

Travel Industry Designator Service (“TIDS”)

Terms and Conditions

1. The Travel Industry Designator Service (“**TIDS**”) is an IATA program designed to facilitate identification of non-IATA sales intermediaries by travel industry principals in electronic reservations systems.
2. The Applicant recognizes and agrees that IATA has the right to reject an application and/or cancel a TIDS Numeric Code at any time in its discretion.
3. If an application is approved, the Applicant will be issued a TIDS numeric code (“**TIDS Numeric Code**”). The term “**TIDS Code Holder**” will be used herein to refer to any Applicant whose application has been approved and who continues to be assigned a TIDS Numeric Code.
4. The TIDS Code Holder understands that the unauthorized use of a TIDS Numeric Code will result in the immediate cancellation of such TIDS Numeric Code and notification thereof to IATA Member Airlines and other travel industry principals. The TIDS Code Holder shall take all due and reasonable precautions to prevent misuse of the TIDS Numeric Code by third parties and will be responsible for any damages arising from such misuse in case of failure to take appropriate precautions.
5. The TIDS Information Management platform, available on the IATA Customer Portal, is the sole platform by which participation in TIDS is maintained. The TIDS Code Holder agrees to designate a Portal Administrator, authorized to act on behalf of his/her agency, who will be responsible for maintaining such participation. For branch locations, the Portal Administrator may delegate authority to an alternative platform user.
6. The TIDS Code Holder must immediately notify IATA in writing of any changes to the information provided in the TIDS application form. Such changes must be reported through the TIDS Information Management platform. The TIDS Code Holder must also immediately notify IATA in writing in case of changes to a designated Portal Administrator.
7. IATA may periodically request that the TIDS Code Holder verify and update his/her business details on record (referred to as “**Agency Revalidation**”). Failure to complete the requested Agency Revalidation within the timelines specified by IATA may result in the immediate cancellation of the assigned TIDS Numeric Code.
8. If the TIDS Code Holder ceases to be licensed to trade as a travel sales intermediary under applicable legislation or regulation, the TIDS Code Holder must immediately notify IATA in writing and the assigned TIDS Numeric Code will be immediately terminated.
9. The TIDS Code Holder must notify IATA in writing if his/her TIDS Numeric Code is no longer required. Such notification is to be made via the TIDS Information Management platform and may be given at any time. Following relinquishment of a TIDS Numeric Code, the former TIDS Code Holder will have a period of ninety (90) days to apply for reinstatement of his/her TIDS Numeric Code. Thereafter, the former TIDS Code Holder will be required to submit a new application for a new TIDS Numeric Code.
10. IATA hereby grants to the TIDS Code Holder a personal, limited, revocable, non-exclusive, non-transferable, non-assignable right to use the TIDS recognition stamp (“**TIDS Stamp**”) for as long as the TIDS Code Holder is assigned a valid TIDS Numeric Code. The license granted in this section may be exercised solely for the purpose of identifying the TIDS Code Holder as a participant in the TIDS Program and strictly in accordance with the IATA Client Recognition Stamps Guidelines, as may be amended from time to time. Any failure to respect the IATA Client Recognition Stamps Guidelines shall be deemed a breach of these Terms and Conditions and shall entitle IATA to terminate the TIDS Code Holder’s TIDS Program participation and TIDS Numeric Code, in addition to any other remedies IATA may have. Upon termination or expiration of the TIDS Code Holder’s TIDS Numeric Code (for any reason), the TIDS Code Holder shall immediately remove the TIDS Stamp from any and all of its materials, print or online, including without limitation, its websites, storefront displays, stationary, etc. The TIDS Stamp is a trademark of IATA protected by applicable laws, and IATA owns all rights, title and interest therein. The TIDS Code Holder acquires no right or interest in or to the TIDS Stamp other than the license granted in this section. The TIDS Code Holder agrees to indemnify and hold IATA harmless against any loss or damages arising from the TIDS Code Holder’s use or misuse of the TIDS Stamp, including any reasonable attorneys’ fees incurred by IATA in defending legal actions.
11. The Applicant understands and agrees that the allocation of a TIDS Numeric Code and the right to use the TIDS Stamp are not part of any IATA Agency Accreditation process. Further, the Applicant understands and agrees that acceptance of the TIDS application does not entitle him/her to represent him/herself as an IATA Accredited Agent. A TIDS Code Holder is only entitled to represent himself/herself as a TIDS sales intermediary. The TIDS Code Holder is not authorized to use the IATA Accredited Agent logo or any other logo or trademark of IATA (other than the TIDS Stamp as set forth above) on its premises, letterhead or for any other purpose, and the TIDS Code Holder specifically agrees not to make any representation that he/she is an IATA Accredited Agent, unless and until an IATA Accreditation status is secured.
12. The Applicant hereby authorizes IATA to register all the information provided in the TIDS application form on the TIDS listing and to communicate such information to travel industry principals subscribing to the IATA agency data products and services.

13. Article 7(3) of EC Regulation 80/2009 ("EU CRS Code of Conduct" or the "Regulation") requires the consent of a travel agency located in the EU in order to be identified in business intelligence products. If the Applicant is located in the EU and the EU CRS Code of Conduct applies to him/her, the Applicant hereby consents to being identified (by name and/or TIDS Numeric Code) in IATA's business intelligence products for tickets issued under the TIDS Numeric Code. Should the Applicant not wish to be identified in such business intelligence products, please notify IATA at euagent@iata.org. Note that the Applicant's consent to such identification will apply to all branch offices under the Applicant's Head Office that do business covered by the Regulation.

14. IATA will apply all reasonable and due care in processing this application, any notification of cancellation, and any other information provided by the TIDS Code Holder. However, the Applicant agrees that neither IATA nor any of its officers or employees will be responsible in the event that the TIDS Numeric Code is incorrectly assigned, reproduced, cancelled, or other information connected with TIDS is incorrectly processed or represented.

15. IATA reserves the right to modify these Terms and Conditions any time in its discretion. If IATA makes any material changes to these Terms and Conditions, it will notify the TIDS Code Holder either by email or via a notice on the TIDS Information Management platform, and such changes shall become binding.

16. The Applicant expressly recognizes that upon signature of this application form and acceptance of this application by IATA, these Terms and Conditions shall become effective and binding. These Terms and Conditions shall be governed by the laws of the Province of Quebec, Canada, and the laws of Canada applicable therein, as if they were a contract wholly entered into and wholly performed within the Province of Quebec, without reference to choice of law provisions. The Applicant irrevocably agrees to submit to personal jurisdiction and venue of the courts sitting in Montreal, Quebec, Canada.

Certification and Acknowledgement

I, the undersigned, hereby certify and acknowledge:

1. I am authorized by the Applicant to submit this application, to supply the information thereon and to bind the applicant to the provisions contained in this application.
2. That the statements made in this application (which includes any attachment hereto) are true and correct to the best of my knowledge and that IATA has the right to verify, by inspection or other lawful means that the information supplied is true and correct.
3. That the Applicant or any person holding a financial or ownership interest in the business, or any manager who exercises daily supervision over the operations of the business, has read and understood the Travel Industry Designator Service (TIDS) Terms & Conditions and consents in effect at the time application is submitted.
4. That the Applicant will inform IATA promptly of any changes in ownership, location, name or key personnel of the organization, will inform IATA of changes in all other information requested herein as they occur, and will respond at any time to a request by IATA for supplementary information that IATA requires to verify that its records on the Applicant remain current and accurate.
5. That the TIDS Numeric Code is and shall remain at all times the property of IATA. Such code shall not be lent, subcontracted or hired to a third party. Neither shall such code be used either as a form of identification or other purpose on a proprietary product without express authorization to do so by IATA.
6. That the Applicant agrees to comply with supplier's terms and conditions and instructions for the sale of suppliers' products and services. The Applicant also agrees to make only such representations as authorized by such suppliers.
7. That the Applicant is in compliance with all national, federal or local registration and/or licensing requirements.
8. That IATA is authorized to release the information contained herein to any travel industry principal that may wish to use the Applicant's services through a subscription to the IATA agency data products and services (such as the TIDS Listing). If the Applicant does not wish to receive commercial solicitation from travel industry principals, please notify IATA at globaldata@iata.org
9. That the Applicant will comply on an ongoing basis with the Travel Industry Designator Service (TIDS) Terms & Conditions.

Signature of Owner / Legal Representative

Printed Name

Date