



Terms of Use and Privacy and Personal Information Policy

Acceptance: With the issue of a unique user name and password, CCC grants user a non-exclusive, non-transferable, limited license to access and use kpacoupons.com (the "Website"). By accessing and using the Website, the user agrees to be legally bound by this Agreement. CCC may discontinue or change the Website and its availability to users at any time. User expressly acknowledges and understands that CCC is solely responsible for the maintenance and administration of the Website.

User Acknowledgment: The user acknowledges that by logging into the Website, he/she/it is a claimant in the Class Action MDL No. 07-01891, Case No. CV 07-05107 SJO (AGR_x) as regards to Asiana Airlines, Inc. and Korean Air Lines Co., Ltd. (the "Litigation"), an authorized representative of a claimant, a valid buyer, seller, transferor/transferee or user of the Coupon Codes issued in the aforementioned litigation. Further, by submitting a Coupon Code for redemption, the User represents and warrants that: (a) he/she/it is providing truthful and accurate information; (b) that he/she/it has the right and authority to submit all information being submitted on this Website and/or for purposes of redemption of a Coupon Code; and (c) he/she/it is either the passenger or has been authorized by the passenger whose ticket number is being used for the rebate to request redemption of the Coupon Code. All rebates are subject to final review and approval.

Disclaimer: Users logging into the Website must provide truthful and accurate information in the creation and maintenance of account(s) on the site. CCC accepts no responsibility or liability of any kind for the accuracy, reliability or completeness of the information, or for any action taken, or results obtained, from the use of the information.

Representations and Warranties: CCC posts new information or updates on the Website on an "as is, where is" basis and does not make any express or implied warranties, representations, endorsements or conditions with respect to the Website or any information therein, including without limitation, warranties as to merchantability, operation, non-infringement, usefulness, completeness, accuracy, current ness, reliability and fitness for a particular purpose. Users recognize that the accuracy of any such information should be checked before it is relied upon. Further, CCC does not represent or warrant that the Website will be available and meet authorized user requirements, that access will be uninterrupted, that there will be no delays, difficulties in use, defects, incompatibility, failures, errors, omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to user's computer system. Users accept sole responsibility for adequate protection and backup of data and/or equipment and to take reasonable and appropriate precautions to scan for computer viruses or other destructive properties. These representations and warranties shall survive indefinitely.

Release: Users agree to release CCC and Korean Air Lines Co. Ltd. and Asiana Airlines, Inc. (and each of their officers, directors, agents, affiliates, owners and employees) from any claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with the Website or Coupon Codes. This includes but is not limited to any claims, demands, or damages that arise out of the submission of users' or passengers' personal information on this Website.

Indemnity: Users agree to indemnify and hold CCC and Korean Air Lines Co. Ltd. and Asiana Airlines, Inc. and each of their subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the user's breach of this Agreement or the documents it incorporates by reference, or the user's violation of any law or the rights of a third party. Further, users agree to indemnify and hold CCC, Korean Air Lines Co.

Ltd., and Asiana Airlines, Inc. and each of their subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the user's submission of unauthorized personal information on this Website.

Confidentiality: Access to the Website is intended for authorized users only, such as a claimant in the Litigation, authorized representative of a claimant or passenger, valid buyer, seller, transferor/transferee or user of the Coupon Codes issued from the litigation. This Website also contains privileged and confidential information. Any unauthorized use, dissemination or copying of any information contained herein is prohibited.

Privacy and Your Personal Information:

CCC has been appointed by the United States District Court for the Central District of California to administer the redemption and sale of Coupon Codes awarded as part of the settlement of the Litigation. CCC uses claimants' and other authorized users' personal information only for that purpose. Pursuant to the direction of the court, CCC has already been provided with certain information relating to claimants who have chosen to participate in the settlement. Claimants, and other authorized users who participate in the settlement and provide CCC with their personal information or otherwise choose to utilize the Website or Coupon Codes, understand and consent that CCC stores (on CCC's servers located in the United States), transmits and processes their information in and between the United States, South Korea and other countries in which authorized users may be located. Personal information will be disclosed by CCC to Korean Airlines Co., Ltd. and Asiana Airlines, Inc. only and will be retained until six months after the earlier of (a) the expiration date for all Coupon Codes, including the *cy pres* distribution of Coupon Codes, or (B) the date when all Coupon Codes have been redeemed.

Additionally, Claimants and other authorized users who participate in the settlement, provide CCC with their personal information, or otherwise choose to utilize the Website or Coupon Codes understand the Airlines will need to transfer personal information of passengers to CCC, the transferee and Court-appointed Coupon Administrator. The items of personal information transferred may include, but not be limited to, the name of the passenger on the ticket associated with a submitted Ticket Number, the price of the ticket associated with the Ticket Number, and the redemption eligibility status of the Ticket Number. The purpose of this transfer of information is to assist with the redemption of Coupon Codes and verify eligibility for redemption. Information provided by the Airlines to CCC will be retained until six months after the earlier of (a) the expiration date for all Coupon Codes, including the *cy pres* distribution of Coupon Codes, or (B) the date when all Coupon Codes have been redeemed. The subject transfer of personal information involves the cross-border transfer of personal information from South Korea to the United States.

Any user has the right to refuse to provide consent to the transfer of his/her/its personal information. In such circumstances, however, the Coupon Code may not be redeemed.

By clicking "I agree," users expressly acknowledge having reviewed the above information related to the use and transfer of personal information and consent to the transfer of personal information as stated herein.

Modifications, Waiver, Termination: CCC may modify, waive, or terminate this Agreement at any time.

Entire Agreement: This Agreement constitutes the entire agreement between the user and CCC relating to the Website and Coupon Codes and supersedes any and all other agreements, oral or in writing, with respect thereto. If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

Governing Court: Any disputes arising from this Agreement shall be brought before the United States District Court for the Central District of California, the Court presiding over the Litigation.