

## **AGREEMENT BETWEEN CUSTOMER AND INTERNATIONAL VACATIONS, INC**

Welcome to the International Vacations Pass.com website (the "Website"). This Website is provided solely to assist customers in gathering travel information, determining the availability of travel-related goods and services, making legitimate reservations or otherwise transacting business with travel suppliers, and for no other purposes. The terms "we", "us", "our" and "International Vacations, inc" refer to International Vacations Pass.com, a Texas corporation and/or our subsidiaries. The term "you" refers to the customer visiting the Website and/or booking a reservation through us on this Website, or through our customer service agents.

This Website is offered to you conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below (collectively, the "Agreement"). By accessing or using this Website in any manner, you agree to be bound by the Agreement. Please read the Agreement carefully. If you do not accept all of these terms and conditions, please do not use this Website. Be sure to return to this page periodically to review the most current version of the Agreement. We reserve the right at any time, at our sole discretion, to change or otherwise modify the Agreement without prior notice, and your continued access or use of this Website signifies your acceptance of the updated or modified Agreement.

## **USE OF THE WEBSITE**

As a condition of your use of this Website, you warrant that (i) you are at least 18 years of age, (ii) you possess the legal authority to create a binding legal obligation, (iii) you will use this Website in accordance with this Agreement, (iv) you will only use this Website to make legitimate reservations for you or for another person for whom you are legally authorized to act, (v) all information supplied by you on this Website is true, accurate, current and complete, and (vi) if you have an MyLeisureBusiness.com account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you. We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of this Agreement.

## **PROHIBITED ACTIVITIES**

The content and information on this Website (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 or our suppliers and providers. While you may make limited copies of your travel itinerary (and related documents) for travel or services booked through this Website, you agree not to otherwise modify copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Website. Additionally, you agree not to:

- (i) use this Website or its contents for any commercial purpose;
- (ii) make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;
- (iii) access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- (iv) violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
- (v) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- (vi) deep-link to any portion of this Website (including, without limitation, the purchase path for any travel services) for any purpose without our express written permission; or
- (vii) "Frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization.

## **SUPPLIER RULES AND RESTRICTIONS**

Separate terms and conditions will apply to your reservation and purchase of travel related goods and services that you select. Please read these separate terms and conditions carefully. You agree to abide by the terms and 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. 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 rules and restrictions may result in cancellation of your reservation(s), in your being denied access to the applicable travel product or services, in your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result of such violation.

#### **PRIVACY POLICY**

International Vacations, inc believes in protecting your privacy. Please [click here](#) to review our current Privacy Policy, which also governs your use of InternationalVacations Pass.com, to understand our practices:

#### **REVIEWS, COMMENTS AND OTHER SUBMISSIONS**

We appreciate hearing from you. Please be aware that by submitting content to this Website by electronic mail, postings on this Website or otherwise, including any hotel reviews, questions, comments, suggestions, ideas or the like contained in any submissions (collectively, "Submissions"), you grant International Vacations,inc and its affiliates a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub licensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised; and (b) use the name that you submit in connection with such Submission. You acknowledge that International Vacations, inc may choose to provide attribution of your comments or reviews (for example, listing your name and hometown on a hotel review that you submit) at our discretion, and that such submissions may be shared with our supplier partners. You further grant International Vacations Pass.com the right to pursue at law any person or entity that violates your or International Vacations, inc's rights in the Submissions by a breach of this Agreement. You acknowledge and agree that Submissions are non-confidential and non-proprietary. We take no responsibility and assume no liability for any Submissions posted or submitted by you. We have no obligation to post your comments; we reserve the right in our absolute discretion to determine which comments are published on the International Vacations Pass.com website If you do not agree to these terms and conditions, please do not provide us with any Submissions.

You are fully responsible for the content of your Submissions, (specifically including, but not limited to, reviews posted to this Website). You are prohibited from posting or transmitting to or from this Website: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to this Website. You acknowledge that International Vacations, inc may exercise its rights (e.g. use, publish, delete) to any content you submit without notice to you.

International Vacations, inc's policies with respect to claims by third parties that the content of the Website, including the content of any Submissions, infringes the copyrights owned by said third party can be found at Copyright Complaint Policy.

#### **Prepaid Hotel Reservations**

You acknowledge that International Vacations, inc pre-negotiates certain room rates with hotel suppliers to facilitate the booking of reservations on your behalf. The room rate displayed on the Website is a combination of the pre-negotiated room rate for rooms reserved on your behalf by International Vacations, inc and the facilitation fee retained by International Vacations, inc to compensate us for our services. You authorize International Vacations, inc to book reservations for the total reservation price, which includes the room rate displayed on the Website, plus tax recovery charges, and service fees. You agree that your credit card will be charged by International Vacations, inc for the total reservation price. Upon submitting your reservation request you authorize International Vacations, inc to facilitate hotel reservations on your behalf, including making payment arrangements with hotel suppliers.

You acknowledge that International Vacations, inc does not collect taxes for remittance to applicable

taxing authorities. The tax recovery charges on prepaid hotel transactions are a recovery of the estimated transaction taxes (e.g. sales and use, occupancy, room tax, excise tax, value added tax, etc) that International Vacations, inc pays to the hotel supplier in connection with your hotel reservations. The hotel suppliers invoice International Vacations, inc for tax amounts. The Hotel suppliers remit applicable taxes to the applicable taxing jurisdictions. International Vacations, inc does not act as co-vendors with the supplier with whom we book or reserve our customer's travel arrangements. Taxability and the appropriate tax rate vary greatly by location. The actual tax amounts paid by International Vacations, inc to the hotel suppliers may vary from the tax recovery charge amounts, depending upon the rates, taxability, etc. in effect at the time of the actual use of the hotel by our customers. We retain our service fees as compensation in servicing your travel reservation. Our service fees vary based on the amount and type of hotel reservation.

You may cancel or change your prepaid hotel reservation, but you will be charged the cancellation or change fee indicated in the rules and restrictions for the hotel reservation. In addition, if you do not cancel or change your reservation before the cancellation policy period applicable to the hotel you reserved, which varies by hotel (usually 24 to 72 hours) prior to your date of arrival), you will be subject to a charge of applicable nightly rates, tax recovery charges and service fees. In the event 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 International Vacations, inc or its subsidiary, as appropriate, no later than the date of the first night of the reservation to prevent cancellation of your reservation. You must make refund requests for no-shows or early checkouts within 60 days after checkout.

You agree to pay any cancellation or change fees that you incur. In limited cases, some hotels do not permit changes to or cancellations of reservations after they are made, as indicated in the rules and restrictions for the hotel reservation. You agree to abide by the terms and conditions imposed with respect to your prepaid hotel reservations.

#### **TRAVEL DESTINATIONS**

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. International Vacations, inc 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](http://www.state.gov), [www.tsa.gov](http://www.tsa.gov), [www.dot.gov](http://www.dot.gov), [www.faa.gov](http://www.faa.gov), [www.cdc.gov](http://www.cdc.gov), [www.treas.gov/ofac](http://www.treas.gov/ofac) and [www.customs.gov](http://www.customs.gov).

Please click here to obtain information on passport requirements and travel documentation requirements: [Passport Requirements | International Vacations,inc](#)

BY OFFERING FOR SALE TRAVEL TO PARTICULAR INTERNATIONAL DESTINATIONS, MYLEISUREBUSINESS 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.

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If, despite the limitation above, the International Vacations,inc Companies, the International Vacations,inc Affiliates or their respective suppliers are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the International Vacations,inc Companies, the International Vacations,inc Affiliates or their respective

suppliers liabilities will in no event exceed, in the aggregate, the greater of (a) the transaction fees assessed for your transactions on this Website, or (b) One-Hundred Dollars (US\$100.00).

The 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 these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of the International Vacations, inc Companies, the International Vacations, inc Affiliates, and/or their respective suppliers.

#### **INDEMNIFICATION**

You agree to defend and indemnify the International Vacations, inc Companies, the International Vacations, inc Affiliates, and/or their respective suppliers and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- (a) your breach of this Agreement or the documents referenced herein;
- (b) your violation of any law or the rights of a third party; or
- (c) Your use of this Website.

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This Website may contain hyperlinks to websites operated by parties other than International Vacations, inc. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites.

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#### **CURRENCY CONVERTER**

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 every day. 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 the International

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If you believe in good faith that materials hosted by us infringe your copyright, please click here for additional information: Copyright Complaint Policy

#### **GENERAL**

This Website is operated by a U.S. entity and this Agreement is governed by the laws of the State of Texas, USA. You hereby consent to the exclusive jurisdiction and venue of courts in Dallas County, Texas, USA, in all disputes arising out of or relating to the use of this Website. Use of this Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph.

You agree that no joint venture, partnership, or employment relationship exists between you and the International Vacations, inc Companies as a result of this Agreement or use of this Website.

Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of this Website or information provided to or gathered by us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of this Website within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

If any part of this Agreement 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, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and Agreement shall continue in effect.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and International Vacations, inc with respect to this Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and International Vacations, inc with respect to this Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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**SELLER OF TRAVEL**

All travel is administered and provided by International Vacations, Inc. and is a registered seller of travel in each of the states listed below:

California registration number: 2076446-40

Florida sellers of travel: ST36342

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

You may be eligible for payment from the Recovery Fund if you have paid money to a seller of travel registered in Nevada for the purchase of travel services or a vacation certificate and you have suffered certain financial damages as a result of the transaction. Please [click here](#) for additional information: Recovery Fund Contact Information.

**SERVICE HELP**

For quick answers to your questions or ways to contact us, visit our Customer Support Center. Or, you can write to us at:

ATTN: Customer Service

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