



TERMS AND CONDITIONS

ABaC RESTAURANT

OUR TERMS AND CONDITIONS

Please read these terms and conditions of use carefully before accessing, using or obtaining any materials, information, products or services. By accessing the KAYAK website, mobile or tablet application, or any other feature or other KAYAK platform (collectively, "Our Website"), you agree to be bound by these terms and conditions ("Terms") and our [Privacy Policy](#). If you do not accept all of these Terms, then you may not use Our Website. In these Terms, "we", "us", "our" and "KAYAK" refers to KAYAK Software Corporation, and "you" and "your" refers to you, the user of Our Website.

THESE TERMS INCLUDE AN ARBITRATION CLAUSE AND A WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE LAWSUIT.

We may modify these Terms for any reason—at any time—by posting a new version on Our Website; these changes do not affect rights and obligations that arose prior to such changes. Your continued use of Our Website following the posting of modified Terms will be subject to the Terms in effect at the time of your use. Please review these Terms periodically for changes. If you object to any provision of these Terms or any subsequent modifications to these Terms or become dissatisfied with Our Website in any way, your only recourse is to immediately terminate use of Our Website.

1. We Do Not Sell Travel Products

Our Website is a travel search engine. KAYAK does not provide, own or control any of the travel services and products that you can access through Our Website, such as flights, accommodations, rental cars, packages, or travel insurance (the "Travel Products"). The Travel Products are owned, controlled or made available by third parties (the "Travel Providers") either directly (e.g., airline) or as an agent (e.g., online travel agency). The Travel Providers are responsible for the Travel Products. The Travel Provider's terms and privacy policies apply to your booking so you must agree to and understand those terms. Furthermore, the terms of the actual travel provider (airline, hotel, tour operator, etc.) apply to your travel, so you must also agree to and understand those terms. Your interaction with any Travel Provider accessed through Our Website is at your own risk; KAYAK does not bear any responsibility should anything go wrong with your booking or during your travel.

The display on Our Website of a Travel Product or Travel Provider does not—in any way—imply, suggest, or constitute a recommendation by KAYAK of that Travel Product or Travel Provider, or any sponsorship or approval of KAYAK by such Travel Provider, or any affiliation between such Travel Provider and KAYAK.

KAYAK hosts content, including prices, made available by or obtained from Travel Providers. KAYAK is in no way responsible for the accuracy, timeliness or completeness of such content. Since KAYAK has no control over the Travel Products and does not verify the content uploaded by the Travel Providers, it is

not possible for us to guarantee the prices displayed on Our Website. Prices change constantly and additional charges (e.g., payment fees, services charges, checked-in luggage fees, local taxes and fees) may apply, so you should always check whether the price asked for a booking is the one you expected. More details [here](#). Some Travel Products may also be sold in another currency than the one preset or chosen by you for the display of the search results. Our currency conversion is for informational purposes only and should not be relied upon as accurate or real-time; actual rates may vary, and your payment provider (e.g., your credit card company) may charge conversion fees and apply another date's currency rate.

2. Booking through KAYAK

If you make a booking through Our Website for Travel Products, that booking is made with the Travel Provider named on the booking page and Our Website only acts as a user interface. Accordingly, KAYAK has no responsibility for the booking or the Travel Product because KAYAK has no involvement in creating the description of the Travel Product, in defining the price and any fees, or in providing the Travel Products that you book. If you have any issues or disputes with your booking and/or the Travel Product, you agree to address and resolve these with the Travel Provider and not with us.

3. Intellectual Property

We, along with our corporate affiliates, the Travel Providers and other licensors, own all of the text, images, software, trademarks, service marks and other material contained on Our Website except User Content. You will not copy or transmit any of the material except if you are doing so for your personal, non-commercial use. All copyright, trademark and other proprietary rights notices presented on Our Website must appear on all copies you print. Other non-KAYAK product, service, or company designations on Our Website belong to those respective third parties and may be mentioned in Our Website for identification purposes only. You should contact the appropriate third party for more complete information regarding such designations and their registration status. Your use of and access to Our Website does not grant you any license or right to use any of the marks included on Our Website.

4. Use of Our Website

You may only use and register to become a user of Our Website or Trips if you are of sufficient legal age and can enter into binding contracts. If you become a registered user or make a booking resulting in the creation of a Trips account, you are responsible for maintaining the secrecy of your passwords, login and account information. You will be responsible for all use of Our Website by you, anyone using your password and login information (with or without your permission) and anyone who you allow to access your travel itineraries. All information that you provide to us must be accurate and up-to-date. If any of your information changes, you must immediately update it. If you have reason to believe that your account is no longer secure (e.g., loss, theft or unauthorized disclosure or use of your information or computer or mobile device used to access Our Website), you must promptly change your Personal information that is affected.

If you decide to have messages or other communications from Our Website sent directly to your mobile device, you are solely responsible for keeping us updated with your current phone number, respectively updating to the latest version of the mobile app, and for any charges incurred by receiving such messages. We will not be liable for information sent to a device that is associated with your outdated mobile phone number or using an outdated mobile app. If you install any software or enable any service that stores information from Our Website on any mobile device or computer, it is your responsibility, prior to transfer or disposal of such device, to remove your information or otherwise disable access to such software or service in order to prevent unauthorized access to your information or account.

You may only use Our Website to search for legitimate travel deals; you may not use Our Website to make any false, fraudulent or speculative reservation or any reservation in anticipation of demand. By using Our Website, you agree to comply with laws that apply to the United States and your own country, including laws that apply to exporting technical data.

In addition, you agree not to do any of the following without prior express written permission from KAYAK:

(i) access the site with any manual or automated process for any purpose other than your personal use or for inclusion of KAYAK pages in a search index. Use of any automated system or software to extract data from Our Website ("screen scraping"), for commercial or non-commercial purposes, is prohibited;

(ii) violate the restrictions in any robot exclusion headers on Our Website or bypass or circumvent other measures employed to prevent or limit access to Our Website;

(iii) deep-link to any portion of Our Website for any purpose;

(iv) use any device, software or routine that interferes or attempts to interfere with the normal operation of Our Website or take any action that imposes an unreasonable load on our computer or network equipment;

(v) reproduce, duplicate, copy, sell, trade, resell or exploit Our Website;

(vi) use any feature of Our Website for any purpose that is unlawful, harmful, or otherwise objectionable or inappropriate, as determined by us;

(vii) post or distribute any material on Our Website that violates the rights of any third party or applicable law;

(viii) use Our Website to collect or store personal data about others;

(ix) use Our Website for any commercial purpose; or

(x) transmit any ad or promotional materials on Our Website

We may, at our sole discretion, at any time and without advance notice or liability, suspend, terminate or restrict your access to any or all component(s) of Our Website. Furthermore, you can always delete your account [here](#).

You further agree not to:

- Circumvent, disable or otherwise interfere with security-related features of Our Website or features that prevent or restrict use or copying of any content or enforce limitations on the use of Our Website or any content on the Website;
- Impersonate any person or entity, or otherwise misrepresent Your affiliation with a person or entity;
- Intentionally or unintentionally violate or encourage others to violate any applicable law, statute, ordinance or regulation;
- Provide false or deceptive information;
- Solicit personal information from anyone;
- Delete, add or otherwise change other people's User Content;
- Remove or alter any copyright or other proprietary notices on or in connection with any content on the Website;
- Publicly disparage anyone or any User Content;
- Publish or post threats of violence, or promote or encourage others to engage in violence or illegal activity.

Please report abusive content to TermsofuseAbuse@kayak.com if you see it.

5. Trips

If you use Trips, you are solely responsible for the travel information and other content that you upload, transmit or share with us or others on or through Trips (collectively, the "Trips Information"), and you represent and warrant that you are not transmitting or sharing Trips Information that you do not have permission to share. It is your job to create backup copies and replace any Trips Information you provide us at your expense.

When you provide us with Trips Information or make a booking through KAYAK, you authorize us to make copies as we deem necessary in order to facilitate the storage and assimilation of the Trips Information. By providing us Trips Information, you represent and warrant that you have the right to give us an irrevocable, perpetual, non-exclusive, transferable, fully-paid, worldwide license (with the right to freely sublicense) to use, copy, modify, reformat, translate, syndicate and distribute that Trips Information that we receive from you for any purpose, including business, commercial, marketing, advertising, or otherwise, and to prepare derivative works of (or incorporate into other works) that Trips Information. You may remove your Trips Information from Trips at any time, but the license that you have granted will remain in effect. You understand that we do not control nor are we responsible for reviewing Trips Information. However, we reserve the right to review, edit, or delete any Trips information or your account at any time.

6. Notify Us of Infringers

If you believe any of the content on Our Website violates your copyright, please notify our copyright agent in writing. The contact information for our copyright agent is at the bottom of this section.

In order for us to take action, you must do the following in your notice:

- (a) provide your physical or electronic signature;
- (b) identify the copyrighted work that you believe is being infringed;
- (c) identify the item that you think is infringing your work and include sufficient information, such as a URL or copy of the webpage showing the URL, so that we can find it;"
- (d) provide us with a way to contact you, such as your address, telephone number, or email;
- (e) provide a statement that you believe in good faith that the item you have identified as infringing is not authorized by the copyright owner, its agent, or the law to be used in connection with the services; and
- (f) provide a statement that the information you provide in your notice is accurate, and that (under penalty of perjury) you are authorized to act on behalf of the copyright owner whose work is being infringed.

Here is the contact information for our copyright agent:

Legal Team, Copyright Enforcement
KAYAK Software Corp.
7 Market Street
Stamford, CT 06902
copyright@kayak.com

Again, we cannot take action unless you give us all the required information.

7. Warranty Disclaimer

Our Website, all content and services provided on Our Website and all itineraries that you obtain through Trips are provided on an "as is" and "as available" basis. Our content is largely generated in an automated fashion; errors can and do happen. We usually have many search results, but we are not comprehensive and do not display all available providers and offers. Accordingly, we do not always display the lowest available price. KAYAK expressly disclaims—to the fullest extent permissible—all warranties of any kind, whether express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and security and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance.

8. Our Liability Is Limited

We (together with our officers, directors, employees, representatives, shareholders, affiliates, and providers), to the extent permitted by law, hereby expressly exclude any responsibility and liability for (a) any loss or damages to, or viruses that may infect, your computer equipment or other property as the result of your access to Our Website, your downloading of any content from Our Website or your use of Trips or (b) any injury; death; loss; claim; act of god;

accident; delay; or any direct, special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including—without limitation—lost profits or lost savings), whether based in contract, tort, strict liability or otherwise, that arise out of or is in any way connected with: (i) any use of Our Website, Trips or our content; (ii) any failure or delay (including—without limitation—the use of or inability to use any component of this Website for reservations or booking); or (iii) the performance or nonperformance by us or any Travel Provider, even if we have been advised of the possibility of damages to such parties or any other party. Some states or countries do not allow this limitation of liability, so the limitations above may not apply or apply only partially to you.

9. You Agree to Protect Us

Subject to these Terms, you will defend, indemnify and hold us and each of our officers, directors, employees and agents harmless from and against any claim, cause of action, liability, expense, loss or demand, including—without limitation—reasonable legal and accounting fees, arising out of, or in any way connected with your breach of these Terms or the agreements made part of these Terms by reference, your breach of any applicable law, and your use of or access to Our Website, Trips or the Intellectual Property.

10. Arbitration and Waiver

You agree that by accepting the Terms, you and Company are each waiving the right to trial by jury and the ability to participate in a class action. ANY AND ALL DISPUTES COMPANY OR YOU HAS RELATING IN ANY WAY TO THE SERVICES OR YOUR RELATIONSHIP WITH THE COMPANY (INCLUDING—WITHOUT LIMITATION—WITH RESPECT TO DATA, YOUR INTERACTION WITH THE COMPANY, COMPANY'S ADVERTISEMENTS AND DISCLOSURES, EMAIL AND MOBILE SMS (TEXT) MESSAGES COMPANY SENDS TO YOU, OR THE USE OR DISCLOSURE OF ANY INFORMATION ABOUT YOU), THESE TERMS OF USE, AND PRIVACY POLICY (COLLECTIVELY, "CLAIMS") WILL BE SUBMITTED TO CONFIDENTIAL ARBITRATION IN THE FEDERAL JUDICIAL DISTRICT IN WHICH YOU RESIDE, EXCEPT TO THE EXTENT THAT YOU HAVE, IN ANY WAY, VIOLATED OR THREATENED TO VIOLATE ANY COMPANY INTELLECTUAL PROPERTY RIGHT. CLAIMS INCLUDE CLAIMS BASED ON CONTRACT, TORT (INCLUDING INTENTIONAL TORT), FRAUD, AGENCY, YOUR OR THE COMPANY'S NEGLIGENCE, STATUTORY OR REGULATORY PROVISIONS, OR ANY OTHER SOURCE OF LAW.

If you intend to seek arbitration, you must first send to the Company, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Company must be sent to legal@kayak.com. The Notice shall describe the nature and basis of the claim or disputes and the specific relief sought. If you and the Company cannot reach an agreement to resolve the claim within thirty (30) days after the Notice is received, either party may commence arbitration. All arbitrations required by these Terms will be conducted under the Commercial Arbitration rules of the American Arbitration Association. The arbitrator's award is binding and may be entered in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration brought under, or with respect to, Claims is to be joined to an arbitration involving any other party subject to these Terms,

whether through class arbitration proceedings or otherwise. Unless you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, private attorney general or class proceeding.

For arbitration claims that you assert against Company in accordance with this section (but not for any arbitration claim against you), Company will pay all of your administrative, hearing, and arbitrator's fees and costs for the arbitration (but not the fees, expenses, and costs of your lawyers, experts, or witnesses) in excess of any filing fee you would have been required to pay in order to file the claim as a lawsuit in a state or federal court (whichever is greater) in the judicial district in which you reside. Unless unlawful, Company will pay its—and you will pay your—lawyers', experts', and witness' fees, expenses, and costs with respect to all claims. The arbitrator may award money or equitable relief in favor of only the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Similarly, an arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless requested to do so by all parties.

TO THE EXTENT PERMITTED BY LAW, YOU WILL NOT AGREE TO ACT AS A REPRESENTATIVE OR A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT AGAINST COMPANY IN ANY COURT, OR IN ARBITRATION, WITH RESPECT TO ANY CLAIMS. THIS SECTION (CONFIDENTIAL ARBITRATION) WILL SURVIVE THE TERMINATION OF THE RELATIONSHIP BETWEEN YOU AND COMPANY FOR ANY AND ALL DISPUTES YOU OR THE COMPANY HAS RELATING—IN ANY WAY—TO THE SERVICES OR YOUR RELATIONSHIP WITH THE COMPANY.

11. Links

Our Website may contain links to other websites that we do not operate or control and for which we are not responsible ("Other Websites"). We provide these links for your reference and convenience and do not endorse the contents of Other Websites and accept no responsibility for them or for any loss or damages that may arise from your use of them. You should refer to the separate terms of use, privacy policies, and other rules posted on Other Websites before you use them. You agree not to create a link from any website, including any website controlled by you, to Our Website.

12. Air Carrier Rules

The circumvention of an air carrier's rules, including practices such as back-to-back ticketing (purchasing two or more tickets with overlapping travel dates in order to circumvent minimum stay requirements) and hidden-city ticketing (purchasing tickets including segments which the purchaser does not intend to use in order to circumvent an air carrier's pricing structure), is prohibited by many air carriers. The use of prohibited ticketing practices may result in the air carrier taking actions, including the cancellation of the ticket, denied boarding,

revocation of frequent flier miles and other benefits, additional charges to the purchaser's credit card, additional charges collected at the airport, or future invoicing.

13. User Content

The websites and services contain reviews, travel guides, or other forums in which you can post content. If you use said interactive areas on the websites, you are solely responsible for the travel information and other content, including without limitation, any reviews, text, images, links, or videos that you upload, transmit, or share with us or others on or through the website (collectively, the "User Content"), and you represent and warrant that you are not transmitting or sharing User Content that you do not have permission to share. We do not guarantee any confidentiality with respect to the User Content and you understand that the User Content may be publicly displayed.

By posting User Content to the Website, you represent that: (i) you are the owner of the User Content; or (ii) you have the right and license to use the User Content; or (iii) the User Content is in the public domain; or (iv) to your knowledge, no one else claims ownership of, or exclusive rights to, the User Content; and (v) you have the legal right to grant a license to us to use the User Content.

When you provide us with User Content, you own the content you create and share, and you also grant us a perpetual, transferable, irrevocable, sub-licensable, fully-paid, worldwide license to use, modify, reproduce, distribute, prepare derivative works of, publicly perform, and publicly display (in any form and on all mediums now known or hereafter devised) all User Content or other content provided to us. We can use the User Content in any format, channel, platform, or region with the right to localize the content into other languages. If uploaded or submitted to us, you further give us permission and the right to use your name, image, likeness, or other personal attributes.

You authorize us to make copies as we deem necessary in order to facilitate the storage and assimilation of the User Content on the websites. By providing us User Content, you represent and warrant that the User Content you provide will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and nondisclosure rights, or any intellectual property rights. You may remove your User Content from the website, but the license that you have granted will remain in effect.

You understand that we do not control the User Content and will not be, in any way, responsible or liable for such User Content.

We take no responsibility for any User Content posted, stored, uploaded, distributed, transmitted or otherwise published by any User, including yours, on Our Website. We assume no liability for any loss or damage to User Content, nor are we liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity User may encounter when viewing User Content. Although we have no obligation to screen, edit or monitor

any User Content, we reserve the right, and have the sole and absolute discretion to remove, edit or screen, without notice, any such User Content from Our Website at any time and for any reason, including, but not limited to when we believe in good faith that such User Content is in breach of these Terms or otherwise believe the removal may be reasonably necessary to safeguard our rights or the rights of Users or to mitigate any risk of harm or liability to us or any User.

Further, you expressly agree not to post, upload, transmit, distribute, store, create or otherwise publish any User Content on Our Website that:

1. is unlawful, harmful, inappropriate, false, misleading, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, promoting of harassment of a third party, threatening, in violation of privacy or publicity rights, abusive, inflammatory, offensive to the online community (such as, without limitation, promotes racism, bigotry, hatred or physical harm of any kind against any group or individual), fraudulent or otherwise objectionable;
2. would constitute, promote, encourage, provide instructions for, or enable conduct of an illegal activity, criminal offense, give rise to civil liability, violate the rights of any third party in any country of the world, or that would create liability or violate any local, state, national or international law, such as, without limitation, providing instructions or guides about attending or participating in illegal activities such as human trafficking or creating computer viruses;
3. may infringe any patent, trademark, trade secret, copyright, proprietary right or any other intellectual property right of any party;
4. constitutes mass mailings, "spamming," junk mail, pyramid schemes, or chain letters;
5. impersonates any person or entity or misrepresents your affiliation with any person or entity;
6. is private information of any third party, including but not limited to, Social Security numbers, passwords, credit card numbers, addresses, email addresses, phone numbers, and any other information that enables a User to readily identify any third party;
7. contains restricted or hidden content;
8. includes or facilitates viruses, corrupt data or other harmful, destructive or disruptive files;
9. is unrelated to the topic or intended use of the area on Our Website, in our sole discretion; or
10. in our sole discretion, restricts any other person from using or enjoying Our Website.

14. Hacker Fare

In the case of a Hacker Fare, Our Website displays search results for a combination of Travel Products (e.g., separate flight and hotel results, or two one-way flights, instead of a round trip). If you use these search results, you will make two different bookings with different rules and policies (for example, for baggage fees, change fees, and refunds). Any changes made to one of your bookings will not affect the other booking (for example, if your initial flight is

cancelled by either you or the airline, the other airline with which you booked your return flight is not obligated to issue a refund or change your itinerary). If you are traveling internationally, you may need to provide proof that you have a return flight at check-in and at immigration.

15. General Requirements

We may change the site and these Terms at any time, in our sole discretion and without notice to you. You are responsible for remaining knowledgeable about these Terms. Your continued use of the site constitutes your acceptance of any changes to these Terms and any changes will supersede all previous versions of the Terms. Unless otherwise specified herein, all changes to these Terms apply to all users, including those enrolled before the date the changes take effect. Furthermore, we may terminate this agreement with you under these Terms at any time by notifying you in writing (including by email) and/or, if you are a registered user, by cancelling your account and your access to your account.

Nothing contained in these Terms will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. You may not assign, delegate or transfer your rights or obligations under these Terms. We may assign our rights and duties under these Terms without such assignment being considered a change to the Terms and without notice to you, provided your rights under these Terms are not prejudiced. One or more patents may apply to this site and to the features and services accessible via the site, including—without limitation—United States Patent Numbers: 8,095,536; 7,979,457; 7,917,387; 7,774,331; 7,668,811; 7,668,809; 7,627,606; 7,587,678; 7,483,883; and 6,529,908.

If we fail to act with respect to your breach or anyone else's breach on any occasion, we are not waiving our right to act with respect to future or similar breaches. If a court finds any of these Terms to be unenforceable or invalid, that Term will be enforced to the fullest extent permitted by applicable law and the other Terms will remain valid and enforceable. These Terms, together with those agreements made a part of these Terms by reference, make up the entire agreement between us relating to your use of Our Website, including Trips, and replace any prior understandings or agreements (whether oral or written) regarding your use of Our Website.

To the extent permitted by law, the laws of the State of Connecticut (USA), without regard to its conflict of laws rules, will govern these Terms, as well as your and our observance of them. If you take any legal action relating to your use of Our Website, including Trips, or these Terms, or our services, you agree to file such action only in the state and federal courts located in New Haven, Connecticut (USA); if you are a consumer, the law may allow you to also bring proceedings in the courts for the place where you are domiciled. In any such action or any action we may initiate, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to costs, both taxable and non-taxable, and reasonable attorney fees. To the extent permitted by law, you agree that any disputes, claims and

causes of action arising out of or connected with Our Website and/or these Terms, will be resolved individually, without resort to any form of class action.

16. Your Feedback

We encourage you to share your comments and questions with us [here](#), but we may not be able to respond to all of them. Please note that we assume no responsibility for reviewing unsolicited ideas for our business (like product or advertising ideas) and will not incur any liability as a result of any similarities between those ideas and materials that may appear in future KAYAK products or services. Also, please remember that you are responsible for whatever material you submit, including its reliability, originality, and copyright. Please do not reveal trade secrets or other confidential information in your messages. Any and all rights to materials submitted to us become the exclusive property of KAYAK. Furthermore, by submitting Feedback, you are granting us an irrevocable, perpetual, non-exclusive, transferable, fully-paid, worldwide license (with the right to freely sublicense) to use, copy, modify, publicly perform, publicly display, reformat, translate, syndicate, republish, excerpt (in whole or in part) and distribute Feedback we receive from you for any purpose, including business, commercial, marketing, advertising, or otherwise.

Legal notices

Google Play and the Google Play logo are trademarks of Google LLC. Apple, the Apple logo, iPhone and iPad are trademarks of Apple Inc., registered in the U.S. and other countries and regions. App Store is a service mark of Apple Inc.