

You acknowledge and accept these terms and conditions (these "Transfer Terms and Conditions") by submitting your online request to transfer Flying Blue Award Miles ("Award Miles"). The transfer of the Award Miles is a service provided to Flying Blue Programme members by Points.com Inc., a corporation existing and resident in the Province of Ontario, Canada and located at 171 John Street, 5th Floor, Toronto, Ontario, M5T 1X3 ("Points.com").

1. You and the transferee must each be a member in good standing of the Flying Blue Programme in order to complete a transfer of Award Miles.
2. Your transfer request shall not be effective until accepted by Points.com. Acceptance by Points.com shall be evidenced only by the actual debiting of Award Miles from your account and depositing of such Award Miles into the account of the transferee. Notwithstanding the foregoing, Points.com reserves the right to revoke or cancel any acceptance and cancel and reverse transactions as set forth below.
3. You have the right to withdraw your purchase in whole and not in part within 14 working days of the date of purchase without penalty and for any reason, provided that the purchased Award Miles are capable of being retrieved in full from your account or the person whom you purchased them for. After this period, Points.com has no obligation to refund any purchase of Award Miles.
4. Any transferred Award Miles will not count toward qualification for any increased or improved status in the Flying Blue Programme.
5. You may transfer up to 50,000 Award Miles per transaction. You may transfer a maximum of 250,000 Award Miles per year and no member may receive more than 250,000 Award Miles per year through the transfer service.
6. Neither you nor the transferee may sell, barter or otherwise conduct any unauthorized distribution of any Award Miles transferred hereunder. If any Award Miles are resold, distributed or used for improper purposes as determined by Points.com.com in its sole and absolute discretion, or any transfer of Award Miles is conducted through credit card abuse or fraud or other illegal means, Points.com may, at its option and with the assistance of Air France and KLM, cancel, void, refuse to honor and/or confiscate such transferred Award Miles and pursue any and all other rights and remedies that may be available. You agree that Points.com may debit your account or the account you have transferred Award Miles to in connection with the foregoing. You agree to fully cooperate with all reasonable requests of Points.com concerning any investigation or prosecution of anyone engaging in or suspected of engaging in abuse or fraud with respect to the transfer of Award Miles hereunder.
7. The transfer of Award Miles is not a guarantee of the availability of any Flying Blue Programme rewards and Points.com shall have no liability or responsibility where you or the transferee are unable to use or redeem any transferred Award Miles.

8. You agree to pay Points.com in full by credit card prior to any Award Miles being posted to the transferee's Flying Blue Programme account. By submitting a request to transfer Award Miles you authorize Points.com or its representative to charge the credit card number you provided.
9. You agree that the awarding and use of all Award Miles, including those transferred hereunder, are subject to the terms, conditions, exclusions and limitations of the Flying Blue Programme, and that Air France and KLM has the sole and exclusive authority and responsibility for operating, modifying, terminating and establishing the terms and conditions applicable to the Flying Blue Programme. Points.com shall have no liability or responsibility to you for, and has no obligation to notify you of, any action, inaction or decision taken by Air France and KLM in connection with the Flying Blue Programme. You hereby agree not to make any claim against Points.com for any action, inaction or decision taken by Air France and KLM in connection with the Flying Blue Programme. Points.com shall not be treated as the agent of Air France and KLM for any purpose.
10. You shall indemnify, defend and hold Points.com and its affiliates, and their respective directors, officers, employees, contractors, partners, agents, affiliates, successors and assigns, harmless from and against any and all losses, obligations, claims, damages, demands, liabilities, suits, actions, costs, fees and expenses whatsoever incurred, suffered or borne by or asserted against any such persons in any way relating to, arising out of or resulting from (i) your use of or participation in the Flying Blue Programme, (ii) your performance or failure to perform hereunder or (iii) any breach by you of these Terms and Conditions.
11. THE AWARD MILES TRANSFERRED AND ANY ASSOCIATED SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY, REPRESENTATION, CONDITION OR GUARANTEE OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.
12. POINTS.COM'S ENTIRE LIABILITY, REGARDLESS OF THE FORM OF CAUSE OF ACTION, DEMAND OR CLAIM, WHETHER BASED ON CONTRACT OR TORT, INCLUDING NEGLIGENCE, SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU FOR THE TRANSFER OF AWARD MILES. IN NO EVENT SHALL POINTS.COM BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED IN CONNECTION WITH THESE TERMS AND CONDITIONS OR YOUR TRANSFER OF AWARD MILES HOWSOEVER CAUSED AND REGARDLESS OF THE FORM OF CAUSE OF ACTION, DEMAND OR CLAIM, WHETHER BASED ON CONTRACT OR TORT, INCLUDING NEGLIGENCE, AND EVEN IF SUCH DAMAGES ARE FORESEEABLE OR POINTS.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. You shall comply with all laws, rules and regulations applicable to these Terms and Conditions and your transfer of Award Miles.
14. These Terms and Conditions are governed exclusively by the laws of the Province of Ontario, Canada notwithstanding any principles of conflicts of law. To the extent permitted by applicable law, any claim, dispute or controversy between you and Points.com shall be determined by final and binding arbitration to the exclusion of the courts. Such arbitration will be conducted in Toronto, Ontario, Canada on a simplified and expedited basis by one arbitrator pursuant to the current laws and rules relating to commercial arbitration in Ontario. If the foregoing arbitration is not permitted by applicable law or any court with jurisdiction, you irrevocably agree that all claims, disputes or controversies shall be settled exclusively by the courts of the Province of Ontario.
15. You may not assign or transfer these Terms and Conditions, or any right or obligation hereunder.
16. These Terms and Conditions, together with your transfer request, constitute the entire agreement between you and Points.com with respect to the subject matter hereof and supersede all prior or contemporaneous agreements or understandings, if any, whether written or oral, relating to such subject matter. No modification, amendment or waiver of these Terms and Conditions shall be effective or binding unless made in writing and signed by Points.com.
17. Points.com shall have no liability for delays or failure in its performance hereunder caused by any act of God, war, strike, labor dispute, work stoppage, fire, act of government, or any other cause, whether similar or dissimilar beyond its control.
18. You agree with Points.com verifying with Air France and KLM the data you have provided Points.com with.
19. You understand and agree that Flying Blue Programme members residing in certain countries are not able to use the Transfer Program. As of the date of these Transfer Program Terms and Conditions, these countries are: Algeria, Belarus, Bulgaria, Lithuania, Macedonia, Nigeria and Philippines. Points.com reserves the right to amend this list of countries from time to time, without prior notice.
20. Should you have any questions about the Transfer Program or these Transfer Program Terms and Conditions please contact the Flying Blue Program through the contact details listed on flyingblue.com
21. Points.com is responsible for the processing of your personal data in accordance with applicable data protection and privacy laws and regulations. Your personal data will be used and disclosed by Points.com in order to complete your requested transaction. You have the right at any time to access, modify, rectify and delete all your personal data in the possession or control of Points.com, provided you file a written request with a copy

of your proof of identity to the attention of the Data Privacy Officer at the address set forth above.