

# COMPENDIUM



## Travel Compendium, Inc.

### Terms and Conditions

We are pleased to welcome you to the Travel Compendium website. Accessing the Travel Compendium website ("Site") constitutes your agreement to the following Terms and Conditions ("Terms") and the terms and conditions of the suppliers. You should read these terms and our Privacy Policy in their entirety before accessing, using, or obtaining information or services from the Site. Our Terms and Conditions include important legal obligations and waivers INCLUDING AN ARBITRATION CLAUSE AND WAIVER OF CLASS ACTION that you agree to in exchange for the use of our Site. If you do not agree with all the Terms and Conditions and our Privacy Policy, you may not access the Site or use our services.

Within the term "we", "us", "our" and Travel Compendium refer to Travel Compendium, Inc., a Delaware Corporation. The terms "you" and "your" refer to you the User of the Site.

You acknowledge and agree that we may change these Terms from time to time and that those changes become effective immediately. If we make material changes, we will provide you notice. The newest version of our Terms and Conditions will always be posted on the Site. Your continued use of our services following the notice of any changes constitutes your acceptance and agreement to be bound by such changes. If you object to any changes you must immediately discontinue using the Site.

### Using the Website

The Site is currently made available to you for your personal, non-commercial use. When you access our Site in any way, you warrant that you are at least 21 years of age and possess the legal authority to enter into a binding agreement and that you will only use the Site in accordance with all the terms and conditions herein.

You agree to be financially responsible for all your use of the Site (as well as for use of your account by others). You agree that you are responsible for any bookings made by persons under your direction or control. You also warrant that all information supplied by you or on your behalf, or by members of your household in using the Site is true and accurate.

Further you also confirm that the traveler is not an unaccompanied minor. You agree to only make legitimate reservations or purchases for you or for another person for whom

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you are legally authorized to act. We always have the right to deny you use or access to the Site for any reason.

If you use this Site to make bookings for any third person, you are responsible for sharing these Terms and Conditions with them, and you are financially responsible for the booking. We will not be liable for, and you agree to indemnify us, for your failure to share these Terms and Conditions with the third party, or for any losses we suffer due to the third party's failure to fulfill all obligations under these Terms and Conditions.

## **We do not own or otherwise control the Travel Products.**

Our website is designed to allow you to search and book travel services. Travel Compendium does not provide, own, or control any of the travel services that you can access on our website. The travel services are owned, controlled, or made available by third parties (the "Travel Supplier"). Travel Suppliers include but are not limited to airlines, hotels, rental cars companies, tour companies and all other suppliers who supply any element of the services you book through the Site.

The Travel Suppliers are responsible for the travel services. The Travel Supplier's terms, and conditions and privacy policy apply to your booking and travel so you must agree to and understand those terms.

By booking the travel services and/or utilizing the travel services, you agree that neither Travel Compendium, or its employees, agents, or representatives are or may be liable for any loss, injury, or damage to you or your belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Travel Compendium.

Travel Compendium shall not be liable for any injury, damage, or loss resulting from the neglect of any Travel Supplier or other person supplying services. Travel Compendium hold themselves free of responsibility for any damage(s) from any cause(s) whatsoever. We are not responsible for any Travel Supplier's insolvency or bankruptcy.

While our Site displays information regarding many travel services, this is in no way meant to suggest or imply or in any way communicate our recommendation, approval, affiliation, partnership, or sponsorship of the travel service or the Travel Supplier. Your interaction with any Travel Supplier accessed through the Site is at your own risk.

## **Booking Partners**

To provide you with the best offers, we source travel services from a variety of suppliers who are not themselves Travel Suppliers; we refer to these suppliers as "Booking Partners."

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Through our relationship with our Booking Partners, we are authorized to market and/or sell the travel services offered by us. Travel Compendium does not in any way (directly or indirectly, independently or in conjunction with any party) own, manage, operate, or control, and assumes no responsibility for, any Booking Partner, any travel service or product they offer, their content, their policies, or any of their practices.

Some of our Booking Partners have additional terms and conditions beyond those that you see in these Terms so you must agree to and understand those terms.

## **Travel Supplier Descriptions/Amenities/Images**

While we exercise due diligence in the selection of our partners, travel service profiles are based on information provided to us by the Travel Supplier. For instance, in the case of hotel accommodations, this includes images and descriptions of the properties and rooms. Additionally, you should be aware that star ratings or similar systems are based on country classifications and therefore can differ.

While Travel Compendium does its best to maintain current and accurate information regarding these Travel Suppliers, we cannot be held responsible for any inaccuracies in supplier descriptions, amenities, or images.

## **Pricing**

**Rates:** The rates displayed on the Site are a combination of the rates and fees charged by the Travel Supplier supplying your travel services, such as accommodations, flights, or tours.

**Travel Supplier's Fees and Charges:** There are other charges that the Travel Supplier may charge you, such as a resort fee, that are not included in the amounts we collect from you. You will have to pay those charges directly to the Travel Supplier. Before booking, you should check with the Travel Supplier to determine whether they charge additional fees upon use of the travel services.

**Taxes and Booking Partner Fees:** In addition to the rate and our service fee, our Site displays a line item for "Total tax amount," which you will be charged when making your reservation. "Total tax amount" consists of: (i) an estimate of the taxes payable by the Travel Supplier in connection with your booking, including, but not limited to, sales and use tax, occupancy tax, room tax, excise tax, value added tax and/or other similar taxes; and (ii) if applicable, taxes payable by our Booking Partner in connection with your booking; and (iii) service fees retained by our Booking Partner.

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THE FINAL TOTAL PRICE DISPLAYED AT CHECK-OUT OR QUOTED BY AN AGENT IS THE AMOUNT YOU WILL BE CHARGED, SO PLEASE REVIEW THE FINAL TOTAL PRICE CAREFULLY.

While we thoroughly review the pricing information on the Site, changes do occur, and errors are occasionally made.

WE RESERVE THE RIGHT TO CORRECT ANY PRICING ERRORS ON THE SITE AND FOR PENDING RESERVATIONS. IF YOUR PENDING RESERVATION CONTAINS A PRICING ERROR YOU WILL BE NOTIFIED AND PROVIDED THE CHOICE TO EITHER ACCEPT THE CORRECTED PRICE OR CANCEL WITHOUT PENALTY.

Travel Compendium quotes prices in US currency, GBP, and EURO, according to your choice, based on the exchange rates for the respective foreign currency. Exchange rates are subject to fluctuation. Your exchange rate is only fixed when full payment is made. Additionally, your payment provider (e.g., your credit card company) may charge conversion fees and apply another date's currency rate.

## **Airline Tickets**

Government imposed taxes and fees and any applicable airline-imposed fees are included in your booking. Tax rates in effect at time of purchase are applied to your ticket price. Retroactive tax rate increases may be the responsibility of the traveler. Airlines may require you to pay additional fees at the airport for services such as upgrades, extra/overweight baggage, checked luggage, and priority boarding. These fees are your responsibility. You should make yourself aware of these fees by consulting the air carriers' terms and conditions.

## **An Important Note on Accommodations**

We do not collect taxes for remittance to applicable taxing authorities. The hotel is responsible for remitting applicable taxes. In certain jurisdictions, our Booking Partner may also be responsible for remitting taxes related to your booking. Neither us nor any of our Booking Partners act as a co-vendor with each other or with any hotel.

Taxability and the applicable tax rate vary based on several factors, including, but not limited to, the location of the hotel and the room rate paid to the hotel by our Booking Partner. The amount paid to the hotel for taxes in connection with your booking may vary from the estimated amount charged to you, depending upon the rates, taxability, and any other metric in effect at the time of your actual stay. If the amount paid to the hotel is less than the estimate, the balance of the charge for "Total tax amount" is retained by us

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and/or our Booking Partner as part of our and/or their compensation for facilitating and servicing your booking.

“Total tax amount” do not include other charges, like hotel resort fees, hotel energy surcharges, parking fees, pet fees, and incidental charges (such as room service, mini-bar, gratuities). Unless otherwise indicated, these amounts will be collected from you directly by the hotel.

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

If you have any special request (i.e., ground floor, adjoining rooms, non-smoking) including requests for ADA accommodations, you must make them at the time of booking. Travel Compendium will communicate requests to Suppliers but cannot be responsible if requests including ADA accommodations are not available. Any extra cost related to requests/accommodations will be at your sole expense. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act and may not have wheelchair accessibility.

## **Cancellation and/or Modification**

Except for flights, you may cancel your booking, but you will be charged the cancellation or change fee indicated in the rules and restrictions for the Travel Supplier. If you do not cancel or change your booking before the cancellation policy period applicable to the Travel Supplier, you will be subject to cancellation charges as outlined by that Travel Supplier in their terms and conditions. Some suppliers may choose to offer a future travel credit in lieu of a refund.

In the event of a hotel reservation for which you do not show for the first night of the reservation and plan to check-in for subsequent nights in your reservation, you must confirm the reservation changes with us no later than 24 hours before the first night of the reservation to prevent cancellation of your reservation.

You agree to pay any cancellation or change fees that you incur. In limited cases, some Travel Suppliers do not permit changes to or cancellations of reservations after they are made, as indicated in the terms and conditions for the Travel Supplier. You agree to abide by the terms and conditions imposed with respect to your booking. Our service fee is non-refundable in the case of cancellation or changes.

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## Bookings Including Flights Cancellation

Bookings for flights cannot be cancelled or changed, and are non-refundable, unless otherwise expressly stated on your invoice. Your ability to cancel, or change, or to obtain a refund for your flight, is subject to airline fare rules and regulations. If you find that you must cancel a flight for any reason, please contact us as the air carrier may, on a case-by-case basis, permit changes to, the cancellation of, or refunds for, flights. We will assist you in this process. If your flight can be cancelled, changed, or refunded the air carrier may charge you additional fees, for which you are responsible.

Even if your airline ticket is non-refundable, you may be eligible for a full fare refund if cancelled within 24 hours Eastern Standard Time the day your booking was completed. In certain cases, the airline may allow you to cancel without refund and apply the value of your original ticket towards a future ticket purchase by the same traveler on the same airline. You agree to pay any cancellation or change fees that you incur.

## Force Majeure

Travel Compendium assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics, or warnings or alerts of any kind or nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the Travel Supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by Travel Compendium that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the circumstances amounting to Force Majeure, we will not be required to refund any money to you, although if we can recover any monies from our Travel Suppliers, we will refund these to you without any charge by Travel Compendium.

## Travel Protection Coverage

Travel Compendium strongly encourages you to purchase a Travel Protection Plan including additional Cancel for Any Reason coverage. Such plan at a minimum should cover Trip Cancellation or Interruption, Cancel for Any Reason, Medical Expense, Emergency Evacuation/Repatriation, and Baggage.

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Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including costly medical evacuations), missed connections and baggage loss. Purchasing coverage may be limited by time constraints so it is imperative that you purchase protection as soon as possible after booking.

If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which travel protection plan coverage would otherwise have been available.

Travel Compendium is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. Travel Compendium cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

## Credit Card Chargebacks

In certain cases, you can dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we require you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our service to make a booking with a Travel Supplier, you accept and agree to the relevant cancellation policy of that Travel Supplier. Please note that certain rates or special offers are not eligible for cancellation or change.

Travel Compendium retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right to cancel any booking in the event of a chargeback related to that booking. The following chargeback scenarios are improper, and we retain the right to investigate and rebut any such chargeback claims:

- \* Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
- \* Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
- \* Chargebacks arising from inconsistency or inaccuracy regarding the Travel Supplier's product description.

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- \* Chargebacks resulting from Force Majeure or other circumstances that are beyond the control of Travel Compendium or the Travel Supplier.
- \* Chargebacks resulting because you do not agree with the cancellation policy of the Travel Supplier.

## Destination and Travel Requirements

Travel to many parts of the world may involve the risk of a variety of hazards to health and/or safety, including but not limited to disease, crime, terrorism, and warfare. Travel Compendium is not in a position to advise or recommend whether travel to any particular place at any particular time should take place and the display or availability to book accommodations in a destination is not a representation or warranty by Travel Compendium that travel to the destination is without risk.

It is recommended that you refer to objective third-party sources of travel information, such as that maintained by the U.S. Department of State, [www.travel.state.gov](http://www.travel.state.gov).

In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country, including COVID- 19 requirements, as well as understanding local laws that govern travel within a country, such as medical tests and tracking.

It is your responsibility to be aware of all requirements for admittance to a country or state, including Covid-19 requirements. Should you choose to travel to a country that has been issued a travel warning or advisory, Travel Compendium will not be liable for damages or losses that result from travel to such destinations. Cancellation charges remain applicable should you choose to cancel.

It is your sole responsibility to secure and/or pay for all visas, reciprocity fees, affidavits, immunizations, testing, etc. that are required to be permitted entry into each destination and for return home.

Please note that entry to any country may be refused even if the required information and travel documents are complete. Obtaining and carrying these documents is your sole responsibility. Travel Compendium bears no responsibility for such information or for any delays, damages, and/or losses including missed portions of your travel related to improper documentation or government decisions about entry.



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## **INSECTICIDE NOTICE.**

Travelers are encouraged to check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the U.S. Department of Transportation's Web site, as this list is updated from time to time: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>.

## **Disclaimer of Liability**

The information and offers contained on the Site (including text, graphics, links, or other material) are provided on an "as is," and "where available" basis.

Travel Compendium makes no representation or warranty, express or implied, to you or another person or entity as to the accuracy, results, timeliness, completeness, merchantability, fitness for any particular purpose, including but not limited to warranties arising by statute or otherwise in law or from a course of dealing or usage of trade, with respect to the Site or any related materials, products, services, or information.

Under no circumstances, including, but not limited to negligence, shall we, our providers or distributors, be liable for any damages to, or viruses that may infect your computer equipment or other property, or any loss of data, on account of your access to, use of, or browsing on the site, or your downloading of any materials, data, text, images, video, audio, or other information from the site or associated with any email or links sent to you by Travel Compendium.

In no event shall we, our providers or distributors, be liable for any injury, loss, claim, damage, or any special, punitive, exemplary, direct, indirect, incidental, or consequential damages of any kind (including, but not limited to, lost profits, lost business, or lost savings), whether based in contract, tort, strict liability, or otherwise, that arise out of or are in any way connected with the use, or the inability to use, the site or the services or materials on the site or the travel reservations booked through Travel Compendium (whether through this site or call center), even if advised of the possibility of such damages.

In no event shall our aggregate liability, or that of our providers or distributors, exceed the total charges set forth in the itinerary giving rise to any such liability. Any claim or cause of action arising from, or relating to, your access and use of, or purchase of products and/or services from, the site must be brought within one year from the date on which such claim or action arose or accrued or purchase was completed.

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Applicable law may not allow the limitation or exclusion of liability of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Your use of the site shall be at your own risk.

The Travel Suppliers providing Travel Services on this Website are independent contractors and not agents or employees of Travel Compendium.

All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each Travel Supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, you agree that neither Travel Compendium, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to you or your belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Travel Compendium.

Travel Compendium assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss to you that may result from any act or omission on the part of others; Travel Compendium assumes no responsibility or liability for personal property. Travel Compendium reserves the right to refuse service to you at its sole discretion.

## Indemnification

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

- \* your breach of these Terms or the documents referenced herein;
- \* any damage caused by you to any Travel Supplier;
- \* your violation of any law or the rights of a third party; or
- \* your use of our website.

## Links to Third Party Sites

Our website contains links to websites owned and operated by third parties. If you use these links, you leave our website. These links are provided for your information and

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convenience only and are not an endorsement by Travel Compendium of the content of such linked websites or third-party services.

Travel Compendium has no control of the content of any linked website and is not responsible for these websites or their content or availability. Travel Compendium makes no warranties or representations, express or implied about such linked websites, the third parties they are owned and operated by, the information contained on them or the suitability or quality of their products or services.

If you decide to access any third-party websites and make use of the information contained on them and/or enter into any contract for the supply of goods or services from such third party and/or make any donations to such third party, you do so entirely at your own risk. Travel Compendium accepts no liability for damage or loss, however caused in the connection with the use of or reliance on any information, material, products, or services contained on or accessed through any such linked website.

## Intellectual Property

We, along with the Travel Suppliers, Third Party Suppliers, and other licensors, own all the text, images, software, trademarks, service marks and other material contained on the Site.

By using the Site, you hereby agree that you will not copy or transmit any of the material except if you are doing so for your personal, non-commercial use.

All copyright, trademark and other proprietary rights notices presented on the Site must appear on all copies you print. Other non Travel Compendium product, service, or company designations on the Site belong to those respective third parties and may be mentioned on the Site for identification purposes only.

You should contact the appropriate third party for more complete information regarding such designations and their registration status. Your use of and access to the Site does not grant you any license or right to use any of the marks included on the Site.

## Accounts

You may register to use the Site by completing the specified registration process and providing us with current, complete, and accurate information as requested by the online registration form. It is your responsibility to maintain the completeness and accuracy of your registration data, and any loss caused by your failure to do so is your responsibility.

It is your responsibility to maintain the confidentiality of account. You agree to notify Travel Compendium immediately of any unauthorized use of your account.

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Travel Compendium is not liable for any loss that you may incur because of someone else using your account, either with or without your knowledge.

## Prohibited Uses

The “Content” and information on the Site (including, but not limited to, price and availability of travel services) as well as the infrastructure used to provide such content and information, is proprietary to us and our suppliers and providers.

“Content” includes, but is not limited to, all materials, information, text, graphics, images, logos, photographs, illustrations, audio clips, video clips, and audio-visual material available on the Site. While you may make limited copies of your travel itinerary (and related documents) for travel or reservations booked through the Site, you agree not to do any of the following:

- \* modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, engineer, transfer, or sell or re-sell any information, software, products, or services obtained from or through our Website;
- \* use this Website or its contents for any commercial purpose;
- \* access Our Website with any manual or automated process for any purpose other than your personal use or for inclusion of Travel Compendium pages in a search index.
- \* Use of any automated system or software to extract data from Our Website (“screen scraping”), for commercial or non-commercial purposes, is prohibited;
- \* violate the restrictions in any robot exclusion headers on this website or bypass or circumvent other measures employed to prevent or limit access to Our Website;
- \* take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- \* deep link to any portion of Our Website (including, without limitation, the purchase path for any travel services) for any purpose;
- \* use any device, software or routine that interferes or attempts to interfere with the normal operation of Our Website or take any action that imposes an unreasonable load on our computer or network equipment;

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- \* "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization;
- \* post or distribute any material on Our Website that violates the rights of any third party or applicable law;
- \* use Our Website to collect or store personal data about others whether through data mining or any other means;
- \* use any feature of Our Website for any purpose that is unlawful, harmful, or otherwise objectionable or inappropriate, as determined by us; and
- \* use any data mining methods whatsoever and for any purposes whatever.

If your booking or account shows signs of fraud, abuse, or suspicious activity, Travel Compendium, in our sole and absolute discretion, may cancel any bookings associated with your name, email address, or account, and close any associated Travel Compendium accounts.

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

## **Review Comments Photos and Other Submissions**

The Site contains reviews in which you can post content. If you use said interactive areas on the Site you are solely responsible for the travel information and other content, including without limitation, any reviews, text, images, links, or videos that you upload, transmit, or share with us or others on or through the website (collectively, the "User Content"), and you represent and warrant that you are not transmitting or sharing User Content that you do not have permission to share. We do not guarantee any confidentiality with respect to the User Content, and you understand that the User Content may be publicly displayed.

When you provide us with User Content, you own the content you create and share, and you also grant us a perpetual, transferable, irrevocable, sub-licensable, fully paid,

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worldwide license to use, modify, reproduce, distribute, prepare derivative works of, publicly perform, and publicly display (in tangible form and electronically) all User Content or other content provided to us. We can use the User Content in any format, channel, platform, or region with the right to localize the content into other languages. If uploaded or submitted to us, you further give us permission and the right to use your name, image, likeness, or other personal attributes for the purposes described in these Terms.

You authorize us to make copies as we deem necessary to facilitate the storage and assimilation of the User Content on the websites. By providing us User Content, you represent and warrant that the User Content you provide will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and nondisclosure rights, or any intellectual property rights.

You may remove your User Content from the website, but the license that you have granted will remain in effect. You understand that we do not control nor are we responsible for reviewing User Content. However, we reserve the right to review, edit, or delete any User Content or your account at any time. We are not in any way responsible or liable for such User Content or the messaging contained in User Content.

You must not create and/or upload any User Content that:

- \* is advertising placed as a review, or a survey;
- \* is intentionally untrue;
- \* is immoral, pornographic or in any other way offensive;
- \* violates applicable laws in any way or constitutes a criminal offence; or
- \* contains viruses or other computer programs that may damage software or hardware or that may affect the use of computers.

## Account Termination

We reserve the right, in our sole discretion, and without liability, to terminate your access to all or part of the Site, with or without notice, for any reason or no reason.

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## Privacy

Your privacy is important to us. Please feel free to review our Privacy Policy. Your personal information will be used in accordance with our Privacy Policy, so we encourage you to review it.

## Reporting Claims of Copyright Infringement

If you believe that materials hosted by us infringe your copyright, please submit (or have your agent submit) to us a notice including all the information requested below. If you fail to provide all the requested information, we will not process your notice.

You may wish to seek legal counsel prior to submitting a copyright infringement notice. You could be held liable for alleging false claims of copyright infringement.

- \* A physical signature of the person authorized to act on behalf of the owner of the copyrighted work;
- \* A description of the copyrighted work that you claim has been infringed upon;
- \* A description of where the material that you claim is infringing is located on the Site;
- \* Your address, telephone number, and e-mail address;
- \* A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- \* A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for notice of claims of copyright infringement on the site can be reached as follows:

legal@travelcompendium.com

We reserve the right in appropriate circumstances to remove content on the Site alleged to be infringing without prior notice, and/or to terminate the accounts of users who infringe any intellectual property rights of others.

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## Complaints

We understand that sometimes issues may arise. If you have complaints, we encourage you to contact us at: [reservations@travelcompendium.com](mailto:reservations@travelcompendium.com), so that we can work with you to attempt to resolve the problem. If you have an issue with the travel services, your complaint should be addressed to the Travel Supplier.

## Dispute Resolution/Arbitration

Any dispute, controversy or claim arising out of or relating in any way to the Site, your use of the Site, your use of services booked through the Site, or these terms including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of the terms, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules.

The place of arbitration shall be Delaware. Delaware law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after one year from when the aggrieved party knew or should have known of the controversy, claim, dispute, or breach.

The arbitrator shall have no authority to award punitive/consequential/special/indirect damages. The arbitrator shall not be entitled to issue injunctive and other equitable relief.

The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees, and costs), shall be borne by the unsuccessful party, as determined by the arbitrators, and shall be awarded as part of the arbitrator's award.

It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this Section by bringing suit in any court of competent jurisdiction. This Section shall survive the termination or cancellation of this Agreement.

## Governing Law

These Terms shall be governed by and construed under the laws of the State of Delaware without regard to conflict of laws principles, all rights and remedies being governed by said laws.



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## **Class Action Waiver/Notice of Claim**

You agree that you will only bring claims against Travel Compendium in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. You understand and agree that no claims will be considered and that you will not bring suit against Travel Compendium unless you have first provided a typewritten notice of claim to Travel Compendium within 30 days after you received the travel services or cancellation of the travel services.

## **Validity**

If any provision of the Terms or the application of any provision hereof to any person or circumstances is held invalid, unenforceable, or otherwise illegal, the remainder of the Terms and the application of such provision to any other person or circumstances will not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal will be reformed to the extent (and only to the extent) necessary to make it enforceable, valid or legal.

## **No Waiver**

No failure by either party hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of the Terms shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

## **General**

Nothing contained in these Terms will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. You may not assign, delegate, or transfer your rights or obligations under these Terms. We may assign our rights and duties under these Terms without such assignment being considered a change to the Terms and without notice to you, provided your rights under these Terms are not prejudiced.