

TERMS OF USE

FlyApricot

Last updated: August 14, 2026

Affiliate Disclosure (FTC Required)

AFFILIATE DISCLOSURE (FTC Required): IMPORTANT: FlyApricot participates in affiliate and referral programs. When you click a flight result and complete a purchase on a partner booking site, we may receive a small referral commission at no additional cost to you. This commission does not influence the flights we surface or the order in which results appear. We disclose this relationship in compliance with the U.S. Federal Trade Commission (FTC) guidelines on endorsements and testimonials.

1. Acceptance of Terms

By accessing or using FlyApricot (the "Service"), you agree to be bound by these Terms of Use ("Terms"). If you do not agree to these Terms, please do not use the Service. These Terms apply to all visitors and users of the Service.

2. Nature of the Service

FlyApricot is a free flight search and recommendation tool. We help you search for and compare flight options based on your stated preferences and connect you to third-party booking sites. We are not a travel agency, airline, or ticketing platform. Specifically:

- We do not sell, issue, or fulfill airline tickets.
- We do not process payments or hold any funds on your behalf.
- We do not enter into any travel contract with you.
- When you click through to a third-party website to purchase a flight, you leave our Service and enter into a transaction solely with that third party.

We have commercial referral relationships with certain flight booking partners. We may earn a small commission if you complete a purchase after clicking through from our Service. This does not affect the price you pay. See the Affiliate Disclosure section above and Section 4 below for further details.

3. No Warranty on Flight Information

We make reasonable efforts to display accurate and up-to-date flight information, but we cannot guarantee the accuracy, completeness, or availability of any information shown. In particular:

- Flight prices are highly dynamic and may change at any time, including between the moment you see a result and the moment you attempt to purchase.
- Seat availability, schedules, routes, and terms are controlled entirely by airlines and third-party sellers.
- We are not responsible for any discrepancy between prices or details shown on our Service and those presented on the third-party booking site.

THE SERVICE AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

4. Third-Party Websites and Affiliate Relationships

Our Service contains links to third-party booking websites, including airlines and online travel agencies ("Third-Party Sites"). These links are provided for your convenience and may be subject to affiliate or referral arrangements between us and those Third-Party Sites.

Affiliate relationship details:

- We access flight data through third-party APIs and may participate in the affiliate or referral programs of those partners.
- If you click a link and complete a purchase, we may receive a referral fee. This fee comes from the partner, not from any surcharge on your ticket price.
- Our recommendation engine is designed to surface flights that match your stated preferences. While we have commercial relationships with certain partners, we do not guarantee that our results are exhaustive of all available flights in the market.
- We do not control, endorse beyond our recommendation, or assume responsibility for the content, availability, pricing, or policies of any Third-Party Site.
- Your use of Third-Party Sites is governed by their own terms and conditions and privacy policies.

We strongly encourage you to review the terms and privacy policies of any Third-Party Site before providing personal or payment information.

5. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FlyApricot AND ITS OPERATORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO:

- Loss arising from any inaccuracy in flight prices, availability, or schedules.
- Any transaction you enter into with a third-party seller.
- Loss of data, profits, goodwill, or any other intangible losses.
- Any unauthorized access to or use of our servers or any information stored therein.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS EXCEED \$100 (ONE HUNDRED U.S. DOLLARS). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATIONS OF LIABILITY; IN SUCH CASES, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

6. Indemnification

You agree to indemnify, defend, and hold harmless FlyApricot and its operators, officers, agents, and affiliates from and against any claims, liabilities, damages, judgments, awards, losses, costs, or expenses (including reasonable legal fees) arising out of or relating to your use of the Service, your violation of these Terms, or your violation of any rights of a third party.

7. Prohibited Uses

You agree not to use the Service to:

- Scrape, crawl, or harvest flight data through automated means without our prior written consent.
- Interfere with, disrupt, or place undue load on our servers or networks.

- Use the Service for any unlawful purpose or in violation of any applicable laws or regulations.
- Attempt to gain unauthorized access to any part of the Service.

8. Intellectual Property

All content on the Service, including but not limited to text, graphics, logos, software, and the recommendation algorithm, is the property of FlyApricot or its content providers and is protected by applicable intellectual property laws. You may not reproduce, distribute, or create derivative works from any content without our express written permission.

Flight information (prices, schedules, routes) is sourced from third-party APIs. We make no claim of ownership over such data.

9. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the jurisdiction in which the operator of the Service is established or resident, without regard to conflict-of-law principles. Any dispute arising from these Terms or your use of the Service shall be resolved by a court of competent jurisdiction in that location, except where mandatory provisions of applicable law provide otherwise.

The parties shall make reasonable efforts to resolve any disagreement through good-faith negotiation before commencing proceedings.

If you are a consumer in the European Union or in another jurisdiction granting consumers mandatory rights, you may also have the right to pursue claims under the laws of your country of residence. Nothing in these Terms affects your statutory rights as a consumer.

10. Language

These Terms may be made available in multiple languages for your convenience. The English-language version of these Terms is the official and controlling version. In the event of any discrepancy, ambiguity, or conflict between the English version and any translation, the English version shall prevail.

11. Changes to These Terms

We reserve the right to modify these Terms at any time. Changes will be posted on this page with an updated "Last updated" date. Your continued use of the Service after any changes constitutes your acceptance of the new Terms. We encourage you to review these Terms periodically.

12. Termination

We reserve the right to suspend or terminate your access to the Service at any time, without notice, for any reason including but not limited to a breach of these Terms. Provisions that by their nature should survive termination (including limitations of liability and indemnification) shall survive.

13. Contact Us

If you have any questions about these Terms of Use, please contact us at:

ask@flyapricot.com

<https://flyapricot.com>