

## TERMS OF USE

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We may at any time revise these Terms. You are bound by such revisions and should therefore periodically review these Terms.

### 1. Travel Information

- Our Site displays information about travel locations, airfares, travel agents' locations, flight times and dates, tours, packages, insurance, cruises, transportation, foreign currency, schedules, travel companies and many other things.
- This information is supplied to us by third party providers; such are airlines, hotels and transportation suppliers ("**Service Providers**"). We have taken reasonable care to ensure it is correct and up to date; however, we cannot check the accuracy of such information.
- Many of the services which made up your travel booking are provided by Service Providers. The Service Provider provides these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you.
- We accept no responsibility for information supplied to us by Service Providers. We recommend you confirm all information contained on or linked from our Site with the third-party provider.
- The details of the prices, packages, tours, flights and other information displayed on the Site are subject to change without notice. The travel products and services described on the Site are subject to availability.
- It should be noted that all documents issued to travelers are non – transferable. Such documents may include but are not limited to, airline tickets, hotel vouchers, tour vouchers, or any other document used to confirm an arrangement with a Service Provider. Such documents may also be subject to conditions such as, but not limited to, being non – refundable, non – date – changeable and subject to cancellation or amendment fees. It is your responsibility to familiarize yourself with these conditions.
- If for any reason, any Service Provider is unable to provide the services for which you have contracted, your remedy lies against that Service Provider, and not against us. In the event we received payment by Credit Card, you agree that you will not seek to chargeback or recover your payment or any other losses from us.
- You are responsible for obtaining all passports, visa and health information required.

### 2. Prices

Much of the content on this Site is supplied to us by third party Service Providers. Although we take reasonable care to ensure all content on this Site is correct and up-to-date, we cannot check the accuracy of all such information as provided by the Service Providers. The Service Providers of travel and travel related services may change their prices, details of their packages, tours, flights and other information displayed on the Site at any time. For this reason, all prices displayed on the Site are subject to change without notice. All travel products and services described on the Site are subject to availability. Special conditions may apply to the prices set out on the Site. To determine such conditions, you must contact us or the relevant Service Provider. In addition to the prices set out in the Site, you may be required to pay certain taxes, government fees and other charges payable on the room, tour or car rental.

### 3. Suitability of Travel Products and Services

We do not represent that any travel products and services set out on our Site will be suitable for you. You release us from any claims in relation to the travel products and services described on our Site, including but not limited to claims that the travel products and services are not suitable. Service Providers are independent parties over which we have no control. The information and description given about the Service Providers and their products are based on our inquiries and are believed to be accurate, but we cannot guarantee in respect thereof.

### 4. Tickets and Timings

All reference to departure times on our Sites are for your guidance and are subject by amendment by the wholesalers and/or suppliers prior to actual booking. It isn't until full payment has been made and you are ticketed that the departure times are set. You must check your itinerary on each stage of the completion of the booking to ensure that you have the correct flight times. It is possible that changes that flight times will change even after tickets have been issued; in

such cases you will be advised of prior to departure, provided the personal information you provided us is correct and up to date.

## **5. Intellectual Property**

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Certain trademarks, service marks, business names, company names, logos, trade names and get up (trade dress) used on this Site are owned by us, the Service Providers or our licensors or third parties. You do not have any right or license to use them.

## **6. Linking**

We may link our Site to other sites on the Web. We are not required to maintain or update these links are provided for your convenience only. We make no warranties or representations whatsoever regarding any other Site, which you may access through this Site. It does not mean that we have looked at these sites or that we have checked them out.

We are not responsible for the content of other Sites, even if we link to them. We are not recommending these Sites or their products or services to you. We make no warranties and accept no liability if you suffer any loss or damage in relation to material contained on external sites or using another's product or services. If you suffer any loss or damage from visiting another's Site or using another's product or service, we are not liable.

## **7. Confidentiality**

You can use this Site to communicate with us. This Site also includes a list of other ways to communicate with us. It is our policy not to accept information that is confidential or proprietary, other than travel arrangements and bookings. If you do not want to lose confidentiality in your material, do not submit it via this Site, email it or send it to us.

## **8. Your Use**

You must only use this Site for lawful purposes and in a responsible and co-operative manner. You agree not to copy, modify, adapt, reproduce, translate, distribute, transmit, reverse engineer, frame, decompile or disassemble any aspect of our Site. You must use this site in a responsible and co-operative manner. Any breach of these Terms by you may result in legal action taken by us against you.

You must not:

- make any fraudulent, speculative or false enquiries, bookings, reservations or requests using this Site;
- use another's name, ID or password without permission;
- use the Site while impersonating another person;
- post or transmit to or via the Site any unlawful, threatening, defamatory, libelous, obscene, indecent, inflammatory or pornographic material or any material that could give rise to civil or criminal proceedings;
- tamper with, hinder the operation of or make unauthorized modifications to the Site;
- delete data from the Site without our permission;
- knowingly transmit any virus or other disabling feature to the Site;
- breach any third party's rights (including intellectual property rights and obligations of confidentiality owed to Service Providers) or infringe any laws in using this Site;
- frame this Site as part of another site or cache this Site for commercial benefit;
- attempt to do any of the above acts;
- Knowingly permit another person to do any of the above acts.

In addition, you will agree not to:

- access, copy, or monitor any information or content of this Site using robot, scraper, spider, or other methods of automation or manual processes for any purpose without our express written consent;
- violate the restrictions of any robot exclusionary header on this Site or bypass any other measures in deterring or limiting access;
- deep – link to the booking engine of the Site without our express written consent;
- Impose or attempt to impose a disproportionately large load on the Site infrastructure.

## 9. Interactive Facilities and User Content

The functionality provided on the Site may include interactive communication facilities such as travel blogs, discussion groups and other communication forums where individuals may submit or post reviews of travel experiences, travel plans, comments and other information (collectively, “**Interactive Facilities**”).

You are solely responsible for your use of any such Interactive Facilities and agree that you use them at your risk.

You agree that, by submitting, posting or otherwise providing any message, travel blog, data, information, recommendations, opinions, reviews, news articles, directories, guides, text, music, sound, photos, video footage, art, illustrations, imagery, design, graphics, logos, audio clips and images, code or other material (“**Content**”) to or through the Site (including by using Interactive Facilities), You:

- grant to us and our affiliates (including, without limitation, our related entities) a worldwide, nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, translate, distribute, publish, broadcast, communicate, create derivative works from, publicly display and perform such Content throughout the world in any media, for any purpose whatsoever, including, without limitation, a commercial purpose, without any compensation or remuneration to You (“**License**”);
- expressly acknowledge that we may sub-license our rights under the License to third parties who may make use of the Content consistent with the License including, by way of example, on websites, in a written publication, compilation of works, training materials, film, television program, script or screenplay of either ourselves or a third party expressly authorized by us;
- grant us and our affiliates and sub-licensees the right to use your name or any other name that you submit in connection with such Content, at our discretion;
- waive any entitlement to any moral rights you may have as an author of the Content (and warrant that you have obtained a waiver of moral rights from any person who may have such rights in the Content); and
- agree that we are under no obligation to treat the Content as confidential or private information.

We reserve the right to, at our absolute and unfettered discretion, remove, screen, edit or refuse to post without notice any Content submitted to, posted or stored on the Site at any time and for any reason. We accept no responsibility or liability for any Content posted, stored or uploaded by You or any third party, or for any loss or damage to any such Content. We accept no responsibility for statements, representations or other Content provided by You or other users of the Site, including individuals using Interactive Facilities. We reserve the right to disclose any Content as necessary to satisfy any applicable law, regulation or lawful request. You shall be solely liable for any damages resulting from any infringement of copyright, trade mark, or other proprietary or other right or loss or damage in connection with your use of the Site and submission of Content.

For the avoidance of doubt, these Terms do not restrict your rights to re-use Content you have posted or otherwise provided to or through the Site.

## 10. Your Warranties

You warrant that:

- you are of sufficient legal age to use this Site and create legal binding obligations for any liability you may incur as a result of using this Site;
- you are responsible (financially and otherwise) for all uses of this Site by you and those using this Site using your ID and password;
- the information you supply via the Site will be accurate and not misleading, deceptive or likely to be mislead or deceive;
- you agree to supervise all usage of this Site by minors under your name or account;
- you agree that the travel service reservations facilities of this Site shall be used only to make legitimate reservations or purchases for you or another person for whom you are legally authorized to act;

- You understand that overuse or abuse of the travel services reservation facilities of this Site may result in you being denied access to such facilities.

#### **11. Indemnity**

You indemnify us and our affiliates, officers, employees and agents against all losses, costs, damages, claims and expenses arising from:

- any breach of these Terms by you;
- any act or omission by you or an officer, employee or agent of you;
- Any claim, action, demand or proceeding by a third party against us or our officers, employees or agents caused or contributed to by you or an employee or agent of you.

#### **12. Disclaimer**

WE DO NOT WARRANT OR REPRESENT THAT THE CONTENT OF THIS SITE IS ACCURATE, UP-TO-DATE OR COMPLETE, NOR THAT IT DOES NOT INFRINGE THE RIGHTS OF OTHERS. WE ARE PROVIDING THIS SITE AND ITS CONTENTS ON AN "AS IS" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE, ITS CONTENTS OR ANY OF THE PRODUCTS OR SERVICES SUPPLIED THROUGH THIS SITE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL IMPLIED REPRESENTATIONS AND WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES THAT THE PRODUCTS AND SERVICES OFFERED AND SUPPLIED THROUGH THIS SITE WILL BE OF MERCHANTABLE QUALITY, FIT FOR ANY PURPOSE OR WILL COMPLY WITH ANY DESCRIPTIONS ON THIS SITE OR SAMPLES.

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TO THE EXTENT PERMITTED BY LAW, YOU RELEASE US FROM ALL LIABILITY, COST, DAMAGES, CLAIMS AND EXPENSES (INCLUDING DIRECT, INDIRECT, SPECIAL AND CONSEQUENTIAL LOSS OR DAMAGE WHETHER IN NEGLIGENCE OR OTHERWISE) ARISING OUT OF THE SUPPLY OR FAILURE TO SUPPLY OR USE OR NON-USE OF THE THIRD-PARTY PRODUCTS OR SERVICES.

To the maximum extent permitted by law, neither we nor any of our officers, employees, shareholders or other representatives will be liable in damages or otherwise in connection with your use of or inability to access this Site or the purchase and use of any products and services supplied via this Site or any breach of any warranties that may be implied by law. This limitation of liability applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property, personal injury and claims of Service Providers. In the event that our Site fails to operate or causes you loss or damage, your sole remedy is the refund any money that you paid to us to use this Site.

IF APPLICABLE, HOTEL RATINGS STATED ON THIS WEBSITE (WITHOUT LIMITATION INCLUDES PHOTOGRAPHS, LIST OF HOTEL AMENITIES, DESCRIPTIONS OF PROPERTY, ETC.) ARE PROVIDED BY THE RESPECTIVE SUPPLIERS AND SERVICE PROVIDERS. THESE HOTEL RATINGS ARE GENERAL GUIDELINES AND WE CANNOT GUARANTEE THEIR ACCURACY. THEY ARE TO BE USED AS A GENERAL GUIDE AND THE RATINGS AND HOTEL INFORMATION MAY BE AMENDED PERIODICALLY BY THE RESPECTIVE SUPPLIERS TO KEEP CURRENT. ALL SERVICE PROVIDERS, HOTELS, AIRLINE CARRIERS, ETC. PROVIDING TRAVEL AND OTHER SERVICES TO US, ARE INDEPENDENT CONTRACTORS, NOT OUR AFFILIATED OR AGENTS. WE ARE NOT LIABLE FOR THE ACTIONS, OMISSIONS, ERRORS, REPRESENTATIONS, WARRANTIES, NEGLIGENCE, BREACH OF CONTRACT, PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR ANY OTHER DAMAGES OR EXPENSES RESULTING FROM SERVICE PROVIDERS. WE HAVE NO LIABILITY AND WILL NOT REFUND DUE TO AN EVENT DUE TO DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE, TERRORISM, AND ANY OTHER CAUSES THAT IS BEYOND OUR DIRECT CONTROL. WE HAVE NO CONTROL AND ARE NOT RESPONSIBLE FOR ANY ADDITIONAL EXPENSES, DELAYS, OMISSIONS, RE-ROUTING, OR OF ACTS OF INTERFERENCE BY THE GOVERNMENT OR LEGAL AUTHORITIES.

You use this Site at your own risk. If any warranties are implied by law that cannot be excluded, then our liability for breach of such warranties is limited, at our option, to:

- in the case of products:

- the replacement of the products or the supply of equivalent products;
- the payment of the cost of replacing the products or acquiring equivalent products;
- in the case of services, the supply of the services again;
- the payment of the cost of having the services supplied again.

### **13. Privacy**

We will handle your personal information in accordance with the terms and conditions set out in our [Privacy Notice](#) on this Site. We and our third-party providers of travel and travel related products and services may disclose your personal information to others where directly connected with facilitating your travel arrangements and bookings and the provision of travel services and products. For example, we may disclose your personal information to airlines, hotels, car rental companies and other service providers in facilitating your travel arrangements.

At all times we retain the right to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

We may disclose aggregated information about users and use statistics relating to the Site and aggregated information about our sales and trading patterns to others.

We may disclose your personal information to Service Providers for the purpose of booking your travel.

### **14. Governing Law**

To the maximum extent permitted by law, these Terms and your use of the Site are governed by the laws of the Province of British Columbia, Canada without regard to its conflicts of laws principles. You hereby consent to the non-exclusive jurisdiction and venue courts in the Province of British Columbia, Canada in all disputes arising out of or relating to the use of this Site and these Terms. The United Nations convention on Contracts for the International Sale of goods is expressly disclaimed.

### **15. Amendments**

Except as otherwise specified, we may amend these Terms at any time without notice to you by posting amended Terms on our Site. The amended Terms will take effect immediately when they are posted on our Site.

### **16. Termination**

We may terminate Terms, your registration with or ability to access this Site and/or any other service provided to you by us and any other agreement between us and any other agreement between us, immediately if you breach any of these Terms.

### **17. Our Relationship**

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended to be created between you and us by these Terms.

### **18. General**

- If any of these Terms is invalid or unenforceable, it will be struck out, and the remaining terms will remain in force.
- Headings are for reference purposes only.
- If we do not act in relation to a breach by you or others of these Terms, this does not waive our right to act with respect to subsequent or similar breaches.
- In these Terms, the term "Site" includes any email bulletins or other content that we provide to you via or initiated from this Site.
- Except as required by law or otherwise specified by us, you must provide any notices to us by email to
- We will provide any notices to you by email to any email address provided by you. Notices will be taken to have been received 24 hours after the email is sent, unless the sending party receives notice that the address is invalid or that the email has not been received.

**These Terms were last updated January 2021.**