

Happy Travel

In these terms of use (“**Terms of Use**”) for the web site (“**Site**”) of HAPPYTRAVELDOTCOM Travel & Tourism LLC (“**Happy Travel**”, “**our**”, “**us**” or “**we**”), the terms “**you**” and “**your**” refer to any travel companies such as travel agents, tour operators, other wholesalers or airlines (“**Travel Business**”) that wish to purchase one or more travel components, including but not limited to, accommodation, transfers, transportation, sightseeing tours, excursions and meals out (collectively referred to as “**Travel Components**”), but not including airline tickets, made through our online reservation system (including via an application programming interface (“**API**” or “**Site API**”)), and/or our Site, and has signed a Credit Line Commercial Agreement or a Credit Card Commercial Agreement with Happy Travel or any other user of the Site.

Please read these Terms of Use carefully. By accessing our Site you represent and warrant to Happy Travel that:

- You have signed a Credit Line Commercial Agreement or a Credit Card Commercial Agreement with Happy Travel.
- You have read and understood these Terms of Use.
- You agree to be bound by these Terms of Use, in relation to your access to the Site.
- You as the representative for your Travel Business have the authority to enter into these Terms of Use and bind your Travel Business.
- You will be responsible for all use of the Site by you.
- You comply with all applicable laws and regulations with regards to: economic sanctions; export controls; import regulations; and trade embargoes (“**Sanctions**”), including those of the European Union and United States.
- You acknowledge that you are not targeted by Sanctions nor otherwise owned or controlled by or acting on behalf of any person or entity targeted by Sanctions.

Terms of Use

1. Scope of Services

- i. Your use of this Site will constitute your acceptance of the Terms of Use. Once accepted, the Terms of Use will constitute a binding agreement between Happy Travel and you governing your use of the Site (“**Agreement**”). If you are not willing to abide by the Terms of Use, do not use this Site. Happy Travel may change the Terms of Use set out below from time to time. By accessing this Site you are accepting that you are bound by the current Terms of Use and so you should check these each time you revisit the Site.
- ii. In order to gain access to our services, you confirm that you are a bona fide Travel Business. If you cease to comply with the terms, conditions and requirements set out herein for accessing our Site or obtaining our services, you must notify us immediately. In the event you provide Happy Travel with false information, defraud or attempt to defraud Happy Travel, you will lose all privileges to our online reservation system and we reserve all rights against you.
- iii. Note, we transact only with travel companies for the sale of Travel Components and make no direct contact with the end customer. Happy Travel is not a travel agent, nor is it acting as a travel agent.
- iv. We reserve the right to suspend or terminate, in our sole discretion, access to the Site at any time, without advance notice, for general maintenance or for any other reasons.

2. Use of the Site

- i. Happy Travel grants you a limited, restricted, personal, non-transferable, non-sublicensable (other than to affiliates or with our express prior written permission), revocable license to access and use the Site only as expressly permitted in these Terms of Use.
- ii. Except for this limited license, we do not grant you any other rights or license with respect to the Site; any rights or licenses not expressly granted herein are reserved. The content and information on the Site, as well as the software and infrastructure used to provide such content and information, is proprietary to Happy Travel or its suppliers and providers. You undertake to only use the Site to make bona fide and legitimate enquiries or bookings. You undertake that the payment details you provide us with in making a booking are fully correct and that they will

contain, at all times, sufficient funds to cover any amounts due to us. You also undertake to provide correct and accurate e-mail, postal and/or other contact details to Happy Travel and acknowledge that Happy Travel may, in accordance with the terms of our privacy policy found at <https://happytravel.com/privacy>, use these details to contact you in the event that this should prove necessary.

- iii. Happy Travel may use third party technology on its Site to keep the Site safe from malicious attackers or anyone who abuses the Site.
- iv. We may provide hypertext links to other sites which are operated by other people. We make no endorsement of, accept no responsibility for the content of, and accept no liability for the consequences to you of using, such external sites, which may have their own terms of use to which you will be subject. By clicking on such a link, you acknowledge leaving the Site and proceeding at your own responsibility.
- v. In addition, you agree not to:
 - use the Site or its contents for any non-authorized commercial purpose;
 - use any feature of the Site for any purpose that is unlawful, harmful, or otherwise objectionable or inappropriate, as determined by us;
 - use the Site in any way that breaches any applicable local, national or international law or regulation;
 - make any speculative, false, or fraudulent booking;
 - access, monitor or copy any content or information of the Site by any automated means (e.g., “*screen scraping*”) or any manual process for any purpose without our express prior written permission;
 - “*deep link*” to any portion of the Site for any purpose;
 - take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our computer or network equipment;
 - re-sell, use, copy, monitor, display, download or reproduce any content or information, software, products or services available on the Site for any commercial activity or purpose;
 - incorporate any part of the Site into any other website without our prior written permission;
 - deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, racist, discriminating, insulting, threatening, tortuous, harassing, hateful or otherwise objectionable;
 - deliver, or provide links to, any postings containing defamatory, slanderous, false or libelous material;
 - impersonate another person or entity (including us) or falsely state or otherwise misrepresent your affiliation with a person or entity, or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud another;
 - use the Site to collect, store or process personal data about others;
 - use the Site to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (*i.e.*, spam);
 - use the Site in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of the Site or other users' computer equipment, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment;

- knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to affect adversely the operation of any computer software or hardware;
 - attempt to gain unauthorized access to the Site, any related website, other accounts, computer system, or networks connected to the Site, through hacking, password mining, or any other means;
 - obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site, including harvesting or otherwise collecting information about others such as email addresses;
 - do anything else which could cause damage to the Site, Happy Travel, Happy Travel’s employees and reputations, or would otherwise have a negative impact on Happy Travel; or
 - aid or abet any of the above.
- vi. Please report any abusive content that you see on the Site to us at the following address: support@happytravel.com.

3. Your Information

- i. 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 login ID, password, or company access code is no longer secure, you must promptly change your information that is affected. You represent and warrant that you are not transmitting or sharing information that you do not have permission to share.
- ii. If you decide to have messages or other communications from the Site sent directly to your mobile device, you are solely responsible for keeping us updated with your current phone number, 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. If you install any software or enable any service that stores information from the Site 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.

4. Personal Data and Data Privacy

Happy Travel respects your privacy. Please consult our privacy policy for further information about how we use your personal data <https://happytravel.com/privacy>.

5. Intellectual Property

- i. “Intellectual Property” refers to intellectual property of every sort, whether or not registered, registrable or applied for in any country, including intellectual property coming into existence in the future; and including, among others, all copyrights in text, images, video, sound or software, trademarks, trade names, service marks, business names, brand names, logos, internet domain names, social media handles, designs, database rights, rights in confidential information and all other intellectual property rights or similar proprietary rights of whatever nature arising from, contained in, or related to material contained on the Site.
- ii. Unless stated otherwise, Happy Travel owns or has the right to use, and shall retain all such ownership or rights, title and interest in and to, all Intellectual Property rights and published materials, including the look and feel and the infrastructure of the Site.
- iii. Your use of and access to the Site does not grant you any license or right to use any of the Intellectual Property included on, contained in or related to the Site.
- iv. You shall indemnify and keep indemnified Happy Travel against any and all claims, costs, demands, actions or proceedings made against or incurred by Happy Travel as a result of your use of Happy Travel’s Intellectual Property not in accordance with these Terms of Use.

- v. All copyright, trademark and other proprietary rights notices presented on the Site must appear on all copies that you print from the Site.
- vi. Happy Travel does not assume any liability for copyrighted materials provided by third parties or any Intellectual Property right infringements by such third parties.
- vii. When you upload or post content to our Site, you grant us, our affiliates, partners and advertisers a perpetual, irrevocable, unconditional, worldwide, non-exclusive, royalty-free, sublicensable, transferable licence to use, reproduce, distribute, communicate, make available, prepare derivative works from, display and perform that user-generated content (and any Intellectual Property rights contained therein) in connection with the services provided by us and the Site and across different media as well as to promote the Site and our services.
- viii. By uploading or posting content to our Site, you warrant and agree that (i) you own all Intellectual Property rights (including copyright) in and to the content and (ii) the content does not infringe or otherwise violate any third party's Intellectual Property rights. You shall indemnify and keep indemnified Happy Travel against any and all claims, costs, demands, actions or proceedings made against or incurred by Happy Travel that may arise in relation to any content you upload or post to our Site.

6. Warranty Disclaimer

This Site, all content and services provided on the Site, are provided "as is", "as available" and without warranties of any kind, whether express or implied, to the fullest extent permissible pursuant to applicable law. Happy Travel and its licensors expressly disclaim to the fullest extent possible 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. Happy Travel does not make any warranties or representations regarding the use of contents of this Site or Services in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some jurisdictions do not allow exclusion of implied warranties, so the above limitations and exclusions may not apply to you. Happy Travel does not represent or warrant that the functions or services contained in the Site will be uninterrupted or error-free, that defects will be corrected, or that this Site or the server that makes the Site available are free of viruses or other harmful components. Happy Travel accepts no liability for viruses that may be faced while using the Site and for harm of any kind that may be suffered from such viruses. Please take all appropriate safeguards before downloading information from the Site. Unless Happy Travel is at fault for intentional or willful misconduct, or gross negligence, Happy Travel is not responsible for any failures caused by server errors, misdirected or redirected transmissions, failed internet connections, interruptions in the transmission or receipt of reservations or, any other technical defect whether human or technical in nature.

7. Limitation of Liability and Indemnification

- i. Subject to clause 7(ii) below, Happy Travel and its officers, directors, managers, employees, representatives, agents, subsidiaries, affiliates, licensors or others involved in creating, sponsoring, promoting, or otherwise making available the Site and its contents shall not be liable to you or any other party for any direct, indirect, incidental, special, exemplary, compensatory, punitive or consequential damages or any damages or losses whatsoever that result from the use of, or the inability to use, the Site or any of the contents on this Site or the performance of the Site, even if Happy Travel has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. If you are dissatisfied with any portion of the Site or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using the Site.
- ii. Nothing in these Terms of Use limits any liability which cannot legally be limited, including that nothing herein shall limit liability for (a) death or personal injury caused by negligence; or (b) fraud or fraudulent misrepresentation.
- iii. You agree to indemnify, defend and hold harmless Happy Travel, its subsidiaries and other affiliates and their respective officers, directors, managers, employees, representatives, agents, partners, licensors, payment service providers and other applicable third parties from and against any liability, damage or loss, including legal fees and expenses that are incurred or suffered as a result of (i) any breach or non-compliance by you of any law or any term of these Terms of Use (ii)

any action, inaction, or omission by you, or (iii) any dispute or litigation caused by your actions, inactions or omission.

8. Law and Jurisdiction

- i. These Terms of Use and any dispute and/or claim arising out of or in connection with them, or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- ii. Any claim or dispute arising from or related to, these Terms of Use shall be settled exclusively by arbitration, in the English language, administered by the DIFC-LCIA Arbitration Centre in accordance with the DIFC-LCIA Arbitration Rules then in effect, except as they may be modified by agreement of the parties to the arbitration. Happy Travel has the right to bring proceedings against you for breach of our Terms of Use in your country of residence or any other country.