



October 26, 2015

This agreement is between Airlines Reporting Corporation (“ARC”), 3000 Wilson Boulevard, Suite 300, Arlington, VA 22201-3862, and Verified Travel Consultant whose VTC Application has been approved in writing by ARC (“VTC”), and the parties agree to be bound to the terms and conditions of the VTC Program Agreement (“VTC Agreement”), which incorporates by reference the VTC Application, VTC e-Policies, and the VTC Handbook. To the extent that there is a conflicting provision, the VTC Agreement shall govern. Capitalized terms not otherwise defined herein, are given the meaning ascribed to them, in the VTC Application, VTC Agreement, or VTC e-Policies.

In consideration of these promises and the mutual covenants and agreements that follow, it is mutually agreed as follows:

1. **Purpose, Scope and Participation.** The purpose of the VTC Agreement is to facilitate the processing of transactions issued on ARC Traffic Documents, as is defined in Section 8 herein, by a VTC using an agency code number (“ACN” also referred to as ARC Number) for ARC ancillary travel related services as may be approved or changed by ARC in writing from time to time (e.g., Travel Agency Service Fees (“TASF”) Program for VTCs) (hereinafter, collectively referred to as the “VTC Services Program”) and to include VTC on the ARC Agency List.<sup>1</sup> A VTC’s participation in the VTC Services Program is solely within the discretion of ARC and the date in which ARC provides notice to VTC that its application (“VTC Application”) for inclusion in the VTC Services Program has been approved shall be the Effective Date of the VTC Agreement. Upon written approval by ARC, VTC will be included on the ARC Agency List as a VTC.

2. **VTC Use of ARC’s On line Services.** ARC provides various online services (collectively referred to as “ARC Tools” or “Tools”) through which VTC communicates or transacts business with ARC, including the My ARC web portal, Interactive Agent Reporting (IAR), ARC’s Travel Agent Service Fee Agreement for VTCs (Agent’s Choice), ARC Memo Manager and ARC Accreditation Tool. VTC’s use of and access to ARC Tools are subject to the terms of this VTC Agreement, VTC-e policies, the Terms of Use for each Tool, and any other written instructions relating to ARC Tools provided to VTC which are incorporated by reference in this VTC Agreement.

- a. By using any new or modified On-line Services and/or Tools when they become available, the VTC also agrees to be bound by the rules and fees applicable to those features.

<sup>1</sup> The list owned and maintained by ARC which includes, among other things, the name, address and ARC Number for each entity and location that has been approved in writing by ARC.

- b. VTC must designate a My ARC Primary Administrator who will perform administrative functions for VTC's My ARC users including but not limited to creating and terminating individual My ARC user accounts for My ARC user and Tool Administrators, in accordance with instructions provided by ARC.
- c. VTC acknowledges and agrees that any communication or business transaction with ARC through an ARC Tool (e.g., an application, form or request) by the VTC's My ARC Primary Administrator and/or any individual who has been granted access to the ARC Tool by the VTC's My ARC Primary Administrator or Tool Administrator, will be deemed to have been submitted and authorized directly by VTC. Such submissions will have the same force and effect as if they were submitted and/or signed (where applicable) directly by an owner or officer of VTC.

3. **VTC Ownership, Location, & Operational Email & Affirmation.**

- a. The VTC may exercise the authority granted herein only under the ownership as identified in the VTC Application, which shall be made a part of this VTC Agreement, and at such place of business operated by the VTC that has been approved by ARC. The VTC's ownership and authorized place of business may only be changed pursuant to the process identified within the VTC Handbook and other instructions provided in writing by ARC.
- b. It is the VTC's responsibility to ensure that all business information remains current. VTC must electronically affirm compliance with eligibility and retention requirements of this Agreement, including but not limited to, ownership status and other personnel requirements, at a minimum on an annual basis as determined by ARC.
- c. VTC must provide Primary e-mail Address for receiving directives and other critical notices from ARC. VTC must notify ARC (in writing in the form and manner prescribed by ARC) of any change to VTC's primary e-mail Address within one (1) business day of the change. Failure to provide ARC with timely notification of VTC's change of e-mail address does not relieve VTC of liability for adhering to the requirements of this VTC Agreement, VTC e-Policies, and the VTC Handbook.

4. **VTC Representations and Warranties.** VTC hereby represents and warrants throughout the Term of this VTC Agreement that:

- a. The VTC is at all times legally authorized, registered and licensed, according to federal, state and local requirements to conduct business in the United States, and is in good standing and appropriately licensed to do business as required under applicable state and local law.

All of VTC's employees who work in the United States are authorized to work lawfully in the United States.

- b. Except to the extent that the VTC advises ARC to the contrary, each and every officer of the VTC that has been disclosed to ARC as part of the application or amendment process, shall have the requisite authority to bind the VTC with respect to any instructions issued by ARC and any and all agreements or terms of service with ARC.
- c. The VTC and its individual owners and officers never at any time:
  - i. Have had a financial interest in, or a connection or affiliation with any ARC-accredited entity or VTC previously canceled or terminated from the ARC Agency List;
  - ii. Have had a financial interest in, or a connection or affiliation with any ARC accredited entity or VTC presently declared in default under the provisions of the ARC Agent Reporting Agreement, the VTC Agreement or the Travel Agency Service Fee Processing Agreement;
  - iii. Have been convicted of a felony, or a misdemeanor related to financial activities or computer fraud, or has been found by a court of competent jurisdiction to have committed a breach of fiduciary duty involving the use of funds of others; or
  - iv. Have been involved in the sale or distribution of counterfeit or stolen ARC Traffic Documents.

**\* For the purposes of this subsection, references to cancellation or termination from the ARC Agency List (and the ARC Reporting Agreements) includes but is not limited to cancellation or default under the Agent Reporting Agreement, the CTD Reporting Agreement, the VTC Agreement, the Travel Agent Service Fee Processing Agreement and the Passenger Sales Agency Agreement, and its predecessor Sales Agency Agreement, of the Air Traffic Conference of America, as well as the ARP List of Agents and ARP Agent Agreement.**

**5. Indemnification, Waiver of Claim and Liability.**

- a. The VTC agrees to indemnify and hold ARC harmless from all responsibility and liability for any damage, expense, or loss to any person or thing caused by or arising from any negligent act, omission, or misrepresentation of the VTC, or any use, misuse or unauthorized use of Log-in Credentials or any On-line Services, as defined in the VTC e-Policies, by its representatives, agents, employees, or servants relating directly or indirectly to the performance of the duties and obligations of the VTC under the VTC Agreement. VTC will indemnify and hold harmless ARC from any and all damage, expense, or loss, on account of the loss, misapplication, theft, forgery or unlawful use of ARC Traffic Documents, ARC Numbers or other supplies furnished by ARC to the VTC.
- b. The VTC hereby expressly waives any and all claims, causes of action, or rights to recovery by reason of publication of asserted grounds or reasons for removal from the ARC Agency List or such other action which

may have been prescribed, or of alleged violations or other charges for which review of the VTC's eligibility is requested, as is reasonably related to the performance of appropriate functions specified by ARC. The VTC hereby waives any defense to liability it may have to ARC where such liability is related to an action undertaken by an individual who is no longer an officer of the VTC where the VTC has failed to so advise ARC as required herein or in the VTC Handbook.

- c. Regardless of the security measures undertaken by VTC, the VTC and its owners, officers and directors assumes full and absolute liability for any and all damage, expense or loss experienced by ARC on account of the use, loss, misuse, misapplication, theft, or forgery of ARC Traffic Documents, Log-in Credentials or Electronic Systems.
- d. ARC shall not be liable to VTC or any third party to the extent that it is subsequently determined that any information in the sales report was omitted, inaccurate or incomplete. VTC shall indemnify and hold harmless ARC from any claims, losses, or damages to VTC, ARC or any other party, arising or resulting from ARC's submission of the report on behalf of VTC and the processing of such report. The VTC and its owners, officers and directors shall remain liable for all transactions that are or should have been entered into the report but which the VTC failed to include in the sales report.

6. **Attorney's Fees.** VTC agrees to reimburse ARC for expenses and reasonable attorney's fees incurred by ARC in connection with ARC enforcing or defending any terms and conditions of this Agreement.

7. **ARC's Right to Audit and Expenses.** VTC hereby expressly gives permission to ARC to perform an audit and/or inspection of VTC's books and records, upon reasonable notice to VTC. If ARC uses legal counsel to enforce its right to inspect the VTC's books and records, because the VTC failed or refused to permit an inspection upon demand made pursuant to the VTC Agreement, the VTC shall reimburse ARC for all costs incurred by it, and for the actual fees of its attorneys, whether or not such fees are deemed reasonable, if its demand is adjudicated or otherwise resolved in its favor.

8. **Custody and Security of ARC Traffic Documents (Electronic Format) and Transactional Data.** The VTC shall exercise reasonable care in the issuance or disclosure of ARC-issued numbers used in an electronic format ("ARC Traffic Documents"), to prevent the unauthorized issuance or use of such traffic documents. "Reasonable care" includes, but is not limited to, adhering to VTC e-Policies and instructions in the VTC Handbook. All ARC Traffic Documents supplied to the VTC **shall be held in trust for ARC by the VTC** until issued for transactions available in the VTC Services Program, or until otherwise satisfactorily accounted for to ARC pursuant to this VTC Agreement.

9. **Reports and Settlement.** For purposes of this Section, the VTC agrees to comply with all of the terms and conditions of the VTC Handbook, specifically as it relates to reporting and settlement requirements.

10. **Credit Card Transactions.** The VTC agrees not to disclose to, or otherwise give, any third party the name or account number appearing on any credit card, or any document or form on which such names or account numbers appear, except as may be necessary for the VTC to perform its obligations under this VTC Agreement. In addition to

the VTC's compliance with the terms and conditions of this VTC Agreement and any and all terms and conditions included in the VTC e-Policies and VTC Handbook concerning the reporting and settlement of credit card transactions, the VTC shall abide by any and all terms and conditions established by each credit card issuer with respect to a financial transaction employing each credit card, including but not limited to, terms and conditions regarding security, customer identity, the preservation or original or electronic records, and verification of card usage as described in VTC Handbook. Following termination of this VTC Agreement, credit card information and all supporting documentation containing personal data shall be maintained in a secure and confidential manner until returned to ARC or destroyed in a secure manner. In collecting, processing and personal data, including credit card information, the VTC shall treat the data in a secure and confidential manner, disclosing it only to those whom it is contractually bound to do so and consent to inspection by ARC in the event of a data security breach.

11. **Log-In Credentials.** VTC will be supplied with (or will create) Usernames, Passwords, etc. ("Log-in Credentials") with which the VTC transacts business with ARC or accesses ARC's On-line Services. Log-in Credentials shall serve as the VTC's authentication, authorization and verification of all transactions with ARC. VTC's use of Log-in Credentials shall have the same force and effect as a handwritten signature, shall bind the VTC for all purposes and shall be deemed admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. The VTC agrees not to contest the validity or enforceability of electronic transactions confirmed with the VTC's Log-in Credentials. All Log-in Credentials, whether created by VTC or by ARC at the request of the VTC, are confidential and shall be maintained by the VTC as confidential. The VTC should not disclose its Log-in Credentials to anyone who is not authorized to act on its behalf.

12. **Payment, Fees & Financial Security.**

- a. VTC agrees to pay any and all fees required by and consistent with this VTC Agreement and VTC Handbook, including but not limited to, fees for service, processing, annual fee application, change of status, compensatory and administrative fees (including fees associated with ARC On-line Services).
- b. All fees and payments due to ARC shall be drafted against the VTC's designated bank account, unless ARC directs VTC to make payment directly to ARC.
- c. A compensatory fee may be charged by ARC for reimbursement for dishonored drafts unreported and/or improperly reported transactions. The VTC hereby authorizes ARC to collect the compensatory fee by issuing a draft against the VTC's designated bank account.
- d. ARC reserves the right to change the fees at any time as is more specifically set forth in the VTC Handbook.
- e. ARC reserves the right to assess a fee for any new, modified or enhanced services related to the VTC Services Program and/or ARC's On-line Services that may be offered to the VTC in the future.
- f. ARC in its sole discretion may require the VTC to provide a financial security in favor of ARC to ensure that the VTC will be able to make prompt and appropriate payment for services rendered under this VTC Agreement. Such security may be a cash reserve taken from the VTC's processing or a cash security deposit.

13. **Notices.** Except as otherwise provided in this VTC Agreement, any notice sent from one party to the other shall be sufficient if sent by email, regular mail or a prepaid service that provides a shipping receipt, air bill, or

documentation of delivery, addressed to address on file for the VTC or the address listed above by ARC. The date of such notice, for the purpose of making calculations with regard thereto, shall be the date such notice was received by recipient from the chosen delivery service, not to exceed three (3) business days from the date such notice was sent.

14. **Amendment – Acceptance by Action.** ARC may alter or amend the terms of this VTC Agreement, VTC e-Policies and the VTC Handbook at any time. ARC shall give notice of change to VTC by sending VTC an email. The amendments shall be posted on the ARC website or the My ARC website. All modifications shall be effective as of the date of the notice of modification (“Effective Date”). If VTC does not agree to the modification as set forth in any such Notice of Modification, VTC must immediately cease use of ARC’s services and notify ARC in writing that it is terminating this VTC Agreement and its participation in the VTC Services Program. VTC and ARC agree that if VTC fails to notify ARC in writing by the Effective Date stated in the Notice of Modification, or continues use of ARC’s services following Effective Date, VTC shall be deemed to accept all modifications identified in the Notice of Modification and to accept and confirm any modifications made in any prior Notices of Modification. VTC and ARC agree that any continued use of ARC’s services by the VTC following the Effective Date shall be deemed clear, unequivocal and convincing evidence of acceptance of all modifications identified in the Notice of Modification regardless of any written or verbal acknowledgment by the VTC. ARC shall maintain this VTC Agreement, VTC e-Policies and the VTC Handbook inclusive of all current modifications.

15. **Prohibition Regarding Assignment of this VTC Agreement, and Requirements Regarding Changes of Ownership.** This VTC Agreement may not be assigned, sold or transferred by the VTC without the prior written approval of ARC. If VTC wishes to change its ownership, officers or status (e.g., location, bank account, My ARC Primary Administrator, etc.), VTC must submit an application in the form and manner required by ARC, including all fees and required documents.

16. **Termination.** ARC or VTC may terminate this VTC Agreement any time for any reason, by giving notice as set forth in this Agreement and the effective date of termination shall be the date of such notice was received by recipient from the chosen delivery service. In any event, the effective date of termination shall not exceed three (3) business days from the date the notice was sent by either ARC or VTC. Upon termination, VTC will be removed from the ARC Agency List. Upon termination of this VTC Agreement, ARC shall prohibit VTC’s access to and use of ARC Traffic Documents and inhibit the transmission of electronic records for the issuance of such transactions by VTC. Additionally, the VTC shall cease any and all use of, and return to ARC, all ARC Number(s) and any other ARC issued designator for purposes related to the issuance of ARC Traffic Documents.

17. **Choice of Law, Jurisdiction and Venue.** This VTC Agreement, including all attachments shall be consummated in Arlington, Virginia, USA and the principal services performed on behalf of the VTC by ARC shall occur in the Commonwealth of Virginia. This VTC Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Virginia and the rules established by the Travel Agent Arbitrator (“TAA”), as are published in the VTC Handbook. Except as provided herein, the parties to this VTC Agreement agree to have their disputes resolved by the TAA. Subject to the preceding sentence, the VTC expressly agrees that the TAA shall have personal jurisdiction over the VTC in all matters arising under this VTC Agreement in which the VTC and ARC are involved. The decision of the TAA shall be final and binding upon the parties and shall not be subject to judicial review, unless

otherwise provided for under the law. VTC expressly acknowledges and agrees that judgment on the TAA's award may be entered in the U.S. Federal Court for the Eastern District of Virginia. Any party enforcing any award shall be entitled to recover the costs and expenses associated with such enforcement, including reasonable attorneys' fees. Notwithstanding the above, ARC, in its sole discretion, may bring a legal action in a court of competent jurisdiction against a VTC for any reason.

18. **Waiver.** No delay or omission by either party to exercise any right or power accruing upon any non-compliance or default by the other party with respect to any of the terms of this VTC Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained.

19. **Severability.** If any provision, condition, or covenant of this VTC Agreement shall, to any extent, be invalid or unenforceable, the remainder hereof, or the application of such provision condition or covenant to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision, condition or covenant of this VTC Agreement, including all attachments, shall be enforced to the fullest extent permitted by law.

20. **Force Majeure.** ARC will be excused hereunder, for any period it is prevented from performing/providing any service or obligations pursuant hereto in whole or in part as a result of delays by suppliers or vendors, which are outside of ARC's control, including an act of God, war, civil disturbance, court order, labor dispute, severe weather, mechanical equipment failure or other occasional cause beyond its reasonable control, to include shortages, fluctuations, and/or interruptions in electrical power, heat, light or air conditioning, and such non-performance shall not be a ground for termination.

21. ARC and its affiliates may from time to time receive funds from VTC pursuant to this Agreement, including but not limited to any Financial Instruments and cash security deposits that may be required hereunder, and ARC agrees, on behalf of itself and its affiliates, that ARC and/or its affiliates shall manage such funds (less any fees due and payable from time to time to ARC and/or its affiliates) during the term of this Agreement.

## **ARC VTC e-Policies**

### **Policies Governing VTC's Use of ARC's On-line Services and Tools**

#### **Purpose.**

ARC has developed and owns various On-line Services (collectively referred to as "ARC Tools" or "Tools") including, but not limited to the ARC Document Retrieval Service (DRS), ARC's Travel Agent Service Fee For VTCs (Agent's Choice), ARC MarketPlace, ARC Memo Manager, ARC Online Sales Summaries and the ARC Interactive Agent Reporting ("IAR") system, as well as the My ARC web portal through which certain ARC Tools are accessed. VTC's use of ARC's Tools is subject to the terms of this VTC Agreement, VTC Handbook and the Terms of Use for each Tool which is incorporated by reference. VTC shall also comply with and acquiesce to the following policies to remain a participant in the ARC VTC Services Program.

It shall be the policy of ARC that:

Generally:

1. VTC shall maintain computer equipment, software and Internet connection compatible for accessing My ARC and other ARC Tools, and that is capable of a sufficiently high level of encryption to meet the system requirements established by ARC from time to time. The VTC shall ensure that the computer equipment VTC utilizes to access ARC Tools uses an industry-standard anti-virus software program capable of detecting and removing computer viruses. VTC shall further ensure that such anti-virus software is updated periodically in accordance with a commercially reasonable schedule. The VTC shall implement appropriate physical, electronic, and managerial procedures and systems to prevent unauthorized access, disclosure, alteration or destruction of transactional data.
2. VTC will be assigned Log In Credentials that will allow VTC to access On-line Services via the Internet, and will also be able to create additional Log-in Credentials, as necessary, in accordance with the instructions provided in writing by ARC. The VTC shall ensure that a User ID is not used by more than one User, and that Users do not share User IDs. The VTC shall designate a Security Manager (for DRS) and a My ARC Primary Administrator for My ARC who shall perform administrative functions for the VTC's Users of such ARC On-line Services. The VTC shall authorize the Security Manager/ My ARC Primary Administrator, as applicable, to create, suspend, reset initial passwords for Users of On-line Services, and delete such Users from access to the On-line Services. Each of the VTC's Users shall be assigned a unique Log-in Credential. The VTC shall notify ARC, in writing, 24 hours after the removal or replacement of VTC's Security Manager(s) or the My ARC Primary Administrator and shall provide the name of each new Security Manager and My ARC Primary Administrator and such other information ARC may reasonably require regarding the Security Manager(s) and My ARC Primary Administrator. VTC will immediately notify the ARC Customer Care Center at ARC's headquarters if VTC believes that any of its Log-in Credentials has been lost, stolen, misused, misappropriated, or otherwise compromised. Notwithstanding the foregoing, notification to ARC will not relieve the VTC of its obligations under the VTC Agreement.
3. ARC MAY MONITOR INDIVIDUAL USE OF AND ACCESS TO ON-LINE SERVICES TO ENSURE COMPLIANCE WITH THE RULES, POLICIES, DEADLINES AND INSTRUCTIONS APPLICABLE THERETO.



Anyone using On-line Services or Log-in Credentials expressly consents to such monitoring. If such monitoring reveals possible misuse, criminal activity or unauthorized use, ARC system personnel may immediately suspend the individual User's access and/or the VTC's access to On-line Services and/or provide the evidence of such monitoring to law enforcement officials, and/or terminate the VTC Agreement. ARC reserves the right to maintain and, for any reason, review logs containing any inquiry details and other activities performed by the VTC in connection with the VTC's use of On-line Services.

4. The VTC shall not use any device, software, routine, or robotics that interferes with, or attempts to interfere with, the operation of On-line Services, or take any action that imposes an unreasonable load on ARC's computer equipment and servers. The VTC shall not attempt, by any means, to gain access to transactional data that the VTC is not legally entitled to access. The means by which ARC provides access to On-line Services and the format and other features of such Services, may be modified or deleted by ARC at any time upon notice to the VTC.
5. Account profiles created in Tools by VTC, its administrators, security managers or Tool users, and the information contained in the profiles, will not constitute an application for, and/or ARC approval of a change of VTC's name, address, status, organizational structure or ownership, etc.
6. ARC's Tools and online services are provided on an "As Is" and "As Available" case-by-case basis, and are subject to necessary scheduled downtime for maintenance, unscheduled maintenance, and system outages. VTC's access to ARC's Tools and online services may be interrupted at times for maintenance, system outages and other circumstances beyond ARC's Control (e.g., telecommunications outage, etc.), including but not limited to, those circumstances described in Section 7 below.
7. The availability of ARC's Tools is subject to interruption and delay due to causes beyond ARC's reasonable control, including, without limitation, delays by suppliers or vendors which are outside of ARC's Control; acts of God or of a public enemy; acts of the United States or any state or political subdivision; fires, severe weather, floods, earthquakes, natural disasters, explosions, or other catastrophes; and labor strikes, slowdowns (collectively, "excusable delay"). **ARC will not be liable to VTC for any interruption, excusable delay or cessation of ARC on line services or Tools, or any damages or claims resulting from such events. In no event will ARC be liable for any indirect, special, punitive or consequential damages, including lost profits, even if ARC has been advised of the possibility of such damages.**
8. ARC reserves the right to assess a fee for any new, modified, or enhanced services related to ARC's Tools, which may be offered to the VTC in the future. By using any new or modified features when they become available, the VTC agrees to be bound by the rules concerning these features.
9. Each of ARC Tools, and the means by which ARC provides access to ARC Tools and on-line services, and the format and other features of such Tools and online services, may be modified or deleted by ARC at any time upon notice to the VTC.

10. Settlement of amounts owing under the VTC Agreement will be made in official United States currency. To the extent that ARC identifies a discrepancy in the amount it calculates is due from the VTC and the amount authorized to be paid by the VTC, ARC shall advise the VTC of the amount as calculated by ARC. The VTC shall pay such additional amount as determined by ARC. VTC acknowledges and agrees that ARC will, based on VTC's Sales Report, draft the amount owed by VTC. The draft will occur no earlier than the fifth calendar day after the close of the Sales Report Period Ending Date (PED).
11. ARC will immediately notify the VTC when a check drawn by ARC has been dishonored by the VTC's bank. If the VTC does not immediately provide a certified check or wire funds to cover the dishonored check, ARC may prohibit VTC's access to and use of ARC Traffic Documents to issue transactions and inhibit the transmission of electronic records for the issuance of such transactions onto ARC Traffic Documents by VTC. ARC may also suspend VTC's use of ARC Tools and On-line Services and/or terminate the VTC Agreement.
12. ARC may temporarily suspend VTC's access to ARC Tools and On-line Services at ARC's choosing. If VTC's access to On-line Services has been suspended for improper or inaccurate reporting, at ARC sole discretion, VTC's access to On-line Services may be reinstated when VTC has submitted (or resubmitted) the proper report(s) and the VTC has paid in full all amounts owed to ARC including, but not limited to, payment of all checks drawn by ARC and dishonored by VTC's bank.
13. VTC shall be required from time to time to agree to individual terms of service for On-line Services. If there is a conflict between the terms of the individual terms of service for On-line Services and the VTC Agreement, the terms of the VTC Agreement shall prevail.

**For Travel Agent Service Fee for VTCs via Agent's Choice:**

14. If the VTC voluntarily elects to use the TASF (Agent's Choice) program by issuing a TASF Transaction on an ARC Traffic Document using carrier code 890, the VTC will be bound by the latest version of the VTC TASF Agreement

***For Interactive Agent Reporting (IAR):***

15. VTC shall designate ARC as carrier code 890 or 889 on all transactions issued on ARC Traffic Documents, (as is defined in the VTC Agreement). The VTC shall only use ARC's three-digit carrier code for transactions issued on ARC Traffic Documents under this VTC Agreement.
16. VTC shall issue only ARC Traffic Documents supplied pursuant to, or authorized by the VTC Agreement.
17. VTC shall not validate any ARC Traffic Documents on any carrier other than ARC, and shall only validate and issue ARC Traffic Documents on ARC's carrier code(s) for processing of transactions authorized by ARC pursuant to the VTC Agreement.

18. VTC shall not issue ARC Traffic Documents supplied by any other ARC-accredited entity. Unless otherwise authorized by ARC in writing, VTC will use ARC Traffic Documents only to issue TASF (Agent's Choice) transactions.
19. If VTC failed to include in its report all transactions issued on ARC Traffic Documents through the close of the report period, or has included transactions, which have been improperly reported VTC shall immediately provide a certified check and supporting documents to cover the unreported and/or improperly reported sales.
20. If ARC determines that the amount authorized by the VTC is less than the amount owed for the transactions issued or reported during the report period, ARC will notify the VTC of the amount due and VTC shall immediately submit payment for all amounts owed within 24 hours after ARC's notice.
21. VTC may refund a transaction issued on ARC traffic document supplied pursuant to the VTC Agreement only if issued by the VTC and for which the VTC has issued an ARC Traffic Documents. VTC shall make refund only to the person authorized to receive the refund in accordance with the rules regulations and instructions issued or published by ARC. VTC shall not issue an ARC Traffic Documents in exchange for any ARC Traffic Documents previously issued by any other person or entity.