

## **Website Terms of Use**

Last Updated: 2022 March

The Travel Society, LLC (the “Company” or We/Us/Our) is a host travel agency, providing sales, marketing and technical support for independent travel agency businesses (“Members”) that have affiliated with us as independent contractors. The Company and its Members act solely as a booking agent for disclosed principal supplier tour operators, cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and other services (“Supplier(s)”) and neither the Company, nor its Members, is the source or provider of any travel service. Each Supplier is an independent entity with its own management and is not subject to the control of the Company or its Members. The Suppliers whose names appear in travel documentation are those actually responsible for providing the travel services purchased.

The Company is California Seller of Travel 2081008-40, Florida ST36728, Hawai’i #TAR6450, Washington 601809585 Registration as a seller of travel does not constitute approval by the State of California.

BECAUSE THE COMPANY ACTS AS AGENT FOR DISCLOSED PRINCIPAL SUPPLIERS AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH INDEPENDENT OPERATORS AND SUPPLIERS, YOU AGREE THAT THE COMPANY IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF THESE SERVICES. THE COMPANY HEREBY DISCLAIMS ANY LIABILITY WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY PRINCIPAL SUPPLIER BOOKING THROUGH MEMBERS OF THE COMPANY, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILLFUL ACTS, OMISSIONS OR OTHERWISE OF SUCH SUPPLIER, OR OF ANY SUPPLIER OR THEIR RESPECTIVE EMPLOYEES, AGENTS, SERVANTS, OR REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, THEIR FAILURE TO DELIVER OR THEIR PARTIAL OR INADEQUATE DELIVERY OF SERVICES, THEIR CANCELLATION AND REFUND POLICIES, FUEL INCREASES, BANKRUPTCY, OR CESSATION OF OPERATIONS AND OTHER MATTERS OUTSIDE OF THE COMPANY’S CONTROL, AND YOU HEREBY EXONERATE THE COMPANY FROM ANY LIABILITY WITH RESPECT TO THE SAME.

If you engage the Company or any of its Members to plan travel, it is your responsibility to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations. When traveling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry acceptable identification in order to board a flight. Acceptable identification can be found at <http://www.tsa.gov/traveler-information/acceptable-ids>; examples are DHS-designated enhanced driver's license, Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records. You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing you to miss flight(s), and subsequent scheduled travel bookings on cruises and tours.

Travel to certain destinations may involve greater risk than others. The Company urges you to remain informed on a daily basis as to current news events, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on health and safety conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <http://www.state.gov>, <http://www.tsa.gov>, <http://www.dot.gov>, <http://www.faa.gov>, <http://www.cdc.gov>, and <http://www.cbp.gov>. The Smart Traveler Enrollment Program (STEP) is a free service provided by the U.S. Government to U.S. citizens who are traveling to, or living in, a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to <https://step.state.gov/step/>.

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

The Company will not be in breach of these terms and conditions or otherwise be liable to you, for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, including web host and internet service provider, breakdown or malfunction of equipment, destruction of or serious damage to facilities, natural catastrophes including, but not limited to extreme weather events, floods and volcanic eruptions,

governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy, and any other unforeseen circumstance which is beyond the control of the Company. THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS.

TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF YOUR ITINERARY TO PROTECT AGAINST THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, MISSED CONNECTION FOR CRUISES, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES. The purchase of travel insurance is not required in order to purchase any other product or service offered by the Company or its Members.

The website located at <https://travelsociety.com> (the "Site") is a copyrighted work owned by the Company. We provide services via the Site and specific associated applications ("Apps") that provide marketing and sales support to independent affiliated travel businesses and which inform users about travel, including travel products offered by airlines, cruise lines, tour operators, hotels, resorts, car rental companies, and other travel industry vendors and service providers, ("Suppliers") that are hosted agencies and we may sell to consumers. Our Apps also suggest travel products from Suppliers that may be preferred within our professional network. Our Site, the Apps, and all other websites, applications, widgets, e-mail notifications, and other mediums through which you have accessed this Agreement (via desktop, mobile, or other application) are collectively referred to as the "Services."

Our Site is intended to be accessed and used only by adults and is not directed to minors. We do not knowingly collect personally identifiable information by anyone under the age of 18, and you should not provide us with any information regarding an individual under the age of 18.

By accessing, downloading, or using the Services, including any co-branded or white-labeled versions of the Services:

- (a) you are accepting these Terms of Use ("Agreement") and our Privacy Policy;
- (b) you acknowledge that this Agreement is supported by reasonable and valuable consideration, including, without limitation, your ability to visit, use and/or submit information to our Services;
- (c) you represent that this Agreement can bind you, or if you are acting on behalf of another entity, you have the authority to bind that entity; and

(d) you represent that you are at least eighteen (18) years old. To determine your compliance with this Agreement, We may monitor your access and use of our Services in accordance with our Privacy Policy. If you do not agree with all the provisions of this Agreement, do not access or use our Services.

Subject to the terms of this Agreement and the Privacy Policy, We may offer you various Services. Below are the terms and conditions governing these Services.

1. **Informational Purposes Only.** We and our affiliates, through the Services, may provide a venue through which you can obtain information about certain travel products and services provided by our Suppliers. Any opinions, advice, information, data, text, and other materials or links made accessible through the Services are for information purposes only.

In addition, your decision to access or connect to any Supplier via any links accessible through our Services is made at your own risk. When you link to a third party, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. It would be best to make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such a third party. You may not copy any of the material on the Site for any other unauthorized purpose.

2. **Intellectual Property.** The Site and its original content, features, and functionality are the exclusive property of the Company and its licensors. The Site is protected by copyright, trademark, and other laws of the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without our prior written consent.

Suppose you are the owner of copyrighted material or a copyright owner's legal representative, and you believe that this Site contains content that infringes on your copyright. In that case, you may submit a notification according to the Digital Millennium Copyright Act ("DMCA") by contacting us at: The Travel Society, LLC, 650 South Cherry Street, Suite 200, Denver, Colorado 80246.

3. **Access to the Site.** You agree that you will access the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site in any way that violates any federal, state, local or international law, rule, or regulation, including, without limitation, laws regarding the transfer or export of data, personally identifiable information, or software. You agree that you will not use this Site in any way that infringes upon the copyright, trademark, or service mark of any other entity. Any use of the Site that could damage, disable, overburden, or

impair the Site is strictly prohibited. You may not interfere with any other User's use of the Site. You may not use any technology, including malware, robots, worms, viruses, spiders, Trojan horses, devices, or other similar processes or means to access the Site. You agree not to interfere with any function of the Site, including participating in or facilitating a denial-of-service attack

4. **Access to Site Accounts.** We may restrict access to some parts of the Site to registered users. Suppose you are a registered user on this site. In that case, your username, password, and all other login and security information are confidential, and you agree not to disclose it to any third party without our express permission. Your personal account is for your individual use exclusively. You agree not to provide any other person with access to this Site or portions of it using your username, password, or additional security information. You agree to notify us immediately in the event of a data breach or if your login credentials are compromised in any way. You are responsible for the actions of anyone using your account, even if such use is without your permission.

To access the Site, We may ask you for registration details or other information consistent with our Privacy Policy. As a condition of your use of the Site, you agree that all the information you provide on the Site is accurate and complete.

We have the right to suspend or terminate any account and disable any username or password at any time at our sole discretion.

5. **User Contributions.** From time to time, certain content may be posted on the Site by The Travel Society, LLC, or certain of their subsidiaries, affiliates, suppliers, licensors, and licensees. None of those parties are in any way liable for this Site or any content thereon and do not endorse, and are not responsible for, any information, materials, products, services, or opinions contained on this Site.

6. **Links to Other Websites.** This Site may contain links to third-party websites or services not owned or controlled by Us. We have no control over and assume no responsibility for any third-party websites or services' content, terms of use, privacy policies, or business practices. We shall not be responsible or liable, directly or indirectly, for any damage or loss resulting from the use of third-party websites. We are also not responsible for any damage or loss by reliance on information contained on those third-party sites. We recommend that you review the terms of use and privacy policies of any website you visit.

7. **Termination.** We may terminate or suspend your access to the Site immediately, without prior notice, for any reason, including breach of these Terms of Use. We are not

responsible or liable for any damage or loss resulting from the termination of your use of the Site. We reserve the right to amend or edit the content and services provided via this Site at our sole discretion and without notice.

8. **Advertising Disclosure.** Because We may receive compensation from travel providers featured on our Site, including compensation in the form of commission payments for bookings, the compensation received may influence the content on this site. That content may not always be identified as paid or sponsored content. However, even when the Company of this site is compensated to provide opinions on products, services, websites, and various other topics, We always give our honest opinions, findings, beliefs, or experiences on those topics or products. The views and opinions expressed on this site are purely our own or our guest writers, who may sometimes post their own views. Any product claim, statistic, quote, or other representation about a product or service should be verified with the manufacturer, provider, or party in question. The blog on our Site does not contain any content which might present a conflict of interest.

9. **Limitation of Liability.** You hereby release and forever discharge us (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, every past, present, and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to any interactions with, or act or omission of, the Site, our Suppliers, and their websites, links, offers, sites, products, and services.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data, or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Similarly,

other states do not exclude implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. Each party's liability will be limited to the greatest extent permitted by law in these states.

10. **“AS IS” and “AS AVAILABLE” Disclaimer.** The Site is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Owner, on its behalf and behalf of its respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, concerning the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of the course of dealing, course of performance, usage or trade practice. Without limitation to the preceding, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected.

Without limiting the preceding, neither the Company nor any of the Owner's Suppliers makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

11. **Reservation of Rights; Changes to these Terms.** At our sole discretion, we reserve the right to change these Terms and Conditions at any time. Updated versions of the Terms will be provided to Clients, posted on our site, and immediately posted.

12. **Governing Law.** The laws of the State of Colorado govern these Terms of Use. You hereby consent to the exclusive jurisdiction and venue of courts in Colorado in all disputes arising out of your use of the Site.

13. **Severability.** Suppose any part of these Terms and Conditions is determined to be invalid or unenforceable under applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above. In that case, 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 the agreement shall continue in effect.

14. **Complete Agreement; Enforceability.** These Terms of Use (and any other terms and conditions referenced herein) constitute the entire agreement between you and the Company concerning your use of the Site. It supersedes all prior or contemporaneous communications and proposals between you and the Owner, whether electronic, oral or written. A printed version of this agreement and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated maintained in printed form.

15. **Contact Us.** If you have any questions about these Terms of Use, you can contact us via the contact form on our Site.