

1. GENERAL PROVISIONS

1.1. This Policy defines the grounds, procedures for application, amounts of penalty sanctions, the payment procedure, as well as the issuance of ACM (Agency Credit Memo) in the event of disputes regarding penalties imposed by LLC “MY FREIGHTER” (hereinafter referred to as the Company) on agents engaged in the sale of passenger air transportation services and ancillary services of the Company.

1.2. This Policy constitutes an integral part of the Agency Agreement and applies to all agents of the Company regardless of the sales channels and reservation systems used.

1.3. The penalty policy has been developed in accordance with the current legislation of the Republic of Uzbekistan, as well as regulatory documents of IATA, including but not limited to IATA Resolutions 830d and 850m.

1.4. Penalties are issued by the Company in the form of a written notification and are subject to mandatory compliance by the Agent in accordance with the procedures and deadlines established by this Policy.

2. GROUNDS FOR APPLICATION AND AMOUNTS OF PENALTIES

The Company shall have the right to apply penalties to the Agent in the following cases:

2.1. Misuse of transportation documents

Use of airline tickets for fictitious bookings or reporting without actual transportation, as well as the issuance of test or demonstration tickets without prior written approval from the Company.

Penalty: 50 USD for each ticket issued.

2.2. Late submission of financial reports to the Company

first violation – suspension of stock replenishment until the report is submitted;
second violation – **penalty** of 100 USD and temporary suspension of the ticketing terminal;
repeated violations (three or more) – termination of the Agency Agreement.

2.3. Creation of fictitious or test bookings

Creation of bookings in the production system using fictitious data (for example: TEST/TEST, AAA/BBB, etc.).

Penalty: 100% of the applied fare for each violation.

2.4. Churned transactions

Creation of more than three repeated booking and cancellation transactions for the same passenger on the same flight on the same date.

Penalty: 100% of the applied fare for each violation.

2.5. Incorrect indication of passenger contact details

Failure to provide or incorrect entry of passenger contact details in the reservation, in violation of IATA Resolution 830d requirements.

Penalty: 100 USD, as well as reimbursement of all expenses incurred by the Company in connection with the incident.

2.6. Violation of Minimum Connecting Time (MCT)

Failure to comply with the established minimum connecting time between flights.

Penalty: 100 USD, as well as reimbursement of all expenses incurred by the Company in connection with the incident.

2.7. Incorrect entry of passenger data

Incorrect entry of passenger information when creating a booking (surname, first name, passport series/number, date of birth).

Penalty: 20 USD per passenger.

2.8. Failure to inform passengers about schedule changes

Failure or untimely notification of passengers regarding planned schedule changes, flight cancellations, rescheduling, or delays.

Penalty: 100 USD, as well as reimbursement of all expenses incurred by the Company due to failure to inform the passenger.

2.9. Cancellation or refund of an airline ticket without passenger request

Cancellation or refund of an airline ticket without a confirmed refusal from the passenger or their authorized representative.

Penalty: 100% of the ticket cost and compensation for any losses incurred.

2.10. Damage caused to a passenger due to the agent's fault

Documented damage caused to a passenger as a result of an agent's error.

Penalty: Full compensation for direct damages.

2.11. Untimely processing of system queues

Failure to process system queues in a timely manner resulting in losses to the Company.

Penalty: Compensation of losses, if incurred.

2.12. Display of incomplete information on the agency itinerary receipt

If the agency uses its own itinerary receipt template, the absence of mandatory information (ticket number, booking reference number, baggage allowance, fare name, fare validity, ticket price).

Penalty: 100 USD per ticket and compensation of losses if incurred.

1.13. Violation of the destination country's requirements regarding the validity of a passport, visa, or other travel documents.

Penalty: 100% of the ticket cost and compensation for any losses incurred.

3. PAYMENT PROCEDURE AND CONSEQUENCES OF NON-PAYMENT

3.1. The Agent must pay the penalty within fourteen (14) calendar days (in accordance with IATA Resolution 850m) from the date of receipt of the written notification from the Company.

3.2. Payment shall be made in the currency specified in the agency profile, at the exchange rate of the Central Bank of the Republic of Uzbekistan on the date of invoice payment.

3.3. In case of non-payment of penalties within the established period, the Company shall have the right to:

- suspend the Agent's access to the sale of transportation services;
- temporarily suspend the validity of the Agency Agreement until the outstanding debt is fully settled.

4. DISPUTE PROCEDURE FOR PENALTIES

4.1. The Agent has the right to dispute penalties imposed by the Company.

4.2. The dispute must be submitted by the Agent within fourteen (14) calendar days (in accordance with IATA Resolution 850m) prior to the transfer of the penalty to the settlement system for inclusion in the billing invoice.

4.3. When submitting a dispute, the Agent must provide supporting documentation, including but not limited to documents explaining the grounds for the dispute.

4.4. All disputed penalties shall be reviewed by the Company within sixty (60) calendar days from the date the dispute is submitted by the Agent.

4.5. In the absence of supporting documentation, the Company shall have the right to reject the Agent's objection and include the penalty in the billing invoice.

4.6. The Company may request additional information from the Agent if necessary for the review of the disputed penalties.

4.7. If the penalty is confirmed as valid, the Company shall notify the Agent and the penalty will be included in the invoice for payment.

4.8. If the penalty is determined to have been issued in error, the Company shall issue the corresponding ACM (Agency Credit Memo).

5. FINAL PROVISIONS

5.1. This Policy shall enter into force from the date of its approval by the General Director of LLC "MY FREIGHTER" and shall be mandatory for all Agents.

5.2. The Company reserves the right to amend and supplement this Policy with mandatory notification to the Agents in accordance with the established procedure.

5.3. In all matters not regulated by this Policy, the parties shall be guided by the Agency Agreement and the legislation of the Republic of Uzbekistan.