



Agent Code of Conduct for Rest of World

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A. Introduction

- The rules and guidelines outlined in this document constitute the " Agent Code of Conduct" of Delta Air Lines, Inc. (the “Carrier” or “Delta”), which contains instructions from Delta to travel agents booking and/or selling Delta’s passenger air transportation services (hereafter referred to as the “Agent”).
- This Agent Code of Conduct is issued solely by Delta and applies to bookings and/or sales of travel originating outside of North America and Europe (“RoW”). For bookings and/or sales of travel originating in North America, please refer to the Agent Code of Conduct for North America (Delta, Air France, and KLM joint policy), available at <https://pro.delta.com/content/agency/us/en/policy-library.html>. For bookings and/or sales of travel originating in Europe, please refer to the Agent Code of Conduct for Europe (Air France, KLM, and Delta Air Lines joint policy), available at afkl.biz.
- This Agent Code of Conduct forms part of the terms of each Agent’s appointment as an authorized agent to sell Delta’s passenger air transportation services and they are expressly considered written instructions of Delta for purposes of the IATA Passenger Sales Agency Agreement and the IATA Passenger Agency Rules .
- Agent’s booking and/or selling any of Delta’s passenger air transportation services must comply with the terms set forth in the Agent Code of Conduct. Agent’s booking and/or selling any of Delta’s passenger air transportation services shall constitute agreement to and acceptance of the Agent Code of Conduct.
- This Agent Code of Conduct applies to Agent and to all its approved locations and affiliated agencies which are under the control of Agent. Agent shall provide, at Delta’s request, each of its IATA and/or ARC numbers and those of its locations and their respective ID/PCC numbers.
- Non-compliance with the Agent Code of Conduct may lead to penalties such as: Agent Debit Memos (ADM) and/or invoices of the costs and charges incurred by Delta as a result of Agent non-compliance. Repeated non-compliance with the Agent Code of Conduct may result in Agent’s loss of its appointment to book and ticket Delta’s passenger air transportation services.
- Delta reserves the right, from time to time and at their sole discretion, to change and/or update the Agent Code of Conduct by posting amended terms or new versions of the document on the Delta’s dedicated Agent portal (Delta Professional). The most recent version of the Agent Code of Conduct will supersede all previous versions and shall apply as of the effective date of the most recent



version. The latest version of the Agent Code of Conduct will be available, at all times, on Delta's dedicated Agent portal, currently available at <https://pro.delta.com/content/agency/us/en/policy> (as may be amended from time to time). Delta may ascertain at any moment if the Agent is compliant with the Agent Code of Conduct.

B. Agent's obligations

Agent must comply with the rules and principles set forth in this document when booking and/or selling Delta's air transportation services to customers.

1. Compliance with applicable laws, rules, and regulations

- Agent shall comply with all applicable laws, rules, and regulations in connection with the advertising, sale, and/or distribution of air transportation services, and shall not engage in any action deemed to be an unfair or deceptive trade practice or unfair competition. Such laws, rules and regulations include, without limitation:
 - Compliance with all of EU rules, regulations and guidelines.
 - Compliance with all of the US Department of Transportation's rules and guidelines governing display or advertising of fares and air transportation services, including without limitation 14 C.F.R. §399.84
 - Compliance with 14 C.F.R. Part 257, concerning the disclosure of codeshare services
 - Compliance with 14 C.F.R. Part 258, concerning the disclosure of change of gauge services
 - Delivery of all applicable ticket notices, including without limitation the notice of incorporated terms required by 14 C.F.R. Part 253; the baggage liability notice required by 14 C.F.R. Part 254, international liability limitation notices required pursuant to DOT Order 2006-10-14; and notice of overbooking required by 14 C.F.R. Part 250
 - Compliance with 14 C.F.R. § 399.80, concerning the prompt refund of airfare for a cancelled flight or a significantly delayed or changed flight where agent is the merchant of record
 - Compliance with 14 C.F.R. § 399.80, concerning the disclosure of service fees and material restrictions on any alternative compensation provided in lieu of a refund for a cancelled flight or significantly delayed or changed flight where agent is the merchant of record
 - Compliance with the notice requirements of 14 C.F.R. §399.85 concerning baggage fees and allowances
 - Compliance with 49 C.F.R. Part 175.25(b) concerning hazardous materials notification during ticket purchase
 - Compliance with all Canada's Air Passenger Protection Regulations, including but not limited to Section 5
- The laws, rules, and regulations cited above in the Agent Code of Conduct are not exhaustive, and it is Agent's responsibility to become familiar with and ensure compliance with the laws, rules and/or regulations which apply to its activities for all and each territory where the Agent is active.
- Delta may publish specific instructions concerning the Agent Code of Code for certain territories in accordance with local rules and regulations. For such territories, the Agent shall also comply with these specific instructions when made available on Delta's websites or dedicated Agent portals. These local rules and regulations supersede the Agent Code of Conduct.
- Delta products and services may only be accessed and sold by individuals and entities that have obtained accreditation by ARC or IATA. This means that each Delta-approved Agent



location, including Agent's home office (each, an "Agency Location"), is only permitted to ticket a Delta booking that has been created by such Agency Location. In no event shall an Agency Location ticket any Delta product or service made available to Agent that has been reserved or booked by any other individual or entity. In addition, no Agency Location shall release ownership of any PNR to any third party. Agent is fully responsible for all Delta distribution and ticketing policy violations by it or any of its Agency Locations. Agents authorized to issue and sell tickets for the benefit of Delta shall strictly comply with all terms and conditions of its appointment and shall exercise its mandate in accordance with Delta's written instructions.

2. Compliance with sales procedures

- The Agent shall comply with Delta's applicable fare rules, tariffs, ticketing and distribution policies, and all terms and conditions governing the Agent's appointment to sell Delta's air transportation services. This obligation extends to all tickets issued by the Agent, its affiliated entities, and all Agency Locations under its IATA or ARC accreditation.
- Agent must strictly follow Delta's written instructions regarding the booking, issuance, and sale of air tickets. This includes compliance with Delta's policies on reservations, ticketing, and Agency Debit Memos (ADMs).
- Agent shall inform the customer in a clear and accurate manner of Delta's tariffs, fare conditions (in particular, modification and cancellation terms), after-sales conditions and the fact that a proof of eligibility may be requested at any time from the customer for typological or tour operating fares. Additionally, Agent shall also make available to the customer Delta's Contract of Carriage and inform the customer about the rule for complete and sequential use of coupons and the consequences of the customer's non-compliance with these rules. Should Agent fail to comply with these obligations, Delta reserves the right to apply fare readjustments and/or issue an ADM in accordance with its ADM policies (available at <https://pro.delta.com/content/agency/us/en/policy-library.html>, as may be amended from time to time). Agents are advised to consult Delta's ADM policies for further details.
- Agent shall inform the customer before the validation of the ticket(s) payment of the key attributes of the ticket(s) and the applicable baggage allowance.
- Agent shall provide the customer with clear and accurate information regarding its airline journey (including operating airline, booking reference, ticket number, origin / destination, flight date(s) / flight number(s), etc.).
- Agent shall systematically notify Delta, in PNRs, of a passenger's Frequent Flyer Program (FFP) account number (e.g., Delta SkyMiles).
- Delta requires Agents to actively ask the passenger whether they wish to have their contact details (mobile telephone number and/or email address) provided to Delta in order to be contacted in the event of a flight irregularity/disruption. Agent shall include such contact details by entering in the PNR the passenger's mobile phone (as SSR CTCM) and email address (as SSR CTCE). In the event the passenger exercises its right not to provide contact details it is incumbent on the Agent to inform the passenger that its refusal will prevent Delta from sending information about flight irregularities and Agent shall enter the passenger refusal in the PNR. Agent is prohibited from including false information or from systematically including Agent's email/phone or in place of passenger contact details (unless specifically allowed by Delta on a case-by-case basis).
- Agent shall comply with all applicable data protection laws and regulations concerning the customers' personal data.
- Agent shall use commercially reasonable efforts to reduce Delta's distribution cost (GDS cost, credit card cost) and support fraud prevention methods.
- Agent shall permit its identification to be included in the MIDT, Direct Data Service and PaxIS product (or equivalent service) of the GDS that it uses regarding data generated by all its IATA



/ ARC locations. Agent shall permit the inclusion of all data relating to all its airline sales, together with its name and identification details, in any data product sold or licensed by any entity and acquired by Delta and/or its partners.

- Agent shall promptly inform Delta of any customer refund request in connection with a cancelled flight or a significantly delayed or changed where Delta is merchant of record.

3. Access and use of Carrier Content

- Delta has invested significantly in creating and developing its Carrier Content based on its expertise. "**Carrier Content**" refers to the package of information and content prepared by Delta, including but not limited to fares, schedules, seat availability, seat assignments, service enhancements, flight information, frequent flyer program account information, functionality, ancillary products and services, merchandising opportunities, and inventory availability.
- This Carrier Content is made available to Agents (or other third parties) directly or indirectly for the purpose of facilitating the sale and promotion of Delta's travel services to end customers.
- Agents may access and use Delta's Carrier Content solely for the purpose of selling and promoting Delta's fares and services. Such access is limited to activities authorized by Delta and for the Agent's approved locations, subject to the terms outlined in this Agent Code of Conduct.

4. Content redistribution

- Agent is not allowed to share, transmit or redistribute any of Delta's Carrier Content, products and/or services with, to or through other distributors, agents, intermediaries, or any other entities except if the Agent has a valid written authorization from Delta. Each violation of this obligation by Agent may result in the issuance of an ADM in accordance with Delta's ADM policies (<https://pro.delta.com/content/agency/us/en/policy-library.html>, as may be amended from time to time), and/or other penalties by Delta for repeated violations, including without limitation the withdrawal of Agent's appointment to sell and ticket Delta's Carrier Content, products, and services.
- If Delta provides written authorization for Agent to share, transmit, or redistribute its Carrier Content, products and/or services with, to or through other distributors, agents, intermediaries, or other entities, the following terms apply:
 - As an IATA/ARC accredited agent, Agent is fully responsible for all tickets issued under its IATA/ARC number(s). Therefore, if Agent issues tickets on behalf of any person or entity with which it has a partnership, then Agent will take all necessary steps to ensure that its partner complies with the Agent Code of Conduct and notably with the Additional Requirements for Online Sales (as defined below) and accepts full responsibility for any breach by the partner of the Agent Code of Conduct.
 - Agent shall communicate to Delta the identity of each of its partners for which the Agent is issuing tickets in order to allow Delta to assess the compliance of said partners with the Agent Code of Conduct.
 - In case Agent's partner is in breach of the Agent Code of Conduct, Agent shall immediately take all appropriate measures to stop the issuance of tickets on Delta's plates for said partner and shall be responsible for recovery of any financial loss suffered by Delta.
- Agent will not issue tickets for an agency (or any of its locations or affiliated agencies) for which Delta has refused or terminated its appointment. Conversely, if Agent's appointment is suspended or terminated, Agent will not seek facilitation from, or otherwise indirectly issue Delta's tickets for the benefit of its customers through any then authorized Delta agent.

5. Ticketing and use of the correct fare and related fare conditions

- Agent shall use the correct fare and ticketing levels for each sold or issued ticket on Delta's plates and shall comply with the fare conditions (including baggage allowance) according to



Delta's published instructions and/or ADM policy, including the cases in which GDS auto-quote and auto-issuing options are used.

- Agent shall not engage in fraudulent, fictitious, speculative, abusive or impossible/illogical itineraries, booking and /or ticketing practices. Agent may check Delta's booking policy and/or ticketing policy for detailed examples of such prohibited practices.

6. After sales servicing

- In case of flight number/date/class changes made by Agent after ticket issuance, when an additional collection amount is involved, the ticket should be re-issued and/or – if applicable – an EMD issued. Agent shall ensure that any necessary additional payment is immediately collected.
- Agent must ensure that passengers are booked using the names as they appear on passports or other valid travel documents. In situations when a name change or correction is required, Agent must strictly adhere to Delta's policy for name modification and e-ticket re-issue.
- Agent must handle properly customer support issues prior to day of departure.
- Except as otherwise required by applicable law, Agent must refund tickets, including taxes on unused coupons, on customer's or Delta's express demand only. Agent must promptly inform Delta about any legitimate refund request from a customer and all refunds must always be processed without delay (in case of involuntary refund, within 7 business days of initial receipt of refund request when the original form of payment is credit card, and within 20 days of initial receipt of refund request when the original form of payment is any other accepted form of payment). The refunds must be done in accordance with Delta's tariffs, Contract of Carriage, applicable law, and any specific written instructions communicated by Delta to Agent. Agent must provide a proof of the demand and payment of the refundable amount to the passengers own account each time the request is made by Delta. In case such proof is not provided, Agent will be liable for all extra costs incurred by Delta.
- In the event a complaint, claim or litigation is initiated by a customer against Delta in connection with a refund request, Agent must promptly provide to Delta all the relevant information of the refund request in order to prove, when applicable, that the customer has been effectively reimbursed by Agent in the required time frame.
- Delta may refund the customer directly, in the event (a) Delta has become aware that the Agent did not handle the refund correctly or in a timely manner; or (b) the customer contacts Delta directly to request a refund. In case the status of the ticket is refunded, Agent will receive an ADM from Delta corresponding to the refunded amount paid by Delta. Agent shall promptly provide all necessary information (as requested by Delta) to enable Delta to refund the customer directly, including without limitation information on the customer's original payment method.
- For all refund requests, Agents must provide the correct information allowing Delta to identify the person who paid for the ticket in case such person is not the passenger itself.
- If the ticket for which a refund is requested by the customer is part of a package (as defined for example in 2015/2302/**EU directive**), Agent will promptly provide Delta this information by adding an OSI element in the PNR.
- Agent acknowledges that, in all events, Delta is only responsible for the refund of its own tickets and services, for the amounts established by Delta and/or corresponding to Delta's fare tariffs. Agent will be solely responsible for the refund of any other amount Agent invoices the customer.
- Agent shall not refer customers to "claims agencies" in flight irregularity situations (e.g., flight delays and/or cancellations) unless:
 - Agent has first obtained formal consent from the customer, and



- Agent has notified the customer that he/she can apply directly to the operating carrier to obtain, if applicable, full compensation to which the customer may be entitled to under applicable law.

“Claim agencies” means any business offering to claim compensation for a disrupted travel on behalf of the passenger.

7. Currency conversion

If for any reason Agent needs to convert a fare into a different currency, it shall strictly apply the rate of exchange available in the GDS at the time of the customer’s request.

8. Delta’s card acceptance rules

- Agent is **only** permitted to use Customer Cards in connection with the sale of Delta’s tickets, products, and services. Use of Agent’s Card or any other credit card that is not a Customer Card is prohibited unless specifically permitted and authorized by Delta on an exceptional basis. As used in this document, “**Customer Card**” means a physical payment card or a one-time use or fixed account number that is issued in the name of the customer purchasing passenger air transportation or ancillary services and/or who is responsible for settling the transactions with the entity that has issued the card, excluding the Agent, any person acting on behalf of the Agent, or any travel agent for which Agent is issuing tickets, and “**Agent’s Card**” means a physical payment card or a one-time use or fixed account number that is issued in the name of the Agent, any person acting on behalf of the Agent, or any travel agent for which Agent is issuing tickets.
- Agents are permitted to use Delta’s Merchant of Record (MOR) in connection with sales of Delta’s tickets, products, and services, subject to Agents’ compliance with the Agent Code of Conduct and any written instructions provided by Delta with respect to the use of their respective MORs. In case of Agent’s unauthorized, improper, or abusive use of Delta’s MOR or Agent’s use of an Agent’s Card without express authorization from Delta, Delta may require the Agent to cease use of its MOR and will be entitled to charge Agent all credit card costs resulting from the non-authorized, improper, or abusive use of its MOR by Agent or unauthorized use of an Agent’s Card (as applicable) and obtain an appropriate compensation for such misuse. Additionally, in the event of repeated occurrences, Delta may take any measures to prevent the continued unauthorized use of its MOR or the Agent’s Card by withdrawing from Agent the authority to issue tickets on Delta’s behalf in accordance with IATA Resolution 824.
- Agent shall not apply credit card surcharges when issuing Delta fares in countries where such surcharges are prohibited. However, in countries where such credit card surcharges are allowable, Agent shall fully comply with all applicable laws governing the application of credit card surcharges.

9. Payment card industry compliance

- Delta is required to adhere to the Payment Card Industry Data Security Standard (“**PCI DSS**”) promulgated by the PCI Security Standards Council (“**PCI SSC**”).
- Where the Agent uses Delta’s MOR for the issuance of tickets, Agent possesses or otherwise stores, controls, processes or transmits cardholder data on behalf of Delta (“**Data**”) and is therefore subject to the requirements of the PCI DSS. Agent acknowledges and accepts full responsibility for the security of the Data under its control, including but not limited to functions related to storing, processing, and transmitting such Data. The Agent further agrees to comply with all applicable PCI DSS requirements and ensure the implementation of appropriate safeguards to protect the Data, as well as to cooperate with Delta in validating PCI DSS compliance when requested.



C. Additional Requirements for Online Sales

Agents shall respect and strictly adhere to the following instructions when booking and/or issuing Delta's passenger air transportation services through any online distribution channel, using either its own Internet website or the Internet website of an affiliate or a third-party Internet website or any other online or mobile application available to the customers (the "Additional Requirements for Online Sales"). The Additional Requirements for Online Sales are an integral part of Delta's Agent Code of Conduct.

1. Operating carrier

- Agents shall inform the passenger of the identity of the operating air carrier or carriers as according to 14 CFR Part 257 and any other applicable laws.
- If the identity of the operating carrier is unknown at the time of reservation, Agent shall inform the passenger of the identity of the operating carrier or carriers likely to operate the flight. This information should be given to the passenger as soon as it is known by the Agent and at the latest at the check-in time.

2. Price transparency

- Agent must ensure that all Delta fares, products, and services are accurately displayed, including key features and associated benefits. The Agent shall also comply with Delta's Display Guidelines (available at <https://pro.delta.com/content/agency/us/en/agent-resources.html>, as amended from time to time) and any other requirements or corrective actions issued by Delta to ensure correct display, as a result of audits of the Agent's activities, which Delta may conduct at their sole discretion. All Delta products and services, including fares, shall include the applicable terms and conditions stipulated by Delta from time to time.
- Fares that are advertised and displayed by Agent shall include, at all times, the price of the fare and all taxes, fees and charges that are unavoidable and foreseeable at the time of booking. In addition, Agents must provide a breakdown of all the unavoidable and foreseeable price elements that make up the final price as well as of all the charges and fees of Agent (Delta and Agent components must be separately displayed). The same conditions apply for all sales of ancillary services and products (bag, meal, etc.). Where taxes, airport charges, and other levies, charges and fees are charged as taxes, airport charges and other levies, charges and fees imposed by Delta, these are to be applied unchanged.
- If Agent charges service fees, offers discounts or provides customer compensation of any kind: (i) these must be clearly identified and displayed separately from Delta's fare, (ii) such fees or discounts must be disclosed at the beginning of the booking process, and (iii) they must be presented in a clear, unambiguous way, and any optional services must be accepted by the customer on an opt-in basis.
- Hand and checked baggage allowances, fare conditions or any exclusion from the fare product (for example, but not limited to refunds, change conditions and fees, extra baggage fees, seat choice and selection fees, meal, fast track and/or lounge eligibility and any other ancillary fees), must be clearly communicated, and in the case of Agents selling online, clearly displayed to customers before payment is taken.
- The Agent must provide accurate and accessible customer support information. For online sales, this includes prominently displaying a valid phone number or other contact method for after sales services.
- Agents must not restrict or differentiate access to Delta content based on a customer's nationality or place of residence, in accordance with applicable consumer and competition laws.

3. Unfair commercial practices

- Fares and/or related services must not be marketed as "free" or equivalent if customer must pay for more than the unavoidable cost of responding to the commercial practice (e.g. making a phone call), or collecting or paying for delivery of an item.



- Agent shall not propose to its customer to pay for services such as information regarding flight disruptions and/or cancelation and/or modification of flight without first informing the passenger that the same services may be provided by Delta free of charge.
- The material details of the flight and/or related service (which include flight timings, stops made en-route and full names of airports) shall be clearly displayed in a non-misleading manner, with any limitations and conditions clearly identified.
- Fares and/or related services shall not be biased with respect to display, distribution or access, including added service fees. Agents shall ensure that the display of Delta's schedules, fares, rules, seat availability or other flight information is done correctly and in a complete manner and that the information is presented based on relevant objective criteria (such as total price, transfer times, shortest connection) that are consistently applied to all carriers and in all markets.
- Agent shall use its systems, processes, and sales practices to accurately display and communicate all information about Delta's products and services.
- Agent shall provide the customer with information regarding the main characteristics of the fare and /or related service (i.e. the Agent shall inform the customer whether baggage is included in the fare price or whether it is subject to extra fees, whether fares can be rebooked or refunded free of charge or against payment and indicate to the customers, when applicable, Delta's charges);
- Final prices displayed by Agent should be effectively available to the customer, and it should not include any false and/or misleading discounts linked to availability conditions unattainable to the customer (i.e. discount imposing to the customer the use of no customary and reasonable payment method);
- When comparing Delta's products and services with Delta's competitors' products and services, Agent will ensure that: (i) such comparisons consider all Delta's available products and services and fully display all fare rules and the terms and conditions applicable to the compared products and services as provided by Delta; and (ii) any such comparison analysis is conducted in a comprehensive, transparent, accurate and fair manner.
- Agent shall ensure that the information provided via the Internet or other electronic or digital means is indicated in a clear language and that all applicable conditions to a transportation product or service shall be available in a form which can be saved by the consumer.
- Agent shall not use any automated algorithm, device, method, system, software such as commonly known in the Internet industry as screen scraping, spiders, web bots, or manual process to access, use, search, copy, monitor, or extract data and/or information from Delta's websites. Agent acknowledges that Delta's websites and mobile and digital applications are for the direct and personal use of passengers not acting through a travel agency.

4. Loyalty program participation

- Notwithstanding any other provision in individual Agent agreements, Delta retains the right, in accordance with applicable laws and regulations, to determine at its sole discretion: (i) whether its products and services are eligible for redemption under any third-party or Agent-managed loyalty or incentive program; and (ii) whether any travel, purchase, or other customer activity qualifies for the accrual of miles, points, or other benefits under Delta's own loyalty program.
- Agents shall clearly inform customers, prior to booking and at the time of sale, whether a given fare or service qualifies for accrual or redemption of loyalty benefits. Such information must be communicated in a transparent, accurate, and non-misleading manner, and in compliance with applicable consumer protection and data transparency laws.

5. Metasearch display



- No Agent shall (a) provide access to, display or otherwise distribute, directly or indirectly, Delta’s “Flight Data” to any other party, including without limitation any Metasearch Operator, (b) receive any referral, web page click-through or link from any webpage of any Metasearch Operator in connection or associated with any search result on such webpage that is attributed to Delta product or service to any webpage used by Agent, including, without limitation, any advertising link or other hyperlink, or (c) place or otherwise have any advertising link on any Metasearch Operator webpage in connection or associated with any search result on such webpage that is attributed to any Delta product or service in such search result, in each case, without the prior written consent of Delta or pursuant to a definitive written agreement in effect with Delta.
- The decision whether to grant consent to Agent to display Delta products and services through a Metasearch Operator shall be in Delta’s sole discretion. To obtain Delta’s consent, Agent must, at a minimum, strictly comply with the following rules:
 - The fares prices displayed through the Metasearch Operator must not be misleading for the consumer in any manner and such displays must not constitute an unfair commercial practice;
 - The fares prices displayed through the Metasearch Operator must include all unavoidable and foreseeable taxes, fees and charges and the Agent websites must be in compliance with Delta’s instructions for online sales as specified in the Agent Code of Conduct ; and
 - Agent is not taking unfair advantage of Delta’s trademarks, service marks, trade names, logos or other intellectual property or is affecting in any manner Delta’s goodwill and reputation when displaying Delta’s products and services through the Metasearch Operator.
- For purposes of the Agent Code of Conduct, “**Metasearch Operator**” means any person or entity that: (i) aggregates Carrier Content and other data related to flights operated by air carriers (“**Flight Data**”); (ii) provides access to, displays or otherwise distributes Flight Data or parts thereof to users of its services; and (iii) refers or otherwise connects users of its services to air carriers, travel agents and/or other parties that book tickets for airline travel.
- In addition, Agent acknowledges and agrees that Delta owns, controls and retains all right, title and interest in and to its Flight Data, database and other intellectual property rights relating thereto.

6. Intellectual property and brand bidding

Agents shall strictly respect Delta’s intellectual property, including without limitation service marks, trademarks, trade names, Flight Data, logos and any other intellectual property, including, but not limited to the following:

- No Agent shall bid on any of Delta’s intellectual property, including Flight Data, with any online search engines.
- With respect to any “pay for placement” or other key word purchase program offered by any online search engine such as, without limitation, Google, Bing, and Yahoo, no Agent shall bid, or instruct or direct any third party to bid, on any Delta name, trademark, service mark, trade name, or other intellectual property. “Delta” shall each be included as a broad negative keyword match for all air related queries on any search engine.
- Each Agent shall strictly respect Delta’s intellectual property, including without limitation service marks, trademarks, trade names, and logos on any Agent website and any permitted third party websites.

7. Revenue management circumvention to obtain better availability

- As instructed by Delta’s booking, ticketing, and ADM policies, Agent must book from the availability display, per Origin & Destination (O&D) in the chronological order of each O&D.
- Changing the Point of Origin or Point of Sale for the purpose of circumventing inventory control



is not permitted.

- Any booking will only include segments of the journey of the passenger.

D. Booking Policy, Ticketing Policy, and ADM Policy

- Agent shall strictly comply with all Delta's written instructions with regard to the booking and selling of Delta's tickets as detailed in Delta's booking, ticketing, and ADM policies, as published by Delta in its publicly available online library (currently available at <https://pro.delta.com/content/agency/us/en/policy-library.html>, as may be amended from time to time).
- Delta's booking, ticketing, and ADM policies are an integral part of the Agent Code of Conduct.

E. Consequences of non-compliance with the Agent Code of Conduct

- Agent shall comply at all times with the rules, principles and instructions set forth in the Agent Code of Conduct and, if necessary, promptly make all the required changes in order to fully comply with each of them.
- In case of Agent's non-compliance with any provision of the Agent Code of Conduct, Delta shall be entitled to take all the necessary measures in order to prevent or restrict Agent's non-compliance including, but not limited to:
 - closing Agent's access to the Carrier's inventory.
 - cancelling Agent's Electronic Ticketing Authority and inhibiting Electronic Ticketing issuance in accordance with IATA Resolution 818g – Passenger Sales Agency Rules.
 - withdrawing from Agent the authority to issue tickets on Delta's behalf and requiring the Agent to return Delta's ticket stock and identification plates in accordance with IATA Resolution 824 – Passenger Sales Agency Agreement; and
 - terminating IATA Resolution 824 – Passenger Sales Agency Agreement by withdrawing Delta's appointment of the Agent.
- The respect of these rules, principles and instructions is a prerequisite to further develop the cooperation between Delta and its Agents in the future.