

**Last Revised on November 8, 2022**

Welcome to the Travelocity.com website (the "Website"). This Website is provided solely to assist customers in gathering travel information, determining the availability of travel—related goods and services, making legitimate reservations or otherwise transacting business with travel suppliers, and for no other purposes. The terms "we", "us", "our", "Travelocity" and "Travelscape" refer to a Travelscape, a Nevada limited liability company, and its subsidiaries and corporate affiliates, including Expedia, Inc., (collectively, the "Travelscape Companies"). The term "you" or "customer" refers to the customer visiting or using the Website and/or booking a reservation through us on this Website, or through our customer service agents.

This Website is offered to you conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below (collectively, the "Terms of Use" or "Agreement"). **Please read these Terms of Use carefully, as they contain important information about limitations of liability and resolution of disputes through arbitration rather than in court.** You should also read our [Privacy Policy](#), which also governs your use of the Website, and is incorporated by reference in this Agreement. By accessing or using this Website, booking any reservations for travel products or services on this Website, or contacting our call center agents, you agree that the Terms of Use then in force shall apply. If you do not agree to the Terms of Use, please do not use or book any reservations through this Website or our call center agents.

## **USE OF THE WEBSITE**

As a condition of your use of this Website, you warrant that:

1. you are at least 18 years of age;
2. you possess the legal authority to create a binding legal obligation;
3. you will use this Website in accordance with these Terms of Use;
4. you will only use this Website to make legitimate reservations for you or for another person for whom you are legally authorized to act;
5. you will inform such other persons about the Terms of Use that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto;
6. all information supplied by you on this Website is true, accurate, current and complete; and
7. if you have an Travelocity.com account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you.

We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms of Use.

## DISPUTES; ARBITRATION

Please read this Section carefully. It requires that any and all claims be resolved by binding arbitration or in small claims court, and it prevents you from pursuing a class action or similar proceeding in any forum. Arbitration is required if your country of residence enforces arbitration agreements, including without limitation, the United States. If you are outside the United States but attempt to bring a claim in the United States, arbitration is required for determination of the threshold issue of whether this dispute resolution section applies to you, as well as all other threshold determinations, including residency, arbitrability, venue, and applicable law. If your country of residence does not enforce arbitration agreements, the mandatory pre-arbitration dispute resolution and notification and prohibition on class actions or representative proceedings provided below still apply to the extent enforceable by law.

We are committed to traveler satisfaction and to resolving consumer disputes in a timely and efficient manner. We have a two-step dispute resolution process that includes: (1) investigation and negotiation of your claim with our Traveler Support team; and, if necessary, (2) binding arbitration administered by the American Arbitration Association (“AAA”) or, for arbitrations outside of the United States, an agreed upon arbitral tribunal. You and us each retain the right to seek relief in small claims court as an alternative to arbitration.

### Agreement to arbitrate (“Arbitration Agreement”)

**You and we mutually agree that any disputes between us arising out of or relating in any way to our Service, these Terms, our [Privacy Statement](#), any services or products provided by us or any of our subsidiaries, Travel Providers, or companies offering products or services through us, any dealings with our Traveler Support agents, or any representations made by us (“Claims”), will be resolved by binding arbitration, rather than in court except those resolved in small claims court. This includes any Claims you assert against us, our subsidiaries, Travel Providers, or any companies offering products or services through us (which are beneficiaries of this Arbitration Agreement). This Arbitration Agreement shall be binding upon, and shall include any claims brought by or against, any third parties, including but not limited to your spouses, heirs, third-party beneficiaries, and assigns, where their underlying claims are in relation to your use of the Travel Services. To the extent that any third-party beneficiary to these Terms brings claims against the entities covered by these Terms; those claims shall also be subject to this Arbitration Agreement. The arbitrator shall also be responsible for determining all threshold arbitrability issues, including without limitation the existence, scope, or validity of the Arbitration Agreement, any defense to arbitration such as issues relating to whether this Arbitration Agreement can be enforced, is unconscionable or illusory, and any defenses to arbitration, including without limitation jurisdiction, waiver, delay, laches, or estoppel.**

### Small claims court matters

Notwithstanding the foregoing arbitration provisions, either you or we may bring, or remove, any claim in small claims court if the claim is within such court’s jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding. Further, if the claims asserted in any demand for arbitration is within the small claims court’s jurisdictional limit, then either you or us may elect to have the claims heard in small claims court, rather than in arbitration, at any time before the arbitrator is appointed, or in accord with the AAA rules, by notifying the other party of that election in writing.

## No class actions or representative proceedings

You and we agree that any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated, or representative action, including without limitation as a private attorney general. The arbitrator may not consolidate more than one party's Claims and may not otherwise preside over any form of any class or representative proceeding. You and we further acknowledge that you are each waiving your right to a jury trial.

## Arbitration rules and governing law

This Arbitration Agreement is a "written agreement to arbitrate" evidencing a transaction in interstate commerce. The Federal Arbitration Act ("**FAA**") governs all substantive and procedural interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the AAA's Consumer Arbitration Rules or other AAA arbitration rules determined to be applicable by the AAA (the "**AAA Rules**") then in effect, except as modified here. The AAA Rules are available at [www.adr.org](http://www.adr.org). The arbitrator shall apply the law of the state of Washington, regardless of conflict of laws principles, except that the FAA governs all provisions relating to arbitration. Foreign laws do not apply. This Arbitration Agreement can only be amended by mutual agreement in writing.

## Mandatory pre-arbitration dispute resolution and notification

Prior to initiating arbitration, you agree to give us the opportunity to resolve any Claims by notifying us of the Claim in writing and attempting in good faith to negotiate an informal resolution.

You must send, by certified mail, a written and signed Notice of Dispute ("**Notice**") addressed to: Legal Department/Dispute Resolution Provision, Expedia, Inc., 1111 Expedia Group Way West, Seattle, WA, 98119.

The Notice must contain the following information: (1) your name, (2) your address, (3) the email address you used to make your reservation, (4) a brief description of the nature of your complaint, (5) the resolution that you are seeking, and (6) your signature.

If we are not able to resolve your complaint within 60 days of you providing Notice, you may commence an arbitration proceeding. Engaging in this pre-arbitration dispute resolution and notification process is a requirement that must be fulfilled before commencing arbitration. AAA does not have authority to administer or adjudicate the Claim unless and until all Pre-Arbitration Dispute Resolution and Notification requirements have been met. The statute of limitations shall be tolled while the parties engage in the dispute resolution process required by this Section.

## Commencing arbitration

To initiate arbitration, you must file the Demand with the AAA as specified in the AAA Rules. The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879.

A party initiating an arbitration against us must send the written Demand for Arbitration to Legal Department/Dispute Resolution Provision, Expedia, Inc., 1111 Expedia Group Way West, Seattle, WA, 98119 concurrent with filing the Demand with AAA.

Arbitration shall be conducted by a single arbitrator selected in accordance with the AAA Rules or by mutual agreement between you and us. The Arbitration shall be held either: (i) at a location determined by AAA pursuant to the AAA Rules (provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home or place of business); or (ii) at such other location as may be mutually agreed upon by you and us; or (iii) via videoconference; or (iv) at your election, if the only claims in the arbitration are asserted by you and are for less than \$40,000 in aggregate, by telephone or by written submission.

#### Attorneys' fees and costs

Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules, and where appropriate, limited by the AAA Consumer Rules. In order to initiate arbitration, each party will be responsible for paying the filing fees required by the AAA, which are approximately equivalent to current court filing fees. In the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, or you would otherwise be eligible for a fee waiver in court, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the costs of litigation, regardless of the outcome of the arbitration, unless the arbitrator determines that your claim(s) were frivolous or asserted in bad faith. Either party may make a request that the arbitrator award attorneys' fees and costs upon proving that the other party has asserted a claim, cross-claim, or defense that is groundless in fact or law, brought in bad faith or for the purpose of harassment, or is otherwise frivolous, as allowed by applicable law and the AAA Rules.

#### Arbitrator's decision

There is no judge or jury in arbitration, and court review of an arbitration award is limited under the FAA. The arbitrator's decision will include the essential findings and conclusions on which the arbitrator bases the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award any relief allowed by law or the AAA Rules, but declaratory or injunctive relief may be awarded only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

#### Severability and survival

If any portion of this Disputes and Arbitration Provision is found to be unenforceable or unlawful for any reason, (1) such portion will be severed and the remainder of the Provision will be given full force and effect; and (2) to the extent that any Claims must therefore proceed on a class, collective, consolidated, or representative basis, such Claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual Claims in arbitration.

#### Traveler support and the handling of complaints

For answers to your questions or ways to contact us, visit our support page [here](#). Or you can write to us at:

Attn: Traveler Support

Expedia, Inc.

1111 Expedia Group Way W.

Seattle, WA 98119.

## **PROHIBITED ACTIVITIES**

The content and information on this Website (including, but not limited to, price and availability of travel services) as well as the infrastructure used to provide such content and information, is proprietary to us or our suppliers and providers. While you may make limited copies of your travel itinerary (and related documents) for travel or service reservations booked through this Website, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Website. Additionally, you agree not to:

1. use this Website or its contents for any commercial purpose;
2. make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;
3. access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
4. violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
5. take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
6. deep—link to any portion of this Website (including, without limitation, the purchase path for any travel services) for any purpose without our express written permission; or
7. "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization.

Without limitation, any speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited. You agree that the travel services reservations facilities of this website shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act. You understand that overuse, suspicious activity, signs of fraud, or abuse of the travel services reservation facilities of this website may result in Travelocity cancelling any bookings associated with your name, email address, or account, and closing any associated Travelocity accounts. Travelocity may also cancel any bookings associated with your name, email address, or account, and close any associated Travelocity accounts if you have made multiple reservations on this website and Travelocity considers (acting reasonably) that any such reservation is for the purposes of reselling). If such reservations cancelled are non-refundable bookings, Travelocity reserves its right not to refund you for the cancelled reservations. In addition, Travelocity may verify (i.e. preauthorize) your credit card. If your booking or account shows signs of fraud, abuse or suspicious activity, Travelocity may cancel any travel or service reservations associated with your name, email

address or account, and close any associated Travelocity accounts. If you have conducted any fraudulent activity, Travelocity reserves the right to take any necessary legal action and you may be liable for monetary losses to Travelocity, including litigation costs and damages. To contest the cancellation of a booking, or freezing or closure of an account, please contact Travelocity Customer Service.

## PRIVACY POLICY

Please refer to Travelocity's Privacy Policy <https://www.travelocity.com/lp/lg-privacy> to review how information about users of the Services is collected, used and shared.

## SUPPLIER RULES AND RESTRICTIONS

**Additional terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select.** Please read these additional terms and conditions carefully. In particular, if you have purchased an airfare, please ensure you read the full terms and conditions of carriage issued by the supplier, which can be found on the supplier's website. You agree to abide by the terms and conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. Airfare is only guaranteed once the purchase has been completed and the tickets have been issued. Airlines and other travel suppliers may change their prices without notice. We reserve the right to cancel your booking if full payment is not received in a timely fashion.

Travelocity may offer customers the opportunity to book a reservation for a combination of two one—way tickets instead of a roundtrip ticket. Combined one-way tickets may provide a greater choice of flights, are often cheaper and can be combined on the same airline or on different airlines. Unlike roundtrip tickets, each one-way ticket is subject to its own rules, restrictions, and fees. If one of these flights is affected by an airline change (e.g. cancellation or rescheduling) that causes a customer to make changes to the other flight, the customer will be responsible for any fees incurred for making changes to the unaffected flight.

For certain low-cost carriers, the price of your flight has been converted from a different currency for convenience purposes to provide you an estimate of the amount of the purchase in your local currency. As a result, when you book, the amount charged to your credit card by the airline may be slightly different due to currency fluctuations. Your statement may also include a applicable fee from your card issuer to process the transaction plus any applicable taxes for international purchases.

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and

certain smoking materials carried on your person.

You acknowledge that some third-party providers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such supplier's rules and restrictions may result in cancellation of your reservation(s), in your being denied access to the applicable travel product or services, in your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result of such violation.

Travelocity is not liable for any costs incurred due to hotel relocation.

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#### How Our Sort Order is Determined:

As a travelers shopping on our site, you have many options on to help you find the perfect hotel, flight, car rental, cruise or activity. The “sort” settings allow you to order search results to your preference, whether based on price, verified review score, or other criteria. The “filter” settings also allow you to include or exclude various options to suit their travel needs. If no options are selected, we will show a range of relevant options in the search results, based on the criteria outlined below:

- **Lodging:** Our default sort order reflects the relevance of properties to your search criteria, as we want to make sure you are able to quickly and easily find the offer that is right for you. We measure relevance by taking into account factors like a property’s location, its review scores, the popularity of the property (measured by how many travelers on our sites make bookings at that property), the quality of the content provided by the property, and the competitiveness of the property’s rates and availability, all relative to other properties meeting your chosen search criteria. The compensation which a property pays us for bookings made through our sites is also a factor for the relative ranking of properties with similar offers, based on the relevance factors described above. On our non-default sorts (for example, if you sort by price or by star rating), we will order properties with similar results based on the factors above.
- **Flights:** Our default sort order is based on lowest price. In cases where two flights have the same price, the shorter flight is listed first.
- **Car Rental:** Our default sort order is primarily driven by price, but we may consider other relevant factors such as popularity, customer reviews, convenience of pickup location, and car type or category.
- **Cruise:** Our default sort order is based on a number of relevant factors such as cruise line rating, ship rating, price per day, origin rating, destination rating, length of cruise, and booking window.
- **Activities:** Our default sort order is manually curated by Travelocity’s destination managers familiar with each market, taking into account such factors as price, popularity,

distance from hotel options, and traveler feedback.

- **Vacation Packages:** When combining several different travel products into a vacation package, we use the criteria outlined above to determine the sort order for each product.

Additionally, we continually optimize our service to provide you with the best experience. Accordingly, we may test different default sort order algorithms from time to time.

## **PREPAID HOTEL RESERVATIONS**

You acknowledge that the Travelscape Companies pre-negotiate certain room rates with hotel suppliers to facilitate the booking of reservations. You also acknowledge that the Travelscape Companies provide you services to facilitate such booking of reservations for a consideration (the "facilitation fee"). The room rate displayed on the Website is a combination of the pre-negotiated room rate for rooms reserved on your behalf by the Travelscape Companies and the facilitation fee retained by the Travelscape Companies for their services. You authorize the Travelscape Companies to book reservations for the total reservation price, which includes the room rate displayed on the Website, plus tax recovery charges, service fees, and where applicable, taxes on the Travelscape Companies' services. You agree that your credit card will be charged by the Travelscape Companies for the total reservation price. Upon submitting your reservation request you authorize the Travelscape Companies, including Travelscape, LLC, to facilitate hotel reservations on your behalf, including making payment arrangements with hotel suppliers.

You acknowledge that except as provided below with respect to tax obligations on the amounts we retain for our services, the Travelscape Companies do not collect taxes for remittance to applicable taxing authorities. The tax recovery charges on prepaid hotel transactions are a recovery of the estimated taxes (e.g. sales and use, occupancy, room tax, excise tax, value added tax, etc.) that the Travelscape Companies pay to the hotel supplier for taxes due on the hotel's rental rate for the room. The hotel suppliers invoice the Travelscape Companies for certain charges, including tax amounts. The hotel suppliers are responsible for remitting applicable taxes to the applicable taxing jurisdictions. None of the Travelscape Companies act as co-vendors with the supplier with whom we book or reserve our customer's travel arrangements. Taxability and the appropriate tax rate vary greatly by location. The actual tax amounts paid by the Travelscape Companies to the hotel suppliers may vary from the tax recovery charge amounts, depending upon the rates, taxability, etc. in effect at the time of the actual use of the hotel by our customers. We retain service fees as additional compensation in servicing your travel reservation. Service fees retained by the Travelscape Companies for their services vary based on the amount and type of hotel reservation.

You may cancel or change your prepaid hotel reservation, but you will be charged the cancellation or change fee indicated in the rules and restrictions for the hotel reservation. If you do not cancel or change your reservation before the cancellation policy period applicable to the hotel you reserved, which varies by hotel (usually 24 to 72 hours) prior to your date of arrival, you will be subject to a charge equal to applicable nightly rates, tax recovery charges and service fees. In the event you do not show for the first night of the reservation and plan to check-in for subsequent nights in your reservation, you must confirm the reservation changes with us no later than the



date of the first night of the reservation to prevent cancellation of your reservation.

You agree to pay any cancellation or change fees that you incur. In limited cases, some hotels do not permit changes to or cancellations of reservations after they are made, as indicated in the rules and restrictions for the hotel reservation. You agree to abide by the Terms of Use imposed with respect to your prepaid hotel reservations.

Sales, use and/or local hotel occupancy taxes are imposed on the amounts that we charge for our services (service fee and/or facilitation fee) in certain jurisdictions. The actual tax amounts on our services may vary depending on the rates in effect at the time of your hotel stay.

You may not book reservations for more than 8 rooms online for the same hotel/stay dates. If we determine that you have booked reservations for more than 8 rooms in total in separate reservations, we may cancel your reservations, and charge you a cancellation fee, if applicable. If you paid a non-refundable deposit, your deposit will be forfeited. If you wish to book reservations for 9 or more rooms, you must contact Travelocity's group travel specialists by phone at (888) 330-3244 or by filling out the group travel form online. One of our group travel specialists will research your request and contact you to complete your reservation. You may be asked to sign a written contract and/or pay a nonrefundable deposit.

Some hotel suppliers may require you to present a credit card or cash deposit upon check-in to cover additional expenses incurred during your stay. Such deposit is unrelated to any payment received by Travelocity for your hotel booking.

#### **PAY NOW OR PAY LATER DETAILS**

With certain hotels, you may be presented with the option to pay online now or pay later at the hotel. If you select the "Pay Online Now" option, Travelocity will charge the amount to your credit card in US dollars immediately. If you select "Pay Later at the Hotel", the hotel will charge your credit card in the local currency at the time of your stay. Please note that taxes and fees vary between the two payment options. Tax rates and foreign exchange rates could change in the time between booking and stay. Travelocity coupons may only be applied to "Pay Online Now" bookings.

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#### **TOP SECRET HOTELS**

When available, Travelocity's affiliate, Hotwire, Inc., may offer additional, discounted hotel booking options on the Website. These hotels, called Top Secret hotels, are different from other hotels offered on the Website in several important ways. The name and exact address of the hotel are not shown until after payment has been made for the booking. All bookings are final and cannot be changed, refunded, exchanged, cancelled, or transferred to another party. Your credit

card will be charged for the amount shown even if you do not use the booking. Room type will be determined by the hotel based on the number of guests provided at time of booking. All reservations are booked for stays in non-smoking rooms (subject to availability). Hotel room assignments are determined at check-in and upgrades are not available. The maximum number of rooms that can be booked at the Top Secret Hotels rate at one time is six. All Top Secret Hotels rooms will be booked under the same name, and the guest under whose name the reservation is made must be present at check-in. Top Secret Hotels are not eligible for hotel reward or club programs. Upon check-in, guests must present a valid ID and credit card in their name (the amount of available credit required will vary by hotel). Debit cards may not be accepted. For information about tax recovery charges, service fees, and taxes on our services, where applicable, please see "Prepaid Hotel Reservations."

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## **BANK AND CREDIT CARD FEES**

Some banks and credit card companies impose fees for international transactions. If you are making a booking from outside of the United States on a US credit card, your bank may convert the payment amount to your local currency and charge you a conversion fee. This means the amount listed on your credit or bank card statement may be in your local currency and therefore a different figure than the figure shown on the billing summary page for a reservation booked on the Website. In addition, a foreign transaction fee may be assessed if the bank that issued your credit card is located outside of the United States. Booking international travel may be considered to be an international transaction by the bank or card company, since Travelocity may pass on your payment to an international travel supplier. The currency exchange rate and foreign transaction fee is determined solely by your bank on the day that they process the transaction. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank.

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## **INTERNATIONAL TRAVEL**

You are responsible for ensuring that you meet foreign entry requirements and that your travel documents, such as passports and visas (transit, business, tourist, and otherwise), are in order and any other foreign entry requirements are met. Travelocity has no special knowledge regarding foreign entry requirements or travel documents. We urge customers to review travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to booking travel to international destinations.

- Passport and Visa– You must consult the relevant Embassy or Consulate for this information. Requirements may change and you should check for up-to-date information before booking and departure. We accept no liability if you are refused entry onto a flight or into any country due to your failure to carry the correct and adequate passport, visa, or other travel documents required by any airline, authority, or country, including countries you may just be transiting through. This includes all stops made by the aircraft, even if you do not leave the aircraft or airport.
- Health– Recommended inoculations for travel may change and you should consult your doctor for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take

- all recommended medication, and follow all medical advice in relation to your trip.
- **Disinsection**– Although not common, most countries reserve the right to disinsect aircraft if there is a perceived threat to public health, agriculture or environment. The World Health Organization and the International Civil Aviation Organization have approved the following disinsection procedures: (1) spray the aircraft cabin with an aerosolized insecticide while passengers are on board or (2) treat the aircraft's interior surfaces with a residual insecticide while passengers are not on board. For more information, see: <http://ostpxweb.dot.gov/policy/safetyenergyenv/disinsection.htm>

BY OFFERING RESERVATIONS FOR TRAVEL PRODUCTS IN PARTICULAR INTERNATIONAL DESTINATIONS, TRAVELOCITY DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH AREAS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

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## **LIABILITY DISCLAIMER**

The information, software, products and services published on this Website may include inaccuracies or errors, including pricing errors. In particular, the Travelscape Companies do not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to the information and description of the hotel, air, cruise, car and other travel products and services displayed on this Website (including, without limitation, the pricing, photographs, list of hotel amenities, general product descriptions, etc.). In addition, Travelocity expressly reserves the right to correct any pricing errors on our Website and/or reservations made under an incorrect price. In such event, if available, we will offer you the opportunity to keep your reservation at the correct price or we will cancel your reservation without penalty.

Hotel ratings displayed on this Website are intended as only general guidelines, and the Travelscape Companies do not guarantee the accuracy of the ratings. The Travelscape Companies, their affiliates and partners through which the Travelscape Companies provide links, service or content (collectively, the "Travelscape Partners"), and their respective suppliers make no guarantees about the availability of specific products and services. The Travelscape Companies, the Travelscape Partners and their respective suppliers may make improvements and/or changes on the Website at any time.

The Travelscape Companies, the Travelscape Partners and their respective suppliers make no representations about the suitability of the information, software, products and services contained on this Website for any purpose, and the inclusion or offering of any products or services on this Website does not constitute any endorsement or recommendation of such products or services by the Travelscape Companies or the Travelscape Partners. All such information, software products, and services are provided "as is" without warranty of any kind. The Travelscape Companies, the Travelscape Partners and their respective suppliers disclaim all warranties and conditions that this Website, its servers or any email sent from the Travelscape Companies, the Travelscape Partners and/or their respective suppliers are free of viruses or other harmful components. The Travelscape Companies, the Travelscape Partners and their

respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products and services, including all implied warranties and conditions of merchantability, fitness for a particular response, title and non-infringement.

The carriers, hotels and other suppliers providing travel or other services on this Website are independent contractors and not agents or employees of the Travelscape Companies or the Travelscape Partners. The Travelscape Companies and the Travelscape Partners are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting there from. The Travelscape Companies and the Travelscape Partners have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expenses, omissions, delays, re-routing or acts of any government or authority.

In no event shall the Travelscape Companies, the Travelscape Partners and/or their respective suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, your access to, display of or use of this Website or with the delay or inability to access, display or use this Website (including, but not limited to, your reliance upon opinions appearing on this Website; any computer viruses, information, software, linked sites, products and services obtaining through this Website; or otherwise arising out of the access to, display of or use of this Website) whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if the Travelscape Companies, the Travelscape Partners and/or their respective suppliers have been advised of the possibility of such damages.

If, despite the limitation above, the Travelscape Companies, the Travelscape Partners or their respective suppliers are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of the Travelscape Companies, the Travelscape Partners and/or their respective suppliers will in no event exceed, in the aggregate, the greater of (a) the service fees you paid to Travelscape in connection with such transaction(s) on this Website, or (b) One-Hundred Dollars (US\$100.00) or the equivalent in local currency.

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms of Use is found to have failed of its essential purpose. The limitations of liability provided in these Terms of Use inure to the benefit of the Travelscape Companies, the Travelscape Partners, and/or their respective suppliers.

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## INDEMNIFICATION

You agree to defend and indemnify the Travelscape Companies, the Travelscape Partners, and/or their respective suppliers and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

1. your breach of these Terms of Use or the documents referenced herein;
2. your violation of any law or the rights of a third party; or
3. your use of this Website.

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## **LINKS TO THIRD-PARTY SITES**

This Website may contain hyperlinks to websites operated by parties other than Travelscape. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this Website or other websites) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

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