

General Terms and Conditions for the use of the Lufthansa Cargo private API

(Version: March 2019)

These General Terms and Conditions for the use of the Lufthansa Cargo API (“GTC”) shall apply to all business relations between Lufthansa Cargo AG, Frankfurt Airport, Gate 21, Building 322, 60546 Frankfurt am Main (“Lufthansa”) and the Licensee identified in the applicable superordinate Specification of Services Agreement (“SSA”).

The SSA, together with the terms and conditions set forth in these GTC, shall constitute the entire agreement between Lufthansa and Licensee with respect to the subject matters contemplated in the superordinate SSA.

Any terms and conditions of the Licensee as well as any terms and conditions deviating, contradicting or supplementing these Lufthansa's GTC shall not become or form a part of the business relation, neither by reference nor by implication, unless their application is explicitly agreed upon in a written form or agreed in the SSA.

1 Definitions

Save of definitions made in the SSA, in this GTC unless expressly stated otherwise:

“Affiliate(s)” means any entity or entities that directly or indirectly controls, is controlled by, or is under common control with, a party;

“Application” means any software application by which Licensee uses any Licensed Data and/or Service;

“Application Developer” shall mean any natural or legal person (irrespective of its legal form) who confirmed its acknowledgment and acceptance of these GTC by entering into the SSA with Lufthansa.

“API” means an application-programming interface;

“Confidential Information” shall include, but is not limited to, specific information related to a project or work effort contemplated by the Parties, as well as all other information related to either Party's past, present and future plans, businesses, activities, products, services, customers and suppliers;

“Data” means any information, in any form or format, including interim, processed, compiled, summarized, or derivative versions of such data or information, that may exist in any system, database, or record;

“Intellectual Property Rights” means all copyright, moral rights, patent rights, trade marks, design rights, rights in or relating to databases, rights in or relating to confidential information, rights in relation to domain names, and any other intellectual property rights (registered or unregistered) throughout the world;

“Keys” means the unique security keys, secrets, tokens, passwords or other credentials used for accessing the Service and managing your account;

“Licensed Data” means:

- I. all Lufthansa public data submitted by or on behalf of Lufthansa,
- II. personal data submitted by or on behalf of Lufthansa; personal data mean any information concerning the personal or material circumstances of an identified or identifiable natural person

("data subject"), in which case the parties shall enter into a separate agreement suitable for the processing of personal data,

- III. all data provided on the air freight logistics processes, particularly customer number, AWB number, commodity short description, drop-off or pick-up time, products, price, quotation, product offer ID, freight capacity, booking status and all related descriptive information,
- IV. all Data obtained, developed, produced or processed by the Licensee in connection with this GTC, and
- V. any successors, equivalents or derivatives of any of the above, whether now known or hereafter devised, and in any medium or format; for example, copying or tracking of any portion of Licensed Data to create a separate set of information or database constitutes a derivative and is within the definition of Licensed Data.

"Lufthansa Governing Policies" can be found online at www.lufthansa-cargo.com: [General Terms](#) and [Data Privacy Statement](#).

"Lufthansa Trademark(s)" means such trademarks, logos, brands and company names used to designate the products and services of the Lufthansa and its Affiliates;

"Lufthansa Website(s)" means any website owned or operated by Lufthansa or any website nominated by Lufthansa (including but not limited to those of its Affiliates), including in each case all subdomains and corresponding international domains, however accessed (e.g., desktop, mobile applications);

"Service" means the API and Licensed Data provided by Lufthansa in context with and for the Purpose set forth in the SSA;

"Usage Limits" means a given level of usage per time period for access to Service.

2 Service

Subject to the agreements made between Licensee and Lufthansa in the applicable SSA, Lufthansa shall grant Licensee certain Licensed Data and Service, which Licensee shall use to develop services that combine Data with third party Application.

Lufthansa provides the Service and Licensed Data to Licensee subject to this GTC. Licensee agrees to be bound by this GTC and the Lufthansa Governing Policies. To the extent of any conflict between any of the Governing Policies and this GTC, the terms and conditions of this GTC shall prevail. Service and Licensed Data shall be used only by Licensee for the development of Application.

3 Developer and Account Keys

In order to obtain access to the Service and Licensed Data, Licensee must either create a developer account or contact Lufthansa by e-mail. Upon providing Registration Data, and subject to any other terms and conditions set forth herein, Licensee will be issued one or more Keys. Licensee may not sell, transfer, sublicense or otherwise disclose Licensee Keys to any other party. If Licensee becomes aware of any unauthorized use of Licensee Keys, Licensee agrees to notify Lufthansa immediately. Notwithstanding the foregoing, or anything to the contrary, Licensee is fully responsible for all activities that occur using Licensee Keys. Licensee is similarly responsible for ensuring that the Registration Data provided by Licensee is at all times accurate, current and complete. Licensee agrees that Lufthansa stores and processes its personal data in a machine-readable form. Personal data of Licensee will not be transferred to third parties without the Licensees express written consent. Licensee failure to provide accurate, current and complete Registration Data may result in the Lufthansa terminating Licensee ability to use the Service by terminating Licensee Keys.

4 Licensee Obligations and Conduct

1. Licensee agrees to use the Service and Licensed Data only for purposes: (a) that are permitted by this GTC; (b) that are permitted by any applicable third party contract, law, or regulation in the relevant jurisdictions; and (c) that comply with the Lufthansa Governing Policies made available to Licensee by the aforementioned Lufthansa sites.
2. Licensee hereby specifically agrees that the Licensed Data and/or Service, or any portion thereof, will not be used to:
 - I. transmit spam or upload, post or otherwise transmit Licensed Data that is inaccurate, harmful, obscene, defamatory, racist or is otherwise offensive to others;
 - II. pretend to be the Lufthansa, any of its Affiliates, or an agent of the Lufthansa or its Affiliates or someone else, or otherwise misrepresent Licensee identity or affiliation;
 - III. forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any Licensed Data transmitted through the Service;
 - IV. engage in activities that would violate any fiduciary relationship, any applicable local, state, national, or international law, or any regulations having the force of law;
 - V. upload, post, transmit or otherwise make available messages that promote pyramid schemes, chain letters, or disruptive commercial messages;
 - VI. download any file posted by another that Licensee know, or reasonably should know, cannot legally be distributed in such manner;
 - VII. interfere with or disrupt the Licensed Data or Service, servers or networks connected with the Lufthansa APIs, or disobey any requirements, procedures, policies or regulations connected thereto;
 - VIII. promote or provide instructional information about illegal activities;
 - IX. provide, procure or permit third party access to the Service or Licensed Data unless expressly authorized by the Lufthansa;
 - X. violate or infringe anyone's Intellectual Property Rights;
 - XI. transmit software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; or
 - XII. be injurious to the interests of the Lufthansa, or other users of the Service as determined by the Lufthansa in its sole discretion.
3. Notwithstanding anything to the contrary, Licensee agrees that if Licensee displays the Licensed Data or Service in a way that the Lufthansa finds unacceptable for any reason, including if Licensee display violates the Agreement, Lufthansa may require that Licensee immediately change or cease Licensee access to Licensed Data and Service and/or the display of Licensed Data.
4. Licensee expressly agrees that it is Licensee's responsibility to evaluate and bear all risks associated with Licensee's use of any Licensed Data or Service, including any reliance on the accuracy, completeness, or usefulness of the Licensed Data and the risks of unauthorized access.
5. Licensee expressly agrees that Licensee has the sole responsibility for adequate protection and backup of data and/or equipment used by Licensee in connection with the Service.
6. Licensee agrees to provide Lufthansa with access to Licensee's Application and/or other materials related to Licensee's use of the Service as reasonably requested by Lufthansa to verify Licensee's compliance with this GTC. Licensee agrees that Lufthansa may monitor online Applications and Licensee agrees not to block or interfere with such efforts by the Lufthansa.
7. Licensee agrees that the Lufthansa may (i) modify, suspend or terminate Licensee's access to the Service or any of its Licensed Data or Service (ii) remove any Licensed Data from the Service at any time without any liability to Licensee and without the requirement of providing prior notice.

8. Licensee is solely responsible for Applications Licensee has developed, and Lufthansa is not liable to Licensee or any other party (including the End-User) for damages of any sort resulting from use of the Application. Licensee indemnifies, defends and holds harmless Lufthansa and its Affiliates from any and all losses, liabilities, fines, damages, costs and expenses including legal fees, judgment, interest and penalties arising from or in connection with the Application.
9. Licensee is solely responsible for the quality of the technical solution Licensee has developed using the Licensed Data or Service, and Lufthansa is not liable to Licensee or any other party (including the End-User) for damages of any sort resulting from any decision by the Lufthansa to reject Licensee's requests to the Licensed Data or Service.
10. Licensee shall not engage in any 'screen scraping', any automated algorithm, device, method, system, software or manual process to access, use, search, copy, monitor or extract Data (in whole or in part) from or through any Lufthansa Website. Licensee shall take all reasonable steps to prevent third parties from screen scraping or the use of other automated data collection of the Licensed Data from Licensee's Application.
11. Licensee confirms that he is of legal age under applicable laws and considered to be legally competent to enter into this agreement.

5 Data License and Content

1. Lufthansa grants to the Licensee a non-exclusive, worldwide license to copy, distribute, modify, develop, enhance, publicly perform, publicly display, and otherwise use the Licensed Data in connection with the Licensee's Application solely as permitted by this GTC.
2. Notwithstanding the foregoing sentence (i) the Licensee may not modify or enhance the core content of the Licensed Data but shall be entitled to modify or enhance the format, or manner of presentation, of the Licensed Data; and (ii) the Licensee may grant a sub-license to End Users to permit them to use and view the Licensed Data in connection with the use of the Licensee's Applications. Nothing in this GTC permits the Licensee or its Affiliates to redistribute or permit the redistribution of the Licensed Data or to use any other data other than the Licensed Data.
3. Licensed Data shall not be used or accessed by the Licensee for any purposes other than those expressly authorized by this GTC or by Lufthansa via separate, prior written approval. The Licensee must not combine, associate, synthesize or reverse engineer Licensed Data. In addition the Licensee must not directly or indirectly engage in any of the following activities: (i) use or disclosure of Licensed Data in a way that may adversely affect Lufthansa, including any use by or disclosure to other airlines or third parties (e.g., the Licensee must never provide information relating to search patterns or statistics that are linked to or otherwise identify the Lufthansa's products or services), or (ii) any kind of commercialization, marketing, advertising, licensing or resale that is based on Licensed Data other than as expressly authorized by this GTC (e.g., targeted advertising to consumers based on the Lufthansa Trademarks). Nothing in this GTC conveys any rights or interest in Licensed Data to the Licensee.
4. Without the Lufthansa's prior written approval, the Licensee may not share, transmit or redistribute Licensed Data with or to or through other Licensees, distributors, intermediaries or entities, except for those that have been expressly approved in writing by Lufthansa.
5. Lufthansa makes no representation that Licensee's use of the Service, including the use of the Licensed Data, will comply with applicable laws or that they were designed to comply with applicable laws. Additionally, Lufthansa does not represent, warrant or guarantee the truthfulness, accuracy, quality or reliability of any of the Licensed Data posted, displayed, linked to or otherwise transmitted via the Service.
6. In the event that the Licensee has cause to believe that any Licensed Data held or displayed by the Licensee or any of its Affiliates is being accessed or used by third parties other than in accordance with this GTC, the Licensee shall promptly notify Lufthansa and provide all reasonable assistance to identify and stop the method of such third party access.

6 Publicity and Trademark Use

1. Licensee shall not use Lufthansa or any Affiliate of Lufthansa's customers in any marketing, advertising or other publicity without the Lufthansa's prior written consent.
2. Licensee agrees that it will not: create, acquire, license or support any internet keyword or search term which contains any of the Lufthansa Trademarks.
3. The Licensee agrees that it will not: register any trademark, trade name, trade dress, service mark, or domain name that is identical to or confusingly similar to any of the Lufthansa Trademarks.
4. In case Lufthansa grants the Licensee permission to use the trademarks of Lufthansa or its Affiliates such permission is limited to the materials approved in writing by Lufthansa and is subject to any other restrictions notified to Licensee from time to time and is subject to the Licensee agreement not to alter the Lufthansa Trademarks in any manner; or utilize the Lufthansa Trademarks in any manner that would diminish their value or harm the reputation of Lufthansa.

7 Intellectual Property and License

1. As between the Parties, all Intellectual Property Rights in the Licensed Data shall be the sole property of Lufthansa.
2. As between the Parties, Licensee shall grant Lufthansa a royalty free, non-exclusive, worldwide license for Lufthansa's internal purposes concerning APP developed by Licensee within the Service or Licensed Data under this GTC. Such non-exclusive license does not contain any distribution right for Lufthansa.
3. The Licensee agrees and understands that Lufthansa may be evaluating similar proposals and/or transactions with other parties, including, but not limited to potentially competing companies, and may be considering, currently or in the future, internal developments similar to those being discussed by the Parties. Nothing in this GTC shall restrict the right of Lufthansa to create, protect (whether by patent, trademark, copyright, trade secret or other means), procure or market any products or services, including, but not limited to those that may be competitive with those offered by Licensee. Licensee further agrees not to challenge or make claims against or to such Lufthansa products or services.
4. Licensee understand and acknowledge that Lufthansa may be independently creating applications, content and other products or services that may be similar to or competitive with Licensee Application and its content, and nothing in this GTC will be construed as restricting or preventing Lufthansa from creating and fully exploiting such applications, content and other items, without any obligation to Licensee.
5. This GTC shall not be construed to limit either party's right to independently develop or acquire Application or services without use of the other party's Confidential Information. Nothing in this GTC deprives either party of the ownership rights to any independently developed or received information.

8 Non-disclosure, Secrecy

1. All contractual and personal data and other information (irrespective of whether in the written, verbal or other form) shall be subject to secrecy; whether marked as confidential or not.
2. The recipient of any Confidential Information will not disclose that Confidential Information except to its Affiliates, employees and professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use such Confidential Information only to exercise rights and fulfill obligations under this GTC, while using reasonable care to protect it. The

recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

3. Upon the request of the disclosing party and/or at the termination or expiration of this GTC or at any other time, the party receiving any Confidential Information shall promptly return or destroy the Confidential Information of the disclosing party and cease all further use of that Confidential Information.
4. The Parties agree that information will not be considered Confidential Information to the extent, but only to the extent, that such information: (i) is already known to the receiving party free of any confidentiality obligation at the time it is obtained; (ii) is or becomes publicly known through no breach of agreement or other wrongful act of the receiving party; (iii) is rightfully received by the receiving party from a third party without restriction and without breach of this GTC; or (iv) is independently developed by the receiving party without reference to the Confidential Information of the other party, which can be demonstrated by written record.

9 Data Protection and Privacy

The data protection and privacy information of Lufthansa is available at [Data Privacy Statement](#). The Licensee shall comply with all applicable laws including but not limited to all applicable data protection and privacy laws.

As between the Licensee and Lufthansa, all right, title and interest in and to Licensed Data, including interim, processed, compiled, summarized and derivative versions of Licensed Data that may exist in any system, database or record, and any successors or equivalents is and will be solely owned by Lufthansa and will be handled pursuant to and in accordance with the Lufthansa's Privacy Policy. The Licensee will not adopt, apply or publish any Privacy Policy inconsistent with the foregoing.

With regard to the preparation, conclusion, performance or termination of an agreement between the parties, it may be required that the parties furnish each other with personal data (such as employee name, contact details, etc.) and therefore use such personal data. Each party shall be responsible for complying with legal obligations applicable to its processing of personal data; in particular, each party, as a controller in terms of the EU General Data Protection Regulation (Regulation (EU) 2016/679), shall be responsible for (i) the legitimacy of the transmission of personal data to the other party, and (ii) upon it received personal data from the other party, to use such received personal data in a legitimate way, only. To the extent that a party requires assistance of the respective other party in the performance of mandatory statutory obligations, the other party will refuse to provide assistance only if it requires disproportionate efforts or if its assistance is not permitted by law.

10 Term and Termination

This GTC will apply as of the effective date of the respective SSA and as long as such SSA will be effective.

On expiry or termination of this GTC:

- I. Lufthansa will cease providing the Licensee with Licensed Data and/or Service; and
- II. The Licensee and its Affiliates will immediately cease using the Licensed Data and/or Service and licensed trademarks in its Application, services and materials.
- III. The parties shall return Confidential Information to the party who disclosed it.

11 Lufthansa Modifications and Support

Lufthansa has no obligation to provide Licensee or Licensee users with support, software upgrades, enhancements, or modifications to the Service. Licensee understand and agree that Licensee is solely responsible for providing user support and any other technical assistance for Licensee Applications.

12 Warranties

1. Neither Lufthansa nor any of its third party suppliers make any warranty of any kind regarding the Licensed Data and/or Service or availability thereof which are provided on an "as is" basis. Neither Lufthansa nor any of its third party suppliers warrant the accuracy, completeness, currency or reliability of any of the content or data provided and Lufthansa expressly disclaim all warranties and conditions, including implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade. Neither Lufthansa nor any of its third party suppliers warrant that the Licensed Data and/or Service are free of viruses or other harmful components.
2. The Lufthansa Licensed Data and/or Service are provided solely as a convenience from Lufthansa to Licensee. If Licensee decides to access such Licensed Data and/or Service, Licensee acknowledges and agrees to do so at its own risk and furthermore is aware that Licensed Data and/or Service may be not available at all times because of Usage Limits.
3. Licensee acknowledge and agrees that Lufthansa may modify the Licensed Data and/or Service at any time and such modification may create technical issues with Applications Licensee has developed, including rendering them unusable until such time as Licensee has modified the application for use with the modified Licensed Data and/or Service and Licensee agree that Lufthansa shall have no liability for such.

13 Limitation of Liability

1. Nothing in this GTC excludes or limits liability in respect of:
 - I. death or personal injury caused by negligence;
 - II. fraudulent misrepresentation; and
 - III. liability which cannot otherwise be limited or excluded under applicable law.
2. Subject to clause 13.1, for damage to property and financial losses, Lufthansa liability is limited to the contractually typical and foreseeable losses. Licensee acknowledges and agrees that Lufthansa is not liable for any inaccuracies, errors in, or omissions from any Licensed Data and/or Service.
3. Subject to clauses 13.1 and 13.2, the liability of Lufthansa under or in connection with this GTC, is limited to the value of the agreement; for ongoing compensation, it is limited to the amount of the fees per contract year.

14 Indemnity

The Licensee will (except in respect of death of or injury to any person resulting from the negligence of Lufthansa) fully indemnify and keep fully indemnified (including in respect of legal costs and expenses)

Lufthansa, and any corporate body within its Group, against all claims, demands, proceedings, damages, costs, charges, losses and expenses of whatever nature caused by breach of the terms of this GTC by the Licensee.

15 Miscellaneous

1. Should individual terms be or become ineffective or should this GTC contain any omission, the legal effectiveness of the remaining terms shall hereby remain unaffected. Instead, the Parties are obligated to replace the ineffective regulation with a regulation that approaches the economic outcome intended by the replaced regulation as closely as possible.
2. This GTC is personal to the Parties. The Parties shall not assign, sub contract or transfer any agreement under this GTC without the other party's prior written consent.
3. Each of the Parties understands and agrees that this GTC is non-exclusive and that each of the Parties may enter into similar agreements with third parties.
4. The failure or delay of either party to exercise any right or remedy in connection with this GTC shall not operate as a waiver of that right or remedy; and the waiver of any breach or infringement shall not operate as a waiver of any subsequent breach or infringement. No waiver shall be effective unless it is in writing, duly signed and communicated to the other party.
5. Amendments and supplements to this GTC require the written form. This shall also apply to any amendment of the written form requirement.
6. German law applies solely. The UN Convention relating to a uniform law on the international sale of goods shall not be applicable. The place of jurisdiction is Frankfurt/ Main.