

## **AI Agent Terms of Use**

By using the AI Agent beta messenger, you acknowledge that you have read, understood and agree with these AI Agent Terms of Use. If you do not agree with any part of these terms, please do not use and interact with AI Agent and instead use the Expedia app in the usual way.

Age requirements. You must be 18 years of age or older to use AI Agent.

### **Interaction with AI Agent and AI Agent content**

AI Agent utilizes artificial intelligence (“AI”), including generative AI. We may partner with or use technology provided by third-party service providers or use third-party large language models in developing and providing the AI Agent service.

Please be aware that you are interacting with an AI tool designed to provide automated responses based on your queries and input. Responses you receive while using AI Agent are generated by a machine and not written by a human. While AI Agent’s recommendations (such as the hotels and activity suggestions) are based on content available on Expedia, the responses are generally based on publicly available information (the accuracy of which has not been verified by Expedia) along with the input you provide in the chat.

AI Agent’s responses might also include content or refer to services that are not available on Expedia. AI Agent’s responses do not necessarily reflect Expedia’s views and should not be attributed to Expedia.

Although AI Agent has been trained on a large amount of data and can produce realistic responses, it does not have the capacity for independent thought or decision-making and may generate unexpected or inaccurate responses. Please keep this in mind while using AI Agent.

### **Feedback**

We process data you may input into AI Agent, including chat queries, feedback, comments, ideas and suggestions for improvements (“Feedback”) and any generated data for purposes of providing you with access to AI Agent, for product improvement purposes, for quality and troubleshooting purposes, and other purposes in accordance with our [Terms of Service](#) and our [Privacy Statement](#).

### **Sharing and use of personal data**

In order for us to provide you with the most relevant responses, recommendations and information, we may process personal data such as your previous search history and booked trips on the Expedia site. If you disclose any personal data while using AI Agent (for example disclosing information about your family, your health or special travel requirements) we will use, share, or disclose (including to third party service providers we use to power AI Agent) such information to respond to your query and/or enable other functionality of the AI Agent.

Therefore, when using AI Agent, you should avoid sharing any personal information or sensitive information about yourself or others unless strictly necessary for the purpose of booking. This may include, but is not limited to, names, phone numbers, email addresses, physical addresses, identification numbers, credit card information, sensitive information such as health, sexual orientation, or any other details that could be used to identify you or another individual.

For more information about how we may process your personal information when using AI tools such as AI Agent please review our [Privacy Statement](#).

### **Storage and deletion of AI Agent messages**

We will show your ongoing messages with AI Agent for 7 days. Your conversation with AI Agent may be resumed 7 days after your last interaction, and this is extended by a further 7 days each time you return to the chat. If you do not interact with AI Agent after this time, your conversation will no longer be available for viewing or resuming. Any information, response or recommendations provided to you by AI Agent will be retained and deleted in accordance with our Privacy Statement. For more information on how you can exercise your rights, please review our [Privacy Statement](#).

### **Recommendations**

While using AI Agent you may be provided with recommendations for accommodation, flights and activities. All of these recommendations are generated by AI for hotels, flights and activities available and bookable on Expedia, subject to availability. Please check the relevant information page for the hotel, flight or activity prior to booking. AI Agent is provided solely for travel planning related purposes, such planning an upcoming personal or business travel and you agree not to use AI Agent for commercial purposes. AI Agent provides recommendations based on your search queries. To learn more about individual recommendations and to book you can simply click on the result provided in the chat.

### **Intellectual Property Rights**

All AI-generated content provided by AI Agent, including but not limited to itineraries, recommendations, photos, and videos, is owned by us. Users are granted a limited, non-exclusive, non-transferable license to use the AI-generated content for personal, non-commercial purposes only. Any unauthorized use, reproduction, or distribution of AI-generated content is strictly prohibited and may result in legal action.

### **Feedback**

Feedback regarding your use of AI Agent is subject to our [Content Guidelines](#) as set out in our Terms of Service.

### **Limitations and Disclaimers**

While we strive to provide accurate and useful information, AI-generated content is based on algorithms and may not always reflect the most current information or consider all variables. All information and content generated by AI Agent are provided on an “as-is” and “as-available” basis.

We make no representations of any kind as to the relevancy, accuracy, or completeness of the AI-generated content and any recommendations made. Consumers have certain legal rights. Nothing in these AI Terms is intended to affect these legal rights, and we do not exclude our liability where we are not permitted to do so under the laws of your country of residence. For example, we do not limit or exclude our liability for fraud or personal injury or death (resulting from our negligence). For more information about your legal rights, contact your local consumer organisation.

**Liability**

The use of AI Agent is subject to Section 8 Liability in our [Terms of Service](#).

**General**

The Expedia [Terms of Service](#) and the Expedia [Privacy Statement](#) also apply to your use of AI Agent.