# TERMS OF SERVICE

Last revised: 26/02/2026

Hello and welcome!  We are glad that you are taking the time to read these terms of service (the "**Terms**").

These Terms are important as they, together with your booking confirmation email (the "**Booking Confirmation**"), set out the legal terms on which Travel Services are made available to you through our Service. They also cover any interactions or communications you have with us through our Service.

Your use of our Service is subject to these Terms and it is a condition of using our Service that you accept these Terms. To book a Travel Service, you must also accept these Terms. If you do not accept these Terms, then please do not use our Service or book a Travel Service.

We may make changes to these Terms by updating them at any time for various reasons, including (1) to improve the Terms and make them clearer or easier to understand, (2) to comply with legal, regulatory and/or tax requirements, (3) where we make changes to our Service or how we run our business, or (4) for security related reasons. You can see when we last updated these Terms by checking the "last updated' date at the top of these Terms.

If we make changes that will materially impact your rights or obligations, we will provide you with reasonable advance notice of such changes, unless the changes are urgently required by applicable security, legal or tax requirements, in which case we will let you know as soon as we are able to.

Your continued use of our Service after any changes come into effect will constitute your acceptance of the updated Terms. If you do not accept the changes, please do not use our Service.

Any existing bookings will continue to be governed by the Terms that applied to your booking when the booking was made. We recommend that you save or print a copy of these Terms.

In these Terms:

"**we**", "**us**" or "**our**" refer to Hotels.com, L.P., a Texas Limited Partnership having its registered office at 5400 LBJ Freeway, Suite 500, Dallas, Texas 75240, USA, which provides our Service

**"Content"** refers to all text, descriptions, reviews, photographs, images, videos, software, and other content submitted to our Service

"**Expedia Travel**" refers to Travelscape, LLC, a company incorporated and resident for all purposes in the USA having its registered office at 5000 W. Kearney Street, Springfield, MO 65803, USA

"**our Group of Companies**" refers to us, Expedia, Inc., and each of our respective subsidiaries and corporate affiliates

"**our Service**" refers to the provision of our websites, apps and online tools

"**Travel Provider**" refers to the travel supplier making available the Travel Services to you through our Service

"**Travel Services**" refers to the travel services made available to you by the relevant Travel Provider(s) through our Service, such as stays at a property

"**you**" refers to you, the person using our Service.

Please read these Terms carefully.

## Section 1 Rules and Restrictions

As well as these Terms, other terms and conditions provided by Travel Providers (such as a property's terms and conditions) also apply to your booking ("**Rules and Restrictions**").

To make a booking, you must accept the Rules and Restrictions of the Travel Provider that you select (such as payment of due amounts, cancellation policies, refundability, availability restrictions and use of fares or services, etc.). The relevant Rules and Restrictions are provided to you before you make a booking and are incorporated by reference into these Terms.

If you violate a Travel Provider's Rules and Restrictions, your booking may be cancelled and you may be denied access to the relevant Travel Service. You may also lose any money paid for such booking, depending on the Travel Provider's Rules and Restrictions.

Travel Providers may either be individuals acting on a consumer to consumer basis, or professionals operating on a business to consumer basis. On our Service we label listings as “private host” or “private supplier” where the Travel Provider has notified us that they are acting in the capacity as an individual (non-professional). If you enter into an agreement with an individual on a consumer-to-consumer basis, please be aware that consumer law will not apply in relation to your contract with the Travel Provider. The Travel Provider is solely responsible for determining whether or not they are operating as a consumer or a business and for any representations they make to you with respect to their status.

In certain countries, when payment is taken at the time of booking, Expedia Travel may be the Travel Provider for the purposes of making the Travel Service available to you, including but not limited to Travel Services supplied in the European Union under Articles 28 and 306-310 of the EU Principal VAT Directive 2006/112/EC and any equivalent domestic legislation in any country. In such instances, the Rules and Restrictions are the terms and conditions provided by the underlying supplier (such as a property’s terms and conditions).

## Section 2 Using our Service

### Our rules

We provide our Service to help you find information about Travel Services and to assist you in booking those Travel Services. It is provided to you for no other purpose.

We aim to provide you with many travel options through our Service. Our Service does not present you with an exhaustive list of travel options that are available at a particular destination or in response to a particular search query. Travel Services available for booking through our Service and additional travel options may also be available for booking through other distribution channels.

You agree that:

- you will only use our Service for personal and non-commercial purposes
- you must be at least 18 years of age and have the legal authority to enter into contracts
- you will use our Service lawfully and in compliance with these Terms
- all information supplied by you is true, accurate, current and complete
- if you book on behalf of others:
- you will obtain their authorisation prior to acting on their behalf
- you will inform them about the terms that apply to the booking (including the Rules and Restrictions) and ensure that they agree to, and will comply with, such terms, and
- you will be responsible for paying any amounts due, for making any change/cancellation requests and for all other matters relating to the booking.

You also agree not to:

- make any false or fraudulent booking
- access, monitor or copy any content on our Service using any robot, spider, scraper or other automated means or any manual process
- violate the restrictions in any robot exclusion headers on our Service or bypass or circumvent other measures employed to prevent or limit access to our Service
- take any action that imposes, or may impose, an unreasonable or large load on our infrastructure
- deep link to any part of our Service
- “frame”, “mirror” or otherwise incorporate any part of our Service into any other website.

### Access

We may, acting reasonably, deny anyone access to our Service (or any other sites, apps, tools and services you have access to under your Expedia Group Account, as defined below) at any time for any valid reason. We may also make improvements and changes to our Service at any time.

## Account

To make use of all the features available on our Service, you will need to create an account with us (or create an Expedia Group Account, as defined below) and sign in to it.

To create an account, you must be at least 18 years of age and follow the account creation instructions provided through our Service.

If you have an account with us, you must:

- safeguard your account information
- be responsible for any use of your account by you or others (even those transactions that you did not intend to be performed)
- notify us immediately of any unauthorised use of your account, and
- provide us with all necessary information, to the extent required for us to comply with our legal obligations.

The account you create on our Service also allows you to access other sites, apps, tools and services offered by members of our Group of Companies (including Expedia and Vrbo) using the same account credentials, in addition to our Service (an "**Expedia Group Account**"). Please note that when using your Expedia Group Account, the relevant terms of service displayed on the sites, apps, tools and services that you are using will govern your use of them.

For information on how to delete your account, sign into your account on our Service and follow the applicable account deletion process or visit our Help Centre. For further information about your privacy rights (such as deletion or access), please see our Privacy Statement.

## Accessibility

Our Service includes many accessibility features. Information on how we comply with the EU Accessibility Directive can be found in our Accessibility Statement.

## How we order your search results

There are many travel options available through our Service and we want to make your search results as relevant as possible. At the search results page you will see our default sort order, however you can select how to sort your results and also use filter options to prioritise results based on your chosen preferences, such as price, guest review score or other criteria. You can learn more on how we order search results by visiting our How our sort order works page.

Within your search results we also sometimes display travel options that are paid-for commercial listings from our Travel Providers. Such travel options are clearly labelled for your information as "Ad" or similar equivalent labelling, to differentiate them from other travel options.

## Redirection and third-party booking services

If you are redirected from our Service to a third-party booking service (such as for car rental) to make a travel booking, please bear in mind that any bookings made through such a booking service will be with the third-party and not with us. We are not responsible for bookings made through third-party booking services and we have no liability to you in respect of such a booking, except if they form part of a Linked Travel Arrangement as defined and explained at Section 6C (Linked Travel Arrangements). The terms and conditions of the third-party service provider will set out what rights you have against them and will explain their liability to you. If the booking you make with a third-party service provider forms part of a Linked Travel Arrangement, then we have protection in place to refund your payments to us for any services not performed because of our insolvency.

## Section 3 Confirming a booking

Your Booking Confirmation includes the essential elements of your booking, such as the description of the Travel Service(s) booked and the price.

We will send your Booking Confirmation and any relevant travel documents to the email address you provide when you book. If you do not receive your Booking Confirmation within 24 hours of making your booking, please contact us via our Help Centre.

In accordance with your communication preferences, we may also send your Booking Confirmation to you by SMS shortly after you have made the booking, as well as further booking updates. Message frequency may vary. Message and data rates may apply. You may decide to not receive such service SMS by simply opting out in the booking path. You may also opt out or stop receiving such transactional SMS anytime by replying 'STOP' in response to an SMS received. For additional help, text 'HELP' in response to an SMS received or contact us via our Help Centre.

## Section 4 Payment

### Price

The price of the Travel Service(s) will be as displayed on our Service, except in cases of obvious error.

Prices for Travel Services are dynamic and can change at any time. Price changes will not affect bookings already accepted, except in cases of obvious error. We display many Travel Services, and we try hard to ensure that the displayed price is accurate. We reserve the right to correct any pricing errors on our Service.

If there is an obvious error and you have made a booking, we will offer you the opportunity to keep your booking by paying the correct price or we will cancel your booking without penalty. We have no obligation to make available Travel Services to you at an incorrect (lower) price even after you have been sent a Booking Confirmation, if the error should reasonably have been apparent to you.

### Taxes

The prices displayed through our Service may include taxes or tax recovery charges. Such taxes or tax recovery charges may include amounts associated with value-added tax, goods and services tax, sales tax, occupancy tax and other taxes of a similar nature.

Taxes or tax recovery charges are generally calculated or estimated on the prices displayed through our Service before any discounts (including those funded by us), coupons and loyalty rewards that may be applicable to your booking, unless those discounts, coupons and loyalty rewards are considered as a reduction in price for the purposes of calculating or estimating taxes in the relevant jurisdiction for the booking.

In certain jurisdictions, you may be responsible for paying local taxes imposed by local tax authorities (such as city taxes or tourist taxes, etc.). Our Group of Companies or the Travel Provider may charge you such local taxes. Our Group of Companies will notify you of any local taxes that will be payable by you before you complete your booking, where such taxes have been notified to our Group of Companies by the Travel Provider.

The amount of local taxes can change between the booking date and trip date. If taxes have changed by your trip date, you may be liable to pay taxes at the higher rate.

### Payment processing

When payment is taken at the time of your booking and paid for in the local currency of our Service (as relevant), the company taking that payment (via third-party payment processors) and charging your payment method will be the company set out next to the relevant location of our Service in the table below.

| Location | Our company taking your payment |
|---|---|
| Austria, Bahrain, Belgium, Bulgaria, China, Denmark, Egypt, Finland, France, Germany, Greece, Hungary, Iceland, Indonesia, Ireland, Italy, Jordan, Kuwait, Lebanon, Malaysia, Morocco, Netherlands, Norway, Oman, Qatar, Philippines, Portugal, Romania, South Africa, Spain, Sweden, Taiwan, Thailand, Turkey, United Arab Emirates, Vietnam | Travel Partner Exchange S.L. |
| Australia | Travelscape, LLC. a company registered in Australia |
| Brazil | Expedia do Brasil Agência de Viagens e Turismo Ltda. |

| Location | Our company taking your payment |
|---|---|
| Argentina, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Panama, Peru, Venezuela | Travelscape, LLC. |
| Canada | Travelscape, LLC. |
| Hong Kong | Travel Partner Exchange Hong Kong Limited |
| India | Hotels.com India Private Limited, Travel Partner Exchange Singapore Pte. Ltd. or Travel Partner Exchange S.L. |
| Japan | Travel Partner Exchange Japan KK |
| Mexico | Expedia Mexico, S de R. L. de C.V. |
| New Zealand | Travel Partner Exchange New Zealand Ltd. |
| Saudi Arabia | Travelscape, LLC or Travel Partner Exchange S.L. |
| Singapore | Travel Partner Exchange Singapore Pte. Ltd. |
| South Korea | Travel Partner Exchange Korea Co., Ltd. |
| Switzerland | Travel Partner Exchange Switzerland Limited |
| United Kingdom | Travel Partner Exchange UK Limited |
| United States | Travelscape, LLC. |

Notwithstanding the governing law and jurisdiction paragraph in Section 16 (General) of these Terms, where one of our companies (as set out in the table above) takes your payment (via third-party payment processors) and charges your payment method, the law governing that payment transaction will be the laws of the location of such company.

Our Privacy Statement provides information on how we use your payment and account information when you elect for us to store a credit or debit card or other payment method for future use.

## Payment verification

You authorise the relevant company (as set out in the table above) or the Travel Provider to:

- verify your payment method by obtaining a pre-authorisation, charging a nominal fee or through other verification means, and
- on verification, charge your payment method.

## Fees charged by banks

Some banks and card issuers impose fees for international or cross-border transactions. For example, if you make a booking using a card issued in a different country from the Travel Provider's location or you choose to transact in a currency that is different from the local currency of our Service, your card issuer may charge you an international or cross-border transaction fee.

Also, some banks and card issuers impose fees for currency conversion. For example, if you make a booking in a currency different to the currency of your credit card, your card issuer may convert the booking amount to the currency of your credit card and charge you a conversion fee.

If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank or card issuer. Our Group of Companies is not associated or responsible for any fees relating to varying exchange rates and card issuer

fees.

### Currency conversion

Any currency conversion rates displayed on our Service are based on public sources and current exchange rates, which may vary between the time a booking is made and the time of travel. Such rates are provided for information purposes only and, while we seek to provide information that is correct, our Group of Companies does not guarantee the accuracy of such conversion rates because they are not within our control.

### Alternative payment methods

We may work with providers of alternative payment methods (such as consumer finance companies), to provide our travellers with alternative payment methods. Our Group of Companies does not endorse or recommend any alternative payment provider or their products or services. Our Group of Companies is not responsible for the content or the acts or omissions of any alternative payment provider. Your use of any such provider's payment method is at your own risk and will be governed by such provider's terms and policies.

### Fraud

If a booking or account shows, in our reasonable view, signs of fraud, abuse, association with a government-sanctioned person or entity, or other suspicious activity, we may request additional information from you.

If we reasonably conclude that a booking or account is associated with fraud, abuse, a government-sanctioned person or entity or suspicious activity, we may:

- cancel any bookings associated with your name, email address or account
- close any associated accounts, and
- take legal action, including to seek to hold you liable for any loss.

Please contact us via our Help Centre about the cancellation of a booking or closing of an account.

## Section 5 Cancelling or changing a booking

### Withdrawal right

You acknowledge and accept that the withdrawal right in respect to your bookings is excluded pursuant to article 6(1)(k) of the Directive 2011/83/EU.

### Cancellation or change by you

Cancellations or changes (with respect to the travel date, destination, place where the trip starts, property or means of transport) to a booking can be made via our Help Centre.

You do not have an automatic right to cancel or change a booking unless allowed by the relevant Travel Provider under their Rules and Restrictions (which are provided to you before you make a booking).

Travel Providers may charge you fees for cancelling (in full or part) or changing a booking. Such fees will be set out in the Rules and Restrictions. You agree to pay any charges that you incur. Please be aware that for changes, the price of your new arrangements will be based on the applicable price at the time you ask us to make the change. This price may not be the same as when you originally booked the Travel Services. Prices tend to increase the closer to the departure date that the change is made.

Please read the relevant Rules and Restrictions, so you know which terms apply to your booking. For example:

- if you book a stay at a property and you do not cancel or change your booking before the relevant cancellation policy period, you may be subject to the cancellation or change charges as shown in the relevant Rules and Restrictions
- some properties do not permit cancellations of, or changes to, bookings after they are made
- if you make a Pay Later booking and you do not show up or cancel the booking, the property may impose a no-show or cancellation charge as shown in the relevant Rules and Restrictions and you will be charged the property's no-show or cancellation charge, and
- if you do not show up or fail to use some or all of the Travel Services booked, refunds may only be due to you in line with the relevant Rules and Restrictions.

If you want to cancel or change any part of a booking and such cancellation or change is allowed by the relevant Travel Provider, then, in addition to any charges imposed by the Travel Provider, we may also charge you an administration fee. If such an administration fee applies, it will be notified to you before you agree to proceed with the change/cancellation.

### Other cancellation or change

We (and the relevant Travel Provider) may cancel your booking if full payment for the booking, or any applicable cancellation/change charge or fee relating to a booking is not received when due.

For a variety of reasons (such as a property is overbooked due to connectivity issues or a property is closed due to a hurricane, etc.), it is possible that a booking may be cancelled or changed by the Travel Provider or us. If this happens, we will make reasonable efforts to notify you as soon as possible and offer alternative options/assistance where possible or a refund.

### Refund

Any refunds will be transferred back to you to the payment method you used to make the original booking. Such refunds will be made by the party that took your original payment. We do not have visibility of a Travel Provider's refund process. Our fees are not refundable unless this is stated otherwise during the booking process.

## Section 6 Travel Service specific terms

This Section provides details of the terms relevant to the specific Travel Services provided by the Travel Provider. These details are not exhaustive and do not replace the relevant Rules and Restrictions, which are provided to you before you make a booking.

Each Travel Service is subject to the relevant Rules and Restrictions of the Travel Provider. Please also read this Section which will also apply to your booking as applicable. If there is any inconsistency between this Section and the relevant Rules and Restrictions, the relevant Rules and Restrictions prevail.

## A. Stays

Our Service may provide you with the option to Pay Now or Pay Later. Room rates (including any applicable taxes and fees) are displayed to you through our Service under the Pay Now and Pay Later payment options. Please note that taxes and fees may vary depending on which payment option you choose. Tax rates and foreign exchange rates may change in the time between booking and your stay.

### Pay Now

If you select the Pay Now payment option, the relevant company (as set out in Section 4 (Payment)) typically will charge the booking amount to your payment method on booking.

### Pay Later

If you select the Pay Later payment option, the Travel Provider typically will charge your payment method in the local currency at the time of your stay or as otherwise notified to you during the booking process.

### Deposit

Some Travel Providers require a payment card or cash deposit at check-in to cover extra expenses incurred during your stay. Such deposit is not related to any payment received by the relevant company (as set out in Section 4 (Payment)) for your booking.

### First night no-show

If you do not show for the first night of your stay booking, but plan to check in for the subsequent nights, please confirm this with us before the original check-in date. If you do not confirm this, then your whole booking may be cancelled. Refunds for no-shows will only be due to you in line with the relevant Rules and Restrictions of the property.

### Group bookings

You may not book more than 8 rooms through our Service at the same property for the same stay dates. If you book more than 8 rooms in separate bookings, we may cancel your bookings. We may also charge you a cancellation fee and if you paid a non-refundable deposit, such deposit may be forfeited. If you want to book more than 8 rooms then please book through the "Groups and Meetings" section via our Service. You may be asked to sign a written contract or pay a non-refundable deposit.

### Ratings

Ratings shown through our Service indicate what you might expect from properties displaying that rating level. However, standards may differ from standards in your own country and site displayed ratings do not represent or promise any particular feature or amenity will be available. Additional information is available in the "Overview", "Amenities", "Fees and Policies" or "Important Information" section of the property details page, including (where applicable) if the rating displayed has come from a local or national star rating organisation.

These guidelines are subject to change, and our Group of Companies cannot guarantee the accuracy of any specific rating displayed from time to time through our Service.

### Meals

If meals are part of your stay booking, the number of meals included depends on the number of nights of your stay. Full board normally includes breakfast, lunch and dinner. Half board normally includes breakfast and either lunch or dinner. No refunds will be available if one or more meals are not consumed.

## B. Vrbo Holiday Rentals

When you book a holiday rental property distributed through our Service from Vrbo or one of the Vrbo brands (Stayz, Bookabach, FeWo Direkt and Abritel), referred to as a "**Vrbo Holiday Rental**", the Vrbo terms and conditions we present to you during the booking process apply to your payment and booking of the Vrbo Holiday Rental.

## C. Linked Travel Arrangements

"**Linked Travel Arrangement**" means the same as the definition of a "linked travel arrangement" in the Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on Package Travel and Linked Travel Arrangements as implemented into national law ("**Directive (EU) 2015/2302**").

In certain circumstances and depending on the Travel Services offered from time to time, a Linked Travel Arrangement may be formed as a result of Travel Services you decide to book on or via our Service. Where this possibility arises, you will be directed to read the important information below.

If, after selecting and paying for one Travel Service, you book additional Travel Services for your trip or holiday via our Service, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302. Therefore, we will not be responsible for the proper performance of those additional Travel Services. In case of problems please contact the relevant Travel Provider.

However, if you:

book a travel service with a third-party such as car rental for your trip via a targeted link on the confirmation page or Booking Confirmation not later than 24 hours after receiving the confirmation of the property booking from us those travel services will become part of a Linked Travel Arrangement. In that case we have, as required by EU law, protection in place to refund your payments to us for services not performed because of our insolvency. Please note that if any of your payments go directly to the relevant Travel Provider, we have not taken out any protection to refund you in the event of the insolvency of the relevant Travel Provider.

More information on insolvency protection:

We have taken out insolvency protection with Liberty Mutual Insurance Europe SE (5-7 rue Léon Laval, L-3372 Leudelange, Luxembourg). Travellers may contact this entity (Tel: +49 20 5892 3054, email: ippclaims@nl.sedgwick.com) if the services are denied because of our insolvency.

Note: This insolvency protection does not cover contracts with parties other than us which can be performed despite our insolvency.

Directive (EU) 2015/2302 as transposed into national law: the Package Holidays and Travel Trade Act, 1995, as amended by the European Union (Package Travel and Linked Travel Arrangements) Regulations 2019 (S.I. 80 of 2019) and the European Union (Package Travel and Linked Travel Arrangements) (No. 2) Regulations 2019 (S.I. No. 105 of 2019).

## Section 7 International travel

### International travel

Although most travel occurs without incident, travel to certain destinations may involve more risk than others. You must review any travel warnings/advice, etc. issued by the relevant governments before you book international travel. You should also monitor such travel warnings/advice during travel and before your return journey to help avoid and minimise any potential disruptions.

You may find travel advice and information on restrictions, entry requirements and the level of risk associated with travel to particular international destinations on the Department of Foreign Affairs (DFA) website. You should make sure you are aware of and comply with applicable advice, restrictions and entry requirements.

### Health

You should check the recommended inoculations/vaccinations which may change at any time. You should consult your doctor before you depart. You are responsible for ensuring that you:

- meet all health entry requirements
- receive the relevant/required inoculations/vaccinations
- take all recommended medication, and
- follow all medical advice in relation to your travel.

Online medical advice for travellers can be found on the HSE Ireland website. Otherwise, for medical advice regarding your journey, please contact your doctor.

### Passport and visa

You must consult the relevant Embassy or Consulate for passport and visa information. Requirements may change so check for up-to-date information before booking and departure and allow sufficient time for all relevant applications.

Our Group of Companies is not liable if you are refused entry onto a flight or cruise ship (if applicable) or into any country, due to your conduct, including your failure to carry the correct and adequate travel documents required by any Travel Provider, authority or country (including countries you are transiting through). This includes all stops made by an aircraft or a cruise ship (if applicable), even if you do not leave the aircraft or airport or cruise ship.

Passport: You are required to have a valid passport in the country of issue for all holidays offered through our Service.

Some overseas countries have an immigration requirement that your passport is valid for a minimum period after you enter that country, typically 6 months. If your passport is in its final year of validity, you must confirm the requirements of the destination before making final travel plans.

The name on the passport must match the name on the ticket, otherwise you may not be able to travel and insurance may be invalid. If, after booking a Travel Service but before travelling, any member of your party changes their name (for example, as a result of getting married, etc.), you must notify us via our Help Centre.

Please visit the Department of Foreign Affairs (DFA) website for more information regarding passports.

Visa: For information on visa requirements, you are advised to contact the Embassy or Consulate of the country you propose to visit, as well as the Embassy or Consulate of the country you wish to return to, if you are not a citizen of that country.

Some governments require airlines to provide personal information about all travellers on their aircraft. If applicable, the data will be collected either at the airport when you check in or in some circumstances when you make your booking. Please contact the relevant airline you are travelling with if you have any questions about this.

Our Group of Companies does not represent or warrant that travel to international destinations is advisable or without risk and is not liable for damages or losses that may result from travel to such destinations.

## Section 8 Liability

### Statutory rights

Consumers have certain statutory rights. The exclusions and limitations contained in these Terms apply only to the extent permitted by law. Nothing in these Terms shall be deemed to limit or exclude our liability for fraud or personal injury or death

(resulting from our acts or omissions).

## Liability for the Travel Services

The Travel Providers make the Travel Services available to you.

Where Expedia Travel is the Travel Provider, then to the extent permitted by law and subject to the exceptions and limitations in these Terms or the relevant Rules and Restrictions, Expedia Travel will only be liable to you for direct damages that were:

- reasonably foreseeable by both you and Expedia Travel
- actually suffered or incurred by you, and
- directly attributable to the actions of Expedia Travel in providing the Travel Services.

The liability of other Travel Providers to you will be as set out in the relevant Rules and Restrictions. Where Expedia Travel is not the Travel Provider then to the maximum extent permitted by law, Expedia Travel will not be liable to you for the provision of Travel Services by other Travel Providers.

## Our liability

We own and operate our Service and the Travel Providers provide the Travel Services to you.

To the maximum extent permitted by law, and subject to the exceptions and limitations in these Terms, our Group of Companies accepts no liability for:

- any such Travel Services that the Travel Providers make available to you
- the acts, errors, omissions, representations, warranties or negligence of any such Travel Providers, or
- any personal injuries, death, property damage or other damages or expenses resulting from the above.

The Travel Providers provide us with information describing the Travel Services. This information includes Travel Service details, photos, rates and the relevant Rules and Restrictions, etc. We display this information through our Service. The Travel Providers are responsible for ensuring that such information is accurate, complete and up to date. Our Group of Companies will not be liable for any inaccuracies in such information, unless and only if our Group of Companies directly caused such inaccuracies (and this also includes property ratings which are intended as guidance only and may not be an official rating). Our Group of Companies makes no guarantees about the availability of specific Travel Services.

Photos and illustrations on our Service are provided as a guide to show you the level and type of accommodation only.

For more information about the content displayed on our Service, please visit the Content Guidelines.

As mentioned above, consumers have certain guaranteed legal rights. Subject always to those rights, and to the maximum extent permitted by law and except as expressly set out in these Terms, all information, software, content, services, functions, Travel Services displayed or made available through our Service, or any products or services or hypertext links to third parties, or the transmission of sensitive information through our Service or any linked site, are provided without any express warranty or condition of any kind.

The display of Travel Services through our Service is not an endorsement or recommendation of such Travel Services by our Group of Companies

Our Group of Companies disclaims, to the maximum extent permitted by law, all warranties and conditions that:

- our Service, its servers or any email sent from our Group of Companies are free of viruses or other harmful components, and/or
- any materials or content contained in our Service, its servers or any email sent from our Group of Companies will be uninterrupted or error free or that defects will be corrected.

To the maximum extent permitted by law and subject to the limitations in these Terms, our Group of Companies will not be liable for any direct, indirect, punitive, special, incidental or consequential losses or damages arising from:

- the Travel Services,
- the use of our Service,
- any delay or inability to use our Service, or
- your use of links from our Service,

whether based in negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if our Group of Companies has been advised of the possibility of such damages.

If our Group of Companies is found liable for any loss or damage under these Terms, then, subject to the exceptions and limitations in these Terms and to the maximum extent permitted by law, our Group of Companies shall only be liable to you for direct damages that were:

- reasonably foreseeable by both you and our Group of Companies,
- actually suffered or incurred by you, and
- directly attributable to the actions of our Group of Companies.

This limitation of liability reflects the allocation of risk between you and us. The limitations specified in these Terms will survive and apply even if any limited remedy specified in these Terms is found to have failed its essential purpose. The limitations of liability provided in these Terms inure to the benefit of our Group of Companies.

Every instance of force majeure, including the interruption of means of communication or a strike (by airlines, properties or air traffic controllers, as applicable), will lead to the suspension of the obligations in these Terms that are affected by the force majeure event. In such a case the party affected by the force majeure event will not be liable as a result of the inability to meet such obligations.

## Section 9 Content

By submitting (or authorising the submission of) Content to our Service, you grant our Group of Companies a worldwide, non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform any such Content in any media, now known or later devised, for any purpose.

You acknowledge and agree:

- for any Content that you submit (or authorise others to submit) to our Service, that you have the legal right and authority to do so, and
- to the extent that the Content you submit (or authorise to submit) to our Service contains trademarks or other protected names or marks, that you have the legal right and authority to use such names, or marks.

You also grant our Group of Companies the right to legally pursue any person or entity that violates any intellectual property rights in, or attributable to, your Content.

You also acknowledge and agree that:

- our Group of Companies may choose to use the name that you submit with any Content to attribute your Content (for example, listing your first name and hometown on a review that you submit) at its reasonable discretion in a non-identifiable format. Such Content may also be shared with the Travel Providers.
- any Content you submit, or authorise to submit, to our Service is non-confidential and non-proprietary
- any Content you submit, or authorise to submit, to our Service is not misleading or deceptive or likely to deceive or mislead any person
- by submitting communications or Content to us, no confidential, fiduciary, contractually implied or other relationship is created between you and us, other than pursuant to these Terms, and
- you are fully responsible for your Content and all Content submitted by you must comply with our Content Guidelines.

If possible, in the event that you retain any rights of attribution, integrity or any other moral rights in any Content, you agree to waive your right to assert these or to require that any personally identifying information be used in connection with the Content, or any derivative works thereof, and affirm that you have no objection to the publication, use, modification, deletion or exploitation of your Content by our Group of Companies or any of our licensees.

We may exercise our rights (for example: to use, publish, display, delete, etc.) to any Content without notice to you.

All Content is subject to the Content Guidelines. For more information, please visit the Content Guidelines.

We claim no ownership or endorsement of, or affiliation with, any of your Content.

## Section 10 Intellectual property policy and notices

## Copyright and trademark notices

All contents of our Service are ©2026 Hotels.com, L.P., an Expedia Group company. All rights reserved. Hotels.com and the Hotels.com logo are trademarks of Hotels.com, L.P. Other logos and product and company names mentioned on our Service or these Terms may be the trademarks of their respective owners. We are not responsible for content on websites operated by parties other than us.

Our Service, and all content and information on our Service, is protected by copyright and other applicable intellectual property rights.

To the maximum extent permitted by law, reproduction of our Service, in whole or in part, including the copying of text, graphics or designs, is prohibited.

The Google® Translate tool may be made available through our Service to enable you to translate content, such as user-generated reviews. The Google® Translate tool uses an automated process to translate text and this may result in inaccuracies. Your use of the Google® Translate tool is entirely at your own risk. We do not make any promises, assurances or guarantees on the accuracy or completeness of the translations provided by Google® Translate.

## Download info from our Service

You agree to abide by any and all copyright notices, information or restrictions contained in, or relating to, any content on our Service.

Copying, storing or otherwise accessing our Service or any content on our Service other than for your personal, non-commercial use (other than in accordance with a valid listing) is expressly prohibited without our prior written permission.

Our Service may contain links to websites operated by parties other than us. Such links are provided for your reference only. We do not control such websites and are not responsible for their content or your use of them. Our inclusion of such links does not imply any endorsement of the material on such websites or any association with their operators.

If you are aware of an infringement of our brand, please let us know by emailing us at TrademarkComplaints@expediagroup.com. We only address messages concerning brand infringement at this email address.

## Intellectual property infringement policy and complaints

We respect the intellectual property rights of others and do not permit, condone or tolerate the posting of any Content on our Service that infringes any person's intellectual property rights.

We reserve the rights to terminate, in appropriate circumstances, our relationship with anyone who is the source of repeated intellectual property infringement on our Service.

Our products and services, including apps, software, web services, and content containing images, texts and videos are owned by our Group of Companies or by third parties who have given us permission to use the items.

If you are aware of an infringement of intellectual property on our Service or believe your Content has been improperly posted or made available on our Service, please note the requirements and instructions for filing copyright and trademark complaints can be found on our Intellectual Property Infringement Complaints page.

## Patent notices

One or more patents owned by us or our Group of Companies may apply to our Service and to the features and services accessible through our Service. Portions of our Service operate under licence of one or more patents. Other patents pending.

## Social media / third party websites

In this Section "**Social Media**" means websites and applications that enable travellers and Travel Providers to create and share content or to participate in social networking, including but not limited to websites and applications such as X (formerly Twitter), Meta, Facebook, Instagram, Snapchat etc.

If our Service offers a service that allows us to access or use any profile or other information about you that you have provided to a Social Media site and you decide to use such tool or service, you acknowledge and agree that:

- the information or content that is a part of your Social Media site profile, which you have designated as "public" (or a similar designation) (with such information or content and referred to herein as "**Social Media Content**"), may be accessed and used by us in connection with our Service
- the Social Media Content will be considered Content under these Terms and both you and we shall have the same rights and responsibilities as you that we have with respect to your Content under these Terms
- in the event that the Social Media Content was for any reason misclassified with a public or similar designation or is otherwise inaccurate or to which you do not agree with for any reason, you agree to work with the Social Media site to make any changes or resolve any disputes and acknowledge that we will not be able to provide you with recourse, and
- the operation of your profile and account with and on the Social Media site shall continue to be governed by the terms and conditions and privacy policy of such Social Media site.

## Reporting brand fraud and scam activities

We work hard to stay ahead of scammers and protect the travel experience. Here are some things our customer service team will never do:

- Request a gift card in exchange for services.
- Call or send an email asking for account passwords.
- Request other personal information unrelated to a previous service issue.
- Request wire transfers or payment information through text message.

If you encounter any of the above when talking to someone purporting to be our representative, please end the conversation and report to us as soon as possible by contacting our Brand Fraud Prevention and Action Team at the following email address: brandfraudreport@expediagroup.com.

For more tips and information on identifying and reporting fraud and scam activities, please visit our Help Centre for articles on phone call scams, gift card scams and email scams (phishing).

## Section 11 Software available on our Service

### Software

Any software made available to download from our Service or a mobile app store ("**Software**"), is the copyrighted work of our Group of Companies or our suppliers, or is licensed for public distribution. Your use of the Software is governed by the terms of the end user licence agreement (if any) which accompanies the Software ("**Licence Agreement**"). You must first agree to the Licence Agreement to install, download or use any Software.

For any Software not accompanied by a Licence Agreement, we grant you a limited, personal, non-exclusive, non-transferable and non-sub-licensable licence to download, install and use the Software for using our Service in line with these Terms and for no other purpose. The Software is provided to you free of any fees or charges.

All Software (such as all HTML code and Active X controls, etc.) contained on our Service, is owned by our Group of Companies, or our suppliers, or is licensed for public distribution. All Software is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is prohibited by law and may result in severe civil and criminal penalties. Anyone who violates this may be prosecuted.

Without limiting the above, copying or reproduction of the Software to any other server or location for further reproduction or redistribution is expressly prohibited. The Software is warranted, if at all, only according to the terms of the Licence Agreement.

### Map terms

Your use of mapping available on our Service is governed by the Google Terms of Use, Google Acceptable Use Policy, Google Legal Notices and Google Privacy Statement and the Microsoft Terms of Use and Microsoft Privacy Statement. Google and Microsoft reserve the right to change their Terms of Use and Privacy Statements at any time, at their sole discretion, in accordance with their Terms of Use and Privacy Statements (as applicable).

OpenStreetMap geo data used in mapping is © OpenStreetMap contributors and available under the Open Database Licence (ODbL).

## Section 12 Artificial intelligence

### Scope of AI usage

Some features and tools on our Service utilise 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 these features and tools. We process data you may input and any generated data for purposes of providing you with our Service, for product improvement purposes, for quality and troubleshooting purposes, and other purposes in accordance with these Terms and our Privacy Statement.

### User notification and transparency

To ensure transparency, we will identify when users are interacting directly with an AI-powered assistant or feature and provide further information in our Privacy Statement.

### Data handling and privacy

For more information about how we may process your personal information when utilising AI and how you can exercise your rights, please review our Privacy Statement.

### Intellectual property rights

All AI-generated content, 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 unauthorised use, reproduction, or distribution of AI-generated content is strictly prohibited and may result in legal action.

### 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 such AI tools are provided on an "as-is" and "as-available" basis.

We make no representations of any kind as to the relevancy, accuracy, or completeness and are not responsible for damages or losses arising from your use of or reliance on such content.

### Updates and changes

We reserve the right to update or modify AI-generated content at any time.

### Section 13 Your privacy and personal information

We are committed to the privacy, confidentiality, and security of personal information entrusted to us. We will collect and process your personal information in accordance with our Privacy Statement.

For more information about how we process your personal information and how you can exercise your rights, please review our Privacy Statement.

You agree that you will protect third parties' personal information with the same degree of care that you protect your own confidential information (using, at minimum, a reasonable standard of care) and, to the maximum extent permitted by law, you assume all liability for the misuse, loss or unauthorised transfer of such information.

### Section 14 Rewards programme

We have a free loyalty programme available to our travellers. For more information on our programme and its benefits, please see our current terms and conditions. These are incorporated by reference into these Terms.

You will automatically become a loyalty member when:

- you create an account with us, or
- (if you already have an account with us and are not already a loyalty member) you sign in to your account.

### Section 15 Contact us and complaints

### Traveller support and the handling of complaints

We are here to help you with any queries or complaints you have in relation to your booking.

For answers to commonly asked questions, or to contact us via our chat function, please visit our Help Centre.

Following a problem with your booked Travel Service, if you raise a complaint or are entitled to compensation by the Travel Provider, then we will assist you and the Travel Provider to try to resolve the problem.

Please raise any issues you experience with your booked Travel Service to us, or to the relevant Travel Provider, before or during your trip where possible. This will enable us to try to resolve the issue at the earliest opportunity and limit any damage suffered by you. If you do not raise an issue before or during your trip where this would have been possible, this may deprive us and the Travel Provider the opportunity to investigate and rectify your issue whilst you are away. This may affect your rights under these Terms, including reducing any compensation due, potentially to zero.

If you are unable to raise an issue with your booked Travel Service before or during your trip (for example, the issue occurred on the inbound journey), please raise to us, or to the relevant Travel Provider, as soon as possible after your trip. You are encouraged to raise any complaints within 30 days after travel.

Hard copy complaints should be sent to either:

• the Travel Provider providing the Travel Service, at the address set out on the page where you complete your booking; or

• to us, at the address below:

Hotels.com, L.P.

5400 LBJ Freeway

Suite 500

Dallas

Texas 75240

USA

(with a copy to: IEsupport@chat.hotels.com)

Customer Support telephone number: +353 1 656 9439 (local rate)

### Illegal content and security matters

If you suspect content on our Service could be illegal please send us an email at eu-notifications@hotels.com or report it to us by using the ‘report this listing’ button.

For information about what to do if you suspect that content displayed on our Service could be illegal, please visit the Content Guidelines.

## Section 16 General

### Governing law and jurisdiction

These Terms are governed by the laws of Ireland. You consent to the exclusive jurisdiction and venue of the Irish courts in all disputes arising out of or relating to the use of our Service or these Terms.

### Insurance

Unless otherwise stated, prices displayed do not include travel insurance. You are advised to take out insurance that covers the consequences of certain cases of cancellation and certain risks (such as the cost of repatriation in the event of an accident or illness). You are responsible for ensuring that any insurance policy taken out adequately covers your requirements. You may be shown certain travel insurance products. If so, details of the insurance provider, relevant key information and terms and conditions will be shown on our Service.

### Failure to invoke

Our failure or delay to enforce any provision of these Terms does not waive our right to enforce the same or any other provision(s) of these Terms in the future.

### Unenforceable provisions

If any provision (or part provision) of these Terms is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision (or part provision) shall, if required, be deemed not to form part of these Terms with you. In such a case, the validity and enforceability of the other provisions shall not be affected.

### Entire agreement

These Terms constitute the entire agreement between you and us with respect to our Service. They supersede all prior or contemporaneous communications (whether electronic, oral, or written) between you and us about our Service.

### Assignment

We may, and you may not, assign, subcontract or delegate rights, duties or obligations under these Terms. However, we will not do so in such a way as to reduce any rights or guarantees you have under these Terms.

### Third-party rights

Save as expressly stated in these Terms we do not intend any part of these Terms to be enforceable by any person who is not a party to these Terms. No third-party's consent shall be required for the waiver, variation or termination of any part of these Terms. These Terms do not give rise to any rights under any applicable laws or regulations in relation to rights of third parties to enforce any part of these Terms.

### Survival of obligations

Any provision of these Terms, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of these Terms, shall survive such expiration or termination.

## Section 17 Registrations

### New York State tax registration

New York sales taxes and New York City occupancy taxes, where applicable, are due on your property stay. For Pay Now stay bookings, Travelscape, LLC’s New York sales tax vendor registration number is 880392667 and its New York City hotel occupancy tax registration number is 033960.

Please click below for additional information:

New York State Certificate

New York City Certificate