

WEBSITE AND ONLINE PURCHASE TERMS AND CONDITIONS **("WOPTC")**

1. Thank you ("passenger" or "you" or "your") for visiting Shaheenair.com which includes all services, facilities and information available or accessible on the website including but not limited to any (i) **online payment facility**, (ii) **online booking** (iii) **accessing schedules and/or (iii) flight times (iii) accessing any or all web page(s) on Shaheenair.com** (the "Web Site"). You are obliged to read these Website and Online Purchase Terms and Conditions (the "WOPTC") carefully before you start to use the Web Site. **Notwithstanding anything else, by accessing and using this Web Site, you unconditionally and irrevocably accept and agree to these WOPTC governing your use of the Web Site (the 'Agreement'). If you do not agree to these WOPTC, please refrain from using the Web Site and exit immediately.**
2. Except for the online payment facility which is made available in conjunction with 3rd party provider(s), the Web Site is owned and operated by Shaheen Air International Limited ("SAI") whose head office is at Terminal 1-Road, Jinnah International Airport, Karachi. Pakistan, 75200. You represent and warrant you possess the legal right and capacity to enter into this Agreement and to use this Web Site and be bound by its WOPTC. You will be responsible for all payments due to us for bookings made by you or another person using your information. SAI reserves the right to change these WOPTC at any time without notice. Any changes made will have an immediate effect unless expressly provided for otherwise. It is your responsibility to make sure you have read the most up to date terms.
3. This Agreement is governed by *inter alia* the Electronic Transactions Ordinance 2002 (the "Ordinance") terms used herein and not expressly defined shall have the meaning ascribed to them under the Ordinance. Your Contract of Carriage shall be governed by *inter alia* our Conditions of Carriage and the Carriage by Air Act 2012.

LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES:

4. The information published on this Website may be incomplete or inaccurate or consist of typographical error(s). SAI does not represent or warrant that access to the Website will be uninterrupted or that there will be no failures, errors or omissions or loss of transmitted information, or that no viruses will be transmitted on or through this Website. SAI does not warrant or represent that your access to the SAI Online booking facility/Web Site will be free of bugs, viruses, worms, Trojan horses or any other harmful components.
5. SAI makes no representation or warranty about the suitability of the Web Site including without limitation the information and services contained on this Website for any purpose. All such information and services are provided "as is" without warranty of any kind. SAI hereby disclaims all warranties and conditions with regard to the Website including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.
6. IN NO EVENT SHALL SAI BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS WEBSITE OR WITH THE DELAY OR INABILITY TO USE THIS WEBSITE, OR FOR ANY INFORMATION, AND SERVICES OBTAINED THROUGH THIS WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS WEBSITE, WHETHER BASED ON CONTRACT OR STRICT LIABILITY OR OTHERWISE.

ANY CARRIAGE BY AIR OBTAINED USING THIS WEBSITE SHALL BE SUBJECT TO THE CONDITIONS OF CARRIAGE OF SAI AND THE CARRIAGE BY AIR ACT 2012,

APPLICABLE FOR BOTH DOMESTIC AND INTERNATIONAL CARRIAGE.

ONLINE BOOKINGS

7. SAI's online booking and payment facility is currently available for flights by SAI. You assure, represent and warrant that you will use SAI's online booking facility to make only LEGITIMATE reservations. You can book online for up to five (5) seats per booking. The bookings are subject to applicable fare conditions and seat vacancies in that fare group and seats being available. Seat (s) and fares are not guaranteed until carriage is purchased.
8. Currently there are three (3) methods of making payment for online reservations made using the Website (i) pay at the nearest SAI office or authorized travel agents within the time limit intimated by SAI after making an online booking and receiving a unique reference number (PNR); the time limits may vary depending on the flight time, date and sector OR (ii) payment via credit card/debit card online OR (iii) payment via internet banking or by way of an automated teller machine (ATM) which will be available only through select banks on the ILink network offering this facility, this will involve making an online booking and receiving a unique reference number (PNR) and executing the payment using the said PNR via the internet banking facility or an ATM (where available). Failure to make payment under all options within the time specified shall automatically cancel the booking/online reservation made without any liability whatsoever accruing towards SAI.
9. Should you make a purchase through the Web Site or through any other method, an Electronic ticket will be issued to you. An electronic image of your e-ticket is stored in SAI reservation system. The itinerary receipt is your confirmation of travel. Please note that in case of any discrepancy appearing between your itinerary receipt and the electronic image of your e-ticket stored on our system, the electronic image of your e-ticket stored on our system shall for all purposes be treated as final and conclusive.
10. You may need to print the itinerary receipt and use it for your access to the airport and check-in. To enter the airport and for check-in, you must present the itinerary receipt along with a valid photo identification Computerized National Identity Card (CNIC) and/or Passport with valid entry permit/visa if travelling internationally. SAI reserves the right to require any other documentation from the passengers as it may deem necessary for allowing a person to travel nationally and/or internationally.
11. You are responsible for the correctness of the details of each passenger's particulars including but not limited to full name, date of birth, gender and age whilst booking online. In no event shall SAI be responsible for incorrectly entered information.
12. Once an online booking is made, the passengers are requested to confirm the time, and date of departure. SAI assumes no responsibility whatsoever on account of delay or cancellation of flight for any reason whatsoever including but not limited to change in flight schedule.

Payment via Credit/Debit Cards and internet banking or ATM from Select Banks on the ILink network:

13. Payment for online booking is accepted by Credit/Debit Cards - Visa and/or MasterCard only and with the internet banking or ATM facility available only on select banks on the ILink network.. The Credit Card and/or Debit Card used to purchase carriage will have to be produced at the time of check-in. If person whose name appears on the Credit/Debit Card is not the passenger travelling, then the passenger should possess the following:

- (i) A photocopy of both sides of the Credit Card and/or Debit Card, which will have to be self-attested/signed by the Credit Card and/or Debit Card holder, authorizing the use of the Credit Card and/or Debit Card for the purchase of the carriage by air. For security reasons, please strike out the Credit Valid Verification (CVV) number on the copy of your Credit Card and/or Debit Card.
 - (ii) This photocopy should also contain the name of the passenger travelling, the date of journey and the sector on which the journey is made **and** should have attached true copy of CNIC or a copy of the Passport of the person in whose name the Credit Card and/or Debit Card used for purchase exists. The Passenger(s) must also produce a copy of their own CNIC and/or Passport which must be signed by the Credit Card and/or Debit Card holder.
 - (iii) The above document **MUST** be produced at the time of check-in. If the passenger fails to comply with any of the WOPTC including specifically those set out here at article 13(i) and (ii), SAI reserves the right to deny the passenger(s) from boarding.
14. You are advised that there may be bank or other 3rd party charges applicable to your transaction to purchase carriage by air online. SAI is not responsible for any charges levied by any 3rd party including but not limited to those levied by the Card Issuing Bank /Card Issuer. You are responsible for ensuring that SAI is in receipt of good and clear funds, net any and all charges, of an amount equivalent to that indicated on the itinerary receipt and/or our internal records which you hereby deem as final except for in the case of manifest error. For the avoidance of doubt you shall remain liable for all amounts payable to SAI as indicated on our internally stored electronic image of your e-ticket (see article 9 above).
15. If you are using a non-Pakistani rupee based Credit Card and/or Debit Card, your card issuer may charge a fee for transactions in a foreign currency and/or also apply different exchange rates. Please check with your Credit Card and/or Debit Card issuer for any fees and their applicable exchange rates. Without prejudice to the generality of the foregoing articles, SAI is not responsible or liable for any such charges or any charges whatsoever levied by your bank or card issuing institution or any other 3rd party.
16. For use of your Credit Card and/or Debit Card on the Web Site, SAI shall in no event be responsible for any charges (by whatever name called) levied by any 3rd parties including but not limited to the Card Issuing Bank. All such charges shall be to your account exclusively. The fares indicated on the Web Site are non-inclusive of any such charges. At all times the provisions of Article 14 hereinabove shall apply.
17. SAI shall in no event be responsible for any unauthorized use of any Credit Card and/or Debit Card. You hereby indemnify SAI from any and all loss and damage, direct and indirect, arising due to unauthorized use of any credit card on this Web Site.
18. SAI is not responsible or privy to your relationship with your bank and/or card issuer and you are advised to be informed of all charges, terms and conditions in your relationship with your Bank/Card Issuer.

Refunds and Modifications:

19. For all those tickets, purchased through Credit Card and/or Debit Card, the Refund request can only be made and processed through the Web Site. The Refund processing time is ten (10) business days. The provisions for Refund as provided in SAI's Conditions of Carriage will apply. Carriage purchased through Credit Card/Debit Cards will not be refunded as cash amounts.

20. In case of refund, after verification of the pertinent fare's amount, this refund will be transferred to the same Credit Card/Debit Card through which the initial payment was made. Any payment made herein may be subject to deductions in the form of Credit card processing and refund charges. These may be deducted according to the applicable policy of Shaheen Air International Limited.
21. Refund request time will count from the moment when user launches the ticket / carriage cancellation request through Web Site. SAI reserves the right to reject any refund request without assigning any reason. Refund of Debit/Credit card holder's e-ticket will only refund if he/she is going to refund all purchased e-tickets. In such a case, a new booking may be made in the name of person(s) travelling.
22. Carriage purchased by Credit Card/Debit Card or via internet banking or ATM facility through ILink cannot be reissued or modified.\
23. SAI will not in any manner or form whatsoever be responsible for the actual transfer of funds as a result of an online refund request for a Credit/Debit Card transaction to the card owner's account. Subject to the WOPTC, SAI will refund the amount to the Credit/Debit Card issuing bank the said bank will then accordingly settle the refund transaction and will solely be liable in this respect. Refunds shall be subject to the conditions of carriage.
24. **Representations:** All and any information provided by you must be legitimate and true, including but not limited to the following:
 - i. **Identity:** you represent that you are the person who shall be using the Web Site and are not acting on behalf of any other. Should you be using the Web Site on behalf of another, SAI shall be entitled, without further verification or any express authority, to treat you as agent of the person(s) on whose behalf you are using this Web Site thereby binding them to this Agreement. SAI shall be entitled to treat you and your principals are jointly and severally liable in case of any loss or damage arising by or through your use of the Web Site.
 - ii. **Age and Responsibility:** You represent that you are of sufficient legal age to use this Web Site, and you possess the legal right and ability to create binding obligations for any liability you may incur as a result of the use of this Web Site. You understand that you are financially responsible for all uses of this Web Site by you and anyone acting under your authority express or implied. You shall be responsible for all booking(s) made under your name OR made using your credit card. You warrant that all information supplied by you and other passengers travelling with you whilst using the booking facility are true and accurate.
 - iii. **Documentation and health requirements:** The responsibility to ensure the correctness of all documentation including valid passport and visa (if required) rests solely with you. SAI will not be responsible for any damages arising out of incomplete or improper documentation on your part.
25. Airport taxes, surcharges, and fees: All taxes, duties, surcharges, and fees at the time of purchase will be collected on your e-ticket. Some airports will levy airport departure taxes, surcharges, and fees, which is payable by passengers at the airport locally. Information on these charges may not be given and/or incorporated in our quoted fares and you shall be independently liable to ascertain and satisfy the same.

26. *Conditions of contract:* Your carriage together with your baggage will be subject to the Conditions of Carriage of SAI. It is your responsibility to read these Conditions of Carriage in their entirety which shall remain binding you including obligations that by their nature shall survive the discharge of this Agreement and/or the Contract of Carriage. The Conditions of Carriage are available on SAI's Website www.shaheenair.com
27. *Modification of Terms:* SAI reserves the right to change the WOPTC of this Agreement at any time without notice or liability. You are responsible for regularly reviewing these WOPTC. At all times you shall be bound by the most up to date version of our WOPTC as at all times available through our Website.
28. **Restrictions on Use:** SAI retains all rights (including copyright and patent rights) with respect to all software and underlying information and material available through the SAI Online booking facility. You must not download or otherwise export or re-export any software or underlying information or material available through the SAI Online booking facility except with the written permission of SAI and in full compliance with all applicable laws and regulations. In particular, but without limitation, you must not download or otherwise export or re-export any software or underlying information or material available through the SAI Online booking facility unless such downloading occurs in the course of using the SAI Online booking facility in accordance with the written instructions of SAI.
29. **No Unlawful or Prohibited use:** You will not use this Website for any purpose that is unlawful or prohibited by these WOPTC. You will not use the SAI online booking facility to make any speculative, false or fraudulent reservation. Without restricting the foregoing, you must not:
- i. resell the service of the SAI Online booking facility; or
 - ii. use the SAI Online booking facility for any activity which breaches any law; or
 - iii. use the SAI Online booking facility in a way which interferes with its availability for other users; or
 - iv. use other means to transact or obtain information if you are unable to use the SAI Online booking facility.
30. **eTicket Reprint Charge:** If you are travelling on SAI flights, you may be charged a revised fee if you request a reprint of your eTicket itinerary at the airport or city offices. This charge will be applicable only for reprint / duplicate copy of the existing booking. Any additional changes to the booking will be charged as per the fare rules applicable.
31. **Baggage:** The permitted baggage and its details will be the same as provided for on your e-ticket. In case of any discrepancy appearing between your itinerary receipt and the electronic image of your e-ticket stored on our system, the electronic image of your e-ticket stored on SAI's system or record shall for all purposes be treated as final and conclusive.
32. **Third Party Transactions:** SAI shall under no circumstances be liable for any payment to any Banks, Credit Card companies or any other Third Parties on your behalf. Any complaints or disputes that you have with any 3rd parties including but not limited to any Bank, financial institution or card issuer shall be taken up by you directly with the relevant 3rd party without any recourse to SAI. You hereby indemnify SAI on a full indemnity basis (including for reasonable legal fees) for any and all third party (including your Credit /Debit card issuing Bank) claims whatsoever and howsoever arising.

33. **Governing Law and Jurisdiction:** This Agreement and the WOPTC herein shall be governed, construed, interpreted and dealt with in accordance with the laws of Pakistan. The courts at Karachi shall have exclusive jurisdiction to try any matter in relation hereto.
34. **Waiver:** Failure of SAI to exercise any right/remedy or at any time to require performance of any provision from you shall in no way constitute a waiver (including without limitation implied waiver) of those rights/remedies or requirement for you to perform such provision.
35. **Notices:** All notices shall be made in writing through email or posted through registered mail or a reliable courier service at the address provided below.

Shaheen Air International Limited Head Office
Terminal-1 Road, Jinnah International Airport,
Karachi, 75200, Pakistan.
Email: contracts@shaheenair.com

END OF DOCUMENT – VERSION 1.1 (02.02.2016)