

This is the e-User Agreement between You, as authorized agent, officer, employee or representative on behalf of your organization (the “**Partner**”) and Discover Qatar (collectively referred to as “**Discover Qatar**”) for the access and use of the Discover Qatar partner booking portal (“**B2B Agent Platform**”) provided by Discover Qatar through its website <http://partner.discoverqatar.qatarairways.com>, which includes any information, data, tools, goods, works, products, services and other content available on or through the Discover Qatar website. By registering with Discover Qatar as a potential Partner or existing Partner you agree to be bound by the terms and conditions contained herein. If you have questions about this Discover Qatar e-User Agreement, you are invited to contact Discover Qatar at contractsdept@qatarairways.com.qa.

For the avoidance of doubt, the B2B Agent Platform is operated by Discover Qatar including but not limited to electronic registration. An electronic registration is the process where a Partner interested in establishing business relations with Discover Qatar, registers through the “Become a Partner Application” tab on <https://www.discoverqatar.qa> and where the Partner is required to complete company profile details to allow Discover Qatar to provide a User ID and password to enable secure access and use of the B2B Agent Platform.

1. USER ID AND PASSWORDS

For security purposes while using the B2B Agent Platform, the Partner will be or has been provided by Discover Qatar with User ID and password. The Partner hereby agrees to: (i) be solely responsible for maintaining the confidentiality and security of the User ID and password provided by Discover Qatar for the use of the B2B Agent Platform and may not disclose such User ID(s) and password(s) to any third party(ies), and (ii) fully be responsible for any and all activities which occur in connection with its use or their uses; and (iii) notify Discover Qatar of any changes and/or amendments and/or deletions made to the user(s) of the B2B Agent Platform. The Partner further agrees that it will not permit any other party to access or use the B2B Agent Platform using such User ID(s) and password(s) allocated to it.

2. SUBMISSION OF PARTNER DOCUMENTS

Where the Partner transmits documents through the B2B Agent Platform using its User ID(s) and password(s) as provided by Discover Qatar, such documents shall be deemed to have been submitted by a duly authorized agent, officer, employee or representative of the Partner. Partner hereby waives any defense to the enforceability of any contract formed as a result of the transmission of such document on the ground that it was incorrectly submitted or submitted by an unauthorized agent, officer, employee or representative of the Partner.

3. RIGHTS OF USAGE, REPRESENTATIONS AND WARRANTIES

3.1 The Partner expressly understands and agrees that:

- (i) The B2B Agent Platform is provided on an “as is” and “as available” basis. Discover Qatar expressly disclaims all warranties of any kind, whether expressed or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- (ii) Discover Qatar does not warrant the availability, timeliness, functionality, reliability, sequencing or speed of delivery of the B2B Agent Platform or the content, and is not responsible for internet outages, hardware and/or software failures, downtime, force majeure event (including without limitation acts of God, strikes or other concerted acts of workers, bomb threats, fires, floods, explosions, riots, war and sabotage) and/or user errors.
- (iii) Any material downloaded or otherwise obtained through the use of the B2B Agent Platform is done at Partner’s own discretion and risk and the Partner will be solely responsible for any damage to Partner’s computer system or loss of data that results from the download of any such material or any virus that may be contained therein.

(v) The Partner warrants and represents that all information posted and/or presented, including but not limited to business and/or financial information is accurate, truthful, and not misleading or fraudulent, and does not infringe on any copyright, patent, trademark or any other proprietary rights of any third party.

3.2 In connection with the Partner's use of the B2B Agent Platform, the Partner agrees not to put any computer programs, information or data into the B2B Agent Platform which contains any viruses, time bombs, Trojan horses, worms, cancel bots or other computer programming routines that may damage, detrimentally interfere with, intercept or expropriate any system, data or information of Discover Qatar or its Partners. The Partner further agrees not to use any mechanism, device, application, software or programming, etc., to interfere or attempt to interfere with the proper working of the Discover Qatar' site.

3.3 The Partner is responsible for implementing sufficient firewalls, protections, procedures and checkpoints to satisfy particular requirements for the protection of their system and/or accuracy of data input and output, and for maintaining a means external to Discover Qatar for the reconstruction of lost data.

4. CONFIDENTIALITY

4.1 Each Party agrees (i) to treat the other's information and data transmitted to the B2B Agent Platform as proprietary confidential information ("**Confidential Information**") to the other, (ii) that it will not knowingly disclose to any person or entity not a party to this e-User Agreement, or use for its own or any such person's or entity's benefit any Confidential Information belonging to the other Party to this e-User Agreement without the other Party's prior written consent, and (iii) that it will use all commercially reasonable efforts to maintain the confidentiality of all Confidential Information of the other Party to this e-User Agreement and to prevent the unauthorized disclosure and dissemination of any of the Confidential Information. In no event will any party hereto use less care to maintain the confidentiality of the other Party's Confidential Information than it uses to maintain the confidentiality of its' own information of equal importance.

4.2 Confidential Information, whether or not described above, does not include information that (i) is or becomes known to the public without fault or breach on the part of the Party to this e-User Agreement seeking to disclose it, (ii) the owning Party regularly discloses to third parties without restriction on disclosure, (iii) the Party to this e-User Agreement seeking to disclose it receives from a party other than a Party to this e-User Agreement without restriction on disclosure and without breach of a non-disclosure obligation, or (iv) is required by legal process to be disclosed; provided however, that the Party receiving such process will notify the other Party prior to such disclosure and will take such reasonable steps as the other Party may request to protect the confidentiality of the Confidential Information.

4.3 The provisions of this Clause 4 shall survive the expiration or termination of this e-User Agreement, including but not limited to any discontinuance of or termination of Partner's access or use to the B2B Agent Platform as set out in Clause 11.

5. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The B2B Agent Platform is protected by one or more copyrights, patents, database rights, trademarks, service marks and/or other intellectual property rights. It is prohibited to quote or copy in part or in whole the content of the B2B Agent Platform without any prior written consent from Discover Qatar. Violation of this provision is subject to the exercise of claim and suit pursuant to both criminal and civil laws applicable in the State of Qatar.

6. NOTICES

Except as explicitly stated otherwise or as required by law, the Partner shall provide any notices to Discover Qatar by email to contractsdept@qatarairways.com.qa and Discover Qatar shall provide any notices to the Partner at the e-mail and/or courier/postal address that Partner

provides to Discover Qatar during the e-registration process, or such other address as either Party shall specify in a notification in accordance with this section.

7. INDEMNIFICATION

Without limiting the generality or effect of other provisions of the e-User Agreement, as a condition of use, the Partner agrees to indemnify, hold harmless, and defend Discover Qatar and its affiliates, suppliers and their officers, directors, affiliates, subcontractors acting in their capacity of providing services, goods, works to Discover Qatar, agents and employees (collectively, “**Indemnified Parties**” and each, individually, an “**Indemnified Party**”) against all costs, expenses, liabilities and damages incurred by any Indemnified Party in connection with any third party claims arising out of (a) such Partner's failure to comply with any applicable laws and regulations including data protection and privacy, (b) such Partner's breach of any of its obligations set forth in this e-User Agreement; and (c) infringement claims asserted against Discover Qatar based on its use of Partner's intellectual and informational property; and (d) such Partner's agreements or transactions with Discover Qatar. The Partner shall not settle any such claim without the written consent of the applicable Indemnified Party, such consent shall not be unreasonably withheld, conditioned or delayed.

8. COMMERCIAL TERMS

8.1 Unless otherwise specified in separate written contractual agreement between the Partner and Discover Qatar, the following commercial terms apply:

- (i) The Partner agrees to immediate payment via credit card via the B2B Agent Portal. Credit Card Payments are processed via the automated secure Common Payment Gateway.
- (ii) Rates are net, non-commissionable and based on the current availability and pricing level of services at time of quote, these may be subject to change without prior notice. No reservation is made until the payment is completed.
- (iii) B2B Agent Portal Hotel rates should only be sold within a bundled package and are not to be displayed in an open user group as “Accommodation Only” rate.
- (iv) B2B Agent Portal rates are based on market research, competition analysis, strategic +negotiation and prior knowledge of seasonal trends.

8.2 Cancellation terms

Days prior to arrival	Cancellation	Part cancellation or amendment
+30 days	FOC	FOC
15 to 29 days	FOC	FOC
6 to 14 days	Handling Fee (up to QAR100)	Per Change; Per Booking (up to QAR100)
No Show to 5 days	Hotel + Tours and Transfers Cancellation Policy + DQ Handling Fee (up to QAR100)	Hotel + Tours and Transfers Cancellation Policy + DQ Handling Fee (up to QAR100)

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL DISCOVER QATAR, NOR ANY OFFICER, AFFILIATE, DIRECTOR, SHAREHOLDER, AGENT, CONTRACTOR OR SUBCONTRACTOR ACTING IN ITS CAPACITY OF PROVIDING SERVICES,GOODS, OR WORKS TO DISCOVER QATAR, OR EMPLOYEE BE LIABLE TO PARTNER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, EARNINGS, OR BUSINESS OPPORTUNITIES, OR EXPENSES OR COSTS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, RESULTING DIRECTLY OR

INDIRECTLY FROM, OR OTHERWISE ARISING (HOWEVER ARISING, INCLUDING NEGLIGENCE) OUT OF: THE USE OF THE B2B AGENT PLATFORM BY PARTNER, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM OR ARISING OUT OF SUCH PARTNER'S RELIANCE ON THE B2B AGENT PLATFORM OR THE MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, DELAYS IN OPERATION, NON-DELIVERIES, MISDELIVERIES, TRANSMISSIONS, EAVESDROPPING BY THIRD PARTIES, OR ANY FAILURE OF PERFORMANCE OF THE B2B AGENT PLATFORM; ANY AGREEMENT ENTERED INTO BETWEEN PARTNER AND ANY THIRD PARTY (OR THE NEGOTIATIONS OR DISCUSSIONS CONDUCTED IN ANTICIPATION OF ANY SUCH AGREEMENT), THE TERMINATION OR SUSPENSION OF PARTNER'S USER ID AND PASSWORD BY DISCOVER QATAR FOR THE USE OF THE B2B AGENT PLATFORM (AT ITS OWN DISCRETION OR UPON DISCOVER QATAR' REQUEST) PURSUANT TO THIS E-USER AGREEMENT; THE FAILURE, OR ALLEGED FAILURE, OF ANY PRODUCT OR SERVICE PURCHASED PURSUANT TO THE B2B AGENT PLATFORM TO CONFORM TO ANY TERMS, WHETHER PUBLISHED ON THE B2B AGENT PLATFORM OR NOT; THE BREACH, OR ALLEGED BREACH, OF ANY WARRANTY, EXPRESS OR IMPLIED, RELATING TO ANY SUCH PRODUCT, SERVICE; OR GOVERNMENT RESTRICTIONS, STRIKES, WAR, ANY NATURAL DISASTER OR FORCE MAJEURE, OR ANY OTHER CONDITION BEYOND DISCOVER QATAR'S REASONABLE CONTROL.

10. GOVERNING LAW AND SETTLEMENT OF DISPUTE

This e-User Agreement shall be governed by, interpreted and construed and enforced in accordance with the applicable laws of the State of Qatar. The Qatari courts shall have exclusive jurisdiction over all disputes arising out of or in connection with this e-User Agreement and their decisions shall be final and binding on the parties.

11. EFFECTIVE DATE AND TERMINATION

- 11.1 Partner agrees that this e-User Agreement shall govern the Partner's usage and participation of the B2B Agent Platform for the above mentioned purpose and shall be effective on the date this e-User Agreement is accepted by the Partner on the B2B Agent Platform.
- 11.2 Partner agrees that Discover Qatar, in its sole discretion, may terminate Partner's User ID and password or participation of any event of the B2B Agent Platform and remove and discard any Partner information within the B2B Agent Platform for any reason, including, without limitation, for lack of use or if Discover Qatar believes that Partner has violated or breached this e-User Agreement.
- 11.3 Discover Qatar may also in its sole discretion and at any time discontinue the B2B Agent Platform or any part thereof, with or without notice.
- 11.4 Further, Partner agrees that Discover Qatar shall not be liable to Partner or any third party for Discover Qatar's decision to suspend, discontinue or terminate Partner's access or use to the B2B Agent Platform.
- 11.5 Unless expressly stated under this e-User Agreement, any termination of the e-User Agreement shall not relieve the Party of any obligation accrued hereunder before the effective date of such termination, or affect Party's rights obtained hereunder.

12. ACCEPTANCE OF THIS AGREEMENT

- 12.1 The Partner's authorized representative shall indicate its acceptance and agreement to be bound by the terms and conditions of this e-User Agreement at the time of the Partner's authorized representative's login to the B2B Agent Platform.
- 12.2 Upon acceptance of registration of any Partner, Discover Qatar will issue a User ID and password to the Partner's authorized representative for access to the B2B Agent Platform.

13. MISCELLANEOUS PROVISIONS

- 13.1 This e-User Agreement constitutes the entire agreement and understanding between the Parties with respect to the Partner's access and use of the B2B Agent Platform for the purpose of booking Discover Qatar's products and services. Neither the course of conduct between the Partner and Discover Qatar nor trade practice shall act to modify any provision of the e-User Agreement.
- 13.2 Headings are for reference only.
- 13.3 A Party's failure to insist upon or enforce strict performance of any provision of the e-User Agreement shall not be construed as a waiver of any provision or right.
- 13.4 If any particular provision of the e-User Agreement is held to be invalid or unenforceable, such determination shall not affect any other provision of the e-User Agreement which shall remain in full force and effect. In addition, if any provision contained in the e-User Agreement shall for any reason be held to be excessively broad as to activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law.
- 13.5 This e-User Agreement may not be assigned or transferred to third parties by the Partner without prior written permission from Discover Qatar.
- 13.6 Nothing in this e-User Agreement shall be deemed or interpreted to create any relationship between Discover Qatar and the Partner other than that of independent contractors. No agency, partnership, joint venture, employee-employer or any other type of relationship is intended to be created by this e-User Agreement.
- 13.7 Each Party shall comply with any obligations imposed on it under any applicable data protection and privacy laws to the extent that such Data Protection Laws are applicable in respect of the information provided by the Partner to Discover Qatar under this e-User Agreement and in the case of Discover Qatar, it shall process all personal data in accordance with its Partner Privacy Notice. Each Party shall ensure it observes its obligations regarding technical and organizational measures for the security of personal data, appropriate consent, if required, and the transfer and use of personal data. For the purposes of this clause, "**Data Protection Laws**" means any law, regulations or legally binding obligation, relating to data privacy, trans-border data flows or data protection governing the collection, use, storage or management of personally identifiable information exchanged under this e-User Agreement or by use of the B2B Agent Platform or <https://www.discoverqatar.qa>.
- 13.8 The Partner shall comply with the Discover Qatar Website Terms of Use which are incorporated by reference hereto and which can be found on <https://www.discoverqatar.qa> and which may be amended from time to time without notice.