

API & INTEGRATION ADDENDUM

Status: Standalone Module

Incorporation: Incorporated by reference into Section 7 of the Brihos Master Terms of Use.

Applicability: Applies strictly to all Users, developers, Accommodation Providers, and Travel Agents accessing, integrating with, or utilizing Brihos APIs, SDKs, webhooks, or technical services.

1. LICENSE & COMPLIANCE ELIGIBILITY

1.1 Limited License

Brihos grants the User a limited, non-exclusive, non-transferable, revocable license to access and use the APIs solely to pull real-time availability and transmit authorized business payloads.

1.2 Prohibited Restrictions

The User shall not:

- Sublicense or reverse engineer the APIs.
- Create competing platforms or downstream software using API outputs.
- Access endpoints for competitive benchmarking or malicious load testing.
- Utilize integration pathways contrary to published technical documentation.

1.3 SDKs

Any software development kits (SDKs), sample code, libraries, documentation or developer tools made available by Brihos shall form part of the APIs and remain subject to this Addendum.

2. SECURITY, CREDENTIALS, & TOKEN ACCOUNTABILITY

2.1 API Credentials

Brihos may issue API keys, tokens, OAuth credentials, webhooks, and SDK identifiers to authorized systems.

2.2 Credential Security

The User must maintain strict confidentiality of all issued credentials and implement robust systems access controls.

2.3 Token Accountability

The User remains responsible for all activities, database modifications, data extractions, or booking modifications performed under its assigned credentials or employee sub-accounts. The User must notify Brihos immediately of any actual or suspected security compromise.

3. USAGE & RATE LIMITING

3.1 Fair Usage Mandate

The User shall access APIs responsibly and shall not generate excessive requests that destabilize Platform performance.

3.2 Operational Restrictions

Brihos may impose usage limits, bandwidth restrictions, request quotas, and concurrency limits to preserve platform integrity.

3.3 Look-to-Book (L2B) Protection

To protect system architecture from excessive search scripts that generate high cloud costs, programmatic partners must maintain commercially reasonable booking conversion metrics.

3.4 Excessive Usage Enforcement

Where API usage creates material infrastructure or operational costs, Brihos may restrict usage, throttle data throughput speeds, or implement reasonable usage-based charges upon prior written notice.

4. MONITORING & PLATFORM INTEGRITY

4.1 Activity Auditing

Brihos may actively monitor search volumes, availability queries, booking conversions, cancellation ratios, and system load.

4.2 Misuse Investigations

Brihos reserves the right, acting reasonably and in accordance with Applicable Laws, to investigate excessive, abusive, automated, or commercially unreasonable API usage patterns. The User shall cooperate fully with reasonable investigations relating to API misuse.

5. WEBHOOKS & EXCLUSION OF FUNDS CUSTODY

5.1 Event Notifications

Brihos may provide webhook-based notifications regarding real-time bookings, cancellations, modifications, inventory updates, and pricing updates.

5.2 Delivery Disclaimer

Brihos does not guarantee uninterrupted delivery, correct ordering, or duplicate-free transmission. The User shall maintain its own independent reconciliation mechanisms.

5.3 Total Exclusion of Platform Escrow

Because the Brihos Platform operates purely as a SaaS provider and technical intermediary, no API endpoint or webhook connection collects, holds, settles, or processes customer booking funds or escrow deposits. Unless expressly stated otherwise by Brihos, programmatic payment link generations shall route directly through peer-to-peer payment pipelines or other approved payment mechanisms.

6. API VERSIONING & DEPRECATION

6.1 Version Management

Brihos may introduce new API versions, revised schemas, and additional technical endpoints to improve the Software Suite.

6.2 Deprecation Windows

Brihos may retire older API versions upon prior notice. Continued use of deprecated versions after the notice period may result in immediate service interruption.

7. THIRD-PARTY SERVICES & SUPPLIER DISRUPTIONS

7.1 Supported Bridges

The Platform integrates with external distribution networks, channel managers, CRS providers, PMS providers, and payment gateways .

7.2 Supplier System Disclaimer

Brihos does not control and is not responsible for the availability, security, uptime, performance, or data accuracy of independent third-party platforms. If an external supplier's server experiences disruptions, distorts rates, or fails to transmit a reservation payload, the User must resolve the dispute directly with that supplier.

7.3 AI Data Streams

Where programmatic endpoints ingest or pass dynamic AI-generated outputs (such as automated pricing metrics or chatbot payloads), the User acknowledges that these are informational suggestions only and must be manually verified before live deployment.

8. SERVICE AVAILABILITY & ARCHIVING

8.1 Maintenance Outages

Brihos does not guarantee uninterrupted availability of its integration networks and may temporarily suspend API access for maintenance, updates, or infrastructure migrations.

8.2 Data Storage and Backups

Brihos performs system-wide disaster recovery backups but does not guarantee continuous extraction of historical API traffic logs. Programmatic partners must maintain local, independent digital archives of all transactional ledger payloads to ensure statutory tax and compliance tracking.

8.3 Technical Support

Technical support, if provided, shall be governed by the applicable service plan, subscription agreement, service level agreement or support policy. Brihos shall have no obligation to provide technical support, custom development, integration assistance or troubleshooting services unless expressly agreed in writing.

9. PRIVACY & COMPLIANCE MANDATES

9.1 Dual Legal Tracks

In accordance with India's Digital Personal Data Protection Act, 2023 (DPDP Act), the privacy architecture is split based on data category:

- **Corporate B2B User Data (Brihos as Data Fiduciary):** Brihos determines the technical means of processing API registration details, identity metrics, and system telemetry.
- **End-Consumer / Guest Data (Brihos as Data Processor):** Brihos generally acts as a Data Processor in relation to Guest data processed through API integrations, except where Brihos independently determines the purpose and means of processing.

9.2 Fiduciary Defensibility

The User remains responsible for complying with applicable data protection obligations in relation to personal data transmitted through the integration pathways.

9.3 Marketing & CRM Restrictions

The User is strictly prohibited from pulling guest contact endpoints to deploy unsolicited marketing blasts or promotional text loops through connected APIs or CRM modules without verifiable guest opt-in authorizations.

9.4 Erasure & Database Shards

Upon receiving a formal erasure payload instruction sent by the User, Brihos will use reasonable efforts to process valid deletion requests within thirty (30) days, unless retention is required by Applicable Laws, security requirements or legitimate business needs.

9.5 Breach Notification Mechanisms

In the event of a technical system exploit or unauthorized access impacting personal data residing on the platform, Brihos will notify the User without undue delay, where required by Applicable Laws, and may provide relevant information reasonably necessary to support incident assessment and mitigation.

9.6 Cross-Border Data Flows

Personal data elements passed through the APIs may be processed or stored in secure infrastructure locations outside the User's jurisdiction, subject to legal safeguards and contractual protections.

9.7 Brihos IP Protection

Brihos retains all ownership rights in the APIs, technical documentation, schemas, software, and underlying intellectual property.

9.8 Data Ownership

The User retains ownership of data, content and records submitted, transmitted or processed through the APIs. Brihos retains ownership of the APIs, SDKs, technical documentation, schemas, software, integration tools and all related intellectual property rights. Except as expressly provided in this Addendum, no ownership rights are transferred between the parties.

10. CONFIDENTIALITY

Each party shall treat API credentials, technical documentation, schemas, rate information, inventory feeds, business information and other non-public information disclosed in connection with the APIs as confidential information. Neither party shall disclose such information except as required for authorized use of the APIs or as required by Applicable Laws.

11. SUSPENSION & INSTANT TERMINATION RIGHTS

Brihos may suspend dashboard access, revoke API keys, cancel programmatic access tokens, or terminate API access immediately if:

- Credentials or security tokens are compromised.
- Technical abuse, scraping, speculative booking patterns, or circumvention attempts are detected.
- Any unauthorized attempt is made to inject malicious code into payment interfaces, manipulate direct UPI link strings, generate fraudulent payment metrics, or exploit software loops to bypass banking setups.
- Subscription fees or associated integration payment obligations remain unpaid.

12. EXHAUSTIVE INDEMNITY BASELINE

The User agrees to defend, indemnify, and hold harmless Brihos, NCS Hospitality Technologies Private Limited, its affiliates, directors, officers, and employees from

all legal losses, civil claims, statutory fines, and litigation costs arising directly from:

- Technical misuse or programmatic abuse of the APIs or documentation.
- Security failures, data leaks, or credential compromises tracking back to the User's API keys or employee staff credentials.
- Breach of consumer data privacy boundaries, unauthorized marketing distributions, or DPDP Act defaults via API channels.
- Banking settlement disruptions, transaction tracking failures routing through local UPI interfaces, or property tax misconfigurations inside the panels, to the extent arising from the User's API implementation, configurations or integrations.
- Infringement claims caused by User materials or unauthorized software connections.

13. LIMITATION OF LIABILITY

To the maximum extent permitted by Applicable Laws, the APIs are provided strictly on an "as is" and "as available" basis. Brihos disclaims all liability for indirect, incidental, or consequential damages. Aggregate financial liability under this module is strictly bound to the baseline caps established in the Brihos Master Terms of Use.

In the event of any inconsistency, the Brihos Master Terms of Use shall prevail, except to the specific extent that this Addendum governs technical API licenses, SDKs, webhooks, developer access, and related integration features. In contrast, the Privacy Policy module shall strictly prevail over all other documents regarding the collection, processing, and protection parameters of personal data.