

BIYAHEKO - Terms & Condition:

1. INTRODUCTION

- 1.1 The **BIYAHEKO** booking platform represent as a B2B product of GI Philippines Corporation, it is an online tool used by BiyaheKo Accredited Travel Agents that allows to book & purchase flight tickets, hotels & packages, bus, ferry, mobile and visa request for processing.
- 1.2 The **BiyaheKo** user shall be considered to agree with the “**Term and Conditions**” of GI Philippines Corporation upon signing of the BiyaheKo portal activation.

2. USER SECURITY & REGISTRATION

- 2.1 Upon system/portal registration and/or activation, you are hereby agreed that you GI Philippines does not held liable if you permit other users to access the services using your shared log-in credentials (i.e. as Terminal ID, password or email address).
- 2.2 BiyaheKo User should be responsible for keeping account and password properly. The user will take full responsibility for any behavior and activity and use of the account.

3. USER RESPONSIBILITY

- 3.1 BiyaheKo user hereby acknowledge that you are **NOT permitted** to host, display, upload, modify, publish, transmit, update or share any information that: belongs to another person and to which you do not have any right to do and/or practice harm, harassing, defamatory, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering, or otherwise unlawful in any manner whatsoever; infringes any patent, trademark, copyright or other proprietary rights; violates any law for the time being in force; deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; impersonates or defames another person; contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; and threatens the unity, integrity, defense, security or sovereignty of any person, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offense or prevents investigation of any offense or is insulting to any other nation.
- 3.2 **BiyaheKo** user are also prohibited from any attempt and/or violate the integrity or security of the website and/or the mobile application on any content.
- 3.3 **BiyaheKo** user shall review and evaluate travel prohibitions, warning, announcements, and advisories issued by the government and the aviation administration before booking travel to domestic/international destinations. By offering booking services to particular destinations, BiyaheKo does not represent or warrant that travel to such point is advisable or without risk. The company does not accept liability for damages, losses, or delays that may result from improper documents for entry, exit, length of stay, or from travel to such destinations.

4. THIRD PARTY INFORMATION

- 4.1 BiyaheKo user understands & acknowledge that booking platform may contain links to supplier's website and/or known us the third-party such as Airlines, Hotels, Ferry, Bus, Mobile networks, Bank Partners etc. The linked sites are not under the control of the BiyaheKo system, hence, Biyaheko or GI Philippines is not responsible for the content of any linked supplier website, or any changes and updates to the linked content.
- 4.2 The Website may provide information regarding third party website, affiliates or business partners and/or contain links to their websites. This information and links are provided solely for the purpose of your reference. BiyaheKo is not endorsing the material on the Website and is not responsible for any errors and representation nor associated with it and you shall access these websites at your own risk. Further, it is up to you to take precautions to ensure that whatever links you select or software you download, whether from the Website, Mobile Applications, or other Services, is free of such items such as, but not limited to, viruses, worms, trojan horses, defects and other items of a destructive nature.

5. PAYMENTS

- 5.1 GI Philippines accepts Credit Card and Debit Cards issued in Philippines.
Accepts bank deposit to our bank partners such as BDO, UCPB, BPI, Metro Bank, Security Bank or Payment Centers such as authorized M. Lhuillier Financial Services, Inc., Palawan Express (DYI Branch only) and/or RD Pawnshop Inc.
- 5.2 To credit the deposit made in Agent BK portal, Travel Agent is required to update the deposit through BiyaheKo portal for them to be able to proceed to the desired transactions.
- 5.3 This deposit top-up shall be credited to Agents BiyaheKo Portal to be used as payment for all types of your bookings and/or availing BiyaheKo services using the BiyaheKo system.
- 5.4 By using BiyaheKo, you hereby understand and agree that Biyaheko shall be receiving the applicable service fees for using the system on top of the net charges payable to supplier's and shall be collected to your BiyaheKo Portal account.

- 5.5 In the event a booking or reservation failed to confirmed for any reason, BiyaheKo has no obligation to make another booking to compensate or replace the earlier booking as this failed means there is no deduction done to the Agent portal account. All subsequent bookings shall be treated as new transactions without any reference to the earlier transactions.

6. PRODUCT SERVICES

- 6.1 At any time and without having to serve any prior notice to you, BiyaheKo system may upgrade, update, change, modify, or improve the Services or a part of the Services in a manner it may deem fit. Change any promotion scheme, promotion period, grace period (by whatever name it is called) and change the contents of this Agreement or the Privacy Policy. It is your responsibility, in such cases, to review the terms of the Agreement from time to time. Such change shall be made applicable when they are posted. BiyaheKo may all have the right to alter or remove any content from the Website or the Mobile Applications without notice and without liability.
- 6.2 GI Philippines reserves the right, at its sole discretion, to suspend your ability to use or access the Services (or a part of the Services) at any time while we investigate complaints or alleged violations of this Agreement, or for any other reason. Further, it shall also have the ability to prohibit or restrict you from using the services of BiyaheKo portal, in its opinion, feels that you are misusing the Services in any manner whatsoever.
- 6.3 You agree to abide by the terms and conditions of purchase imposed by any third-party supplier (such as airline, hotels, ferry, bus, network) with whom you elect to transact by using the services, including, but not limited to, payment of all amounts when due and the suppliers rules and restrictions regarding availability, booking, cancelling, rescheduling and use of fares, products and/or services.
- 6.4 You understand that any violation of any such supplier's rules and restrictions may result in cancellation of your reservation/s, in your being denied access to the applicable product or services, in your forfeiting any monies paid for such reservation/s, and/or in debiting your account for any costs that it incurs as a result of such violation.
- 6.5 GI Philippines may run promotional campaigns that require you to send in an information about the winning agent. Each such promotional campaign and/or contests has its own rules and regulations, which you must read and agree to before you participate, this rules and regulations may change/update from time to time.

7. FLIGHTS

7.1 BOOKINGS POLICY

- 7.1.1.1 The Travel Agent should create the booking according to the flight details/itinerary of the client and should not attempt to do the following (including but not limited to these wrong practices tag by Airline).
- 7.1.1.2 **DUPLICATE BOOKINGS**, Travel Agent should NOT create duplicate booking for the same passenger with the same flight details/itinerary. Having this duplicate booking will warrant an issuance of Agency Debit Memo (ADM).
- 7.1.1.3 **CHURNING**, Travel Agent should REFRAIN from repeatedly deleting or cancelling the PNR on same itinerary. The Airline will know this small action of this practices as part of the booking process, however in some cases, any cancellation and rebooking done in excess of (2) two times for the same booking will be considered as a violation against Airline Inventory, hence will result to issue an ADM.
- 7.1.1.4 **FICTICIOUS NAME and OTHER SPECULATIVE BOOKINGS**, Travel Agent should NOT make bookings with fictitious names as it affects airline inventory. Travel Agent should NOT create FALSE bookings for Training and Testing purposes. Any single booking found in doing such practices will result the Airline to issue an ADM or AGENCY DEBIT MEMO.
- 7.1.1.5 In case of **ADM**, Airline will take the following action for an abusive practice that will cause in revenue loss.
- 7.1.1.6 Any imposed charges due to abusive booking that will be billed by the Airline to Biyaheko through Airline Debit Memo (ADM) will be send to the Travel Agent who created the booking.
- 7.1.1.7 The issuance of ADM serves to notify Biyaheko that unless there is some justification, Biyaheko owes the issuing airline the amount shown in the ADM for the reason indicated.
- 7.1.1.8 The Airline can bill ADM within (6) six to nine (9) months from its final travel date. BiyaheKo to raise ADM to Travel Agent for any violations without prior notice.
- 7.1.1.9 Travel Agent accepts and understand that the ADM has to be paid immediately despite of a dispute or billed in the later date. If the violation causes complaint from the customer, Travel Agent shall bear full the responsibility and be responsible for compensating the client/passenger demand.
- 7.1.1.10 ADM charges varies on the type of the abusive practices.

7.1.1.11 Travel Agent can dispute the ADM but will be done through BiyaheKo within 48 hours from the time of email is received and/or after ADM released by the Airline. Any dispute from the Agent should be justifiable and are subject to Airline approval.

7.2 FARE CHANGES

- 7.2.1 All bookings are not guaranteed unless ticketed and/or confirmed by the Supplier. Airfare is only guaranteed once the purchase has been completed and the tickets have been issued. Fare change can occur even between the time of selection of flight and subsequent issuance. Therefore, the fare/ supplier tariff is not guaranteed till the issuance. We will notify you of any fare changes and we do not assume any responsibility, financially or otherwise for any such fare changes made by the Supplier. We will notify you of the new fare and at that point you may either cancel or still purchase the product or service at the new cost. You have the right to cancel the booking if the fare change is unacceptable and will not be charged any fees for cancelling such a booking.
- 7.2.2 On cases of portal top-up is not yet credited to your BiyaheKo Portal account and/or guarantee request may not have been approved which may cause changes of the fares as you were unable to book to your portal due to insufficient balance, hence airfare may change since portal balance must be sufficient prior to ticketing. In such instances where the fare may have increased, you will be provided with alternate options and you have the right to cancel the booking at no cost to you.
- 7.2.3 Airline web traffic delays are suppliers' control and nothing to do with the BiyaheKo services, these delays may cause fare increase and BiyaheKo are not in position to waive/accept any fare difference. Updated fare from the airline shall apply and passenger has the right to refuse on not to proceed the booking.

7.3 CANCELLATIONS AND REFUNDS

- 7.3.1 All Cancel and Refund of Airline tickets are subject to airline terms and conditions. Refund requests may apply only if the airline terms & conditions of the ticket is refundable. On this part, cancel/refund penalty applies, and/or "No Show" tickets as additional penalty for passenger who did not show at the airport and/or boarding gate.
- 7.3.2 Ticket value that are lower than the airline penalty base on ticket restrictions shall not be process for refund. Unless, otherwise on special cases for tax refund and/or PH tax refund which passenger will coordinate directly to the government office (TIEZA) and not with GI.
- 7.3.3 Refund releasing varies with the airline timeline on processing (1-6months). Refund processing only starts when the execution of refund procedure to the GDS (Global Distribution System) has been done at the time when an Agent acknowledge to proceed to the Refund. For special cases, such as death case or medical case, passenger is required to complete the necessary airline requirements. GI will wait for the approval from the airline before proceeding to the refund execution. Therefore, cancellation/refund can be done only on special case once waiver is received from the supplier/airline.

7.4 RE-BOOKING/REISSUANCE FEES

- 7.4.1 For any flight itineraries with Airline fare rules that allowed to change/re-book tickets, airline penalty applies plus any fare/tax difference along with GI/BiyaheKo Service fees. Travel Agent may contact our Support Center to verify the total cost of exchanging your ticket. These fees are subject to change without notice, the latest updated fees apply.
- 7.4.2 On special cases such as meda case passenger may seek directly to Airline for a waiver codes to waive the penalty charges only but not the fare/tax difference, unless otherwise rebook on same type of booking class and within the validity of the ticket. On such cases, passenger must inform Flight Support for the rebooking waiver code prior to the confirmation of the rebooking, otherwise any penalty added/collected on the finalized rebooked ticket shall no longer refunded or reverted to your BiyaheKo portal account. By acknowledging this terms and conditions, you are hereby understanding Airline policy and Biyaheko procedure on ticket exchange.

8. HOTEL & PACKAGES

- 8.1 Any Hotel/Packages/Transfers booking made shall be deemed to be an offer by your agency to purchase the relevant accommodation and/or travel arrangements shall be subject to each booking conditions and/or varies for the suppliers updated and/or applicable Terms & Conditions assigned to each specific booking.
- 8.2 BiyaheKo/GI Phils. reserve the right to change prices offered on our web site at any time as per suppliers updated rates, but this will not affect the price of any bookings that have already been confirmed.
- 8.3 The prices on the web site are shown in the currency selected and displayed with rates of exchange calculated on a daily basis.
- 8.4 Prices may therefore differ on a daily basis to reflect any movement in exchange rate levels.

- 8.5 When a booking is made the exchange rate will be fixed at the time the booking is created and will apply to any amendments or cancellations to items within the booking or to any items subsequently added. Exchange rates are determined by GI Philippines Corp.
- 8.6 **Cancellations and Amendments**, to a confirmed booking are subject to the following conditions;
- 8.6.1 **Cancellations** notified directly to the accommodation or service provider will not be effective. Requests for cancellations and amendments must be made on the GI PHILIPPINES CORP email. The notice period is calculated from 12 noon on the day of arrival at the destination.
 - 8.6.2 A.] A cooling off period of 24 hours will apply to those bookings made more than 72 hours in advance of the arrival date at the accommodation. This will allow cancellation or amendment of an item within the 24-hour period after the first confirmation of that item without any charges being applied. However, this does not apply to booking hotel accommodation arrangement during Special Event periods.
 - 8.6.3 B.] For Bookings of accommodation (other than apartments and villas) during non-Special Event periods
 - 8.6.4 Cancellations charges will be applied in relation to the notice period between notification of cancellation and the date of stay at each place of accommodation within a booking.
 - 8.6.5 **Amendments** where either the number of rooms (irrespective of room type) or the number of nights decreases will be charged as below Customer name changes, where accepted by the accommodation provider, and reductions in child ages will incur no charges. All amendments are subject to availability. If the customer does not arrive at the accommodation on the date on which they are booked to arrive or they leave the accommodation earlier than the date on which they are booked to leave, they will only be entitled to receive any refund due calculated from the time when we receive notification. All such cancellations and amendments are subject to incurring the charge for the next twenty-four hours accommodation after our receipt of notification. Refunds for unutilized nights or services are only on the discretion of the supplier.
 - 8.6.6 Cancellations and Amendments Notice period Charges;
 - 8.6.6.1 0-72 hours – 100% charges
 - 8.6.6.2 More than 72 hours - No charge or unless specified
 - 8.6.6.3 Amendments will only be charged at 100% where the number of clients decreases. Unfortunately, we are unable to make amendments to confirmed car hire bookings. If you need to change your reservation details, please cancel your existing booking and re-book with your new requirement.
 - 8.6.7 **Refunds**, GI PHILIPPINES will make a refund for those bookings which have been paid for in full provided those bookings are eligible for refund in accordance with the cancellation and amendment rules specified.

9. FERRY, BUS, MOBILE & VISA PROCESSING

- 9.1.1 **BiyaheKo** user is authorize to booked this product including Ferry, Bus & Mobile Load purchase using BiyaheKo portal and are not allowed to altered actual Terms & conditions of the third-party supplier, specified in the specific bookings.
- 9.1.2 **FERRY & BUS** may sometimes be coordinated through BK Operation Support and shall be threatened manual booking transactions.
- 9.1.3 **FERRY & BUS** on Cancel, Refund and Re-accommodation, third-party supplier's Terms and Conditions shall apply. BiyaheKo/GI Philippines shall not be held liable nor in control for any deem conditions of the third-part wherein Agent may require to acknowledge upon booking.
- 9.1.4 **BiyaheKo** user may able to purchased load in BiyaheKo portal, provided user may required to input Transaction password upon purchasing of load.
- 9.1.5 **BiyaheKo** shall not allowed to share this Mobile Transaction password for security purposes, unless/otherwise Agent account owner allowed to. On such case, **BiyaheKo** shall not be held responsible for any unauthorized transaction as this solely responsibility of the BK Portal account user.
- 9.1.6 **BiyaheKo** user fully understand that, system only allowed to purchase load but not doing it manually as this product is linked directly to the Supplier Network. Assistance on failed transactions is limited only for Refund reversal of load once verified that the transaction is unsuccessful.
- 9.1.7 **BiyaheKo** user acknowledge that **VISA** request application shall be subject to approval on each designated Consulate Embassy for the country of destination applied for. BiyaheKo service fee along with the Visa applicable fee will become non-refundable (except China – visa fee only) once visa application is disapproved and/or declined by the consulate.
- 9.1.8 **BiyaheKo** shall not be held liable for any **VISA** denial as this is solely discretion of the country embassy consulate that you have applied for.

10. VISA OBLIGATIONS

10.1 Travel to foreign countries may be subject to the visa and other immigration related requirements as may be prescribed by appropriate authorities from time to time. You hereby understand and agree that you shall have to inform your passenger to secure the applicable visa and comply with all applicable immigration requirements by yourself and GI shall not be under any obligation to inform you or assist you with obtaining the appropriate visa, including transit-visas, on-entry visas, etc. and/or with the concerned immigration requirements. Thus, BiyaheKo shall not be responsible for any issues, including inability to travel, arising due to your failure to obtain the appropriate visa or clear any immigration obligations that you may have. Your transaction with GI does not guarantee entrance to the country of destination. Traveler understands that GI Philippines accepts no responsibility for determining passenger's eligibility to enter or transit through any specific country.

11. LIABILITY

11.1 By using BiyaheKo portal, you are hereby aware of the flight selections your passenger chooses, the required visas/travel documents, correct name "Passport Name" upon booking, validity of the travel documents of the passport, taxes inclusions and payables at the airport, baggage & other ancillaries' limitation to the service aircraft.

11.2 GI Phils / BiyaheKo shall have no liability in the event of any delay, cancellation, overbooking, strike, *force majeure* or other causes beyond its direct control, and shall have no responsibility for any additional expenses incurred by you in connection with the same.

11.3 You hereby understand and acknowledge that the fares provided by BiyaheKo system or Mobile Applications are subject to change at the respective Supplier's discretion and GI shall not be responsible for any increase/change in the fares/fees provided by a particular Supplier.

11.4 GI Phils. shall not be liable for any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the inability to use or performance of the Website, Mobile Applications or any other Service. This shall extend to the loss suffered by you due to delay or inability to use or access the Website or the Mobile Applications.

11.5 By using the BiyaheKo booking site, you agree to irrevocably waive any claim against GI Philippines and/or any staff from the Company to this terms and condition. You hereby acknowledge and agree that GI provides intermediary services and is not deemed to be a Supplier, and therefore may not be held responsible in any way for any lack or deficiency of services provided by any Airline airlines you choose to engage the services. Therefore, GI Philippines/BiyaheKo is not liable for any errors, omissions, representations, breaches or negligence of any of the airlines or for any personal injuries, death, property damage, or other damages or expenses resulting there from.

12. TERM AND TERMINATION:

12.1 This Agreement shall take effect and become binding upon the parties immediately after the party has signed in into the website and/or exclusive contract to BiyaheKo, and in full force and effect while you use any service in any form or capacity of the BiyaheKo platform.

12.2 BiyaheKo reserves the right to terminate its services provided to you in the event of breach of any terms contained in this Agreement, misrepresentation of information, any unlawful activity or is unable to verify or authenticate any information you submit to clauses under the headings Liability

12.3 Termination of this Agreement for any cause whatsoever shall not release a party from any liability which, at the time of termination, has already accrued to the other party or which may thereafter accrue in respect of any act or omission prior to such termination.

13. APPLICABLE LAW AND DISPUTE

13.1 This Terms and Conditions enters into force, interpretation, revision, supplement, termination, execution and dispute settlement between you (Travel Agent) and BiyaheKo/GI Philippines; If there is no reference to the relevant provisions of the law, business practices and / or industry practices are applicable.

13.2 Disputes arising from the use of BiyaheKo platform services shall be settled by negotiation between GI Philippines and the user. When negotiations fail, any party may file a lawsuit to the local court and shall be construed in accordance with the law of the Republic of the Philippines.