



Updates to the Agent Reporting Agreement (ARA): Effective January 4, 2021

Part II, Section 8.3.5

8.3.5 The name of Agent is not the same as, or misleadingly similar to, a Carrier's name unless authorized by the Carrier to do so. **This includes any name involving the terms "ARC" or "Airline(s)."**

Part I, Section 6

6.6. Upon termination and ARC's request, Agent must return to ARC all supporting documents listed in Section C of the IAH that are less than or equal to **39 months** ~~2 years~~ of age as of the date of termination. Until returned or destroyed in a secure manner, all supporting documentation containing personal data, such as credit card information, must be maintained in a secure and confidential manner.

Part II, Section 8

8.3.6.3 Document Retrieval Service (DRS) Security Manager who will perform administrative functions for Agent's DRS users, **including but not limited to creating and terminating individual DRS user accounts**, in accordance with instructions provided by ARC; and

Part II, Section 12

12.1 Agent must retain copies of the documents listed in Section C of the IAH for a period of at least ~~2 years~~**39 months** from Submission Deadline for those documents.

Part II, Section 13

13.1.3 Notify System Providers to inhibit the issuance of ARC Traffic Documents, ~~in paper and electronic format~~, by all of Agent's Locations and all Agents under Common Control with Agent.

Part III, Section 23

~~23.1. Upon Agent's proper request and payment of fees, ARC will supply Agent with paper-format ARC Traffic Documents.~~

23.1. The terms governing Agent's security of ARC Traffic Documents and the manner in which ARC Traffic Documents may be issued and must be accounted for are set forth under this Agreement, instructions provided by ARC, and in Section B of the IAH.

23.2. All ARC Traffic Documents supplied to Agent must be held in trust for ARC by Agent until issued to Agent's clients, or until otherwise accounted for to ARC or Carriers, and must be surrendered to ARC upon demand pursuant to this Agreement.

23.3. This Agreement does not confer upon Agent, nor will Agent otherwise be deemed to have, any ownership interest in any ARC Traffic Documents, or any other Transactional information or data supplied to Agent under this Agreement.



23.4. ARC Traffic Documents (paper format) supplied for issuance at a specified Location covered by this Agreement must not be filled out or validated at any other Location.

23.5. Agent will not accept custody of, or deliver, blank, pre-validated, or partially written ARC Traffic Documents not previously assigned to Agent under this Agreement. Should Agent be approached by another Agent to distribute blank, pre-validated, or partially written ARC Traffic Documents, or to distribute ARC Traffic Documents not provided to Agent through the System Provider (electronic format), Agent must immediately notify the ARC Fraud Prevention Department.

Part IV, Section 30

30.4.1. Remove ARC Traffic Documents (~~paper format~~), and notify System Providers to inhibit the issuance of ARC Traffic Documents by Agent and all Agent Locations; and

30.5.2. Notify System Providers to inhibit issuance of ARC Traffic Documents ~~in paper and electronic format~~ by Agent and all of Agent's Locations.

Part V, Section 33

33.5.1.3. Notify System Providers to inhibit the issuance of ARC Traffic Documents (~~paper and electronic format~~) by such Agent and Locations.

36.3. Unless Agent is determined not to be liable under Subsection 36.4, Agent will be liable for (and will indemnify and hold harmless Carrier; and Carrier's officers, agents, and employees from) any and all damage, expense, or loss incurred on account of the loss, misapplication, theft, forgery, or unlawful use of ARC Traffic Documents (~~paper or electronic format~~), or other supplies furnished by or on behalf of the Carrier to Agent.

Part VII, Section 36

36.4.2. Agent has exercised reasonable care for the protection of ARC Traffic Documents (~~paper and electronic format~~);

36.9. If ARC uses legal counsel to (i) enforce its right to repossess ARC Traffic Documents (~~paper format~~) because Agent failed or refused to surrender them upon demand made pursuant to this Agreement, and/or (ii) otherwise obtain compliance by Agent with the provisions of this Section, Agent shall also be liable to ARC for any and all attorney's fees, and also for any additional costs actually incurred by ARC for the collection for costs of this action, if ARC's action is adjudicated or otherwise resolved in ARC's favor. If ARC's action is adjudicated or otherwise resolved in favor of Agent, ARC must reimburse Agent for all costs incurred, and for the reasonable fees of Agent's attorneys, in defending itself against ARC's action. The term "costs" as used here includes, but is not limited to, court costs, litigation bond premiums, private investigator fees incurred in attempting to locate ARC Traffic Documents, and locksmith fees.

Part IX, Section 39

39.8. ARC TRAFFIC DOCUMENT means all industry standard forms and documents (~~paper and electronic~~) that ARC may provide to Agent, in trust, and for which Agent is responsible. This



term includes Carriers' own traffic documents provided to ARC for processing reporting, settlement and administration under this Agreement.

Section B of the IAH

Section B: Security Guidelines for ARC Traffic Documents

ARC Traffic Documents (Paper Format)

The printing and distribution of paper format ARC Traffic Documents (Automated Ticket/Boarding Pass (ATB) accountable document stock) will cease effective December 17, 2020. After this date, agencies may no longer order new supplies of paper format ARC Traffic Documents.

The security guidelines outlined below apply to ~~the following ARC Traffic Documents (also known as "accountable documents"): Automated Ticket/Boarding Passes (any remaining supplies of ATBs) accountable document stock. All other documents supplied by ARC are considered "non-accountable documents" and are not subject to the security rules.~~

1. Total Inventory

Agents may maintain a 3-month supply of ARC Traffic Documents, for each Location, based on past usage and shipment history. ~~If, as a result of extraordinary circumstances (e.g., physical damage to the Traffic Documents held in inventory, the planned movement of a large tour group, etc.) you require additional inventory, contact the ARC Customer Care Center.~~

~~2. Quantity per Order~~

~~When ordering ARC Traffic Documents, the maximum allowable order quantity will be automatically determined by the ARC Document Ordering System and made available to Agents upon accessing the System.~~

3. Storage Requirements

ARC Traffic Documents must be secured in a metal safe, metal filing cabinet or other metal container, under your exclusive control, which possesses the following security features: (a) a weight (when empty) of 200 or more pounds or permanent attachment to the floor or wall(s) of the location; and, (b) a locking device meeting UL classification 768 (combination/time locks).

General Security of the Travel Agent's Approved Location and Operations

- B. All automated tickets not in use in a printer should be locked up in the metal safe or container described above, ~~as well as all manual tickets~~, except those that are being issued. All automated ticket printers must be either (a) locked, or (b) housed in a locked container.

Section C

39.36. As required by Section 12 of the ARA, Agent must retain copies of documents, included, but not limited to, the following for a period of at least ~~2 years~~ **39 months** from the Submission Deadline for those documents:



- 39.36.1. Voided Traffic Documents
- 39.36.2. Completed Universal Credit Card Charge Forms (UCCCFs), which include cardholder signature, credit card imprint, and authorization code.
- ~~39.36.3. PTA Refund Documents~~
- 39.36.4. Discount Certificates and Vouchers
- 39.36.5. Debit and Credit Memos
- 39.36.6. Value Coupons associated with refunds, exchanges
- 39.36.7. Other supporting documentation as may be required by ARC or Carriers
- ~~39.36.8. Original paper agent coupons for tickets issued on manual ARC Traffic Documents (4 flights)~~

Section F of the IAH

- 1.1. Failure to include in a report all ARC Traffic Documents ~~(paper or electronic format)~~ issued through the close of the Sales Report Period, even though payment was subsequently made upon demand
- 1.4. Permitting alteration, omission, or other falsification ~~on coupons~~ of original ARC Traffic Documents ~~(paper or electronic format)~~ or on any reissue

Section K of the IAH

- 3.1.3. Notify System Providers to inhibit the issuance of ARC Traffic Documents ~~(paper and electronic format)~~ by such Agent and all agents and locations under Common Control with the Agent.
- 4.3.1. Agent has ~~surrendered all ARC Traffic Documents (paper format) and has~~ ceased ~~to issue issuance of~~ ARC Traffic Documents in electronic format and, on or before such 31st calendar day;