

Wego Affiliate Network API Terms of Use and License Agreement

IMPORTANT-READ CAREFULLY: These Wego API Terms of Use constitute a legal agreement (the "Agreement") between you and if applicable, the company or other entity that you represent ("you") and Wego.com Pte Ltd ("Wego", "us" or "we"). This Agreement incorporates by reference all specification, instruction and requirements documentation and other materials and data available at <API documentation links here> (the "API Documentation"), as amended from time to time. If you are entering into this Agreement on behalf of a company or other entity, you represent that you have the legal authority to bind the company or entity to this Agreement. If you do not have such authority or if you do not agree with these Terms of Use, you may not use our application programming interface or any other related software, data, API Documentation or other documentation or materials provided by us (collectively, the "Wego API"). By using the Wego API and copying or otherwise using the API Documentation you agree to be bound by the terms of this Agreement.

Wego may modify the terms of the Agreement at any time by updating this page and/or by modifying the API Documentation. You must obtain and use the most recent version of the Wego Documentation to ensure you retain a fully functional Application using the Wego API. By continuing to use the Wego API after the effective date of any such changes, you agree to be bound by such changes. We further reserve the right to discontinue or modify any part of the Wego API at any time, without notice or liability to you or any third party.

REGISTRATION: In order to use the Wego API, you must be at least eighteen (18) years old and have the legal capacity to enter into this Agreement. You must also register. You may not impersonate any other person when you register, and you must maintain accurate and up-to-date account information, including your contact information. If your request is accepted you will be assigned an API Key that will identify your account and permit you to make requests to the Wego API. You may have only one (1) Key per customer account. You may not sell, transfer, assign, sublicense or otherwise disclose your API Key to any other person or entity. It is your responsibility to maintain the confidentiality of your API Key, and solely you are responsible for all use of the Wego API through it, whether or not you have authorized such use. You will immediately notify us of any unauthorized use of your account or any other actual or suspected breach of our security.

Wego grants you the following rights provided you comply with all terms and conditions of this Agreement:

1. USE OF API DOCUMENTATION

The API Documentation consists of detailed technical specifications and other information required for developing an application or travel website ("Application") using the Wego API.

You may make and use an unlimited number of copies of the API Documentation. You agree not to disclose, reproduce, summarize and/or distribute the API Documentation except in pursuance of your business relationship with Wego, and only as provided hereunder.

You are solely responsible for any and all costs and expenses you may incur in creating, operating and maintaining your Application.

Neither Wego nor its affiliates have any obligation to assist in distribution of your Application. Access to the API

Documentation and/or development of an Application does not guarantee access to or use of the Wego API.

2. THROTTLING REQUIREMENTS. You agree to not exceed a given level of usage per time period ("Usage Limits"). If your application exceeds the Usage Limits, additional requests will not be processed. You are solely responsible for the quality of the technical solution you have developed using the API Documentation. Wego is not liable to you or any other party (including the end-user) for damages of any sort resulting from any decision by Wego to reject your Application requests to the Wego API.

3. YOUR USE OF THE WEGO API

You will use the Wego flights and hotels APIs to only facilitate travel search queries by real-end users (not bots) and only if the Wego deep links to Wego's partners are included in the search results set, subject to the terms of this Agreement and, if you have been granted a key, subject to the Affiliation Agreement {<http://www.wegoaffiliatenetwork.com/terms>} (or any valid and existing alternative Affiliation Agreement that you have entered into with WEGO for the marketing of WEGO travel content via the WEGO API).

You agree that your use of the WEGO API, as well as your Application and any of your media (including your website(s)) in or on which your Application appears will fully comply with all applicable laws, rules and regulations, including laws regulating the treatment and export of data, and this Agreement and will not violate the intellectual property, privacy, publicity or other rights of any person. The other provisions of this Agreement shall not limit the generality of this requirement.

4. PROHIBITED USES OF THE WEGO API AND APPLICATIONS. By way of example, and not as a limitation, you agree that when using the WEGO API, you will not do any of the following: (i) impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material; (ii) use WEGO API for any illegal or unauthorized purpose; (iii) remove any copyright, trademark or other proprietary rights notices contained in or on WEGO API; (iii) interfere or attempt to interfere with or disrupt servers or networks connected to WEGO or its partners, or disobey any requirements, procedures, policies or regulations of networks connected to WEGO or its partners or otherwise interfere with or disrupt in any way the functionality, stability or proper working of the WEGO API or any website, servers or equipment of WEGO or its affiliated companies; (v) create user accounts by automated means or under false or fraudulent pretences; (vi) transmit any viruses, worms, defects, trojan horses, or any items of a destructive nature.

5. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- *No Guarantee of Access to WEGO API.* Building an Application does not grant you any right to access the WEGO API or any services provided by WEGO and/or its partners. Without prejudice to any other rights, WEGO may modify in any way or cease distribution of the API Documentation or modify, suspend or discontinue all or any aspect of the WEGO API including any or all of their component parts, at any time at its sole option.
- *Additional Terms and Conditions.* Additional terms and conditions may apply if you access, use or purchase other services from WEGO, its partners, or third -party providers of content or software.
- *Network Security.* It is your obligation to provide all network security for computers operating in your internal network and external network.
- *Limitations on Reverse Engineering, Decompilation, and Disassembly.* You may not reverse engineer, decompile, or disassemble any software provided by WEGO, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- *No Granting of Rights to Third Parties.* You will not sell, assign, rent, lease, distribute, export, import, act as an intermediary, provider or hosting service, or otherwise grant rights to third parties with regard to the API Key or the WEGO API, at any time or for any reason.
- *Transfer.* You may not transfer any or all of your rights in the API Key or under this Agreement without the express prior written permission of WEGO.

- *Appropriate Conduct and Prohibited Uses.* The API Documentation may be used only for the development and maintenance of the Application and for no other reason. You specifically agree not to use the API Documentation to build or develop any software or functionality of any kind that may now or in the future compete with a WEGO service, product, or technology of any kind.
- *Third Party Beneficiaries.* Nothing in this Agreement shall be construed to confer any rights to third party beneficiaries.
- *Reservation of Rights and Ownership.* WEGO reserves all rights not expressly granted to you in this Agreement. The API Documentation and API Key are licensed, not sold. As between you and WEGO, WEGO retains all right, title and interest, including without limitation all intellectual property rights, in and to, (i) the WEGO API and any and all elements and components thereof, including content, technology, software, code, user interfaces, and any derivatives works and/or compilations thereof or relating to; (ii) the content available through the WEGO API. The parties acknowledge that this Agreement does not grant WEGO any ownership interest in your Application.

6. PRIVACY POLICY. You will be required to provide some personal information to set up your WEGO API account. WEGO's collection and use of personal information is governed by our Privacy Policy. You understand and agree that WEGO and its affiliate companies may access, preserve, and disclose your personal information and the contents of your account if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to comply with legal process or protect the rights, property and/or safety of WEGO, its affiliated companies or the public. Personal information collected by WEGO may be stored and processed in Singapore or any other country in which WEGO or its partners maintain facilities. By establishing an account with WEGO, you consent to any such transfer of information outside of your country.

7. USE OF INFORMATION SUBMITTED: You agree that we are free to use any comments, information or ideas contained in any communication you send us, without notice, compensation or acknowledgement to you, for any purpose whatsoever, including but not limited to modifying the WEGO API or WEGO or its partners sites, and developing and marketing products and services.

8. OUR RIGHT TO MONITOR YOUR COMPLIANCE: We may monitor your activities in order to verify your compliance with this Agreement. You agree that you will not seek to interfere with any such monitoring and that we may use technical means to overcome any methods you use to block our monitoring.

9. TERMINATION. Without prejudice to any other rights, WEGO may suspend your use of the WEGO API at any time, with or without cause. Upon termination of this Agreement, you (a) acknowledge and agree that all licenses and rights to use the API Documentation and WEGO API shall terminate and (b) will cease any and all use of the API Documentation and WEGO API.

10. COPYRIGHT. All title and copyrights in and to the API Documentation (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the API Documentation), the accompanying printed materials, and any copies of the API Documentation are owned by WEGO, its partners and suppliers. The API Documentation is protected by copyright laws and international treaty provisions. Therefore, you must treat the API Documentation like any other copyrighted material. You may not copy the printed materials in the API Documentation or other materials that may accompany the API Documentation except as permitted herein.

11. THIRD-PARTY CLAIMS/INDEMNIFICATION: You agree that you are responsible for your behavior in connection with the WEGO API. We shall not be liable for claims made against you or us arising out of your application or your use of the WEGO API or any content or travel products made available through the WEGO API, and you hereby agree to indemnify and hold us, our partners, officers,

directors, employees and agents harmless from and against any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising, directly or indirectly, in whole or in part, out of your Application; your use of the WEGO API; the use of the WEGO API by any other person who accesses it using your API Key; your own website, other electronic medium or content; or your violation of the Agreement.

12. DISCLAIMER OF WARRANTIES. To the maximum extent permitted by applicable law, WEGO, its affiliated companies and its and their suppliers provide the API Documentation and WEGO API "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS, and hereby disclaim all warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of uninterrupted, timely, secure, error-free, accurate or complete results, of and of lack of negligence or lack of workmanlike effort, all with regard to the API Documentation and WEGO API. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, WITH REGARD TO THE API DOCUMENTATION AND WEGO API, AND NO WARRANTY THAT ANY ERRORS IN THE API DOCUMENTATION AND WEGO API WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED FROM WEGO IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WEGO OR THROUGH OR FROM WEGO API SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE. THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE API DOCUMENTATION AND WEGO API REMAINS WITH YOU.

13. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. To the maximum extent permitted by applicable law, in no event shall WEGO, its affiliated companies or its or their suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for loss of goodwill, use or other intangible losses, the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; damages from unauthorized access to or alteration of your transmissions or data; damages from statements or conduct of any third party on the service, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever related to the WEGO API) arising out of or in any way related to the use of or inability to use the API Documentation or the WEGO API or otherwise under or in connection with any provision of the WEGO API, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of WEGO, its affiliated companies or any its or their suppliers, and even if WEGO, its affiliated companies or any of its or their suppliers has been advised of the possibility of such damages.

14. LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of WEGO, its affiliated companies and any of its or their suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to U.S.\$5.00. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of the WEGO API or <http://www.wegoaffiliatenetwork.com/> or any successor website within one (1) year from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

15. INDEPENDENT DEVELOPMENT. Nothing in this Agreement will impair WEGO's or its Corporate Affiliates' right to develop, acquire, license, promote, market, or distribute products, applications or technologies that perform the same or similar functions as, or otherwise compete with, your Application or any other products or technologies that You may develop, produce, market, or distribute.

16. ELECTRONIC NOTICES: By registering to use the WEGO API, you agree to receive electronic communications from us. You agree that any notice or other communication that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing. You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

17. RELATIONSHIP: Nothing in these Terms of Use shall be construed as creating any type of joint venture, employer-employee, partnership or franchise relationship between you and us.

18. NO ENDORSEMENT: You understand and agree that we do not endorse your Application.

19. MISCELLANEOUS. This Agreement will be governed by and construed in accordance with the laws of the Republic of Singapore. Each party unconditionally and irrevocably submits to the exclusive jurisdiction of the courts of the Republic of Singapore.

20. API Validity: This agreement is valid only for a year from the day the API key is generated. You would need to renew your agreement after a year, which would also involve a renewal fee.

Signed by:

Name:
Position:
Date: