exclusive Booking channel for direct sales of Flights and Related Services. The Customer acknowledges that Bonza may appoint licensees to display Content, such

as price comparison websites and fare aggregators, and may open other sales and distribution channels at any time at Bonza's discretion.

The Customer shall not attempt to reverse engineer any software in the Travel Trade Portal. Any attempt, whether operated by the Customer, a third party or otherwise, to extract data from or to effect a Cyber Breach on the Travel Trade Portal is strictly prohibited. The Customer accepts responsibility to ensure that their device, IT equipment and/or systems are free from Malicious Code.

The Customer acknowledges that Bonza has the absolute right to investigate any use of the Travel Trade Portal by the Customer or third party outside of the scope of use. The Customer consents to this right and will reasonably cooperate with all such investigations.

### **Suspension and Block**

In addition to Bonza's other rights and remedies, the Customer acknowledges that Bonza may suspend the Customer's rights to access and use the Travel Trade Portal at any time in its discretion and without liability to the Customer or third party.

This suspension right may be invoked immediately and without notice should Bonza consider access by the Customer to be unauthorised or a threat to Bonza's systems, networks, infrastructure or equipment or those of its Agents, licensees or third parties. Bonza may lift a suspension or apply a block to a Customer for as long as it considers appropriate in the circumstances.

### **Full and Complete Information**

The accurate completion of mandatory portions of the Customer Profile is a prerequisite for and forms the basis of the passenger details of all Bookings. If any information is found to be inaccurate or incomplete, the Customer shall provide the corrected information to Bonza within 24 hours of Bonza's request.

### **Customer's Personal Information**

The Customer authorises Bonza and freely consents to Bonza processing the Customer Profile and the Customer's Personal Information in relation to Bookings and Related Services in accordance with the law and the Privacy Policy.

### **Additional Information**

Bonza reserves the right to request additional information, and the Customer agrees to provide such additional information in support of payment, the Booking and Related Services, including at the time of check-in, to verify that the original purchase has been made.

Such information may include evidence of the payment card used or a different credit or debit card or other form of payment should the original payment card have expired since the time of purchase, or government-issued photo identification of the Customer, including the identification documents described in the Conditions of Carriage.

### **Customer Acknowledgments**

The Customer confirms:

- (i) they are at least 16 years of age, and agrees to supervise all other Customers travelling on the same Itinerary who have not reached the age of majority, including Infants and Minors;

- (ii) they have obtained approval, authority and consents from other Customers travelling on the same Itinerary to provide the Customer Profile and Personal Information of such other Customers to Bonza;
- (iii) they have obtained approval, authority and consents from other Customers travelling on the same Itinerary to delete or modify the Booking and Itinerary;
- (iv) they have the legal right to enter into these Travel Portal Customer Terms, access the Travel Portal, make a Booking for the Flight and Related Services;
- (v) by entering into these Travel Trade Portal Customer Terms, they are not in breach of any contract, law or regulation or Intellectual Property of any third party;
- (vi) they will comply with all applicable laws in respect of the provision of travel Services, and all requests of Bonza in relation to the Booking;
- (vii) they have accepted full responsibility to make all payments, including taxes and related Charges;
- (viii) that if they wish to make any changes to the Booking or procure further Related Services, they will comply with and not breach the grant of rights to use or the scope of use in respect of access to the Travel Trade Portal;
- (ix) they have no claim for any circumstances including any losses and/or damages arising in respect of a suspension or block; and
- (x) all information provided to Bonza including the Customer Profile is accurate, and the Customer will verify the accuracy of all information within 24 hours of request from Bonza.

## **Bookings**

Bookings will not be confirmed until Bonza has received the Customer Profile, and full payment of all Fares and Charges in respect of such Booking.

All Bookings are non-transferable. Only the Customer whose name appears on the confirmed Booking is authorised to travel on that Booking.

## **Group Bookings**

Group Bookings and Related Services are not available via the Travel Trade Portal. Group Bookings and Related Services may be made by the Customer via the Digital Support Centre, at Bonza's discretion, or by contacting Bonza via email to [groups@flybonza.com](mailto:groups@flybonza.com), or other such email advised by Bonza from time to time.

## **Charter and Tour Bookings**

Charter and Tour Bookings are not available via the Travel Trade Portal. Charter and Tour Bookings may be made by contacting Bonza via email to [groups@flybonza.com](mailto:groups@flybonza.com), or other such email advised by Bonza from time to time.

## **Confirmation of Booking**

A Booking and Related Services will be confirmed from the time Bonza provides a confirmed Itinerary and Tax Invoice.

Bonza will provide the Customer with an email confirming that the Booking and Related Services have been confirmed, together with the Itinerary and Tax Invoice.

## **Changes to Bookings**

Changes to confirmed Bookings and Related Services may only be made via the App, Travel Trade Portal, the Digital Support Centre and changes will only be confirmed upon payment of an applicable Change Fee in respect of the Booking or Charges in respect of Related Services.

Subsequent Bookings and Related Services will be confirmed from the time Bonza provides a confirmed Itinerary and Tax Invoice.

## **Rescheduling**

Bonza's Rescheduling Policy is found in the Conditions of Carriage.

Cancellations by Customer are not permitted.

The Customer acknowledges that Bonza may cancel a Booking if payment has not been received, if fraud is suspected, where unauthorised agents book tickets for Customers or in the event of a dispute or chargeback in relation to payment.

If the Customer does not travel on a confirmed Booking, due to a change of mind or any other reason, no refund of Fare or Related Services is due.

Related Services are cancelled and forfeit at the time the related Booking is cancelled.

## **Fares and Charges**

Fares and Charges are subject to change until purchased. Fares and Charges are non-refundable, other than in accordance with the Rescheduling Policy or unless specified as a condition at the time of Booking. Refunds or credits, if any, are at Bonza's sole discretion. Fares and Charges may be bundled together.

No increase in Fare for the Flight will be payable from the time the Booking and Related Services are confirmed and the later of time of travel or time of increase in Fare provided there is no change to the Itinerary. Charges may apply for goods or Services purchased at the time of the Booking, if there is a change to the Booking, or onboard the Flight.

## **Taxes, Tax Invoice and GST**

The Customer is solely liable for taxes (including GST) and non-Bonza charges in respect of Bookings and Related Services, including bank or credit card or debit card or like fees. The Customer acknowledges that it is aware of all additional amounts in excess of the Fare and Charges for Related Services at the time of making payment for the Booking or change to the Booking.

## **Baggage Policy**

Bonza's Baggage Policy is found at the Bonza App and more fully described in the Conditions of Carriage.

## **Persons with Special Needs Requiring Specific Assistance**

In order to effectively meet the Customer's needs, reservations for persons who may have special needs or who require specific assistance will need to provide extra qualifying information to Bonza at time of the Booking and Related Services.

The Customers must communicate with Bonza via the Digital Support Centre to complete a Booking of this nature. Bonza reserves the right, without liability, to cancel any reservation made through the Travel Trade Portal for a Customer with special needs or disabilities, if, in Bonza's sole discretion,

reasonable accommodation in accordance with Bonza's guidelines on the Carriage for such Customers cannot be provided in respect of the Booking made. Further details of Customers with Special Needs are found in the Conditions of Carriage.

## **Payment**

Bonza will accept payment via credit card, debit card and POLi.

Bonza may change its payment options by adding or withdrawing methods of payment. Bonza may require a payment to be made via an alternative payment method. In addition to its other rights, Bonza may place a hold over a payment.

All Payments are made via the payment functionality forming part of the Travel Trade Portal or by phone.

The Customer acknowledges that Bonza is fully authorised to deduct the Fare, Charges for Related Services and all payments for the Booking via the Customer credit card, debit card or account without a physical signature or PIN.

Bonza will confirm receipt of payment by a message communicated via the Travel Trade Portal or via the Digital Support Centre.

## **Encryption**

Payment information in respect of Bookings and Related Services is encrypted during transmission. Bonza makes no warranty and disclaims liability for failure in the strength or effectiveness of encryption.

## **Communication**

The Customer consents to receiving communications from Bonza and its Agents and licensees via email, SMS, and instant messaging platforms (such as Whatsapp). Bonza's primary means of communicating important updates and other information with the Customer is via email.

The consent to receive communications via SMS and Instant Messaging platform remains in force until the Customer expressly revokes it in writing, which may be communicated via a confirmed email, a confirmed SMS or a confirmed communication with the Digital Support Centre.

## **Marketing**

The Customer consents to receiving marketing and promotional material and other such information by email and understands that it can unsubscribe to these messages at any time.

## **App Notifications**

If the Customer elects to receive them, Bonza may communicate with Customer via in-app notifications sent to Customer's device.

## **Communications outside of the Travel Portal**



All communications between Bonza and Customer and/or Agent and/or licensees with respect to a Booking and Related Services, including via the Digital Support Centre, SMS or instant messaging platform are subject to these Bonza Travel Trade Portal Customer Terms. Bonza makes no warranty and disclaims liability for any error including network error, poor internet connectivity, IT equipment failure or incompatibility, or platform failure arising in the course of or from such communications.

## **Content**

The Customer acknowledges that all Content is and remains proprietary to Bonza, and authorises Bonza to re-market anonymised PNR data, including the PNR of the Booking. The Customer has no authority to reproduce Content without Bonza's consent, and the Customer's rights to Content are limited by the Web Terms.

Bonza will make Content available for the Customer to make Bookings, procure Related Services and pay Fares and Charges for Related Services via the Travel Trade Portal. Bonza makes no warranty as to the accuracy of any Content. Incomplete or inaccurate Content communicated or made available via the Travel Portal by Bonza does not constitute a breach of these Bonza Travel Trade Portal Customer Terms.

## **Customer Relationship**

The Customer acknowledges that no relationship of joint venture, partnership, employment, consulting, or agency exists between Bonza and the Customer arising from or as a result of the Travel Trade Portal Customer Terms or the Customer's use of the Travel Trade Portal. The Customer confirms that they will not be utilising the Travel Trade Portal as a travel agent, or otherwise for commercial purposes or in any capacity for a fee other than as permitted by these Travel Portal Customer Terms.

## **Confidentiality**

All Bookings and Related Services of a Customer, Personal Information are confidential. Bonza may disclose confidential information to its Related Bodies Corporate, its authorised contractors, and its advisers, and where required by law.

## **Australian Consumer Law**

The Customer may be entitled to the guarantees available under Australian Consumer Law and other laws for domestic Carriage within Australia, if the Flight is delayed, rescheduled or cancelled. Bonza does not give any express or implied guarantees, warranties, or representations with respect to the use of the Travel Trade Portal outside of those required by these laws.

Bonza's refund and reimbursement obligations are more fully described in the Conditions of Carriage.

## **Independent Judgement**

The Customer confirms that it has exercised its independent judgement in accessing the Travel Trade Portal and has not relied on any representation from Bonza or any of Bonza's personnel not expressly stated in the Web Terms, nor any publicity, document, catalogues or material of Bonza.

## **Liability and Disclaimer**

Subject to Australian Consumer Law, Bonza's liability for Flight delays or Flight rescheduling is limited to the Bonza's Rescheduling Policy, with all limitations described in the applicable Fare Rules for the specific Fare or Fare Family applying.

Bonza is not liable for any claims for losses and/or damages arising from the use of the Travel Trade Portal or any website which links to it or use of Content. Bonza is not responsible for maintaining any links to other websites or external sites.

Bonza's liability is several and not joint. Bonza's liability is limited and related only to the specific Booking.

Without limiting the above and subject to Australian Consumer Law, Bonza disclaims liability for all claims for losses and/or damages by Customer and/or third parties arising from:

- (i) the accuracy of or availability of Content;
- (ii) the availability or lack of availability of seating or seating configuration on any particular Flight;
- (iii) Itinerary changes;
- (iv) scheduling changes;
- (v) Flight cancellations other than for Circumstances Under Bonza's Control as defined in the Conditions of Carriage;
- (vi) the lack of availability to the Travel Trade Portal or Digital Support Centre;
- (vii) merchantability, or fitness for purpose of Flights or any Related Services; or
- (viii) any inability to use the Travel Trade Portal or Digital Support Centre,

other than in accordance with Bonza's Rescheduling Policy.

### **Indirect and Consequential Loss Exclusion**

Subject to Australian Consumer Law, and Bonza's Rescheduling Policy, Bonza is not liable to the Customer, and the Customer acknowledges that Bonza is not liable for any claims for losses and/or damages arising from causes or circumstances beyond Bonza's direct control, including Circumstances Outside Bonza's Control as defined in the Conditions of Carriage, whether arising in contract, statute, strict liability or tort (and in each case including negligence), or otherwise including losses which are indirect, special or consequential, such as loss of savings, loss of profits, loss of revenue, losses arising from lack of availability of a Flight, delay, change of Itinerary; from Content made available or otherwise; and/or lack of availability to the Travel Trade Portal, Digital Support Centre any other form of communication whether by email, SMS or instant messaging, any Malicious Code introduced by Bonza to the Customer's computer/device, IT equipment or systems, or any inability to use the Travel Portal or Digital Support Centre.

### **Help and Feedback**

In addition to cooperation by the Customer with any investigation in respect of use of the Travel Trade Portal, the Customer may be asked to provide feedback to Bonza about the process of making Bookings and Related Services and purchase of Bonza Services and the Travel Trade Portal. Such feedback may be made via the Digital Support Centre.

### **Disputes**

Disputes, including without limitation in respect of claims for losses and/or damages arising in respect of Bookings, Related Services, Conditions of Carriage, delays, scheduling, interconnecting Flights, baggage, suspension or blocks, and disputes in relation to the Customer may be raised via

feedback@flybonza.com at first instance. The Customer agrees to keep disputes raised with Bonza strictly confidential.

### **Conditions of Carriage**

The Customer acknowledges that in addition to these Bonza Travel Trade Portal Customer Terms, all Bookings and Related Services are governed by and subject to the terms of the Conditions of Carriage and rules of Bonza.

### **Governing Law**

These Travel Trade Portal Customer Terms and all disputes arising are governed by the Laws of Queensland, and Bonza and the Customer each submits to the non-exclusive jurisdiction of the Courts of Brisbane.

### **Priority**

These Travel Trade Portal Customer Terms have priority over any prior version, and prevail over any other understanding between the parties, including the Conditions of Carriage. Whilst the Web Terms are intended to be read together with the Conditions of Carriage, in the event of inconsistency, the Web Terms prevail over the Conditions of Carriage.

### **Severability**

If any part of these Bonza Travel Trade Portal Customer Terms is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the limitation of liability set out herein, it is to be read down or severed to the extent of the invalidity or unenforceability, and the remainder of this Agreement shall continue in effect.

### **No Waiver**

A failure by either party to enforce a provision at the time shall not amount to a waiver of rights to enforce subsequently.

### **Contra Proferentem**

These Bonza Travel Portal Customer Terms are determined such that no party is disadvantaged on the basis that a party put forward or drafted them.

### **Entire Agreement**

These Travel Trade Portal Customer Terms, together with the Conditions of Carriage and Privacy Policy, constitute the entire agreement between Bonza and the Customer.

Version 1 Dated 24 January 2023