Welcome to the IATA Industry Open API Hub.

These terms of service (these “Terms”) apply to IATA Industry Open API Hub (the “IATA API Hub”) and other products and services (collectively, the “Hub Service”) provided by IATA (“IATA”, “our,” or “we”) via https://api.developer.iata.org/ (the “Site” or “Sites”).

By registering to use the Hub Service, accessing the Hub Service or providing access to any APIs via the Hub Service, you agree and acknowledge that you have read all of the terms and conditions of these Terms, you understand all of the terms and conditions of these Terms, and you agree to be legally bound by all of the terms and conditions of these Terms.

These Terms apply to individuals and entities that provide access to APIs via the Hub Service (“API Providers”) and individuals and entities that obtain access to APIs via the Hub Service (“API Consumers”). Unless otherwise specified, “you” refers to both API Providers and API Consumers. An API Provider can also be a API Consumer, and vice versa.

The “Effective Date” of these Terms is the date you first access the Hub Service.

IATA reserves the right to change or modify any of the terms and conditions contained in these Terms (or any policy or guideline of IATA) at any time and in its sole discretion by providing notice that these Terms have been modified. Such notice may be provided by sending an email, posting a notice on the Site, posting the revised Terms on the Site and revising the date at the top of these Terms, or such other form of notice as determined by IATA. Any changes, pricing notifications, or modifications will be effective 7 days after providing notice that these Terms have been modified (the “Notice Period”). Your continued use of the Hub Service following the Notice Period will constitute your acceptance of such changes or modifications. You are advised to review these Terms whenever you access the Hub Service and at least every 30 days to make sure that you understand the terms and conditions that will apply to your use of the Hub Service.

PRIVACY

For information about how we collect, use and share information about users of the Hub Service, please see our Privacy Policy (https://www.iata.org/en/privacy).

HUB SERVICE & REGISTRATION

Hub Service
IATA API Hub connects API Providers and API Consumers from the Airline industry. The Hub Service enables API Providers to list the APIs they offer for discoverability and evaluation by API Consumers. Each API offering includes a description of the API, technical document, provider contact, any associated prices, and other related terms and conditions. API Consumers may evaluate the API based on the information in the IATA API Hub, and choose to contact the provider to obtain access to the API on an individual basis or as part of a subscription plan if required by the API Provider.

IATA grants to you a non-exclusive, non-transferable, non-sublicensable, revocable, and limited license to access and use the Hub Service subject to the terms and conditions set forth in these Terms.

Registration
In order to access the Hub Service, API Providers and API Consumers must register with IATA by completing the registration forms provided via the IATA Customer Portal (https://portal.iata.org) (the “Site”). You agree to (a) provide accurate, current, and complete information as may be prompted by the registration forms via the Site (“Registration Data”), (b) maintain the security of your IATA account password, (c) maintain and promptly update the Registration Data, and any other information you provide to IATA, to keep it accurate, current, and complete and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to IATA.

You are responsible for safeguarding the passwords you use to access the Hub Service and agree to be fully responsible for activities or transactions that relate to your IATA account or password. You must notify IATA immediately if you learn of an unauthorized use of your IATA account or password.

API Rights — Between API Providers and API Consumers (not IATA)

IATA provides the Hub Service; however, the terms and conditions applicable to each API (including for the use of each API) are directly between API Providers and API Consumers (not IATA).

With respect to each API, API Consumers and the API Provider who listed such API via the Hub Service acknowledge and agree that the terms and conditions applicable to the use of and other rights with respect to such API by each such API Consumer are solely between each such API Consumer and such API Provider, and not with IATA. Each API Provider (not IATA) is responsible for all support and all claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement).
IATA reserves the right, but has no obligation, to review, screen, or monitor any links to any APIs or any API Content/Terms (as defined below) at any time and for any reason without notice. API Providers and API Consumers acknowledge and agree that IATA may remove any API or any API Content/Terms at IATA’s sole discretion.

COMPETITION LAW

You must comply with United States antitrust laws, the competition rules of the European Union, and the competition laws of all other relevant jurisdictions.

API Provider

API Provider – Grants and Obligations

For each API, API Providers may provide data, including but not limited to the URLs applicable to such API on the API Provider’s websites (“API Provider Sites”), a brief description of the API, API technical documentation, connectivity of the API Hub to the API in the sandbox or production environment, to facilitate consumer’s evaluation, the API pricing parameters (free use, unique object pricing, or subscription), any overage fees and any other applicable terms and conditions (e.g., service level standards) (collectively, “API Content/Terms”). Each API is the property and owned by the API Provider subject to the API Content/Terms.

API Provider grants IATA the right to list the APIs and the API Content/Terms provided by API Provider (or a party on its behalf) via the Hub Service. Further, API Provider consents to IATA’s use of its name and, if applicable, API Provider’s company’s name and logo on the Site and our publicly-available online and printed materials, identifying API Provider (and, if applicable, API Provider’s company) as part of the IATA API Hub.

API Provider, not IATA, is responsible for monitoring and enforcing the API Content/Terms applicable to each API to which it grants an API Consumer access. API Provider acknowledges and agrees that IATA will not be liable for any actual or alleged breach of the terms and conditions governing the use of APIs by API Consumer (or any damages arising from or related to such actual or alleged breach).

API Provider represents and warrants that (a) all representations and warranties made by API Provider with respect to the APIs it lists via the Hub Service are true and accurate; and (b) it owns (or has full rights to) to market, promote, offer to sell, sell, grants access to, and distribute the APIs it lists via the Hub Service and all API Content/Terms posted to the Hub Service.
In the event IATA provides API Consumer email addresses or other contract information to an API Provider, such API Provider may use such email addresses or other contact information solely to provide API Provider's APIs to API Consumer in connection with the Hub Service.

**API Provider – Payments**

IATA reserves the right to collect subscription fees on your behalf at rates to be determined and notified to you by IATA. The API provider reserves the right to remove any API subscription plans from the Hub Service should they decide not to utilize IATA's subscription collection features.

**API Consumer**

**API Subscription Packages**

API Consumers may browse APIs posted by API Providers. API Providers shall have the right to define and charge for subscription plans through the IATA API Hub. IATA (if applicable) may collect subscription plan fees paid by API Consumers on behalf of the API Providers.

**API HUB ACCESS FEES**

IATA reserves the right to charge both API Consumers and API Providers access fees for the use of the IATA API Hub.

**User Content**

IATA reserves the right, but does not have the obligation, to remove, screen, or edit any content, links, comments or materials posted or stored on the Hub Service, including API Content/Terms (collectively, “User Content”) at any time and for any reason without notice. You will not (and will not allow or authorize any third-party to) post, upload to, transmit, distribute, store, create, solicit, disclose, or otherwise publish through the Hub Service any User Content that is restricted by these Terms.

**Restrictions**

Except as expressly authorized by these Terms, you may not:

- modify, disclose, alter, translate, or create derivative works the Hub Service (or any components thereof);
- license, sublicense, resell, distribute, lease, rent, lend, transfer, assign, or otherwise dispose of the Hub Service (or any components thereof);
• disassemble, decompile, or reverse engineer the software components of the Hub Service;
• use the Hub Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
• use the Hub Service to store or transmit any viruses, software routines or other code designed to permit unauthorized access, disable, erase, or otherwise harm software, hardware, or data, or to perform any other harmful actions;
• copy, frame, or mirror any part or content of the Hub Service;
• build a competitive product or service, or copy any features or functions of the Hub Service;
• interfere with or disrupt the integrity or performance of the Hub Service;
• attempt to gain unauthorized access to the Hub Service or their related systems or networks;
• remove, alter, or obscure any proprietary notices in or on the Hub Service including copyright notices;
• cause or permit any third-party to do any of the foregoing; or
• interfere in any manner with the enjoyment of the Hub Service of any other user.

Unless otherwise expressly indicated in these Terms, (a) all user profiles and user contact information, and (b) all information, materials, and content of the Hub Service, including text, graphics, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces, source and object code, format, queries, algorithms, and other content (collectively, “IATA Materials”) are exclusively owned by IATA or are used with permission. You may not use or disclose any of the IATA Materials without IATA’s express prior written consent. Nothing in these Terms shall imply that APIs of API Providers form part of IATA Materials.

When you post, link, or otherwise make available User Content to the Hub Service, you grant IATA a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, distribute, perform, and display such content throughout the world in any manner or media on the Site. IATA reserves all rights not expressly set forth in these Terms.

**COPYRIGHT POLICY**

IATA users may report content that appears on/via the Site or Hub Service to IATA that he/she thinks violates these Terms, and IATA may remove such content, suspend or terminate the account of the user who made posted such content and/or take additional action to enforce these Terms against such user.
FEEDBACK

Any suggestions, comments, or other feedback provided by you to IATA with respect to the Hub Service or IATA (collectively, “Feedback”) will constitute confidential information of IATA. IATA will be free to use, disclose, reproduce, license, and otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind, on account of intellectual property rights or otherwise.

LINKS

You are granted a limited, non-exclusive right to create a text hyperlink to the Hub Service for noncommercial purposes, provided such link does not portray IATA or any of its products and services in a false, misleading, derogatory, or defamatory manner and that the linking site does not contain any material that is offensive, illegal, harassing, or otherwise objectionable. This limited right may be revoked at any time. IATA makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of third-party sites accessible by link from the Hub Service or Site. IATA provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement, or adoption by IATA of the corresponding site or any information contained in (or made available via) that site. When you leave the Site, IATA terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data-gathering practices, of any site to which you navigate from the Site.

THIRD-PARTY ADVERTISING

IATA may run advertisements and promotions from third parties through or in connection with the Hub Service or may provide information about or links to third-party products or services. Your dealings or correspondence with, or participation in promotions of, any such third parties, and any terms, conditions, warranties, or representations associated with such dealings, correspondence, or promotions, are solely between you and the applicable third party. IATA is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, correspondence, or promotions or as the result of the presence of such advertisers or third-party information made available through the Hub Service.

TRADEMARKS

IATA’s name, trademarks, logos, and any other IATA product, service name, or slogan included in the Hub Service are property of IATA and may not be copied, imitated, or used (in whole or in part) without IATA’s prior written consent. The look and feel of the
Hub Service and the Site, including all custom graphics, button icons, and scripts constitute service marks, trademarks, or trade dress of IATA and may not be copied, imitated, or used (in whole or in part) without IATA’s prior written consent. All other trademarks, registered trademarks, product names, and company names or logos mentioned in the Hub Service (“Third-Party Trademarks”) are the property of their respective owners, and the use of such Third-Party Trademarks inures to the benefit of each owner. The use of such Third-Party Trademarks is intended to denote interoperability and does not constitute an affiliation by IATA and its licensors with such company or an endorsement or approval by such company of IATA or its licensors or their respective products or services.

**SUSPENSION OR TERMINATION**

IATA may, at its sole discretion, suspend or terminate your license to access or use the Hub Service at any time and for any reason without notice. You must stop accessing or using the Hub Service immediately if IATA suspends or terminates your license to access or use the Hub Service. IATA reserves the right, but does not undertake any duty, to take appropriate legal action including the pursuit of civil, criminal, or injunctive redress against you for continuing to use the Hub Service during suspension or after termination. IATA may recover its reasonable attorneys’ fees and court costs from you for such actions. These Terms will remain enforceable against you while your license to access or use the Hub Service is suspended and after it is terminated. Except for the license granted to you to access and use the Hub Service and all payment terms, all of the terms, conditions, and restrictions set forth in these Terms will survive the termination of these Terms.

API Providers and API Consumers acknowledge and agree that IATA may remove any API or any API Content/Terms at IATA’s sole discretion.

API Consumer may terminate its subscription at any time by selecting Unsubscribe.

**DISCLAIMER**

YOUR USE OF THE HUB SERVICE IS AT YOUR SOLE RISK. THE HUB SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. IATA DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THESE TERMS, THE HUB SERVICE, ANY OF THE APIS PROVIDED VIA THE HUB SERVICE, ANY API CONTENT/TERMS, ANY USER CONTENT, THE SITE (INCLUDING ANY INFORMATION AND CONTENT MADE AVAILABLE VIA THE SITE AND THE IATA MATERIALS), THIRD-PARTY INFRASTRUCTURE (AS DEFINED BELOW) AND THIRD-PARTY TRADEMARKS, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF
CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, NON-INFRINGEMENT, AND CONDITION OF TITLE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IATA DOES NOT WARRANT, AND DISCLAIMS ALL LIABILITY FOR (A) THE COMPLETENESS, ACCURACY,_AVAILABILITY, TIMELINESS, SECURITY, OR RELIABILITY OF THE HUB SERVICE, ANY OF THE APIS PROVIDED VIA THE HUB SERVICE, ANY USER CONTENT, THE SITE (INCLUDING ANY INFORMATION OR CONTENT MADE AVAILABLE VIA THE SITE), OR THIRD-PARTY TRADEMARKS; (B) ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE HUB SERVICE AND ANY API MADE AVAILABLE VIA THE HUB SERVICE; (C) THE DELETION OF, OR THE FAILURE TO STORE OR TRANSMIT, ANY USER CONTENT AND OTHER COMMUNICATIONS MAINTAINED BY THE HUB SERVICE; AND (D) WHETHER THE HUB SERVICE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

INDEMNIFICATION

You agree, at your sole expense, to defend, indemnify and hold IATA (and its directors, officers, employees, consultants and agents) harmless from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys’ fees, costs, penalties, interest and disbursements) for any death, injury, property damage caused by, arising out of, resulting from, attributable to or in any way incidental to any of your conduct or any actual or alleged breach of any of your obligations under these Terms (including, but not limited to, any actual or alleged breach of any of your representations or warranties as set forth in these Terms).

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IATA WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR RELATED TO THESE TERMS, THE HUB SERVICE, ANY OF THE APIS PROVIDED VIA THE HUB SERVICE, ANY API CONTENT/TERMS, ANY USER CONTENT, THE SITE (INCLUDING ANY INFORMATION AND CONTENT MADE AVAILABLE VIA THE SITE AND IATA MATERIALS), THIRD-PARTY INFRASTRUCTURE OR THIRD-PARTY TRADEMARKS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF
LIABILITY (CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY), EVEN IF IATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF IATA ARISING OUT OF OR RELATED TO THESE TERMS, THE HUB SERVICE, ANY OF THE APIS PROVIDED VIA THE HUB SERVICE, ANY API CONTENT/TERMS, ANY USER CONTENT, THE SITE (INCLUDING ANY INFORMATION OR CONTENT MADE AVAILABLE VIA THE SITE), THIRD-PARTY INFRASTRUCTURE OR THIRD-PARTY TRADEMARKS EXCEED ONE HUNDRED U.S. DOLLARS (USD $100.00).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

IATA reserves the right, but does not have the obligation, to review, screen, or monitor any links to any APIs or any API Content/Terms (as defined below) at any time and for any reason without notice.

**ARBITRATION**

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH IATA AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM IATA.

In the event of any controversy or claim arising out of or relating in any way to these Terms or the Hub Service, you and IATA agree to consult and negotiate with each other and, recognizing your mutual interests, try to reach a solution satisfactory to both parties. If we do not reach settlement within a period of 60 days, then either of us may, by notice to the other demand mediation under the mediation rules of the American Arbitration Association in New York City, New York. We both give up our right to litigate our disputes and may not proceed to arbitration without first trying mediation, but you and IATA are NOT required to arbitrate any dispute in which either party seeks equitable and other relief from the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. Except as otherwise required under applicable law, you and IATA intend and agree: (a) not to assert class action or representative action procedures and agree that they will not apply in any arbitration involving the other; (b) not to assert class action or representative action claims against the other in arbitration or otherwise; and (c) will only submit individual claims in arbitration and will not seek to represent the interests of any other person or entity.
If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim will be resolved by arbitration in accordance with the rules of the American Arbitration Association before a single arbitrator in San New York City, New York. The language of all proceedings and filings will be English. The arbitrator will render a written opinion including findings of fact and law and the award and/or determination of the arbitrator will be binding on the parties, and their respective administrators and assigns, and will not be subject to appeal. Judgment may be entered upon the award of the arbitrator in any court of competent jurisdiction. The expenses of the arbitration will be shared equally by the parties unless the arbitration determines that the expenses will be otherwise assessed and the prevailing party may be awarded its attorneys’ fees and expenses by the arbitrator. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 90 days from the date the arbitrator is appointed. The arbitrator may extend this time limit only if failure to do so would unduly prejudice the rights of the parties. Failure to adhere to this time limit will not constitute a basis for challenging the award. Consistent with the expedited nature of arbitration, pre-hearing information exchange will be limited to the reasonable production of relevant, non-privileged documents, carried out expeditiously.

MISCELLANEOUS

Independent Contractors
Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner, or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

Assignment
You may not assign, delegate, or transfer (by sale, merger, operation of law, or otherwise) these Terms or any right, title, interest, or obligation hereunder without the prior written consent of IATA. Any attempted or purported assignment, delegation, or transfer in violation of the foregoing will be null and void and without effect. IATA may assign these Terms without your prior written consent. These Terms will be binding and inure to the benefit of such assignees, transferees, and other successors in the interest of the parties in the event of an assignment or other transfer made consistent with the provisions of these Terms.

Third-Party Infrastructure
Notwithstanding any terms to the contrary in these Terms, you acknowledge and agree that IATA uses a third-party hosting infrastructure in connection with the Hub Services
(“Third-Party Infrastructure”), the provider(s) of the Third-Party Infrastructure disclaim and make no representation or warranty with respect to such Third-Party Infrastructure, and IATA assumes no liability for any claim that may arise with respect to such Third-Party Infrastructure.

**Electronic Communications**

By using the Hub Service, you agree that we may communicate with you electronically regarding your use of the Hub Service and that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that the communications be in writing. To withdraw your consent from receiving electronic notice, please notify us at openapi@iata.org.

**Severability**

If any provision of these Terms is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of these Terms will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by these Terms is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify these Terms so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

**Force Majeure**

IATA is not responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control including, but not limited to, acts of God (fire, storm, floods, earthquakes, etc.), acts of terrorism, civil disturbances, pandemics, disruption of telecommunications, disruption of power or other essential services, interruption or termination of services provided by any service providers used by IATA, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party.

**QUESTIONS**

If you have any questions regarding the use of the Hub Service, please email IATA at openapi@iata.org.