

SELF-SERVE WHITE LABEL TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS (“TERMS”) CAREFULLY. YOUR USE OF THE WHITE LABEL SERVICES, AND TRAVEL DATA IS CONDITIONAL UPON YOUR ACCEPTANCE OF THESE TERMS. BY USING THE WHITE LABEL SERVICES, YOU, AS THE USER, AGREE TO BE BOUND BY THESE TERMS.

1. USE OF THE WHITE LABEL SERVICES

1.1 The User warrants it:

- 1.1.1 has full power and authority to enter these Terms and to bind any entity that the User purports to represent;
- 1.1.2 shall notify Skyscanner in writing in the event of any material change to the User Integration.
- 1.1.3 shall access and use the White Label Services and the Travel Data for the Permitted Purpose only; and
- 1.1.4 shall comply with all laws and regulations when using the White Label Service and not use the White Label Service for, or in connection with, any illegal or offensive purposes; and

1.2 The User warrants that it shall not:

- 1.2.1 amend, remove, alter, tamper with or in any way change the White Label Service, except for making changes to the look and feel of the White Label Service as permitted via the Configuration Engine;
- 1.2.2 access, scan, copy, index or in any way exploit any underlying data, code, content or other material provided by Skyscanner in conjunction with the White Label Service;
- 1.2.3 misrepresent the nature of the White Label Service to End-Users and, in particular, shall not solicit, source or encourage traffic to the White Label Service on the basis of the White Label Service being anything other than a service permitting End-Users to search for relevant Travel Data;
- 1.2.4 drop cookies on End Users except in accordance with either (1) the User’s own cookie policy, where provided to Skyscanner and notified to End Users; or (2) Skyscanner’s [Cookie Policy](#);
- 1.2.5 charge End Users (whether directly or indirectly) for the use of the White Label Service;
- 1.2.6 in any way directly or indirectly: (i) damage, interfere with or disrupt the White Label Service or any other products or services offered or made available by Skyscanner; or (ii) introduce into the White Label Service, or transmit in any way, any spyware, virus, worm, Trojan horse, authorisation key, licence control utility or software lock;
- 1.2.7 remove, alter or replace any notices of authorship, trademarks, business names, logos or other designations of origin on the White Label Service (including, without limitation, the ‘Powered by Skyscanner’ logo (if applicable)) or pass off or attempt to pass off the White Label Service as the product of anyone other than Skyscanner;
- 1.2.8 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;
- 1.2.9 amend or alter any cost or price details, notices of authorship, trademarks, business names, logos or other designations of origin in the Travel Data;

- 1.2.10 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**”); or
 - 1.2.11 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.
- 1.3 The User’s use of the White Label Service, and Travel Data shall commence on receipt of the relevant access key. Skyscanner may at its sole discretion terminate such use at any time. Any use by the User after such time is expressly forbidden and shall constitute a breach of these Terms.
 - 1.4 The User shall not be entitled to any revenue generated pursuant to any travel booked via the White Label Service. For more information on a commercial access arrangement, please visit [Skyscanner for Business](#).

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 White Label 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. This Clause 3.1 shall survive expiry of these Terms.

4. LIMITATIONS OF LIABILITY AND INDEMNITY

- 4.1 The User acknowledges and agrees that (i) the White Label Service is provided ‘as is’ 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, whilst Skyscanner shall endeavour to check the accuracy of such data periodically, Skyscanner shall not be responsible for the non-availability or inaccuracy of any Travel Data; (ii) its use of the White Label Services is entirely at its own risk and that, while Skyscanner will endeavour to ensure that the content of the White Label Service and Travel Data is accurate, the User should not rely on such content; and (iii) owing to the nature of the Internet and the fact that the User’s access to the White Label Service involves functionality outside Skyscanner’s control, Skyscanner is not responsible for any technical problems that the User may experience with the White Label Service.
- 4.2 Except for damages to third parties arising out of wilful or grossly negligent breaches of these Terms, neither Skyscanner nor the User 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 4.4, 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: (i) any inaccuracies or omissions in the content of the White Label Service or the Travel Data; or (ii) 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 White Label Service or any content contained therein, and the User hereby releases Skyscanner from all such liability.
- 4.5 The User hereby agrees to indemnify and keep Skyscanner fully and effectively indemnified from and against all costs and losses of any kind it suffers arising out of any breach of the User's warranties under Clause 1 or the User's use of the White Label Service.

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 shall be governed by 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.

7. DEFINITIONS

- 7.1 **"Configuration Engine"** means the online configuration engine portal which the User is provided with access to as part of the White Label Service;
- 7.2 **"End User"** means any human end-user of the User Site;
- 7.3 **"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;
- 7.4 **"Permitted Purpose"** means the purposes of the User integrating the White Label Service into the User Site using HTML integration code in accordance with the directions of Skyscanner (**"User Integration"**) in order to enable End-Users to access Travel Data from the User Site via the White Label Service;
- 7.5 **"Travel Data"** means flight prices, route data and other information relating to available 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;
- 7.6 **"User Site"** means the User operated website at the URL communicated to Skyscanner via the User's use of the White Label Service from time to time; and
- 7.7 **"White Label Service"** means Skyscanner's proprietary software, data and content white label service, amended to include any Customisation Requirements, which enables the User to integrate selected Skyscanner hosted functionality on the User Site for the Permitted Purpose and to amend elements of the white label via the Configuration Engine.