



**IATA ENHANCED PARTNER IDENTIFICATION
AND CONNECTIVITY (EPIC),
A CARGO CONNECT SOLUTION**

Terms of Use

EPIC

IATA operates a digital application known as the **Enhanced Partner Identification and Connectivity (EPIC)** Platform, a cargo Connect solution, which serves to provide the IATA EPIC Platform users (the **Users**) with a business intelligence solution and comprehensive tool aiming at accessing, identifying and connecting business to business actors and stakeholders in the field of air cargo in a seamless, streamlined and secure fashion and facilitate digital connectivity by automating business partners registration and distribution processes as between shippers, consignees, freight forwarders, airlines, ground handlers, customs authorities and IT providers through a bespoke digital solution generating permanent IDs for each industry stakeholder, maintaining routing, CCS or host-to-host connection details, and making available a service to search and obtain business partners' identification and routing information.

Participation to EPIC is open to all commercial aviation industry stakeholders on subscription basis. Participation to EPIC is not conditioned upon the Users being IATA Members.

Terms of Use

The following Terms of Use are entered between you, the **User**, and us, the International Air Transport Association (**IATA**), an association created by a Special Act of the Parliament of Canada, with its head office at 800 Place Victoria, P.O. Box 113, Montreal, Quebec, Canada H4Z 1M1.

These Terms of Use as well as all policies, guidelines and operating procedures respecting to access and use of the IATA EPIC Platform are published and may be accessed through the IATA EPIC Platform. These Terms of Use establish the terms and conditions on which we offer you access to and use of the IATA EPIC Platform. By using the IATA EPIC Platform, you agree and undertake to abide by the terms of these Terms of Use.

PLEASE READ CAREFULLY THESE TERMS OF USE BEFORE COMPLETING YOUR REGISTRATION. PLEASE CONFIRM YOUR ACCEPTANCE OF THESE TERMS OF USE BY ACTIONING THE ACCEPTANCE FEATURE ON THE REGISTRATION PAGE.

Subscription

The services under the IATA EPIC Platform are made available to Users by way of subscription. For more information on our subscription offers, please go to www.iata.org/EPIC or contact us at <https://www.iata.org/Pages/contact.aspx>.

Access to the IATA EPIC Platform are reserved to registered Users. You undertake to refrain from providing access to, sharing access with, transferring or assigning your usage rights to any third party.

Registration

For purposes of registration, the User shall provide all required information enabling the creation of a designated account and enabling the User to access and use the IATA EPIC Platform (the **User Account**). The User represents and warrants to IATA that the User: (i) shall provide truthful, accurate, current and complete information, (ii) shall maintain at all times and promptly update the information associated with its User Account, (iii) shall keep confidential and apply adequate security measures in order to protect the unique username and password associated with the User and permitting access to the IATA EPIC Platform. IATA may ask you

for additional information, credentials and security in order to complete your subscription and onboarding on the IATA EPIC Platform.

Access Code and Password

The User undertakes not to access the IATA EPIC Platform by any other means than through the User Account, by applying valid log-in username and password. The User is responsible for maintaining the confidentiality of all information relating to its User Account and log-in information, username and password. It is the User’s responsibility to ensure that all its designated authorized users maintain and abide by the same level of confidentiality and these Terms of Use apply to designated authorized users to the same extent as they apply to the registered User. The User remains responsible for all actions and transactions performed by the User’s designated authorized users and other parties that may have been provided access to the IATA EPIC Platform through the User Account. Should you become aware or suspect any unauthorized use or attempted use of your User Account, you undertake to immediately inform IATA for IATA to take appropriate action.

Duration

The User agrees that these Terms of Use shall govern the User’s access and use of the IATA EPIC Platform for the entire duration of use of the EPIC services by the User. IATA reserves the right to interrupt, suspend or terminate the services offered through the IATA EPIC Platform at any time, and these Terms of Use may be amended or rescinded by IATA at any time by posting a notice to such effect on the IATA EPIC Platform.

The User may at any time request IATA to deactivate its User Account. In such event, the User shall remain responsible for all transactions in progress, as well as any obligations set out under the terms of the User’s subscription.

User Code of Conduct

The User undertakes to comply with all requirements of the IATA EPIC Platform, including the designated mode and format of data transmission, authorized payment methods, and shall ensure the accuracy at all relevant times of any listing posted on the IATA EPIC Platform. The User is solely responsible for the User Content it has posted on the IATA EPIC Platform.

The User undertakes to comply with the rules of conduct prescribed hereunder, and further undertakes to communicate same, and ensure that same are always complied with by its designated authorized users:

- (i) **Illegal and Reprehensible Activities.** The User shall not use the IATA EPIC Platform to partake in any illegal, criminal or reprehensible activities, including without limitation, any breach of applicable legislation, copyright, trademark and intellectual property infringement, market manipulation, price fixing and any other practice breaching antitrust laws and fair competition principles, money laundering activities, terrorism financing, bribery and collusion;
- (ii) **Misleading Contents.** The User undertakes not to post false, misleading, inaccurate deceptive, defamatory or otherwise disparaging or reprehensible contents, comments or information;
- (iii) **Systems Abuse.** The User shall not commit systems abuse, including without limitation, excessive intense processor use, excessive use of disk space, excessive

use of data storage space, computer hacking, error handling, masking, use of unauthorized domain name service, installation of permanently running programs, robots, resale of scripts or databases;

- (iv) Malware. The User shall not upload unto the IATA and/or EPIC servers or equipment any form of destructive software, such as data mining tools, gathering and extraction tools, viruses, worms, trojan horses, time bombs, cancelbots, or any other harmful components, computer files, programs or codes designed to interrupt, destroy or limit the functionality of the service or of any other software or equipment;
- (v) Reverse Engineering. The User shall not disassemble decompile, produce derivative works or reverse engineer any software or component of the IATA EPIC Platform, and shall not directly or indirectly attempt to derive any source code or industrial secrets comprising or relating to the IATA EPIC Platform;
- (vi) Disruption. The User shall not attempt to interfere with, or otherwise disrupt the IATA EPIC Platform or the networks and servers of IATA, by any means whatsoever;
- (vii) Identification. The User shall not use a false, confusing or misleading name, identity, business concern or purpose, and shall not appropriate, remove, deface, overprint or tamper with trademark, logo, legend, warnings or copyrights of third parties;
- (viii) Redistribution. The User shall not redistribute, publish, sell, make mass, automated or systematic extractions from, attempt to derive profit from or otherwise transfer content and information to any third party;
- (ix) Advertising and Services. The User shall use the IATA EPIC Platform strictly for the purposes intended and shall not, *inter alia*, advertise or offer for sale or hire business opportunities, direct sales, marketing opportunities, franchises, agency services, securities, financial and lending products and services, leasing and rental services;
- (x) Sanctions. The User shall refrain from placing on the EPIC information or data pertaining to nationals or jurisdictions placed under United Nations sanctions, and IATA retains the right to withhold or remove any information or data which may be unclear as to origin and provenance; and
- (xi) Facilitation. The User shall not facilitate, encourage or enable, directly or indirectly, any third party to engage in the above conduct.

The User understands and acknowledges that any breach of the IATA EPIC Platform rules and regulations and User Code of Conduct may result in the immediate suspension and withdrawal of User's privileges under the IATA EPIC Platform. The User Code of Conduct may be supplemented by policies, protocols, procedures and guidelines posted from time to time onto the IATA EPIC Platform.

Listings and Search Results

Listings and search results are organized by alphabetical order. The User understands and acknowledges that IATA will not guarantee a specific location or order of listing in the search

results. The User is hereby informed that the algorithm powering the IATA EPIC Platform is subscriber and user neutral.

Confidentiality

The User undertakes to keep all information relating to the IATA EPIC Platform strictly confidential. As between IATA and the User, all information, including technical data and know-how and concept, pertaining to the IATA EPIC Platform, except as specifically provided hereinafter, is proprietary and confidential information owned by IATA. Confidential information for the purpose of this provision shall mean information, documents, details and data, which are marked as such or are to be confidential because of their nature. The above does not apply to information and data contributed by the User pursuant to the terms of its subscription, to information that becomes publicly known through no fault of the User or is within the public domain, to information approved for release by written authorization by IATA or to disclosure required by law. This undertaking shall survive the termination of the User's participation to the IATA EPIC Platform.

Customer and Technical Support

IATA will provide the User with technical and customer support as described on the IATA EPIC Platform. IATA will use commercially reasonable efforts to respond to requests for technical support, but IATA does not guarantee any specific response time to resolve technical issues as such response time may vary depending on the nature and extent of any given technical issue, nor does IATA guarantee any resolution with respect to any such issue.

The User shall be responsible for procuring at its own cost and expense the computer equipment, physical facilities and appropriate secure Internet connection required to access and use the IATA EPIC Platform.

Virus Policy

The User is solely responsible for protecting its computer equipment, mobile devices, software, electrical equipment and any other equipment against viruses, and to ensure that same are free from any viruses. IATA maintains its own protection against viruses on its servers, but shall undertake no liability, including without limitation, for direct and indirect damages, for viruses that may affect User's systems and viruses resulting from access to, and/or use of, the IATA EPIC Platform.

Security and Reliability

The reliability of access to the IATA EPIC Platform is a priority for IATA. However, IATA cannot fully guarantee reliable access to the IATA EPIC Platform, and in particular in the event of:

- (a) Heavy Internet traffic;
- (b) Automated maintenance and upgrades of the IATA EPIC Platform and relevant servers; and
- (c) Events constituting force majeure (including without limitation, business interruption, acts of terror, civil unrest and armed conflicts, fortuitous events, regulatory or government actions, computer failure, software viruses, hacking, worms, service attacks and other causes reasonably beyond IATA's control).

The User acknowledges and agrees that IATA shall undertake no liability, including without limitation, for direct and indirect damages, for any downtime that the IATA EPIC Platform may experience for any reason.

Denial of Access

IATA retains the right, in its entire discretion, to cancel, limit or suspend the User's access to the IATA EPIC Platform or to any portion of its content without prior notice and without thereby incurring any liability, for any reason whatsoever, including any breach or disregard of these Terms of Use.

Control Measures

In order to prevent unlawful or illicit use of the IATA EPIC Platform, IATA reserves the right, without being obliged to do so, in its entire discretion and at any time, to ask Users to substantiate their compliance with these Terms of Use. In that regard, IATA may ask an User to communicate with IATA and to provide IATA with any document or information substantiating its use of the IATA EPIC Platform, and the User undertakes to respond to such requests without delay. IATA will take whatever measures it, in its entire discretion, deems justified or necessary, and may temporarily or permanently interrupt the User's access to the IATA EPIC Platform.

Third Party Links and Third Party Content

The IATA EPIC Platform may include content placed on the IATA EPIC Platform by other Users and third parties and provide links to other Internet sites or resources. Such third party content and links are contributed by third parties and made available by IATA for convenience, and the inclusion of any third party content or link to such sites or resources does not imply endorsement by IATA of such third party content, sites or resources, and IATA provides no guarantee in respect of the accuracy and completeness of third party content.

The User acknowledges that IATA shall make no independent verification and has no control over such third party content, external sites and resources, and further acknowledges and agrees that IATA is not responsible for information published on the IATA EPIC Platform by Users and third parties and the accuracy of same IATA may terminate the availability of resources through third party links on the IATA EPIC Platform at any time without any notice. IATA will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with, use of, or reliance on, any such content, and for products, goods or services advertised or made available through third party content, external sites and resources.

Intellectual Property

IATA EPIC Platform Content

As between IATA and the User, all content, data, graphics, photographs, images, audio, video, software (including source code and object code), products, trademarks, service marks, trade names and all other intellectual property, components and information (collectively, the **EPIC Content**) accessible by means of the IATA EPIC Platform, excluding the User Content, are the exclusive property of IATA and/or its licensors. The EPIC Content is protected by Canadian and international intellectual property laws.

Except as provided forth herein, the User is prohibited from modifying, copying, reproducing, publishing, transmitting, distributing, posting, executing or interpreting, transferring, assigning or selling any EPIC Content, or creating derivative works therefrom, without the specific prior written consent of IATA.

User License

As between IATA and the User, for as long as the User Account remains active, and subject to the terms and conditions of these Terms of Use, IATA grants to the User a non-exclusive, single-user, personal, revocable, non-assignable, non-transferrable, non-sublicensable limited license to access and use the IATA EPIC Platform, exclusively for the purposes of the IATA EPIC services made available to the Users by IATA. Except for the rights specifically granted herein to the User, these Terms of Use do not transfer to the User any right of ownership, grant a license or other right in or to the IATA EPIC Platform or information accessible thereon. As between the User and IATA, IATA shall be considered the sole and exclusive owner of all components of the IATA EPIC Platform, all aggregated and transformed data derived from the original data contributed by the User to the IATA EPIC Platform, and all ideas originating from the User which may lead to improvements, developments, modifications, changes, enhancements, supplements, augmentations or derived works in connection with the IATA EPIC Platform shall be the exclusive property of IATA and the User hereby irrevocably and forever assigns to IATA all of its worldwide rights, title and interest in and to same and waive any claims or moral rights it may have in that regard.

For greater certainty, the license granted to the User under the preceding paragraph shall not grant to the User any license or right to use names, words, titles, logos, slogans, graphics or designs that constitute trademarks, service marks or trade names, and which are made available in connection with the IATA EPIC Platform, regardless of whether same are the property of IATA or of third parties, without the prior written consent of IATA.

User Content

The User represents and warrants that it is duly authorized to place User Content on the IATA EPIC Platform. The User warrants that no part of the User Content shall infringe on the rights of third parties, including intellectual property rights.

Any and all information and related materials published, stored or uploaded by the User to, or in connection with, the IATA EPIC Platform (the **User Content**) shall remain the property of the User. The User hereby grants to IATA the irrevocable right to retain, store, copy, treat, disassemble and reassemble the data contributed by User to the IATA EPIC Platform. The User hereby grants to IATA a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to copy, disclose, distribute, incorporate and otherwise make use of the User Content and all images, text and other data embodied therein, for the purposes for which it was uploaded, as well as to treat and use aggregated anonymized data for purposes of research, benchmarking, creating a published historical database, education, publications, analyses, industry reports and guidelines, best practices and commercialization as applicable.

IATA is in no manner responsible for the User Content. The User is prohibited from posting or transmitting to the IATA EPIC Platform any unlawful, threatening, libelous, defamatory, misleading or otherwise inappropriate material.

IATA reserves the right to extract, move and copy all data from the IATA EPIC Platform into an IATA hosted and controlled storage at any time, on a periodic or continuous basis.

IATA shall be entitled to use the data contributed by the Users in an aggregated and anonymized format for various derived and accessory purposes such as, without limitation, research, publications, analyses, industry reports and guidelines, proposals, best practices and standards setting.

Location of Records

The User acknowledges and agrees that User Content and information placed on the IATA EPIC Platform may be held through the services of a third-party provider and located in a jurisdiction other than the jurisdiction of the User and/or the jurisdiction applicable to these Terms of Use. The User acknowledges that data will be stored on the Cloud.

No Warranty

As between IATA and the User, unless otherwise stated in terms applicable specifically to a certain component, product or service offered through the IATA EPIC Platform, the EPIC and all components and content thereof are provided “as is” and “as available”, without any warranty, representation or condition whatsoever, express or implied.

TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LEGISLATION, IATA DISCLAIMS ANY WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, IN RESPECT OF THE IATA EPIC PLATFORM AND ITS COMPONENTS AND CONTENTS INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES, REPRESENTATIONS, CONDITIONS AND WARRANTIES OF QUALITY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUALITY, FITNESS FOR A PARTICULAR PURPOSE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IATA DOES NOT REPRESENT NOR WARRANT THAT THE IATA EPIC PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE, THAT ANY DEFICIENCIES WILL BE CORRECTED, OR THAT THE SERVER, THE SYSTEMS OR THE NETWORK UNDERLYING SAME ARE, OR WILL BE, FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. IATA SHALL HAVE NO OBLIGATION TO CONTINUE TO MAINTAIN THE IATA EPIC PLATFORM IN OPERATION OR TO PRODUCE NEW VERSIONS OF, OR IMPROVEMENTS TO THE IATA EPIC PLATFORM.

IATA DOES NOT MAKE ANY WARRANTY OR REPRESENTATION CONCERNING THE IATA EPIC PLATFORM CONTENTS, USER CONTENT OR ANY OTHER INFORMATION, DATA OR OTHER ITEMS OFFERED BY WAY OF THE IATA EPIC PLATFORM, INCLUDING WITHOUT LIMITATION, WITH RESPECT TO CORRECTNESS, ACCURACY, DESIGN AND SAFETY, COMMERCIAL TERMS AND CONDITIONS, COMPETITIVE PRICING, AVAILABILITY, DELIVERY, REGULATORY COMPLIANCE, USEFULNESS, RELIABILITY OR ANY OTHER QUALITY THEREOF. IATA EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING THE ACCURACY AND TIMELINESS OF DATA GENERATED BY CONTRIBUTING USERS AND SHALL HAVE NO LIABILITY IN RESPECT OF THE CREDITWORTHINESS AND GOOD STANDING OF USERS, OR THE RELIANCE, USE, NON-USE OR INTERPRETATION OF THE INFORMATION POSTED, RECEIVED, TRANSFORMED OR GENERATED BY THE IATA EPIC PLATFORM, WHICH IS PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND.

THE USER ACKNOWLEDGES THAT THE IATA EPIC PLATFORM IS ONE OF MANY TOOLS AND METHODS AT ITS DISPOSAL FOR THE PURPOSES OF ACCESSING THE MARKET, AND THAT IT HAS PERFORMED ITS OWN INDEPENDENT ANALYSIS, WITHOUT RELIANCE ON IATA, ITS REPRESENTATIVES OR ANY OTHER PARTY PURPORTING TO ACT ON BEHALF OF IATA, IN REGARDS TO THE LEVEL OF SERVICES DESCRIBED UNDER THE IATA EPIC PLATFORM AND THAT IT HAS MADE ITS OWN DETERMINATION AND DECISIONS, AND HAS RECEIVED SUCH INDEPENDENT EXPERT ADVICE AND MADE ANY SUCH INQUIRIES AS THE USER

MAY DEEM NECESSARY AND SUITABLE IN THAT REGARD. THE USER FURTHER ACKNOWLEDGES AND AGREES THAT IATA HAS MADE NO REPRESENTATIONS OR PROVIDED ANY WARRANTIES CONCERNING THE CONTENT MADE AVAILABLE THROUGH THE IATA EPIC PLATFORM OR THE LEGALITY, VALIDITY, SUFFICIENCY OR ENFORCEABILITY OF ANY INFORMATION RELATING THERETO. THE USER WILL, INDEPENDENTLY AND WITHOUT RELIANCE UPON IATA, CONTINUE TO MAKE AND RELY UPON ITS OWN COMMERCIAL DECISIONS IN TAKING OR REFRAINING FROM TAKING ANY ACTIONS OR ENTERING INTO ANY COMMITMENTS OR AGREEMENTS OF ANY KIND WHATSOEVER. IATA SHALL HAVE NO DUTY OR RESPONSIBILITY TO PROVIDE THE USER WITH NOTICES, WARNINGS OR INFORMATION CONCERNING THE MARKET OR THE OTHER USERS. IATA FURTHERMORE DISCLAIMS ANY WARRANTY AND MAKES NO REPRESENTATION TO THE EFFECT THAT THE USE OF THE IATA EPIC PLATFORM BY THE USER WILL SATISFY OR ENSURE COMPLIANCE WITH ANY OBLIGATIONS IMPOSED FROM TIME TO TIME BY AN INDUSTRY REGULATORY BODY OR BY LAW.

The Warranties and remedies set forth in these Terms of Use are the User's sole and exclusive warranties and remedies in connection with the services provided under the IATA EPIC Platform.

The User expressly acknowledges and agrees that its use of the IATA EPIC Platform is at its own risk and that IATA shall not be liable for any errors, deficiencies or omissions in connection with the use of the IATA EPIC Platform.

The User has sole responsibility for the adequate protection and backup of data and equipment used in connection with the IATA EPIC Platform and will not make a claim against IATA for lost data, re-run time, inaccurate output, work delays or lost profits resulting from the use of the IATA EPIC Platform.

Any material downloaded or otherwise obtained through the IATA EPIC Platform is done at the User's own discretion and risk, and the User is solely responsible for any damage to its computer system or other equipment, or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by the User from IATA or through the IATA EPIC Platform will create any warranty not expressly stated in these Terms of Use. IATA's employees, representatives and agents are not authorized to vary these Terms of Use.

Limitation of Liability

To the maximum extent allowed under applicable legislation, IATA shall not be liable towards the User or any other person, whether in agreement, tort, negligence, strict liability, by statute or otherwise, for any direct, indirect, incidental, special, consequential, punitive, reputational or exemplary damages, including but not limited to, damages for loss of profits, revenue, loss of opportunity, goodwill, reputation, use, data, electronically transmitted orders, or other economic advantage resulting or arising from access to, use of, or inability to use, the IATA EPIC Platform or its components, even if IATA is advised of the possibility of such damages or even if such damages are reasonably foreseeable. In the event the liability of IATA may not, by law, be excluded or limited as hereinbefore provided, the User agrees that IATA's total aggregate liability shall not exceed an amount equal to the subscription fees payable by the User over the specific period during which the alleged issue occurred up to a maximum period of 12 months.

Indemnification

The User agrees and undertakes to fully indemnify and hold harmless IATA, its representatives, agents and licensors, as well as their respective directors, shareholders, parent companies, employees, agents and representatives, successors and assigns from and against any action, claim, loss and any damages (direct, indirect or other) and judgments, all reasonable legal fees (including legal fees on a solicitor-client basis) and disbursements and any other liability or expense that they may incur in relation to: (i) any User Content or other item provided by the User to IATA; (ii) any breach of the EPIC Code of Conduct by the User or any other breach of the warranties, representations, undertakings, duties or obligations set out in these Terms of Use; (iii) any alleged infringement of a patent, trade secret, copyright, trademark or third-party intellectual property; or (iv) any activity related to the User Account (including any negligent or faulty conduct) carried out by any other person having communicated with IATA or accessed the IATA EPIC Platform, by using log-in credentials associated with the User Account.

Protection of Personal Information

IATA may collect and use personal information in the context of the use of the IATA EPIC Platform in compliance with IATA's Privacy Policy published on the IATA website.

Cookies

In connection with the use of the EPIC, cookies and other technologies may be used in compliance with applicable laws to monitor the User's use of the IATA EPIC Platform. Each User may configure its Web browser to warn them when a cookie is received or to block cookies. It is also possible to delete cookies at any time. However, by not accepting cookies, the User may not be able to fully benefit from all the features of the IATA EPIC Platform.

Notices

IATA may send to the User notices using the contact information that the User submits upon registering an User Account, or by posting a general notice on the homepage of the IATA EPIC Platform, or by any other reliable method. Any questions concerning these Terms of Use, and any other request, shall be sent to IATA using the contact information for IATA posted on the IATA EPIC Platform.

Trademarks and Corporate Identification

All brands, trademarks, logos, graphics and character styles appearing on the IATA EPIC Platform are trademarks or trade dress of IATA or its licensors.

Relationship of the Parties

The User acknowledges that the parties are independent contractors and that they entertain no business relationship of the nature of a partnership, joint venture, franchise, master/servant, principal/agent and that neither party has the right to bind or obligate the other.

Non-Waiver

The failure by IATA to require strict performance of any provision of these Terms of Use shall not be interpreted as a waiver of any right hereunder by IATA. Neither the conduct of relations between the User and IATA, nor business practices, shall act to amend any provision of these Terms of Use.

Assignment

IATA may, at any time, assign its rights and obligations hereunder to any party, without prior notice to the User. The User may not assign any of its rights or obligations hereunder to any party without the prior written consent of IATA.

Entire Agreement

These Terms of Use constitute the entire agreement between the User and IATA with respect to the subject matter hereof.

Amendment and Severability

If any provision of these Terms of Use should be found invalid or unenforceable, such provision shall be amended only to the extent required to make same comply with applicable legislation, and the validity of the remaining provisions of these Terms of Use shall not be affected thereby.

Applicable Law and Jurisdiction

The validity, interpretation, construction and performance of these Terms of Use shall be governed by the laws of the Province of Quebec and the federal laws of Canada applicable therein, without reference to conflict of laws principles. The courts sitting in Montreal (Quebec) shall have exclusive jurisdiction over any judicial proceedings arising directly or indirectly from, or associated with, the use of the IATA EPIC Platform.