



HOTELBEDS BOOKING POLICY

This website, located at www.bedsonline.com ("Website"), is owned and operated by Hotelbeds USA, Inc. (hereinafter "HOTELBEDS USA"). This booking policy (hereinafter "Booking Policy") shall be applicable and binding to you (hereinafter "you" or "COMPANY") for every booking made on this Website. By making a booking on this Website COMPANY accept to be bound by this Booking Policy. This Booking Policy is also subject to the Website Terms of Use.

1. CUSTOMER INFORMATION.

COMPANY is required to provide the following information to final customers (hereinafter the "Customers") and intermediaries:

- 1.1. The Services that the Customer will receive;
- 1.2. The obligations and fees associated with No Shows, as defined below, cancellations and modifications;
- 1.3. Anticipated name changes of the commercial name of the hotel;
- 1.4. Applicable taxes;
- 1.5. That all the Customers, without exception (children included) must have current and up to date personal and family documentation, evidenced by either passport or a national identifying document, as required by the applicable country or countries visited;
- 1.6. All extra services (special meals, extra beds, cots/cribs etc) and costs to the Customer or applicable intermediary.

2. DESTINATION DOCUMENTATION.

Customer is responsible for any required destination documentation, such as visas, identification, passport, medical documents, etc. HOTELBEDS USA is not liable to the Customer or any third party due to Customer's lack of required documentation.

3. LUGGAGE.

3.1. Transport by Land. Customer luggage must be clearly labeled with Customer name and destination address. Customers must carry their luggage and personal belongings, and are responsible for such irrespective of the location within the vehicle where these are stowed. All luggage and personal belongings are carried at Customer's own risk. Customers are recommended to be present during handling, loading and unloading of luggage.

3.2. Transport by Air, Rail or Water. The general terms and conditions of the applicable transportation company shall apply. Customers should review and comply with any additional requirements referenced on the ticket or related documentation, which is binding between the Customer and the applicable transportation company. The Customer must make any claims for the loss or damage of luggage with the applicable transport company. Additional terms and conditions regarding luggage when using transfer Services are provided in Section 16 below.

4. USA RESTRICTIONS ON TRAVEL TO CUBA.

No Bookings for accommodation in Cuba shall be facilitated, arranged or made by or through HOTELBEDS USA. The COMPANY hereby acknowledges that travel to Cuba by citizens and residents of the United States, is subject to the laws of the United States pertaining to the U.S. embargo of Cuba and requires a license by the United States Government. No refunds will be made or liability incurred with respect to any travel arrangements made by citizens or residents of the United States without required licenses.

5. PRICE

General points

The prices that are shown on the HOTELBEDS USA website are confidential and may not be revealed.

These prices are directly generated by the system for the sale in the COMPANY's own market, not in other markets in order to allow HOTELBEDS USA to comply with its contractual obligations with hotels and



other service providers. Sale in other markets will only be possible if a prior request is made and authorization is granted for this purpose on behalf of HOTELBEDS USA, based on the hotel's/service provider's instructions.

The prices shown are commissionable or net depending on what has been agreed between HOTELBEDS USA and The COMPANY.

- Net prices (not subject to commission or subject to discounts/own commissions) include sales taxes (GST, ITBIS, VAT or other similar taxes). Any increase in the applicable tax will be passed on via increase in price.

- Commissionable prices will be on RRP including sales tax (GST, ITBIS, VAT or other similar taxes). In order to calculate the agency commission under no circumstances will local rates be included. Any increase or change in the applicable tax will be passed on via an increase in price.

Should the COMPANY be required by law to make any deduction or withholding of taxes from any payment due to HOTELBEDS USA under this agreement, the COMPANY will (i) timely and properly prepare and submit any necessary filings and remit such taxes to the appropriate taxing authority, (ii) provide HOTELBEDS USA with governmental receipts evidencing the COMPANY's withholding and payment to the appropriate tax authorities in a timely manner and (iii) increase each payment related to this agreement to the extent necessary to ensure that HOTELBEDS USA actually receives the amount that HOTELBEDS USA would have received if such payment had not been subject to taxes.

- Hotels and other accommodation establishments: The prices stated are per person, per night or per unit per night.
- Transfers and excursions: The prices stated are per person, per service.
- Car rental: The prices stated are per vehicle, per day.
- Tickets to events: The prices stated are per show or per event.

The COMPANY will receive the invoice pursuant to the prices in force at the time of confirming its online booking.

Both price and availability of the selected service may be subject to change before confirmation of the booking.

The prices shown on the website are subject to undergo variations for the following reasons:

- Due to the fluctuation in currencies with respect to the exchange rate applied to already confirmed bookings. In this case, currency fluctuations will only affect the price if the variation of the value of the currency exceeds 3%.
- Due to the increase in the rate of applicable tax.
- With respect to the accommodation establishments. Due to extraordinary circumstances in holiday periods, special events or special new conditions that arise in the establishment.

Blocking out of accommodation bookings with a view to future events is not permitted under any circumstances. HOTELBEDS USA reserves the right to cancel any bookings made for such a purpose without incurring any liability whatsoever for this.

As well, The COMPANY agrees not to use HOTELBEDS USA's prices appeared on the Website to contact HOTELBEDS USA's suppliers disclosing such prices for the purpose of negotiating new rates and/or any other meaning, in this event, The COMPANY shall indemnify HOTELBEDS USA and HOTELBEDS USA will notify the supplier of the illicit use of the rates by the COMPANY.

The price includes



The price includes the services and products contracted through the HOTELBDS USA website, including sales tax (GST, ITBIS, VAT or other similar tax). Any increase in tax will be passed on via an increase in price.

Hotels and other accommodation establishments: Any services specified on the booking confirmation are included, with the exception of services included by the accommodation establishment, which are not specified on the booking. In the majority of hotels, the earliest arrival time is after 2pm and the latest departure time is at 12 noon.

Transfers and excursions: In the majority of cities, these are not only deemed merely a complementary and/or additional service and/or an addition to the accommodation but an independent service.

Car rental: The service specified in the applicable general terms and conditions of the service provider.

The COMPANY will be responsible for confirming flights and/or other services contracted by its end consumers directly with the airline and/or other providers. Likewise, it shall advise the hosts in the destination of any change to the flights and/or time of the flight, in the event that changes are made to the reserved flights.

The COMPANY will be responsible for ensuring that the flights and times communicated to HOTELBDS USA are correct and if other services are required these services will be organized on the basis of the information supplied by the COMPANY.

The price does not include

The price does not include any service which is not specified on the booking confirmation.

With respect to the Accommodation Services: Extras, such as telephone calls, insurance, laundry services, mini bar, parking etc., are not included. These must be paid for directly by the end consumer at the accommodation establishment.

The price does not include local rates or similar taxes. Local taxes, if any, will be paid by the client (i.e. final consumer) to the hotel.

6. SERVICES.

6.1. Hotels, Other Accommodation Providers. All Services are specified in the reservation confirmation, with the exception of those accommodation providers for which the inclusion of other services is specifically indicated. Generally, hotel check-in times begin after 14:00 hours, and the latest check-out time on date of departure is 12:00 hours. The price of the Services do not include extra services, such as telephone calls, insurance, laundry service, minibar, parking, etc. which shall be paid directly by the Customer.

Important

- During the course of the year, some accommodation establishments may change their name or commercial branding, which may not be interpreted as a change in hotel or booking amendment.
- In some countries, there is a local tax known as "visitors' tax", "city tax" "tourist tax" (or similar) and other fees including (but not limited to) resort fees or service charges, which shall be paid directly by the end consumer at the establishment and/or at the airport. BEDSONLINE shall use reasonable endeavours to provide, at the time of booking, an estimation of the applicable fees and/or local tax(es) attributable to each individual booking and payable at the time of booking and/or locally on arrival ("Local Tax/Fee Estimation"), however please note that BEDSONLINE does not warrant that the Local Tax/Fee Estimations shall be accurate and the AGENCY acknowledges and agrees that the Local Tax/Fee Estimations are provided as estimates only. The AGENCY further acknowledges that Local Taxes and Fee Estimations, may change from time to time. As a result, BEDSONLINE cannot be held liable for any loss, costs or damages



incurred as a result of the provision of such Local Taxes/Fee Estimations. Confirmation of and the accuracy of the Local Taxes/or Fee Estimations is ultimately the responsibility of the AGENCY.

- The hotel categories have been supplied by the establishments themselves, always pursuant to specific regulations that govern each country. Consequently, a hotel in one country may not be similar in terms of service provision and quality to that of another country, even if they are placed in the same category.
- The information on hotels supplied through BEDSONLINE is as close as possible to the indications of the establishment itself. BEDSONLINE will not be responsible for the lack of reliability of the information supplied by its providers.
- BEDSONLINE will supply information that the Hotel provides it with in relation to the existence and duration of repair or renovation works taking place in it. BEDSONLINE will not accept claims for works about which it was not informed or which continue for longer than their communicated end-date.
- In some countries the legal adult age may differ depending on the relevant local legislation. It will be the sole responsibility of the final consumer to ensure that he/she is at least of legal age in order to check in to the accommodation establishment.

6.2. Transfers and excursions. Generally, transfers and excursions are not complementary, and as such, require Customers to pay extra for these types of services unless specifically stated otherwise.

6.3. Exclusions. Prices herein do not include Services not specified in the reservation confirmation, duties or taxes, which are the responsibility of COMPANY making the reservation.

7. CHILDREN.

Special terms and conditions for children are agreed with each service provider and do not conform to one single criteria, therefore, since each establishment and/or provider may apply reductions or special terms and conditions, we ask that when making the booking you consult this point and inform yourself in each case.

With respect to Accommodation Services: discounts or special terms and conditions will always be deemed applicable in the case of children sharing a room with 2 adults.

COTS: Due to the limited available stock of units that establishments may have, if this service is required it should be indicated upon making the booking. Additionally, direct payment to the establishment by the end consumer may be required.

8. THREE ADULTS IN THE SAME ACCOMODATION.

Most accommodation providers will treat a reservation for a third person as a double room with an extra bed, which additional costs may apply. Extra beds are limited.

9. NO SHOWS.

A "No Show" means when a Customer fails to show up for a Service that has been booked under the terms of the Agreement and fails to cancel such Service per the terms of the Agreement or Website Terms of Use prior to the reserved date and time of arrival. A No Show is deemed a cancellation. COMPANY is liable for all fees associated with a No Show, which may include the cost of a single night stay up to the entire amount of the accommodation reservation, unless otherwise agreed to in writing between HOTELBEDS USA and COMPANY.

10. MODIFICATIONS.

Unless expressly agreed to in writing by HOTELBEDS USA, COMPANY may not reduce the reserved period of stay or requested Service, nor change the names of the Customer once the reservation has been completed. Any such changes not expressly agreed to in writing by HOTELBEDS USA shall be deemed to be a cancellation of the reservation. Modifications to extend the reserved period shall be subject to availability and increased pricing for such Services.



11. CANCELLATIONS.

11.1. COMPANY shall have the right to a refund for any Services cancelled per the terms of the commercial Agreement, minus any accrued cancellation charges and nonrefundable amounts.

11.2. Accommodation services. Generally, cancellations made at least 48 hours prior to the anticipated Customer arrival date and time are allowed without further cancellation charges. Notwithstanding the aforementioned, cancellation terms and periods may vary and shall be indicated at the time of booking. The cancellation charges vary according to destination, dates and accommodation establishment, and are determined at the time of booking.

11.3. Cancellation request must be made in writing, directed to HOTELBEDS USA, and include destination and reservation number(s). Upon receipt, HOTELBEDS USA will send an acknowledgement of the requested cancellation and inform COMPANY of all applicable charges, if any. A cancellation is not complete until COMPANY receives written confirmation by HOTELBEDS USA. COMPANY is liable for and shall pay HOTELBEDS USA for any charges for cancellations made by the Customer which are charged to HOTELBEDS USA.

11.4. Claims for reimbursement by COMPANY or a Customer for leaving the accommodation establishment before the reserved departure date, must be sent to HOTELBEDS USA within twenty (20) calendar days of the effective date of departure, and must include written confirmation from the accommodation provider of time and date of departure. Such claims are subject to the terms and conditions of the commercial Agreement and Website Terms of Use.

11.5. During certain periods, including peak occupation season, accommodation providers may charge the full amount of the original reservation to the Customer for any cancellation.

11.6. Services other than accommodation Services have various booking and cancellation policies, which COMPANY may be informed of by the applicable provider of the Service.

12. ROOM BLOCKS.

12.1. Block booking and holding room blocks is prohibited. The use of the Website is limited to free independent travelers ("**FIT**") bookings and as such COMPANY is prohibited from using, booking or selling HOTELBEDS USA Services' inventory in any other unauthorized manner.

12.2. The blocking of multiple rooms with unconfirmed names and changing Customer names is prohibited. Should any suspected room blocks be detected, HOTELBEDS USA reserves the right to:

- a) Deny and cancel such bookings;
- b) Increase fees and require different payment terms; or
- c) Charge an administrative fee for handling the block bookings.

HOTELBEDS USA's system only allows individual bookings. The COMPANY is only permitted to book up to 5 rooms per stay for an individual booking. Should the COMPANY submit a booking of 6 or more rooms per stay, either in one or several individual bookings, then this will be considered a "Group Booking". Group Bookings will be subject to confirmation by the Hotel/service provider and may result in a modification or cancellation of such booking or booking terms at the Hotel/service provider discretion.

13. MISCELLANEOUS.

13.1. An accommodation provider may change its business name or trade name, which shall not be construed as a change of hotel or modification of the reservation.

13.2. Some countries have a local tax known as "stay tax" or "tourist tax" (eco-tax) which must be paid directly at the establishment and/or the country airport by the Customer and which are not included in the price. The Russian tourist tax must be paid directly by the Customer at the first hotel the Customer stays at in the country.



13.3. The categories of the hotels have been provided by the accommodation providers themselves and in accordance with specific regulations applicable in each country. A hotel in one country, therefore, may not be similar in terms of services and quality to a hotel in another, despite belonging to the same category.

13.4. HOTELBEDS USA provides the information supplied by the hotel regarding the existence of construction or renovation of the establishment, as well as duration thereof. HOTELBEDS USA is not liable for Customer claims regarding construction or renovations.

13.5. COMPANY agrees that it will not deliver the voucher issued by HOTELBEDS USA to the final customers unless the final customers have entirely paid COMPANY for the booking.

13.6. COMPANY must ensure it obtains, and keeps records of, signed authorizations from the credit card holder. BEDSONLINE may request that payments made by credit card be accompanied by a fax authorizing the charge by means of credit card, which is to be sent to BEDSONLINE, duly signed by the credit card holder, including a copy of the passport or national identity document of the card holder. Additional fees may apply when using credit cards. In case of chargebacks, COMPANY warrants that it will assist BEDSONLINE by contacting the credit card holder and providing all documentation which supports the legitimacy of the transaction including but not limited to signed credit card authorization form from the credit card holder. COMPANY shall be responsible for and shall indemnify BEDSONLINE for all chargebacks related to bookings made by COMPANY.

14. CAR RENTAL.

The car rental reservation services will only be available through the access to HOTELBEDS USA's website. A car rental reservation (whether confirmed or not) does not constitute a contract for the supply of vehicle rental services. A contract will be entered into between the Customer and the car rental company at the time of rental and will be governed by the laws of the jurisdiction of the rental.

The contract will be exclusively between the end consumer and the car rental company. The car rental reservation XML integration is provided by HOTELBEDS USA's affiliate company Micronnexus GMBH (trading under the commercial name "Carnect"). The Customer agrees to enter into separate commercial agreement with Carnect which will regulate the conditions for such integration.

15. TRANSFERS.

The following additional terms and conditions apply to COMPANY booking transfer services.

15.1. Transportation Services. HOTELBEDS USA agrees to carry the passenger and his/her luggage on the journey permitted by the Services booked with HOTELBEDS USA, subject to these terms and conditions and any special conditions applicable to the Services.

15.2. HOTELBEDS USA is not obliged to carry any child under the age of 14 unless that child is accompanied by a parent or guardian 16 years of age or older. For some Services, children under the age of 2 may be charged a fee to occupy a seat. Children over the age of 2 years of age require a booking.

15.3. The Service booked may only be used by the individual(s) named on the booking or for whom it has been purchased, and may not be transferred to or used by another individual. The person that requests the booking form must have the authority to do so from all participating travelers in the group and confirm that the individuals named on the form accept the booking conditions, and is responsible for the full cost of the Service, including any cancellation or other fees. The booking individuals must inform other members of the party of confirmation details and any other appropriate information.

15.4. Reservations. Booking requests for transfers must be made at least 48 hours before transfer time.. Once the transfer booking is completed, a voucher with a reference number will be displayed on the screen. The voucher must be printed and presented as proof of the reservation.



15.5. Voucher. The voucher will contain information required for Customer to reach the boarding point, a contact telephone number for verifying the booking and travel contingencies. HOTELBEDS USA advises the passenger to request transfer service confirmation 24 hours before anticipated service time.

15.6. Modifications. The sending and collection addresses on the voucher are the addresses where the passenger will be sent and where he/she will be collected. Any change to the booking requested by the end consumer will be subject to the application of the corresponding administrative commissions, as well as a change in the price if the departure point is located more than two kilometers away from the departure point on the booking. HOTELBEDS USA likewise reserves the right not to provide the service if the transfer requested differs greatly from the service originally reserved. Modifications made less than 48 hours prior to the time of travel will be subject to confirmation.

15.7. Cancellation. Customers are entitled to cancel the transfer through the HOTELBEDS USA system. Cancellations must be made at least 48 hours before the time of travel. HOTELBEDS USA will refund the money subject to the cancellation terms and conditions. No reimbursement to the Customer will be made in the event of cancellation less than 24 hours before the time of travel.

15.8. No Shows. A No Show shall be considered a cancellation. No reimbursement to the Customer shall be made in the event of a No Show.

15.9. The COMPANY must provide information related to the booking of the transfer Service to the Customer. The COMPANY is responsible and liable for any errors on the voucher. Passengers must take vouchers with them whenever they travel using a Service, and must produce vouchers for inspection when requested by Service providers.

15.10. Damaged or Tampered Vouchers. Vouchers that are damaged or tampered with are void and invalid to use for travel. Passengers traveling with damaged or tampered vouchers will be considered to be travelling without a voucher. If the voucher is damaged or tampered with prior to travelling, then HOTELBEDS USA will replace the voucher with proof of purchase, passenger identity, and a reasonable explanation as to why the voucher was damaged or tampered with.

15.11. The passenger must make sure he/she is using the correct Service and arrives at the correct boarding point. The passenger should arrive at the boarding point for a Service at least 10 minutes prior to the scheduled departure time for that Service unless stated otherwise on the voucher. If the passenger arrives later than the scheduled departure time, HOTELBEDS USA may give the seat to another passenger, in which case the passenger will be considered to have missed the Service. HOTELBEDS USA shall not be liable to the passenger if he/she misses any Service or suffers any loss, economic or otherwise, as a result of his/her late arrival, and shall not be obliged to hold any Service to wait for the passenger, or to provide a seat on any other Service if the passenger misses a Service.

15.12. All transfers will be carried out on the day stated on the voucher, subject to the terms and conditions of the Agreement. The passenger must allow enough time in order to arrive in time to connect with air travel Services or other forms of transport provided by other carriers. Generally, passengers should arrive at the airport at least 2 hours before the scheduled departure time of their flight. If the passenger misses his/her flight or it is delayed, HOTELBEDS USA can provide the passenger with a document that he/she may be required to present for insurance purposes (if passenger subscribed and paid for such insurance) to cover the costs of the new transfer. Additional fees may apply. Notwithstanding the aforesaid, transfers from the airport may be delayed if the flight suffers a delay.

15.13. If the Customer is aware of a possibility of a late arrival to the aircraft, the Customer should advise COMPANY of such and COMPANY should inform Hotelbeds USA while making the booking.

15.14. All passengers must comply with any specific terms established by the transfer service provider during the transfer Service.

15.15. Passengers are entitled to one (1) SUITCASE and one (1) piece of hand luggage each. Any excess luggage must be declared at the time of booking. HOTELBEDS USA reserves the right to charge for any excess luggage.



15.16. COMPANY and Customer must notify HOTELBEDS USA of oversized luggage, such as large sports equipment (golf clubs, skis, etc.) and electric wheelchairs. Any voluminous item will be subject to an additional charge, except for voluminous items needed by their owners for personal disabilities, such as electrical wheelchairs. HOTELBEDS USA may impose an extra charge at its discretion depending on the transfer provider and the destination. This charge shall be paid before leaving. Otherwise, HOTELBEDS USA may refuse to transport the items which imply an excess.

15.17. HOTELBEDS USA reserves the right (and delegates to its drivers and appointed agents the right) to refuse to carry any person who is thought to be under the influence of alcohol or illegal drugs and/or whose behavior is considered to pose a threat to the driver, the vehicle or the other passengers. Under these circumstances, HOTELBEDS USA reserves the right to refuse any reimbursement and no alternative transfer service will be provided. Passengers are not allowed to consume alcohol on any of the vehicles, except when the parties have agreed in writing when passengers are utilizing a limousine. In such cases, only reasonable amounts of alcohol consumption during their transfer is allowed. Smoking is not permitted, except where express permission has been given by the driver. The passenger(s) shall be responsible for all damages caused by abnormal or vandalizing behavior.

15.18. HOTELBEDS USA shall use reasonable efforts to ensure that vehicles arrive on time. If HOTELBEDS USA were to fail for any reason within its control to deliver its passengers to their confirmed destination, HOTELBEDS USA will provide suitable transport. Any reimbursement made by HOTELBEDS USA for the costs of an alternative means of transport incurred by the passenger to reach their ticketed destination shall be no more than the cost of reaching that destination by taxi.

16. RESPONSIBILITY.

HOTELBEDS USA and its affiliates are not responsible for any acts and / or omissions of provider or suppliers of Services, their employees, agents or representatives. The air carriers, accommodations, and other suppliers (including but not limited to trains, cruises, ferries, motor coaches, hotels, and restaurants) providing services are independent contractors and are not agents, employees, servants, or joint venturers of HOTELBEDS USA or its affiliates. HOTELBEDS USA, acting as intermediary, will assist the COMPANY on the incidents and complaints handling. Such assistance will consist on informing the service provider about the complaint and make its best endeavors to ensure that the service providers accept liability and indemnify from and against any claims of the COMPANY's end consumers arising from the provision of the services. Therefore the COMPANY hereby commits to ensure that, when possible, the end consumer files any claim directly with the service provider who will be primarily liable for the complaint. The COMPANY acknowledges however that HOTELBEDS USA has no control over the provision of the services rendered by the service provider.

All certificates and other travel documents for services issued by HOTELBEDS USA are subject to the terms and conditions specified by the supplier, which are available upon request, and to the laws of the countries in which the services are supplied. 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 access to any accommodation, or services, in your forfeiting any monies paid for such reservation(s) or purchase, and in HOTELBEDS debiting your account for any costs HOTELBEDS USA incurs as a result of such violation. HOTELBEDS USA, its agents, officers and/or suppliers of services pursuant to, or in connection with these itineraries, does not assume any liability whatsoever for any injury, damage, death, loss, accident or delay to person or property due to an act of negligence or default of others, including any hotel, carrier, restaurant, company or person rendering any of the services included in the tour, or by act of God. Further, no responsibilities are accepted for any damage or delay due to sickness, pilferage, labor disputes, machinery breakdown, quarantine, government restraints, weather or other causes beyond HOTELBEDS USA's control. No responsibility is accepted for any additional expense, omissions, delays, re-routing or acts of any government or authority

IN NO EVENT SHALL HOTELBEDS USABE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR BOOKING, YOUR ACCESS TO, DISPLAY OF OR USE OF THIS WEBSITE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THIS WEBSITE (INCLUDING,



BUT NOT LIMITED TO, YOUR RELIANCE UPON OPINIONS APPEARING ON THIS WEB SITE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS WEBSITE; OR OTHERWISE ARISING OUT OF THE ACCESS TO, DISPLAY OF OR USE OF THIS WEBSITE) WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF HOTELBEDS USA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. TRAVEL DESTINATIONS

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. HOTELBEDS USA urges you 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.

BY OFFERING FOR SALE TRAVEL TO PARTICULAR INTERNATIONAL DESTINATIONS, HOTELBEDS DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

17. GOVERNING LAW AND JURISDICTION

This Booking Policy and any actions and proceeding brought hereunder shall be governed by the laws of the State of Delaware without regard to conflict of laws principles. If the right to seek arbitration below is for any reason waived by both parties, or if judicial review of any arbitration decision is sought, any action or legal proceeding to enforce any provision hereof, or based on any right arising out of, this Booking Policy shall be exclusively in the courts of the State of Delaware, or if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and all of the parties hereto hereby consent to the exclusive jurisdiction of such courts and of the appropriate appellate courts in any such action or legal proceeding and waive any objection to venue or jurisdiction in connection therewith. If any part of this Booking Policy is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of this Booking Policy at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

18. ARBITRATION

Any controversy or claim arising out of or relating to this Booking Policy or the performance thereunder shall be settled by binding arbitration in Atlanta, Georgia USA in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Such proceedings will be governed by substantive Delaware law. This dispute will be resolved by a single arbitrator to be selected by the American Arbitration Association. Each party to the dispute shall have the right on a single occasion to veto the designation of an arbitrator so selected.

19. SELLER OF TRAVEL

Hotelbeds USA is a registered seller of travel in California, Florida, and Washington under each state's seller of travel regulations.

- California registration number: 2121522
- Florida registration number: ST13915
- Washington registration number: 603517805

Registration as a seller of travel in California does not constitute the state's approval.