



# GENERAL TERMS AND CONDITIONS

## **Lufthansa Group NDC Offer**

## 1 SCOPE

These general terms and conditions (the “**GTC**”) apply to the Lufthansa Group NDC Offer (as defined under section 3 of these GTC) provided by (i) Deutsche Lufthansa AG, Venloer Straße 151-153, 50672, Köln, Germany, (ii) Austrian Airlines AG, Office Park 2, P.O. Box 100, A-1300 Vienna-Airport, Austria, (iii) Brussels Airlines SA/NV, General Aviation, b.house airport building 26, 1831 Diegem, Belgium, (iv) Swiss International Air Lines AG, Malzgasse 15, 4052 Basel, Switzerland (“**SWISS**”), (v) EW Discover GmbH, Hugo-Eckener-Ring 1, FAC, 60549 Frankfurt am Main, Germany, and (vi) Air Dolomiti S.p.A. - Linee Aeree Regionali Europee, Via Paolo Bembo 70, Dossobuono di Villafranca 37062, Italy, Italia Trasporto Aereo S.P.A. Via Venti Settembre 97 Rome (RM) 00187 (“**ITA Airways**”)(each a “**Lufthansa Group Member**”).

Your contractual relationship is with the Lufthansa Group Members and is governed by these GTC (the “**Contract**”).

The Lufthansa Group Members designate and appoint SWISS as their authorised representative and general attorney-in-fact under the Contract, with the right of substitution and multiple representation, to exercise any rights and to give and receive notices and communications on behalf of the Lufthansa Group Members under the Contract. Any notice or communication to be given by you to the Lufthansa Group Members under the Contract shall be delivered to SWISS. Notices or communications to or from SWISS constitute notices or communications to or from the Lufthansa Group Members.

These GTC replace all previous versions.

## 2 DEFINITIONS

Capitalised terms used in these GTC have the meanings assigned to such terms in the body of these GTC or as set forth below:

“ <b>ARC</b> ”	means airlines reporting corporation.
“ <b>Book</b> ”	means each net ticket issued.
“ <b>BSP</b> ”	means billing and settlement plan.
“ <b>IATA</b> ”	means International Air Transport Association.



“Look”	means each shopping or price transaction.
“Look-to-Book Ratio”	means the ratio between a Look and a Book.
“Lufthansa Group”	means Deutsche Lufthansa AG and any company directly or indirectly controlled by Deutsche Lufthansa AG.
“NDC”	means new distribution capability.
“PCC”	means pseudo city code (office ID).
“SPRK”	means guided user interface provided by Farelogix.

## 3 NDC OFFER

The NDC Offer is available for all Lufthansa Group Members via selected partners and provides access to NDC content. The NDC Offer is further described on Lufthansa Group’s “NDC Partner Program” website (the “**NDC Offers**”). The Lufthansa Group Members may modify NDC Offers at their own discretion without pre-notice at any time.

## 4 ACCESS

The Lufthansa Group Members grant you the right to access and use the NDC Offer via the selected partner and the web-based booking tool SPRK (the “**Access Right**”). Your Access Right is revocable, non-exclusive, and granted to you solely for the purpose of accessing and using the NDC Offer. Your Access Right is non-transferrable, and you shall not share it with unauthorised third parties, neither for a fee nor free of charge.

Technical access to the NDC Offer is obtained via your terminal device. The term “**Terminal Device**” comprises the hardware used for access as well as the software.

You shall ensure that all the IATA travel agencies assigned to you and/or under your ownership authorise the BSP or ARC to pass details of all your BSP or ARC revenue on to SWISS.

## 5 DUTY OF CARE

You shall keep all means of identification secret and protect them against misuse by unauthorised persons. In particular, passwords shall not be stored unprotected on your Terminal Device or recorded in any other manner. You shall not hand over or otherwise make available the means of identification to third parties. If you suspect that unauthorised persons have gained knowledge of your means of identification, you shall switch or change the relevant means of identification. If this is not possible, you shall immediately arrange to have the Access Right blocked or block it yourself.



You shall minimise the risk of unauthorised access to your Terminal Device (such as through the internet). In particular, you shall ensure that your Terminal Device's operating system and browser are up to date. Furthermore, you shall take customary security precautions for public electronic networks, such as the use of an anti-virus program and installation of a firewall. These must be continually updated. You shall immediately install any software updates and security patches supplied by the respective providers. If you suspect that unauthorised persons have gained access to your Terminal Device, you shall immediately report this to the Lufthansa Group Members.

## **6 FEES AND COSTS**

### **6.1 Shopping costs**

The Lufthansa Group Members will cover the shopping costs until a maximum Look-to-Book Ratio of 500:1. If the Look-to-Book Ratio is greater than the above-mentioned ratio, the Lufthansa Group Members reserve the right to take any appropriate measures they deem necessary, including, but not limited to, deactivating your Access Right.

## **7 LIMITATION OF LIABILITY, EXCLUSION OF WARRANTY**

The liability of the Lufthansa Group Members is excluded to the extent permitted by applicable law. In particular, liability for simple negligence, indirect and consequential damages, loss of profit, savings not achieved, suspension of usage, loss of data, and damage resulting from unauthorised or unlawful use of your Access Right are excluded.

The Lufthansa Group Members make no warranty that the Access Right will always function smoothly and without interruptions.

The Lufthansa Group Members may interrupt the Access Right temporarily or permanently, in particular to avert security risks or for maintenance. The Lufthansa Group Members assume no liability for any damage caused by a temporary or permanent interruption or delay of the Access Right. In particular, the Lufthansa Group Members cannot be held liable if the Access Right is interrupted, limited in any way or becomes impossible by force majeure (including, but limited to, power failures).

The Lufthansa Group Members are not liable and make no warranty for any services, goods and information supplied by third parties.



## 8 INTELLECTUAL PROPERTY

All intellectual property rights associated with the Access Right and the NDC Offer remain the sole ownership of the Lufthansa Group Members or the relevant licensor.

## 9 TERM AND TERMINATION

### 9.1 Term

The Contract comes into effect with your registration on Lufthansa Group's "NDC Partner Program" website and is concluded for an indefinite period.

### 9.2 Termination

The Contract can be terminated with 30 days' written notice to the end of each calendar month.

The Lufthansa Group Members may cancel your Access Right immediately and without compensation and may terminate the Contract if you do not use the Access Right or the NCD Offer in compliance with any applicable law or with these GTC.

The Lufthansa Group Members will keep active the PCC for up to 30 days after termination of the Contract. These GTC remain in full force and effect during this 30-day period.

## 10 CONFIDENTIALITY

Each party (the "**Receiving Party**") shall keep secret and shall not disclose any information provided by the other party (the "**Disclosing Party**"), including information concerning the business, operation and customers and suppliers of the Disclosing Party (the "**Confidential Information**"), to any third party. In cases of doubt, information shall be treated confidentially. The parties shall take all economically reasonable and technically and organisationally possible measures to ensure that Confidential Information is effectively protected from access and knowledge by unauthorised third parties. For the purpose of this section 10, Lufthansa Group companies shall not be considered as third parties.

The Receiving Party may disclose Confidential Information to its employees, affiliates that directly or indirectly control, are controlled by or are under common control, suppliers, contractors and consultants (i) to the extent necessary to fulfil the Contract, (ii) on a strict "need to know" basis and (iii) under the condition that such employees, affiliates that directly or indirectly control, are controlled by or are under common control, suppliers, contractors or consultants are bound by a confidentiality obligation equivalent to the obligations the Receiving Party has under this section 10.



## 11 DATA PROTECTION

You are obliged to keep any personal data received from the Lufthansa Group Members (e.g. contact data) confidential, to process such data for the purpose of this agreement only and in accordance with applicable data protection law.

The Lufthansa Group Members process personal data for the purpose of this agreement, including access control. More information is available in the Data Protection Declaration on the Lufthansa Group's "NDC Partner Program" website. You may not submit any personal data to any Lufthansa Group Member before the conclusion of a data processing agreement according to applicable data protection law with the Lufthansa Group Members.

## 12 COMPLIANCE

You represent and warrant that you have or your payment service provider has achieved PCI compliance and you shall maintain such PCI compliance at all times.

You shall perform the Contract in accordance with applicable laws and directives, including anti-bribery and anti-corruption legislation (such as the U.S. Foreign Corrupt Practices Act or the UK Bribery Act).

## 13 CORPORATE SOCIAL RESPONSIBILITY

You shall comply with the 10 principles of the UN Global Compact and the 4 basic principles of the International Labour Organization (ILO).]

## 14 PARTIAL INVALIDITY

If any part or provision of these GTC or the application of any such part or provision to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect by any competent arbitral tribunal or governmental authority, (i) such invalidity, illegality or unenforceability shall not affect any other part or provision of these GTC or the application of such part or provision to any other person or circumstances, and (ii) the parties shall endeavour to negotiate a substitute provision that best reflects the economic intentions of the parties without



being invalid, illegal or unenforceable, and shall execute all agreements and documents required for its implementation.

## **15 AMENDMENTS AND ASSIGNABILITY**

### **15.1 Amendments**

The Lufthansa Group Members may modify any parts of these GTC at any time. The Lufthansa Group Members will notify you in a suitable way. Amendments shall be deemed to be approved if you further use your Access Right. The latest version of these GTC is published on Lufthansa Group's "NDC Partner Program" website.

### **15.2 Assignment**

Any assignment of rights and obligations arising from the Contract or from the NDC Offer to third parties requires the prior written consent of the Lufthansa Group Members. The Lufthansa Group Members may transfer the Contract to third parties or assign such third parties the responsibility of providing the NDC Base Offer.

## **16 APPLICABLE LAW AND JURISDICTION**

### **16.1 Applicable law**

The Contract shall be governed and construed in accordance with substantive Swiss law.

### **16.2 Jurisdiction**

The exclusive place of jurisdiction for any dispute, claim or controversy arising under, out of or in connection with or related to the Contract, including, without limitation, disputed, claims or controversies regarding its existence, validity, interpretation, performance, breach or termination, shall be Bülach, Switzerland.