

NDC General Terms and conditions

Introduction

1. These Terms of Use define the manner and conditions under which Air SERBIA allows travel agencies and corporate clients (hereinafter: the user) to access NDC Platform (hereinafter NDC), either through a web browser accessing NDC Agent/Corporate Portal (hereinafter NDC TAP) by integrating an API connection¹ (hereinafter NDC API) to an existing user UI, as the user would make reservations and issue documents (tickets and EMDs²) directly in the Air SERBIA reservation system.

Access

2. NDC entails that the user accesses the online system via a username and password
3. In case of access via NDC TAP, it is done through web browser, via the link provided by Air SERBIA.
4. Internet connection is provided by the user.
5. Reservations and tickets created through NDC cannot be accessed through other GDS or CRC applications.

Functionality

6. Air SERBIA may change the functionality offered by NDC without prior notice.
7. Air SERBIA may change the availability of NDC payment methods without prior notice.
8. Air SERBIA may disable access to NDC without prior notice.
9. Air SERBIA in particular denies any guarantee that NDC will:
 - meet the needs of the User or any other person,
 - be compatible or able to work with any software, system or other services,
 - correspond to a specific purpose,
 - achieve the intended results, in particular economic,
 - work without interference
10. Different options for using NDC may vary from user to user.
11. The payment methods that the user will use via NDC may vary from user to user.
12. The user hereby irrevocably accepts direct receivables from Air SERBIA for sale through NDC.
13. For all methods of payment, except by credit cards via NDC, the user is obliged to provide the bank guarantee required by Air SERBIA, which may vary from user to user.

Responsibility

14. The responsibility of the user is to keep the credentials for the use of NDC TAP and/or NDC API. The user will be responsible for all damages caused by unauthorized access and misuse of assigned credentials.
15. Use of NDC is subject to the rules of the applicable [Air SERBIA GDS/CRS Booking Policy](#) as well as the ADM Policy.

¹ An API integration is the connection between two or more applications, via their APIs, that lets those systems exchange data. API integrations power processes throughout many high-performing businesses that keep data in sync, enhance productivity, and drive revenue. An API, or "application programming interface," is a set of subroutine definitions, protocols, and tools for building application software. In general terms, it is a set of clearly defined methods of communication between various software components.

² An Electronic Miscellaneous Document (EMD) is an electronic non-flight document that may be issued and used for the collection and settlement of optional services offered by an airline. These services are also referred to as ancillary services and include such options as preferred seating, baggage, priority check-in, fast track, priority boarding etc.

16. All reservations and documents issued through NDC are subject to the [General Conditions of Carriage](#), as well as the [Passengers rights](#) published on the Air SERBIA website. By accepting these Terms and Conditions, the user is in accordance with the [Air SERBIA Privacy Policy](#).
17. The User agrees that the individual terms under which NDC is used will not communicate to other users and will treat them as confidential information and trade secrets.
18. The individual terms of use of the NDC of each user will be defined by an individual appendix to these Terms of Use.
19. To the fullest extent provided for by the regulations, Air SERBIA's liability shall in no case cover indirect damages, which include, but are not limited to, special, consequential, or incidental damages arising out of or in any way related to the use of NDC, including lost profits, loss or damage, costs, expenses or other obligations related to the consequent compensation, which arose in any way, except in case of intent or gross negligence. Air SERBIA's obligation to interfere with, destroy or lose data or documents will also be excluded, except in case of intent or gross negligence of Air SERBIA.
20. Air SERBIA will not be liable for damages in the following cases:
 - in case of unauthorized use of NDC (by unauthorized persons),
 - improper handling of equipment, software system, errors and accidents or negligence of the User, his employees or third parties,
 - due to a malfunction of the equipment or network connection for which Air SERBIA is not responsible,
 - in case of force majeure.

All possible disputes regarding the use of NDC, Air SERBIA and the user will try to resolve amicably, and if this is not possible, the dispute will be resolved before the Commercial Court in Belgrade with the application of the law of the Republic of Serbia as applicable.

Application

To apply to use the NDC channel, the user needs to download these Terms of Use, sign them and attach a scanned signed copy when applying online to use the NDC direct channel of sales. This means that the User has read, understood and accepted the Terms of Use. For individual users, according to Air SERBIA, access to NDC may be required to be conditional on the signing of an Individual Appendix, according to item 18. of these Terms.

Tremination of use

The user may at any time stop using NDC with prior written notice to Air SERBIA at least 5 days in advance, with proof that all outstanding receivables have been paid to Air SERBIA.