

## API TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS (“TERMS”) CAREFULLY. YOUR USE OF THE SKYSCANNER API SERVICES, API KEY AND TRAVEL DATA (THE “SERVICES”) IS CONDITIONAL UPON YOUR ACCEPTANCE OF THESE TERMS. BY USING THE SERVICES, YOU, AS THE USER, AGREE, AND SHALL PROCURE THAT EACH END USER AGREES, TO BE BOUND BY THESE TERMS.

### 1. USE OF THE API SERVICES

#### 1.1 The User warrants it shall:

- 1.1.1 access and use the API Services and Travel Data for the Permitted Purpose only, and only in connection with its API Key and shall keep the API Key confidential at all times;
- 1.1.2 comply with all laws and regulations when using the API Services and Travel Data and not use the API Services or Travel Data for illegal or illegitimate purposes;

#### 1.2 The User warrants that it shall not:

- 1.2.1 access, scan, copy, index or in any way exploit any underlying data, code, content or other material provided by Skyscanner in conjunction with the API Services;
  - 1.2.2 modify, adapt, translate, reverse engineer, disassemble or decompile the API Services or circumvent any technological protections embodied therein, or attempt to reconstruct, identify or discover any source code, except and only as expressly permissible by law;
  - 1.2.3 cache, resell or repackage the API Services or Travel Data;
  - 1.2.4 use the Travel Data in connection with or to promote any products, services or materials that constitute, promote or are used for the purpose of dealing in: spyware, adware, or other malicious programs or code; counterfeit goods; unsolicited mass distribution of email; multi-level marketing proposals, hate materials, hacking/ surveillance/ interception/ descrambling equipment, libellous, defamatory, obscene, pornographic, abusive or otherwise offensive content, prostitution, body parts and bodily fluids, stolen products and items used for theft, fireworks, explosives, and hazardous materials, government IDs, police items, gambling, or weapons and accessories;
  - 1.2.5 amend or alter any cost or price details, notices of authorship, trademarks, business names, logos or other designations of origin in the Travel Data;
  - 1.2.6 Create, register, purchase, host or otherwise use in any domain names or meta-tags, the words “Skyscanner”, “Tianxun” or any other trade marks, trade names or brand names of any Skyscanner Group Company in any language or any variations thereof (“**Skyscanner Marks**”). You further warrant that you shall not purchase any domain name, keyword, search term or other right, or otherwise contract with a third party to exploit any Skyscanner Marks for the purpose of causing the User site to appear as a search result or for any other reason or to mislead or confuse the public to think or be likely to think that the User Site is part of, related to, or otherwise sponsored or endorsed by Skyscanner.
  - 1.2.7 in any way directly or indirectly: (i) damage, interfere with or disrupt the API Services, the Travel Data or any other products or services offered or made available by Skyscanner; or (ii) introduce into the API Services or the Travel Data, or transmit in any way, any spyware, virus, worm, Trojan horse, authorisation key, licence control utility or software lock; and
  - 1.2.8 use the API Services or Travel Data in any manner whatsoever that may prejudice or damage Skyscanner's business.
- 1.3 The User further warrants that it has full power and authority to enter into this agreement and to bind any entity that the User purports to represent.

- 1.4 The User's use of the API Services, API Key and Travel Data shall commence on receipt of the API key until terminated as provided for in these Terms. Any use by the User after such time is expressly forbidden and shall constitute a breach of these Terms.
- 1.5 Skyscanner may at its sole discretion suspend or terminate User's API access with no liability to the User.
- 1.6 User shall not be entitled to any revenue for any travel booked via the API Service. For more information on a commercial access arrangement please visit <http://ww2.business.skyscanner.net/>.

## **2. INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS**

- 2.1 The User acknowledges and agrees that all rights, titles and interests, including without limitation all Intellectual Property Rights, associated with the Services are owned by or licensed to Skyscanner, and that the User shall not acquire any rights, titles, or interests in or to any Intellectual Property Rights associated with the Services.
- 2.2 Skyscanner hereby grants the User a limited, royalty-free worldwide license to use and display the Skyscanner Marks strictly to the extent necessary to fulfil any obligations under these Terms.

## **3. INDEMNITY**

- 3.1 The User hereby agrees to indemnify and keep Skyscanner (and any entity that directly or indirectly controls, is controlled by, or is under common control with Skyscanner) fully and effectively indemnified from and against all actions, claims, proceedings, costs, damages and expenses (including, without limitation, legal fees) it suffers arising out of any breach of these Terms by the User, including without limitation, relating to the User's use of the API Services and Travel Data. This clause shall survive expiry of these Terms.

## **4. LIMITATIONS OF LIABILITY AND INDEMNITY**

- 4.1 The User acknowledges and agrees that:
  - 4.1.1 the API Services are provided 'as is' without warranty of any kind, and that as Skyscanner obtains the Travel Data from third party data providers, the availability and accuracy of Travel Data is wholly dependent upon such third party data providers, and consequently Skyscanner shall not be responsible for the non-availability or inaccuracy of any Travel Data;
  - 4.1.2 its use of the API Services is entirely at its own risk, the User should not rely on its accuracy; and
  - 4.1.3 owing to the nature of the Internet and the fact that the User's access to the API Service involves functionality outside Skyscanner's control, Skyscanner is not responsible for any technical problems that the User may experience with the API Services or Travel Data.
- 4.2 Except for damages to third parties arising out of wilful or gross negligence, neither Party will be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, nor for damages for lost data, lost profits or costs of procurement of substitute goods or services, however caused and under any theory of liability, including but not limited to contract or tort (including product liability, strict liability and negligence), and whether or not such Party was or should have been aware or advised of the possibility of such damage and notwithstanding the failure of essential purpose of any limited remedy stated herein.
- 4.3 Subject to clause 4.3, Skyscanner's annual (calendar year) aggregate liability arising out of or in relation to these Terms shall not exceed £1,000 GBP. Nothing in these Terms will limit either Party's liability for (a) death or personal injury caused by its negligence; (b) loss caused by fraud or fraudulent misrepresentation; or (c) any loss which by law cannot be excluded or limited.
- 4.4 Subject to clause 4.3, Skyscanner does not accept any liability, and shall not be liable, for (a) any inaccuracies or omissions in the content of the API Service or the Travel Data; or (b) any loss, damage, cost or expense of any kind incurred by the User arising in connection with its access to,

use of, or inability to use, the API Services, the Travel Data or any content contained in them, and the User hereby releases Skyscanner from all such liability.

- 4.5 The User hereby indemnifies Skyscanner and its directors and the Skyscanner Group Companies against all liabilities, damages, costs, losses, expenses and fees (including reasonable attorney's fees) relating to any breach of its warranties in clause 1 of these Terms.

## 5. ENTIRE AGREEMENT & NO PARTNERSHIP

- 5.1 These Terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 5.2 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly provided in these Terms.

## 6. LAW AND JURISDICTION

These Terms and any dispute or claim arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of England and the parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter.

## 7. DEFINITIONS

- 7.1 **"API Key"** means the unique access key provided to the User upon registering for the API Services;
- 7.2 **"API Services"** means Skyscanner's proprietary software, data and content API service branded 'Skyscanner Global Data Services' as updated from time to time which provides the User with direct access to the Travel Data;
- 7.3 **"End User"** means any individual who is granted access to the Services by the User;
- 7.4 **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
- 7.5 **"Permitted Purpose"** means the purposes of the User integrating Travel Data into, and displaying Travel Data to End Users via a meta-search service on the User's website.
- 7.6 **"Travel Data"** means flight prices, route data and other information relating to flights and other travel, or travel-related options, and prices for those options, including without limitation car hire, hotels, insurance, rail travel, bus travel and parking.