

UATP Subscriber Agreement

Company Name

hereinafter called "Subscriber," and United Airlines, hereinafter called "United," agree as follows:

I. Charges and Remittances

Upon approval, United will open a Universal Air Travel Plan (UATP) Account for air transportation and related services for Subscriber. The value of tickets and other documents (including all applicable tariff and other charges and taxes) purchased by Subscriber's UATP Account holders against UATP Accounts issued hereunder will be charged to Subscriber's Account. United will bill Subscriber no less frequently than once per month in the national currency of the country designated in United's mailing address at the end hereof, or, at the election of United (which election may be revoked by United at any time) in the national currency of the country so designated in Subscriber's mailing address, for the amount of the charges to Subscriber's account not previously paid. (Where it is necessary to convert the value of any such tickets and other documents into another currency, the appropriate rate of exchange as applicable in the air transport industry will be used.) Subscriber will remit the net amount invoiced by United in the currency specified (and in the currency billed without set-off or deduction) within ten (10) days after the receipt of the bill. Such remittance will be credited to Subscriber's Account.

II. Types of UATP Accounts

- A. Subject to the conditions hereinafter set forth, the following types of UATP Accounts will be issued by United hereunder:
1. Plastic UATP Cards
 2. Cardless UATP Accounts
- B. The terms "UATP Accounts" or "Account(s)" as used herein, include Plastic UATP Cards and Cardless UATP Accounts unless otherwise specified.

III. Eligibility for UATP Accounts

Upon compliance with the provisions of this Agreement, and acceptance by United, Subscriber may designate in writing any individual eligible to receive a UATP Account.

IV. Delivery of Plastic UATP Cards

Subscriber will acknowledge receipt of UATP Cards issued hereunder in writing. Subscriber will require UATP Cardholders to sign their UATP Cards in ink for purpose of identification. Subscriber will surrender promptly all UATP Cards issued hereunder which have been canceled, replaced or materially altered or mutilated.

V. Use of UATP Accounts and Related Services

- A. A UATP Account may be used to purchase tickets for air transportation only over the lines of United or any other party to the UATP, although United may accept other air travel authorizations at its discretion. UATP Accounts and tickets purchased for air transportation pursuant to this Agreement will be used primarily for business or commercial purposes. A UATP Account is not good for passage, but, when presented by the Account holder, or, if accompanied by a receipt signed by the Account holder in the form prescribed by United, by his/her duly authorized Agent, at any ticket office of United, or of any other party to the UATP, or of any Agent authorized by United or by any other such party to honor UATP Accounts, will be honored in lieu of cash for the purchase of tickets and other documents for the air transportation of the passenger and his/her baggage and for related services (including all applicable tariff and other charges and taxes) as specified from time to time by United, subject, however, to the following conditions and limitations:

1. A UATP Account may be used to purchase air transportation and other related services hereunder for
 - a. the named Account holder and
 - b. any other individual authorized by the named Account holder provided that the named Account holder of the UATP shall use such forms and conform to such procedures as may be prescribed from time to time by United.
2. Any UATP Account may be used to purchase, in addition to the tickets referred to in the foregoing subparagraphs, documents for the following related services or products and such other services or products as United may from time to time notify Subscriber in writing.
 - a. Surface transportation on common carriers with which the selling airline has, or knows that the last connecting airline has, an interline agreement or similar arrangement, whereby such airline's paper is accepted, when sold in conjunction with air passenger transportation.
 - b. Where acceptable by the "Selling Airline" (the airline that accepts the UATP for payment), land arrangements and accommodations for tours involving air passenger transportation offered by tour operators.
 - c. Transportation by air of private passenger automobiles in conjunction with air passenger transportation, where available and offered by Selling Airline.
 - d. Amtrak® tickets.
 - e. Mileage Plus® Upgrade Certificates.
 - f. Memberships and renewals for The Red Carpet Club®
 - g. GTE Airfone® charges.
 - h. Purchases made through any duty-free program offered by United.
 - i. Charges for small package delivery services.
 - j. Any other services or products that United may announce from time to time as eligible charges under the UATP.
3. When Subscriber uses the UATP Account to purchase tickets issued by a U.S.-based airline, Amtrak® or a non-U.S.-based airline participating in the insurance program, Subscriber will automatically qualify for personal injury insurance coverage in the amount prevailing at the time of use. Subscriber may elect to purchase additional insurance that may include lost luggage insurance or rental car collision deductible reimbursement.

- B. Tickets and other documents for the air transportation of the passenger and his/her baggage, and for related services, issued against UATP Accounts or other authorizations are not transferable and shall not be offered for sale or resold to the public directly or indirectly.

VI. Responsibility for Use of UATP Accounts

- A. A UATP Account is not transferable, and United reserves the right for any party to the UATP to refuse to honor a UATP Account and to repossess such Account when it is presented by a person other than the UATP Account holder or his/her duly authorized agent, or when such Account has been canceled by the Subscriber or United or when it has been altered or mutilated. United will use reasonable care to prevent the honoring of UATP Accounts presented by persons other than UATP Account holders or their duly authorized agents, but if UATP Accounts issued hereunder are nevertheless honored when so presented, Subscriber will be responsible for the value of the tickets and other documents (including all applicable tariff and other charges and taxes) and the value of all related services so purchased.

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B. If Subscriber desires to terminate its responsibility for the use of any UATP Account, or if a Plastic UATP Card has been lost, stolen or destroyed, Subscriber will notify United in writing. Upon receipt of such notice, United will cancel the UATP Account and will take steps to prevent the honoring thereof. If the UATP Account is honored prior to the receipt of such notice, Subscriber will be responsible for the value of the tickets and other documents (including all applicable tariff and other charges and taxes) and the value of all related services so purchased.

C. If Subscriber's address as shown in the Subscriber's Agreement is located in the United States, its territories and possessions or Puerto Rico and Subscriber has been issued fewer than ten (10) UATP Accounts, Subscriber's liability is limited by the applicable provisions of United States law for the unauthorized use of each Account issued to Subscriber. Whenever any UATP Account holder ceases to be eligible to hold such UATP Account under this Agreement, Subscriber will promptly return the UATP Account to United for cancellation. Notwithstanding any other provision of this paragraph, United may, at its option, negotiate other terms with Subscribers for the allocation of loss from the unauthorized use of UATP Accounts.

VII. Cardless Accounts

In the event Subscriber requests United to set up a Cardless Account upon which air transportation and related services may be charged through an Account number without presentation of a Plastic UATP Card ("Cardless Account"), Subscriber agrees that it will remain fully responsible and liable to United on all charges made through Subscriber's Cardless Account, whether or not such charges were properly authorized by Subscriber or its agent. United will take reasonable steps to verify proper authorization for any charges made under Cardless Accounts. United reserves the right at any time to cancel or terminate Cardless Account privileges.

VIII. Liabilities

Without prejudice to its tariffs, rules, regulations and general conditions of carriage, United shall be liable only for its own acts and omissions, and shall not be responsible for the acts or omissions of any other person or company.

IX. Assignment

Subscriber may not assign this Agreement in whole or in part without prior written consent of United. Any such assignment with prior written consent of United shall be void and of no effect.

X. Refund of Ticket or Other Documents

Whenever a ticket or other document purchased hereunder is unused, in whole or in part, due to causes beyond the control of the passenger, any refund due in accordance with applicable tariff provisions or conditions of carriage may be made to Subscriber's Account after tickets or other documents are surrendered to United.

XI. Termination and Settlement

A. This Agreement shall continue in effect until terminated by either party giving thirty (30) days' prior written notice to the other at the address appearing below. United may, however, terminate it immediately, at any time, in the event of default by Subscriber, or in the event it is no longer permitted nor reasonably possible to convert the national currency of the country designated in Subscriber's mailing address below into the national currency of the country so designated in United's mailing address or to transfer funds from the former to the latter country. United may revoke the right to use UATP Accounts issued hereunder at any time after notice of termination has been given by either party. Proof of mailing of any notice required or permitted hereunder shall be prima facie evidence that such notice was given to the other party.

B. Upon termination, all outstanding UATP Accounts issued hereunder shall be surrendered to United at its address appearing below. In the event there are unpaid charges to Subscriber's Account, Subscriber agrees to remit the amount of such unpaid charges within ten (10) days after receipt of a bill therefor. In the event United brings suit on any debt owed by Subscriber under this Agreement, United shall be entitled to recover, in addition to the amount of the debt, its costs and attorneys' fees.

XII. Subject to Law, Tariffs and Conditions of Carriage

This Agreement shall be subject to all applicable laws and tariffs, to the rules and regulations and general conditions of carriage of United or any carrier engaged in transportation hereunder and to the applicable rules, regulations, demands, and orders of any governmental authority having jurisdiction in the premises, all of which shall have precedence over any conflicting terms or conditions herein.

XIII. Effective Date

This Agreement shall become effective when executed by United and shall supersede any UATP Agreement in effect between the parties hereto on such effective date.

DATED AT _____ THIS _____, 20____
City, State and Country

Subscriber (Exact legal, corporate, partnership or proprietorship name to be used)

BY _____ Signature _____ Title _____

MAILING ADDRESS _____ Country _____
(Street Address, City, State and Zip Code)

To be filled in by United Airlines

DATED AT CHICAGO, ILLINOIS, U.S.A. THIS _____ DAY OF _____, 20____

BY _____ Signature _____ Title _____

UNITED AIR LINES, INC.
P.O. BOX 66100, CHICAGO, IL 60666-0100