

DCP General Terms and conditions

- These Terms of Use define the manner and conditions under which Air SERBIA allows travel agencies (hereinafter: the user) to access the Direct Connect Platform (hereinafter DCP), either through a desktop application or by integrating an API connection to an existing user UI, as the user would make reservations and issue documents (tickets and EMDs) directly in the Air SERBIA reservation system.
- 2. DCP entails that the user accesses the system via a username and password, via a VPN connection (in the case of API connection integration, a VPN is not required).
- 3. Air SERBIA will provide a VPN connection for DCP desktop application users.
- 4. Internet connection is provided by the user.
- 5. The responsibility of the user is to keep the credentials for the use of VPN and DCP. The user will be responsible for all damages caused by unauthorized access and misuse of assigned credentials.
- 6. Use of DCP is subject to the rules of the applicable <u>Air SERBIA GDS / CRS Booking</u> <u>Policy</u> as well as the ADM Policy.
- 7. All reservations and documents issued through DCP are subject to the General Conditions of Carriage, as well as the Passengers rights published on the Air SERBIA website.
- 8. Reservations and tickets created through DCP cannot be accessed through other GDS or CRC applications.
- 9. Air SERBIA may change the functionality offered by DCP without prior notice.
- 10. Air SERBIA may change the availability of DCP payment methods without prior notice.
- 11. Air SERBIA may disable access to DCP without prior notice.
- 12. Air SERBIA in particular denies any guarantee that DCP 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
- 13. Different options for using DCP may vary from user to user.
- 14. The payment methods that the user will use via DCP may vary from user to user.
- 15. The user hereby irrevocably accepts direct receivables from Air SERBIA for sale through DCP.
- 16. For all methods of payment, except by credit cards via DCP, the user is obliged to provide the bank guarantee required by Air SERBIA, which may vary from user to user.
- 17. The User agrees that the individual terms under which DCP 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 DCP 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 DCP, 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 DCP (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.
- 21. All possible disputes regarding the use of DCP, 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.

To log in to use the DCP application, the user needs to download these Terms of Use, sign them and attach a scanned signed copy when applying online to use the Direct Connect Platform. This means that the User has read, understood and accepted the Terms of Use. For individual users, according to Air SERBIA, access to DCP may be required to be conditional on the signing of an Individual Appendix, according to item 18 of these Terms. The user may at any time stop using DCP with prior written notice to Air SERBIA at least 5 days in advance.