

Guest Reservations Terms of Use

Legal Contract

These Terms of Use constitute a binding legal contract (the "Contract") between you and Guest Reservations (the "Travel Agent"). By using Travel Agent's website located at [guestreservations.com](https://www.guestreservations.com) (the "Travel Agent Website" or "Site"), you agree that these Terms of Use form a binding contract between you and Travel Agent. Please be aware that the Travel Agent Website also has a separate privacy policy, which is available at <https://www.guestreservations.com/about/privacy> (the "Privacy Policy"). You also agree to be bound by the Privacy Policy, which is incorporated into this Agreement by reference. As sufficient consideration for your assent to this Contract, you are provided access to the Site, Travel Agent's hotel-booking services, and Travel Agent's 24/7 Customer Call Center (the "Services").

DISPUTE RESOLUTION

THIS SECTION SIGNIFICANTLY AFFECTS HOW ANY DISPUTES THAT ARISE BETWEEN YOU AND TRAVEL AGENT MUST BE RESOLVED. PLEASE READ THIS SECTION CAREFULLY.

Definition of Claims. The term "Claims" shall mean any dispute between you and Travel Agent related to: i) this Contract or the Privacy Policy, ii) your use of or access to the Travel Agent Website, or iii) the Services.

Attempt at Informal Resolution. Customer satisfaction is Travel Agent's number one goal, and Travel Agent is committed to trying to resolve any Claims that may arise. As such, prior to commencing any legal proceeding related to any Claims, you agree to try to resolve any Claims you have by first contacting Travel Agent's Customer Service Department by phone and email at (866) 238-4218 and legal@guestreservations.com respectively.

Mandatory Arbitration. You and Travel Agent agree that all Claims that are not resolved through Travel Agent's Customer Service Department must be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert Claims in small claims court as provided below. There is no judge or jury in arbitration. The arbitrator will resolve any and all Claims, including any disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Contract, including any claim that all or any part of this Contract to arbitrate is void or voidable. The arbitrator's award will be final and binding, and a judgment on the arbitrator's award may be entered by a court. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules, including its Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org. You and Travel Agent agree to begin any arbitration by submitting a Demand for Arbitration to the AAA. You may choose to have the arbitration conducted by telephone based on written submissions or in person in the county where you live or at another mutually agreed location.

Class Action Waiver. YOU AND TRAVEL AGENT MAY ONLY BRING CLAIMS AGAINST THE OTHER ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. BOTH YOU AND TRAVEL AGENT AGREE THAT THIS WAIVER IS A MATERIAL PROVISION, AND IF THIS WAIVER IS LIMITED, VOIDED OR FOUND TO BE UNENFORCEABLE, THEN THE PARTIES' CONTRACT TO ARBITRATE SHALL BE NULL AND VOID SUBJECT TO THE RIGHT TO APPEAL THE LIMITATION OR INVALIDATION OF THE WAIVER. UNLESS YOU AND THE TRAVEL AGENT AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIMS.

Payment of Arbitration Fees. Payment of all arbitration fees will be governed by the AAA's rules. However, if the value of the relief you seek is \$10,000 or less, at your request, Travel Agent will pay all arbitration fees associated with the arbitration. Any request for payment of fees by Travel Agent should be submitted by mail to the AAA along with the Demand for Arbitration. In the event the arbitrator determines the claim you asserted in the arbitration is frivolous or brought for an improper purpose, you agree to reimburse Travel Agent for all fees associated with the arbitration paid by Travel Agent.

Limited Exception for Small Claims Actions. Notwithstanding the Mandatory Arbitration provision above, you may assert a Claim on an individual basis in small claims court if the Claim qualifies for small claims jurisdiction, which, in California, is a claim of \$10,000 or less, excluding costs, interest, and attorney's fees to the extent available.

Governing Law. The parties agree that this Contract and any Claims that might arise between you and Travel Agent shall be governed by and construed in accordance with the Federal Arbitration Act, federal arbitration law, and the laws of the State of California, USA, exclusive of conflict or choice of law rules. If you choose to pursue Claims in a small claims action, you agree that the small claim action must be filed and pursued only in the California Superior Court for Los Angeles County.

Application of Agreement to Third-Party Providers

You agree that the provisions of this Agreement applying to Travel Agent, including any disclaimers, limitations of liability and indemnifications, shall apply also to any third-party fulfilling reservations on behalf of Travel Agent.

Quoted Pricing

The price of the booking services provided by Travel Agent will be as quoted on the Travel Agent Website from time to time, except in cases of obvious error. Prices are liable to change at any time, but changes will not affect bookings already accepted. Despite Travel Agent's best efforts, some of the travel services listed on Travel Agent Website may be incorrectly priced. TRAVEL AGENT EXPRESSLY RESERVES THE RIGHT TO CORRECT ANY PRICING ERRORS ON OUR WEBSITE AND/OR ON PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE. IN SUCH EVENT, IF AVAILABLE, WE WILL OFFER YOU THE OPPORTUNITY TO KEEP YOUR PENDING RESERVATION AT THE CORRECT PRICE OR WE WILL CANCEL YOUR RESERVATION WITHOUT PENALTY.

Special offers and discount pricing of Travel Agent Services including, but not limited to, discounts on air fare, rental cars, cruises, and hotel rooms are only available at participating providers of those services, and when the providers of those air, car, cruise, hotel rooms make their flights, cars, cruises and hotel rooms available at such discounted prices. Prices shown include applicable discounts and are based upon discounted airfare, car rental rates, cruise ship rates, and hotel rates set by each provider of those services. Minimum stays may be required. Sale offers are subject to availability and may be discontinued without notice. Additional restrictions and blackout dates may apply.

Cancellations and Changes

Travel Agent does not change or modify existing nights to reservations. You can cancel your reservation either online at our Travel Agent Website, or by calling our customer service number. You may add additional services to an existing reservation provided the services desired are still available, and under the terms that are available at the time of the modification. You may be able to change your guest name, requested bed type, smoking preferences, special requests, accessibility options, room types and number of guests by contacting Travel Agent. You may be able to change your requested type of car reserved, and request special modifications to your reservation such as infant car seats and GPS services. However, please note our suppliers may impose other change and/or cancellation fees, depending on the nature of the request.

Each reservation is subject to the providers' cancellation policy, which varies by provider. In the case of hotels, condos, and room reservations the typical service provider usually requires notice of cancellation 24 to 72 hours prior to your arrival date. You may cancel your prepaid hotel reservation(s), but you will be charged the cancellation or change fee as stated on your confirmation receipt or indicated in the cancellation policy for the hotel. If you do not cancel or change your reservation before the cancellation policy period applicable to the hotel you reserved, you will be subject to a charge equal to applicable nightly rates, tax recovery charges and service fees. NOTE, some hotels charge for the entire stay. There are no refunds for no-shows or early check outs! If you intend to arrive at your hotel after the first night of your reservation, you MUST contact us prior to the commencement of the applicable cancellation policy, to prevent cancellation of your reservation and avoid any applicable fees from the hotel, condo, or room provider.

Cancellation of rental cars usually requires notice of cancellation 24 hours in advance. Cancellation of airfare is determined by the air carrier and many reservations may not be cancelled, or if they are, the airline may only issue a credit to your credit card that can only be used for future travel on the same airline and subject to their terms and conditions.

You agree to pay any cancellation or change fees that you incur. As stated above some travel service providers including airlines, hotels, and car rental companies do not permit changes to or cancellations of reservations after they are made, as indicated in the cancellation / change policy for the Travel Agent Service. You agree to abide by the terms imposed with respect to your prepaid travel reservations for any hotels, airlines, cruise lines, and car rental companies.

In the event that a hotel or service provider is unable to honor your reservation, Travel Agent will not be liable for any cost incurred due to rebooking of the flight, change of rental car, or relocation to another hotel or condo.

Website Content Ownership

The content and information pertaining to the Services and membership provided (including, but not limited to, price, descriptions and availability on Travel Agent Website), as well as the infrastructure used to provide such content and information, is proprietary to Travel Agent. While you may make limited copies of your travel itinerary (and related documents) for travel or services booked through Travel Agent, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, sell, or re-sell any information, software, products or services obtained from or through the Services, membership, and/or any information provided on the Travel Agent Website.

Impermissible Activities

You agree not to:

- make any speculative, false, or fraudulent reservation of any sort, that you do not plan to use for your personal benefit, or any reservation in anticipation of demand by any third party;
- violate the restrictions in any robot exclusion headers on the Travel Associate Website and/or Travel Agent;
- use Travel Agent and/or Travel Agent Services, and/or Travel Associate Website for any commercial purpose;
- take any action that imposes, or may impose, an unreasonable or disproportionately large load on our infrastructure;
- deep link to any portion of Travel Agent Website (including, without limitation, the purchase path for any travel services); and
- “frame”, “mirror” or otherwise incorporate any part of Travel Agent Website and/or any Travel Agent Services, into any other application, product or service without Travel Agent's prior written authorization.

Email Communications

By signing up to receive electronic newsletters of Travel Agent, book reservations of any sort and/or by creating an account, you agree to receive email communications that are account, transactional, membership, promotional or travel-related from Travel Agent. The travel-related emails will highlight special deals that are available to customers of Travel Agent. You can opt-out of receiving promotional travel-related emails by either visiting your account page to edit your profile or following the unsubscribe link on any of the travel-related emails you receive. If you booked reservations through Travel Agent for hotel, dinner reservations, show tickets, or any other service and/or created an account, you may not opt-out of communications which are account related and not promotional in nature. If you do not wish to receive these communications, you can deactivate your account and cancel all reservations for any Travel Agent Service.

No Assignment of Bookings; Access

Travel Agent is entitled to act on instructions received under your email address and itinerary number or credit card. No reservations made by Travel Agent, of any type, may be assigned or transferred to any third party except as expressly permitted by Travel Agent in writing. Travel Agent may interrupt your access to the Website, without liability to you or any other user, for the performance of maintenance on the Website, or to correct issues on the Website. We reserve the right to cancel any and all bookings or other transactions you have made using the Website after you have been prohibited from using the Services.

Authorization of Charges; Fees and Taxes

You authorize Travel Agent to book reservations for the price of airline tickets, rental cars, hotel rooms, and any other services charged by the provider, plus any applicable fees and taxes (including but not limited to bag charges, gas charges, and any applicable taxes, and service fees charged by Travel Agent). You also acknowledge that you have requested that Travel Agent provide you booking services, including but not limited to locating the best available rate at a particular hotel, to act as your agent in booking of reservations at hotels, restaurants, and shows and any additional Travel Agent Services. You acknowledge that the rates displayed on Travel Agent Website are a combination of the fees charged by the service provider (i.e. cruise ship, airline, rental car company, hotel, hotel supplier), including any applicable taxes and/or insurance and gas charges, and the marketing membership and service fee charged by Travel Agent. Concierge services, dining and destination discounts, 24-hour customer support and discounts to frequent customers (see below) are all part of the services offered as a result of the VIP membership of Travel Agent. No charges will be assessed by Travel Agent in excess of the fee disclosed to the customer in the invoice provided by Travel Agent to customer. Upon submitting your reservation request you authorize Travel Agent to process any and all reservations on your behalf, including making payment arrangements with suppliers of airfare, cruise ship services, rental car, and hotel suppliers. There is no change or cancellation fee charged on most published rental car charges, dining reservations, hotel rates, airline reservations and service fees charged by Travel Agent. There are some rates and membership fees that are specifically identified as nonrefundable that cannot be refunded once the service, car rental, cruise, or hotel room is booked. Travel Agent will retain the \$10.00 VIP Membership fee as processing fee if the customer changes or cancels reservations booked from Travel Agent's unpublished rates (e.g. call center only specials or pre-negotiated promotions for any Travel Agent Service.) On all otherwise cancellable rates, for any hotel you will be charged for a one night stay in the hotel, including all hotel tax charged by the hotel, and any fees charged by Travel Agent for the total booking, in the event you do not cancel your reservation within the time indicated on your confirmation receipt for the reservation. There may be other fees imposed by lodging suppliers and if the reservation is not cancelled by the time indicated, the entire amount, including the hotel fees, the hotel taxes, and the Travel Agent's service fees may be forfeited. Any such cancellation fees of the airlines, rental car, cruise ships, hotels or other products and services, will be disclosed to customers at the time of booking.

Credit Cards

Some banks and credit or debit card companies impose fees for international transactions. If you are making a booking from outside of the United States on a U.S. credit or debit card, your bank may convert the payment amount, both for the room and the membership fee charged by Travel Agent, to your local currency and charge you a conversion fee. This means that the amount listed on your credit or bank card statement may be in your local currency and therefore may be a different figure than the figure shown on the billing summary page for the reservation booked through Travel Agent. In addition, a foreign transaction fee may be assessed if the bank that issued your credit or debit card is located outside of the United States. Booking international travel may be considered to be an international transaction by the bank or card company, since we may pass on your payment to an international travel supplier. The currency exchange rate and foreign transaction fee is determined solely by your bank on the day that they process the transaction. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank. If Travel Agent receives a chargeback or payment dispute from a credit or debit card company or bank for an otherwise valid reservation, Travel Agent reserves the right to cancel any existing and/or future reservations without notice, and retain any membership and/or service fee. Travel Agent also reserves the right to recover any fees passed on to us by the credit or debit company or bank, plus any outstanding balances accrued as a result of the chargeback. In an effort to amicably resolve any outstanding billing issues please contact customer service directly. Requesting a chargeback for a valid charge is considered fraud and is not an appropriate or legal means of obtaining a refund. Travel Agent reserves the right to file a civil action against you and/or report you to the appropriate authorities if we believe you are defrauding Travel Agent. Please read and make sure you fully understand our refund policy prior to authorizing a payment. If your booking or account shows signs of fraud, abuse or suspicious activity, Travel Agent may cancel any bookings associated with your name, cancel any membership benefits accrued, email address or account, and close any associated accounts. If you have conducted any fraudulent activity, Travel Agent reserves the right to take any necessary legal action and you may be liable for monetary losses, including litigation costs and damages. To contest the cancellation of a booking, non-refund of a membership fee, or freezing or closure of an account, please contact our Customer Support.

Ratings

Travel Agent uses commercially reasonable efforts as your agent to determine the appropriate rates for any rental car company, restaurant, and/or hotel you select, but these are intended merely as guidelines and not as any form of guarantee. Because Travel Agent is not in the air travel business, rental car business, and/or hotel business, and does not sell a particular car, air travel ticket, or hotel room, but only assists you in making reservations, you understand and acknowledge that we have no control or authority over the airline, rental car, and/or hotel, or the rates they charge, or services they provide. Any decisions regarding update, maintenance, or description of the cruise, car, and/or hotel is provided exclusively by the providers of each. Lodging providers are constantly making changes, improvements and renovations to their products. Likewise lodging providers are constantly making their rooms available for customer's use, so any deterioration in the hotel rooms is not within the control of Travel Agent. Thus Travel Agent is not in a position to comment or give any opinion regarding the appropriateness of any fees charged by the hotels. We make commercially reasonable efforts to keep the Website updated. However, because of the nature of Travel Agent's Services, we are not in control of the quality of rooms provided by any particular hotel, at any time. Travel Agent does not guarantee the accuracy of any information on the Website nor do we make any guarantee that the lodging establishment is not undergoing any renovations.

Limitations on Bookings

You may not book more than 8 airline reservations, more than 8 people for the same cruise, more than 8 people for rental cars, or more than 8 rooms online for the same hotel/stay dates. If we determine that you have booked more than 8 services referenced above for the same dates, in total, in separate reservations and/or in the same reservation, we may at our sole discretion cancel your reservation(s), and charge you any applicable membership, service, and/or cancellation fees. If you purchased a non-refundable rate or rates for special events (i.e. Mardi Gras, Super Bowl, etc.) the cost of your entire reservation may be subject to forfeiture. If you wish to book 9 or more services, including air fare, car rental, cruises, hotel rooms, you must contact our group travel specialists by phone or by filling out the group travel form online. A travel specialist from our groups Agent partner will research your request and may contact you to complete your reservation. You may be asked to sign a written contract and/or pay a nonrefundable deposit, depending upon the nature of your request.

You acknowledge that you may not hold duplicate reservations for the same hotel for overlapping dates under the same guest name. If booking more than one room at a time, each reservation must have a unique customer assigned to each room. Travel Agent reserves the right to cancel any reservation that is considered a duplicate booking. Travel Agent is not responsible for any cancellation or no-show fees as a result of a duplicate

cancellation. You are responsible for any additional expense, any additional membership or service fees, and/or rate increase incurred as a result of a duplicate reservation.

Check-in

You are required to provide official state or authorized government issued ID upon check-in for any Travel Agent reservation. In addition, you are required to provide a credit or debit card upon request from the hotel for incidentals, as referenced above. You are required to provide an official State or authorized government issued ID with your picture upon check in for any airline, cruise ship or car rental. Your failure to produce such ID may result in forfeiture of the booking of the Travel Agent Service without any right to refund. Upon check-in at a hotel or for a cruise, customer acknowledges that customer will be required by the cruise line or hotel to provide a credit card to cover any incidental expenses that are incurred by the customer at any time during the stay. These expenses include, but are not limited to, room service, meals, valet parking, additional hotel taxes, internet fees, beverage fees, spa services, picture purchases, and any other fees associated or incidentals with staying at any particular hotel and/or traveling on any particular cruise line.

VIP Program

If you have been enrolled in the Travel Agent VIP Program, which gives members access to special travel rates including but not limited to airfare, car rental fees, cruise discounts, and lodging rates at hotels that are not available to the general public, you agree to keep these rates confidential to you and not reveal them to any third parties except when required by law to do so. The Travel Agent VIP Program is a private group, offered only by Travel Agent to its members by invitation only and typically as a result of reserving a travel-related service through Travel Agent, to include but not be limited to booking of air fare, rental cars, cruises, and hotel rooms. Travel Agent may revoke membership at any time, for any reason, at its sole discretion, without notice or compensation. If enrolled, you also represent and warrant that you do not work for or represent a company competing against Travel Agent, and that you do not work for or represent a hotel, lodging group or hotel chain, a rental car company, an airline and/or cruise company. The rates offered through the Travel Agent VIP Program are not subject to hotel Best Rate Guarantee (BRG) policies and you agree not to ask for BRGs on any hotel or lodging property rate you book through Travel Agent. If enrolled, you agree not to share your login and password with other users and to keep the unpublished rates, including but not limited to lodging, airfare, and rental car rates, confidential to you. To maintain your Travel Agent VIP Membership you must book a reservation through Travel Agent at least once every six months.

Exchange Rate

Currencies fluctuate in value. All payments and refunds are currently processed in U.S. dollars and will reflect the exchange rate in effect on the date of the payment/refund. All refunds are subject to this variation and Travel Agent is not responsible for any difference in exchange rates between time of payment and the time of refund. Currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified as accurate, and actual rates may vary. Currency quotes are not updated in real time. Check the date on the currency converter feature for the day that currency was last updated. The information supplied by this application is believed to be accurate, but Travel Agent and the providers of airfare, rental car, cruises, and/or hotel rooms do not warrant or guarantee such accuracy. When using this information for any financial purpose, we advise you to consult a qualified professional to verify the accuracy of the currency rates. We do not authorize the use of this information for any purpose other than your personal use and you are expressly prohibited from the resale, redistribution, and use of this information for commercial purposes.

WARRANTY DISCLAIMER

TO THE FULLEST EXTENT PERMITTED BY LAW, TRAVEL AGENT DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED. ALL CONTENT, INCLUDING MEMBERSHIP FEES, SOFTWARE, TRAVEL AGENT SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTAINED WITHIN OR AVAILABLE THROUGH THIS WEBSITE ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. TRAVEL AGENT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS WEBSITE. TO THE FULLEST EXTENT PERMISSIBLE, TRAVEL AGENT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY WORKMANLIKE EFFORT, INFORMATIONAL CONTENT, TITLE, OR NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES. TRAVEL AGENT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT THIS WEBSITE WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE AND/OR ITS SERVERS WILL BE FREE OF VIRUSES AND/OR OTHER HARMFUL COMPONENTS. TRAVEL AGENT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY MATERIAL OF ANY KIND CONTAINED WITHIN THIS WEBSITE FOR ANY PURPOSE, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTENT.

TRAVEL AGENT IS NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS IN THE TRANSMISSION OR RECEIPT OF TICKET ORDERS OR, ANY COMPUTER VIRUS OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

WITHOUT LIMITING THE FOREGOING, NO WARRANTY OR GUARANTEE IS MADE (I) REGARDING THE ACCEPTANCE OF ANY REQUEST, (II) THAT A USER WILL RECEIVE THE LOWEST AVAILABLE PRICE FOR GOODS AND/OR SERVICES AVAILABLE THROUGH THIS WEBSITE, (III) REGARDING THE AVAILABILITY OF PRODUCTS AND/OR SERVICES THROUGH THIS WEBSITE OR, WHERE APPLICABLE, AT ANY PARTICIPATING RETAILER OR RETAILER LOCATION, OR (IV) REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS WEBSITE.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN DISCLAIMERS OF WARRANTY, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

Limitation of Liability

The information, software, membership and services published on the Travel Agent Website may include inaccuracies or errors, including pricing errors. In particular, Travel Agent does not guarantee the accuracy of, and disclaims all liability for any errors or other inaccuracies relating to the information and description of a hotel, condominium, vacation rental, air fare, rental car, cruise and or any other travel products and services displayed on the website, (including, without limitation, the pricing, photographs, list of amenities, general product descriptions, etc.). In addition, we expressly reserve the right to correct any pricing errors of Travel Agent Services and/or pending reservations made under an incorrect price. In such event, if available, we will offer you the opportunity to keep your pending reservation at the correct price or we will cancel your reservation without penalty.

Travel Agent and its suppliers make no representations about the suitability of the information, software, membership, and services contained on the Travel Agent Website for any purpose, and the inclusion or offering of membership services on the Travel Agent Website does not constitute any endorsement or recommendation of such products or services by Travel Agent.

The carriers, hotels and other suppliers providing travel or other services on the Travel Agent Website are independent contractors and not agents or employees or representatives of Travel Agent. Travel Agent is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting there from. Travel Agent is the agent or representative of its customer, and as such, has no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond its direct control. Travel Agent has no responsibility for any additional expenses, omissions, delays, re-routing or acts of any government or authority, any acts of terrorism, and/or natural disasters.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER TRAVEL AGENT NOR ANY SUPPLIERS OF TRAVEL SERVICES BOOKED THROUGH TRAVEL AGENT SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF TRAVEL AGENT WEBSITE, OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THE WEBSITE (INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE UPON OPINIONS APPEARING ON THE WEBSITE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED WEBSITES, MEMBERSHIPS AND SERVICES OBTAINED). TRAVEL AGENT WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND, WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, CONSUMER PROTECTION STATUTES, OR OTHERWISE. THIS LIMITATION OF LIABILITY APPLIES EVEN IF TRAVEL AGENT OR ANYONE WITH WHOM TRAVEL AGENT CONTRACTS, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If, despite the limitation above, Travel Agent, and any providers of travel services with whom Travel Agent contracts, are found liable for any loss or damage which arises out of or in is any way connected with any of the occurrences described above, then the liability of Travel Agent and/or any agents, representatives, or employees of Travel Agent, will in no event exceed, in the aggregate, the lesser of (a) the membership fee or service fees you paid to Travel Agent, in connection with such transaction(s) or (b) One-Hundred Dollars (US \$100) or the equivalent in local currency.

This limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in this Contract is found to have failed of its essential purpose. The limitations of liability provided in this Contract will inure to the benefit of Travel Agent and any of its agents, representatives, partners and/or entities with whom Travel Agent has contracted.

SOME JURISDICTIONS MAY NOT ALLOW LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE WAIVERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

Indemnification

You shall, at your sole cost and expense, defend, indemnify and hold Travel Agent and its Agents, partners, officers, directors, employees, agents, subcontractors, representatives, customers, successors and assigns (in each case, a "Beneficiary") harmless from and against any and all damages, liabilities, losses, costs, fines, taxes, and expenses, including without limitation, reasonable attorneys' fees and expenses, arising out of, under or in connection with any claim, demand, charge, action, cause of action, or other proceeding arising out of or related to (a) any dispute or alleged dispute between you and any vendor or service provided by Travel Agent or as a result of your Travel Agent VIP Membership; (b) any breach by you of any covenant, representation or warranty set forth in this Contract or otherwise; (c) any irregularity, error, problem or defect occurring on the Travel Agent Website that is caused by you; (d) any defamatory or illegal, or allegedly defamatory or illegal, material transmitted across the Travel Agent Website by you (or any person that gains access to the network through you under these Terms of Service or otherwise); or (e) any claim by any person resulting from your negligent acts or omissions, or arising out of or in connection with the use of any vendor service, regardless of whether such claim is founded in contract, tort, warranty, or other cause of action. Each Beneficiary shall provide prompt written notice of any claim or liability and shall tender defense or settlement to Travel Agent, and shall fully cooperate in defense of the claim. Should you fail to honor a timely request for indemnification, then the Travel Agent Beneficiary shall, in addition to all other amounts, be entitled to all costs (including reasonable attorneys' fees) incurred in the enforcement of the right of indemnification hereunder when such enforcement results in a legal judgment or settlement.

Provider Requirements

Additional terms and conditions may apply to your reservation and/or purchase of travel-related services that the provider requires. Please read their terms and conditions carefully. You agree to abide by the terms or conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. We reserve the right to cancel your booking if full payment is not received in a timely fashion. You acknowledge that some third-party providers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such supplier's conditions of purchase may result in cancellation of your reservation(s) or purchase, in your being denied boarding on an airline, refusal to rent a car, and/or denial of access to any hotels, condominiums or vacation rentals. You may forfeit any monies paid for such reservation(s) or purchase, including but not limited to membership fees and payment for Travel Agent Services. You hereby authorize Travel Agent to debit your account for any costs Travel Agent incurs as a result of such violation. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of Travel Agent Website.

Overseas Destinations

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. Travel Agent urges passengers to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at www.state.gov, www.tsa.gov, www.dot.gov, www.faa.gov, www.cdc.gov, www.treas.gov/ofac and www.customs.gov.

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

International suppliers' rules, restrictions, and conditions may limit the use of Travel Agent reservations. Some suppliers of Travel Agent Services may vary depending on the guest's nationality.

You must consult the relevant Embassy or Consulate for this information. Requirements may change and you should check for up-to-date information before booking and departure. Travel Agent accepts no liability if you are refused entry onto a flight or into any country due to your failure to carry the correct and adequate passport, visa, or other travel documents required by any airline, authority, or country, including countries you may just be transiting through. This includes all stops made by the aircraft, even if you do not leave the aircraft or airport.

BY OFFERING TRAVEL PRODUCTS IN PARTICULAR INTERNATIONAL DESTINATIONS, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH AREAS IS ADVISABLE OR WITHOUT RISK. TRAVEL AGENT IS NOT LIABLE FOR ANY DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

Third-Party Websites

The Travel Agent Website may contain hyperlinks to websites operated by parties other than Travel Agent. Such hyperlinks are provided for your convenience only. Travel Agent does not control such websites and is not responsible for their contents or the privacy or other practices of such websites.

Third Parties

If you use Travel Agent Website to submit Requests for or on behalf of a third party, such as a family member or a traveling companion, you are responsible for any error in the accuracy of information provided in connection with such use; including, but not limited to, the billing address and phone number of the credit or debit card holder. These should match what is on file with their financial institution. In addition, you must inform the third party of all Terms of Service applicable to all products or services acquired through Travel Agent Website including all rules and restrictions applicable thereto. Each user using Travel Agent Website for or on behalf of a third party agrees to indemnify and hold Travel Agent harmless from and against any and all liabilities, losses, damages, suits and claims (including the costs of defense), relating to the third party's or the user's failure to fulfill any of its obligations as described above.

Changes to Contract

Travel Agent may modify the terms of this Contract after you use the Travel Agent Website or Services. Any changes to the Contract will not apply retroactively, but such changes will apply to any subsequent use of the Website or Services. Because changes to the Contract will apply to your subsequent use of the Site or Services, you should review the Contract each time you use the Travel Agent Website or the Services. If you do not agree to the modified Contract, you should discontinue your use of the Site and the Services. This Contract may not otherwise be amended except in writing, signed by you and Travel Agent.

Privacy Policy

Travel Agent believes in protecting your privacy. Please [click here](#) to review our current Privacy Policy, which also governs your use of Travel Agent Services to understand our practices: <https://www.guestreservations.com/about/privacy>.

Miscellaneous

This Contract, as it may be amended in writing including published amendments on the internet, constitutes the entire contract between you and Travel Agent with respect to the subject matter hereof. Travel Agent does not guarantee continuous, uninterrupted, or secure access to our services, and operation of the Travel Agent Website may be interfered with by numerous factors outside of our control. If any provision of this Contract is held to be invalid or unenforceable, such provision shall be enforced to the maximum extent possible, or if not enforceable, then struck, and the remaining provisions shall be enforced. You agree that Travel Agent may assign this Contract and all incorporated contracts in our sole discretion. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Nothing in this Contract shall be construed as creating or constituting a partnership, joint venture, or agency relationship between Travel Agent and the vendors who provide travel services. Travel Agent's failure to insist on strict performance of this Contract or to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

This Agreement was last amended and posted on this Site on December 14, 2019.