

# TERMS OF SERVICE

*Last revised: 06/06/22*

## Our terms

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 conditioned upon your acceptance of 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 change these Terms at any time and your future use of our Service following changes to these Terms is subject to you accepting those updated Terms. 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

“**our Group of Companies**” refers to us, and our subsidiaries and corporate affiliates

“**our Partners**” refers to any affiliated, co-branded or linked website through which our Group of Companies provides content or service

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

**“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.

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

**“you”** refers to you, the traveller, using our Service or making a booking with 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, refundability, penalties, 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 and we or the Travel Provider may debit your account for any costs we or they incur as a result of such violation.

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, we 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 have an account with us, you will:
  - safeguard your account information
  - be responsible for any use of your account by you or others
- 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 such terms
- you are 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 deny anyone access to our Service at any time for any valid reason. We may also make improvements and changes to our Service at any time.

## 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 can select how to sort your results and use filter options to prioritise results based on your chosen preferences, for example price, guest review score, or other criteria. If you decide not to use these features, then you will see our default sort order which orders results as set out [here](#).

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 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 6 (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](#).

### **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.

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

#### 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.

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 stay date. If taxes have changed by your stay 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, Saudi Arabia, South Africa, Spain, Sweden, Taiwan, Thailand, Turkey, United Arab Emirates, Vietnam | Travel Partner Exchange S.L.                        |
| Australia   | Travelscape, LLC. a company registered in Australia |
|   | Expedia do  |

|   |   |
|---|---|
| Brazil  | Brasil<br>Agência de<br>Viagens e<br>Turismo<br>Ltda.   |
| Argentina, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Panama, Peru, Venezuela | Travelscape,<br>LLC.                                    |
| Canada  | TPX Travel<br>Canada ULC                                |
| Hong Kong   | Travel<br>Partner<br>Exchange<br>Hong Kong<br>Limited   |
| India   | Hotels.com<br>India Private<br>Limited                  |
| Japan   | Travel<br>Partner<br>Exchange<br>Japan KK               |
| Korea   | Travel<br>Partner<br>Exchange<br>Korea Co.,<br>Ltd.     |
| Mexico  | Expedia<br>Mexico, S<br>de R. L. de<br>C.V.             |
| New Zealand   | Travel<br>Partner<br>Exchange<br>New<br>Zealand<br>Ltd. |
|   | Travel<br>Partner                                       |

|                |   |
|----------------|---|
| Singapore      | Exchange Singapore Pte. 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 15 (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.

#### Stored payment information

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:

1. verify your payment method by obtaining a pre-authorisation, charging a nominal fee or through other verification means, and
2. 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.

### Alternative payment methods

We may partner 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.

### Currency conversion

Any currency conversion rates displayed on our Service are based on public sources and current exchange rates, which may vary at the time of travel. Such rates are provided for information purposes only and our Group of Companies does not guarantee the accuracy of such conversion rates.

### Fraud

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

If we reasonably conclude that a booking or account is associated with fraud 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](#) about the cancellation of a booking or closing of an account.

## **Section 5 Cancelling or changing a booking**

### 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 by [contacting us](#).

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 in the property's local currency, 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 or a refund where possible.

#### 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. 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.

### **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 will charge your payment method in the local currency at the time of your stay.

#### Deposit

Some stay 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 for 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, including (where applicable) through local and national star rating organisations. These may differ from standards in your own country. Site displayed ratings do not represent or promise any particular feature or amenity. Additional information is available in the “Overview” or “Amenities” section of the property details page. These guidelines are subject to change, and our Group of Companies and our Partners 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.

## **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 Site. 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 Site, 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 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:

Hotels.com, L.P. has 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: +31 103120666 email: [Insolvency-claims@ipplondon.co.uk](mailto:Insolvency-claims@ipplondon.co.uk)) if the services are denied because of Hotels.com, L.P.'s insolvency.

Note: This insolvency protection does not cover contracts with parties other than Hotels.com, L.P., which can be performed despite Hotels.com, L.P.'s insolvency.

Directive (EU) 2015/23/02 as transposed into national law can be found [here](#), [here](#) and [here](#).

## **Vrbo Vacation Rentals**

When you book a vacation 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 Vacation Rental**”, the Vrbo terms and conditions we present to you during the booking process apply to your payment and booking of the Vrbo Vacation Rental.

### **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 information about the level of risk associated with travel to particular international destinations from the following source: [Travel Advice - Department of Foreign Affairs \(dfa.ie\)](#).

#### Health

Recommended inoculations/vaccinations may change at any time. You should consult your doctor on current recommendations before you depart. You are responsible for ensuring you:

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

Online medical advice for travellers can be found at <https://www.hse.ie/eng/>. 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 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, 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.

Please visit [Passports - Department of Foreign Affairs \(dfa.ie\)](https://www.dfa.ie/passports) 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.

Several governments are introducing new requirements for airlines to provide personal information about all travellers on their aircraft. 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**

### Liability for the Travel Services

The Travel Providers make the Travel Services available to you.

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

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

and in the event of our liability in respect of the Travel Services, such liability will not exceed, in total, the cost paid by you to us for the Travel Service in question.

The liability of other Travel Providers to you will be as set out in the relevant Rules and Restrictions.

### 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, we and our Partners will not be liable for:

- any such Travel Services that the Travel Providers make available to you
- for the acts, errors, omissions, representations, warranties or negligence of any such Travel Providers, or
- for 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 and our Partners will not be liable for any inaccuracies in such information, unless and only if we 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 and our Partners make 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.

To the maximum extent permitted by law, except as expressly set out in these Terms:

- all information, software, or Travel Services displayed through our Service are provided without any warranty or condition of any kind. This includes, but is not limited to, any implied warranties and conditions of satisfactory quality, merchantability, fitness for a particular purpose,



- title or non-infringement, and
- our Group of Companies and our Partners disclaim all such warranties and conditions.

The display of Travel Services through our Service is not an endorsement or recommendation of such Travel Services by our Group of Companies or our Partners. Our Group of Companies and our Partners disclaim, to the maximum extent permitted by law, all warranties and conditions that our Service, its servers or any email sent from us or our Partners are free of viruses or other harmful components.

To the maximum extent permitted by law and subject to the limitations in these Terms, neither our Group of Companies nor our Partners will 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 and our Partners have been advised of the possibility of such damages.

In respect of liability for our obligations under these Terms, or if we are found liable for any loss or damage under these Terms, then, to the maximum extent permitted by law, we shall only be liable to you for direct damages that were:

- reasonably foreseeable by both you and us,
- actually suffered or incurred by you, and
- directly attributable to our actions,

and in the event of our liability, such liability will in no event exceed, in the total, the greater of (a) the cost paid by you for the Travel Services in question or (b) one-hundred dollars (US\$100.00) or the equivalent in local currency.

This limitation of liability reflects the allocation of risk between you and us. The limitations specified in this Section 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 and our Partners.

Every instance of force majeure, including the interruption of means of communication or a strike by airlines, properties or air traffic controllers, 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.

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).

### Indemnity

You agree to defend and indemnify our Group of Companies and our Partners 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 ("**Losses**"), including but not limited to, reasonable legal and accounting fees, brought by third parties as a result of:

- your breach of these Terms or the documents referenced in them
- your violation of any law or the rights of a third-party, or
- your use of our Service,

to the extent that such Losses are not directly caused by the actions of our Group of Companies or our Partners (as applicable).

### **Section 9 Reviews, comments and photos**

By submitting content to our Service by email, postings or otherwise, including any property reviews, photos, videos, questions, comments, suggestions, ideas or the like contained in any submissions (collectively "**Submissions**"), you:

- confirm that all Submissions you make are your original creation and that you have and will maintain all rights necessary to allow us to use the Submissions as set out in these Terms, and
- grant our Group of Companies and our Partners as permitted by law, a non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable through multi-levels right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or later devised.

You also acknowledge and agree that our Group of Companies and our Partners may choose to use the name that you submit with such Submission to attribute your Submissions (for example, listing your first name and hometown on a review that you submit) at our discretion in a non-identifiable format. Such Submissions may also be shared with the Travel Providers.

You also grant our Group of Companies the right to legally pursue any person

or entity that violates your or our Group of Companies' rights in the Submissions.

Submissions are non-confidential and non-proprietary.

If possible, you expressly waive any and all 'moral rights' (including rights of attribution or integrity) that may subsist in your Submissions. You agree that you have no objection to the publication, use, modification, deletion or exploitation of your Submissions by our Group of Companies, our Partners or any of our other licensees.

You are fully responsible for the content of your Submissions. You must not post or transmit to or from our Service and agree that any Submissions you make do not contain any content that:

- is unlawful, threatening, libellous, defamatory, obscene, pornographic, or would violate publicity or privacy rights or any law
- is commercial (such as solicitation of funds, advertising, or marketing of any goods or services, etc.)
- infringes, misappropriates or violates any copyright, trademark, patent or other proprietary right of any third-party, or
- is objectionable on the grounds of public interest, public morality, public order, public security or national harmony.

You will be solely liable for any damages resulting from not complying with the rules above, or any other harm resulting from your posting of Submissions to our Service.

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

If you submit more than one review for the same property, only your most recent Submission is eligible for use.

All Submissions must also comply with the following guidelines, as well as any further guidelines which may be brought to your attention during the content submission process:

- On topic - all Submissions must be relevant to property, restaurant, location, or general travel experiences.
- Original - you may only submit your own reviews, photos and other content. Do not submit content from any other source (personal or commercial).
- Non-commercial - do not make any Submissions that include third-party trademarks, logos, branding, images of celebrities or other recognisable people, promotional materials, or any other content intended for commercial purposes.
- No harmful files - do not make any Submissions that contain viruses or other harmful code that is either intended or may result in damage to our systems and/or those using them. Comments containing HTML tags or URLs will not format correctly on our site.
- Photos - images must be in BMP, PNG, GIF, or JPEG format with a file size of 5 MB or less.

We claim no ownership or endorsement of, or affiliation with, any Submissions made by you.

## **Section 10 Intellectual property policy and notices**

### Copyright and trademark notices

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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](mailto: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 expect our suppliers, partners, and users (collectively "**Users**") to do the same. We have a policy of prohibiting Users from posting materials that infringe the copyright, trademark rights, or other intellectual property rights of others, and under appropriate circumstances we will terminate the account of Users who are repeat infringers. The requirements and instructions for filing copyright and trademark complaints can be found in the "Intellectual Property Infringement Complaints and Forms" located [here](#).

## 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.

## **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 respective suppliers. 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, our Partners or our respective suppliers. 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 will 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 and Microsoft Terms of Use, and by the Google Privacy Statement 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. Please click below for additional information:

<https://privacy.microsoft.com/en-us/privacystatement>

<http://www.microsoft.com/maps/assets/docs/terms.aspx>

<http://www.google.com/privacy/privacy-policy.html>

[http://www.google.com/enterprise/earthmaps/legal/us/maps\\_AUP.html](http://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html)

[https://maps.google.com/help/legalnotices\\_maps/](https://maps.google.com/help/legalnotices_maps/)

[http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html)

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

## **Section 12 Your privacy and personal information**

We are committed to the privacy, confidentiality, and security of personal information entrusted to us.

Please review our current [Privacy Statement](#), which also governs your use of our Service and is incorporated by reference into these Terms, to understand our practices.

## **Section 13 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, or
- if you already have an account and are not already a member, when you sign into your account or use our Service.

## **Section 14 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.

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.

For queries or complaints whilst you are away, please contact us [here](#).

### Loss, theft or damage

Complaints about loss of, theft of, or damage to, luggage, clothing or personal belongings that were not under your control whilst you are away should be addressed to the relevant Travel Provider (such as the property or the airline, etc.).

### Whilst away

Please raise any issues you have whilst you are away (or as soon as possible after) to:

1. us [here](#); or
2. the relevant Travel Provider if the issue arose during the outward or return journey.

This will enable measures to be taken to resolve the issue and try to limit the damage suffered by you. If you do not raise any issues whilst you are away, 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.

### After travel

For complaints made after travel, please contact us [here](#).

You are encouraged to raise any complaints within 30 days after travel.

### Hard copy

Hard copy complaints should be sent to either:

- the Travel Provider providing the Travel Service, at the address provided in their Rules and Restrictions; 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](mailto:IEsupport@chat.hotels.com))**

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

The European Commission's Online Dispute Resolution Platform is available at <http://ec.europa.eu/odr>

## **Section 15 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. Use of our Service is unauthorised in any jurisdiction that does not give effect to all provisions of these Terms including, without limitation, this paragraph.

### 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.

### 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 16 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, Hotels.com, L.P.'s New York sales tax vendor registration number is 752942061 and its New York City hotel occupancy tax registration number is 033984.

Please click below for additional information:

[New York State Certificate of Authority](#)

[New York City Certificate of Authority](#)