

TERMS AND CONDITIONS FOR POD ONLINE CREDIT AND DEBIT CARD PAYMENTS

Please read and agree to these terms and conditions in order to use the services.

ALL ONLINE PAYMENTS MADE TO SKY SOLUTION (Pvt.) CO. LIMITED (HEREINAFTER "SSPCL") FOR AVAILING SERVICES LISTED IN ITS WEBSITE, INCLUDING FLIGHT SUPPORT SERVICES IN RELATION TO ARRANGING OVERFLIGHT AND/OR LANDING PERMITS, ARE SUBJECT TO THE FOLLOWING CONDITIONS.

BEFORE USING THE ONLINE PAYMENT SERVICE, IT IS RECOMMENDED THAT YOU MAKE NECESSARY ENQUIRY ABOUT THE CHARGES OR FEES PAYABLE AGAINST THE CREDIT/DEBIT CARD USED FROM CREDIT CARD OR THE DEBIT CARD SERVICE PROVIDER I.E. THE RESPECTIVE BANK.

KINDLY READ THESE TERMS AND CONDITIONS CAREFULLY. BY AUTHORIZING A PAYMENT TO SSPCL THROUGH THE ONLINE PAYMENT SERVICE, IT WOULD BE TREATED AS A DEEMED ACCEPTANCE TO THESE TERMS AND CONDITIONS ON YOUR PART.

- SSPCL accepts the following credit and debit cards for online payment: (i) Visa and (ii) MasterCard. Both international and local credit and debit cards are accepted. However, SSPCL may at any time introduce more card options and more online payment options at its sole discretion.
- You can make payment to SSPCL in USD (United States Dollars) or BDT (Bangladeshi Taka). If payment is made in USD, funds will be deducted from your card in USD and vice versa.
- If your payment is successful, your card provider will confirm that the payment was completed. SSPCL will confirm your payment details via email.
- If your payment is unsuccessful, your card provider will advise you of same. SSPCL, however, will not be informed why a payment has failed, therefore, you should contact your card provider for details. If your payment fails, please use one of the other payment methods available.
- You understand that there may be delays of 1-3 days in updating your payment in SSPCL's records.
- You agree and understand that fee or service charges once paid, will not be refunded by SSPCL under any circumstances.
- If your application or requirement for overflight and/or landing permit is not considered or rejected by the concerned authority, SSPCL will not be held responsible for the same. SSPCL's responsibility is only limited to collection of your application for overflight and/or landing permits and submitting the same before the concerned authority against a fee/service charge payable by you. You agree and understand that SSPCL will forward each permit request through the application system as per prefix schedule/checklist process of CAAB (Civil Aviation Authority of Bangladesh) and you will get your permit number as per CAAB regulated mandate.
- You agree and understand that SSPCL does not have access to your card details. The card information supplied at the time of using the online payment service is processed by the payment gateway which is PCIDSS compliant and using Secure Socket Layer (SSL)

technology. Card numbers are protected with a high level of encryption when transmitted over the Internet.

- It is your sole responsibility to ensure that the information entered in the relevant fields are correct. It is recommended that you take and retain a copy of the transaction for record keeping purposes, which might assist in resolution of any disputes that may arise out of usage of the online payment service.
- You hereby represent, warrant and undertake that:
 - you possess the legal right and ability to accept these terms and conditions.
 - you have full authority to make online purchase of the service(s) of SSPCL in its website.
 - you have the appropriate authority to validly accept the online payment terms and are able to and will meet your obligations in relation to these terms.
 - the card used in connection with the payment for the services of SSPCL is issued in your name or you are authorized to use the card.
 - the card details provided are accurate.
 - you will pay the card issuer all charges incurred in the use of the online payment service.
 - the information supplied by you is true and correct.
 - you are responsible to ensure that sufficient credit or fund is available on the nominated card at the time of making the payment to permit the payment.
- You must regularly log into your account and review your account history to ensure that there has not been an unauthorized transaction or error. You should review each payment confirmation to ensure that the relevant payment was authorized and is accurate.
- You must immediately notify SSPCL if:
 - you believe there has been an unauthorized transaction or unauthorized access to your account;
 - you believe there is an error in your account history or in your transaction confirmation sent to you by email;
 - you believe your password or account has been compromised; or
 - you have any question regarding your payment or need more information about a payment or payment confirmation.
- You agree that the debit/credit card details provided by you must be correct and accurate and that you shall not use a debit/ credit card, that is not lawfully owned by you or the use of which is not authorized by the lawful owner thereof. You fully understand that any unauthorized use of another person's card is strictly forbidden and could lead to criminal prosecution.
- You are solely responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with the online payment. You further agree to be bound by all rules and regulations of card associations of Visa Card and MasterCard.

Disclaimer

- TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICES, OUR SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM US ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY SERVICE, OR FROM ANY INFORMATION, CONTENT,

MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

- SSPCL SHALL NOT BE LIABLE FOR ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION OF (A) ANY DATA, INFORMATION OR MESSAGE, OR (B) THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE; OR (C) ANY LOSS OR DAMAGE ARISING FROM OR OCCASIONED BY ANY SUCH INACCURACY, ERROR, DELAY OR OMISSION, NON-PERFORMANCE OR INTERRUPTION IN ANY SUCH DATA, INFORMATION OR MESSAGE. UNDER NO CIRCUMSTANCES SHALL SSPCL, ITS EMPLOYEES, DIRECTORS, AND ITS THIRD PARTY AGENTS INVOLVED IN PROCESSING, DELIVERING OR MANAGING THE ONLINE PAYMENT SERVICES, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, INCLUDING PUNITIVE OR EXEMPLARY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROVISION OF OR ANY INADEQUACY OR DEFICIENCY IN THE PROVISION OF THE ONLINE PAYMENT SERVICES OR RESULTING FROM UNAUTHORIZED ACCESS OR ALTERATION OF TRANSMISSIONS OF DATA OR ARISING FROM SUSPENSION OR TERMINATION OF THE ONLINE PAYMENT SERVICE.
- YOU FURTHER AGREE AND UNDERSTAND THAT THE SUPPORT SERVICES MADE AVAILABLE BY SSPCL IN ITS WEBSITE (<https://dev.skysolutionbd.com/>) IN RELATION TO ARRANGING OVERFLIGHT AND/OR LANDING PERMITS, ONLY ALLOWS YOU TO SUBMIT YOUR APPLICATION FOR YOUR REQUIRED OVERFLIGHT AND/OR LANDING PERMITS, WHICH WILL BE REVIEWED FOR CONSIDERATION BY APPROPRIATE AUTHORITY. YOU AGREE AND UNDERSTAND THAT SSPCL DOES NOT GUARANTEE OR CONFIRM OR THAT SSPCL HAS NO AUTHORITY TO APPROVE OR AUTHENTICATE YOUR APPLICATION OR REQUIREMENT FOR THE OVERFLIGHT AND/OR LANDING PERMITS AND THEREBY YOU SHALL NOT HAVE ANY CLAIM AGAINST SSPCL FOR THE SAME.

Disclaimer for Third Party Applications

(a) You hereby agree and accept that:

- by clicking on the “Pay Button” you will be transferred to a payment portal which is controlled and operated by a third party (“Third Party Application”);
- the use of any Third Party Application is subject to the terms and conditions that apply to such Third Party Application and it is your responsibility to read, understand and comply with any such terms and conditions; and
- SSPCL is not responsible for the availability or performance of, or your use of, any Third Party Application. You assume all responsibility and risk in relation to the use of any Third Party Application (including any content therein) and SSPCL hereby disclaims any and all liability to you or any third party in relation to such use.

(b) You agree and understand that any and all liabilities that SSPCL may have under these terms and conditions, in any event, shall not exceed the amount paid by you for availing the respective service of SSPCL by using the online payment service.

(c) By using the online payment service, you accept and consent to your personal data being provided to a third party payment gateway service provider for sole purpose of offering and administering the online payment.

(d) Notwithstanding anything to the contrary, you acknowledge and accept that the personal and credit card details provided by you when making the online payment (“Personal Data”) shall be transmitted to an independent third party processor for the purpose of processing and completing the payment. You also understand that your personal data shall be shared with relevant authorities in order to take necessary steps to provide you with your required overflight and/or landing permit. You also acknowledge and accept that the transmission to, and the use of such Personal Data by the third party as above shall not be deemed a breach of our terms and conditions and you hereby waive, disclaim and release us and our officers, directors, employees, agents, successors, and assigns, from all claims of any kind (specifically including all claims for actual, incidental, consequential, punitive or exemplary damages, attorneys' fees and costs, or claims for interest, even if we are advised of the possibility of such damages), related to, or arising from, directly or indirectly, your use of the payment portal and any transmission and use of the Personal Data.

(e) You agree, understand and confirm that your personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/or fraud and that SSPCL has no control over such matters.

(f) SSPCL shall not be liable for any failure on your part to properly protect data from being seen on your screen by other persons while making online payment or otherwise obtained by such other persons during the online payment process.

(g) The online payment service is provided using a payment gateway service provider through a secure website. However, SSPCL does not give any assurance, that the information so provided by you online is secured or may be read or intercepted by a third party. SSPCL does not accept or assume any liability in the event of such unauthorized interception, hacking or other unauthorized access to information provided by you.

(h) SSPCL reserves the right to decline the acceptance of an online payment if your account is in default or for any reason. SSPCL may also make additions/deletions/alteration to the services offered at its sole discretion.

(i) You may not transfer or assign any rights or obligations you have under these terms and conditions without prior written consent of SSPCL. SSPCL reserves the right to transfer or assign these terms and conditions or any right or obligation hereunder at any time.

(j) You agree to indemnify, defend and hold harmless SSPCL and its officers, directors, employees, agents, affiliates, service providers, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising out of or in relation to any breach by you of these terms and conditions or your violation of any rights of any third party. SSPCL reserves the right to defend any such claim, and you agree to provide SSPCL with such reasonable cooperation as SSPCL may request.

(k) The terms and conditions is governed by and construed in accordance with the laws of People's Republic of Bangladesh.

(l) Any dispute arising out of or in connection with these terms and conditions, including any question regarding its existence, validity or termination, shall be settled amicably between you and SSPCL. In case such dispute cannot be resolved amicably, the matter shall be referred to and finally resolved by arbitration under the Arbitration Act, 2001. The seat, or legal place, of arbitration shall be Dhaka, Bangladesh. The language to be used in the arbitral proceedings shall be English. You waive any

and all objections to the exercise of jurisdiction over you by such arbitral tribunal and to the venue of such arbitral tribunal.

(m) SSPCL reserves all the rights to amend these terms and conditions at any time without any prior notification. It is your responsibility to review these terms and conditions before making any payment. Each transaction shall be subject to the specific terms and conditions that were in place at the time of the transaction.

Last Update: September 17, 2018