

## TERMS & CONDITIONS

This website was designed to be as user-friendly, informative and secure as possible. Please read these terms and conditions to learn more about the website as well as our responsibilities and yours in using it. If you are not willing to agree to these provisions, please do not use the website.

This website is intended to provide services primarily for residents of North America.

### **1. Travel information**

Our website provides extensive information related to travel for you, our customer. It contains information about vacation destinations, tour packages and travel providers as well as airfares, flight schedules and cruise details. It also contains information for travelers about insurance and foreign currencies.

We receive this information from third-party sources such as airlines, hotels, tour operators and transportation providers. We always take reasonable care to make sure this information is accurate and up-to-date. However, we cannot guarantee the accuracy of this information or that it is the most current information available.

As a traveler, you must know and understand the applicable legal requirements related to travel, including passport, visa and health requirements. We will assist you in this regard, both through our website and with live support. However, the ultimate responsibility for obtaining this information and complying with any and all passport, visa, health or other requirements remains solely and exclusively with you.

We strive to provide you with the most current information available concerning tour packages, flight schedules, travel destinations and prices on our website. However, please understand that all the information on our website is subject to change without prior notice. Also, travel products, packages and services described on our website are subject to availability.

**Baggage Policy:** Each airline has its own policies regarding baggage allowances, fees and restrictions. These policies differ from airline to airline and can change at any time. We try our best to display current baggage fee information on this website, but we cannot guarantee the accuracy of this information. Ultimately, you are responsible for verifying your airline's baggage policies and fees before your departure. Also, please be aware that baggage fees are not included in the cost of your trip.

**Schedule change:** Changes to flight schedules, including flight cancellations, can occur for any number of reasons, including bad weather, mechanical problems, crew issues and civil unrest. When this happens, we do our best to notify our customers of any changes to their itinerary, by phone and/or email. However, sometimes the airline does not provide advance notice of the change or cancellation. For this reason, we recommend that you telephone your airline or check your flight status online 24 hours before your scheduled departure.

If your flight has been cancelled, please call us at 1-800-900-1431. We will work directly with the airline on your behalf to find out what options are available and figure out a solution for you. However, if you don't find out about the cancellation until you're already at the airport, or are in-between flights, we recommend you work directly with the airline staff to figure out a solution. Please note that in some cases, especially during bad weather, your options may be limited.

## 2. Prices

All prices displayed on the web site are subject to change without notice until ticketed. In some instances, a fare may change after a reservation has been made. In this case we will contact you to advise you of the fare increase before we proceed any further.

The prices set out on the web site may not include taxes or airport charges or other fees. In this case taxes, airport charges and any additional fees will be displayed during the booking process but prior to payment submission. Special conditions may apply to the prices set out on the web site. In the event that your booking is being processed via third party discounters, a service fee may apply.

This contract permits price increases. No price increases are permitted after the customer has paid in full. If the price increase is more than 7% (except increases resulting from an increase in retail sales tax or federal Goods and Services Tax or Harmonized Sales Tax), the customer has the right to cancel the contract and obtain a full refund.

All reservations are non-refundable unless otherwise stated. If you find that you must cancel a reservation for any reason, please contact us. We will do all we can to assist you in this process. However, please be aware that even if your cancellation is allowed and your reservation is thus refundable, it may be subject to an administrative cancellation fee displayed in the table below plus additional fees charged by the Airlines and other Travel Service Providers.

**The following fees will be charged in the currency of the related booking.**

Cancellation Type	Economy		Business/First Class
	Domestic	International	
Void <sup>1</sup>	75	75	75
Refund	100	250	250
FTC	75	150	150

<sup>1</sup> For U.S. bookings, if a ticket is cancelled within 24 hours of purchase, an administrative cancellation void fee will be charged. For Canadian bookings, if a ticket is cancelled before 11:59 pm EST on the same day of purchase, an administrative cancellation void fee will be charged.

All reservations are non-refundable and non-transferable unless otherwise stated. If you need to make a change to your reservation and that change is allowed, please be advised that such change is subject to the fees in the table below:

	Economy Class		Business/First Class
Exchange Type	Domestic	International	
Within 10 days of new travel date	150	250	250
Beyond 10 days of new travel date	100	200	250

Remember that name changes are impossible. If you need to adjust the spelling, you need to cancel your original reservation (if allowed) and make a new reservation with a new flight at the current rate with the correct spelling by paying fees and penalties. It is your responsibility to check the spelling of all passenger names before submitting your booking.

The rate applied on the date of issuance of the ticket is only valid for a ticket fully utilized and in the sequential order of flight segments on the dates indicated. Improper use may result in cancellation of the whole trip.

FlightHub's Extended Cancellation Policy feature cannot be removed or credited once your reservation has been submitted.

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### 3. Payment and flight information and confirmation

Some banks and credit card companies charge a fee for international transactions. They will appear on your credit or bank card statement as a foreign or international transaction fee. For example, if you make a travel reservation through our website from outside the United States using a U.S. credit card, your bank may convert the payment amount to your local currency and may charge you a fee for the conversion. The amount of the charge appearing on your credit or bank card statement may be in your local currency and different than the purchase amount shown on the billing summary page for the reservation.

In addition, a foreign transaction fee may be assessed if the bank that issued your credit card is located outside the United States.

Booking international travel through our website may be considered an international transaction by the bank or credit card company since FlightHub may pass your payment on to an international travel supplier.

Your bank or credit card company determines the currency exchange rate and the amount of the foreign transaction fee on the day it processes the transaction. Please contact your bank or credit card company should you have any questions about these fees or the exchange rate applied to your transaction.

Booking notification: Once your purchase is complete, you should receive an email titled "Booking Notification." Your booking may provide you with a confirmation number before a ticket has been issued. If this is the case, the booking process is not complete and the fare is subject to change until a ticket is issued.

Once your ticket has been issued, you should receive your electronic ticket.

We strongly recommend that you re-confirm your flight reservation with the airline 24 hours prior to departure for domestic flights, and 72 hours prior to departure for international flights.

#### **4. Special request; seats, meals and frequent flyer**

Please note that requesting specific seats, meals, frequent flyers etc. are requests only. The airline reserves the right to make revisions to the seat allocation without notification. All requests should be confirmed with the airline and we cannot guarantee that passengers will be assigned the seats they've requested. Furthermore, we are unable to promise that your meal/frequent flyer/other special requests will be confirmed by the airline in question. Please ensure that you contact the airline you've booked with in order to confirm the requests you've made. Click [here](#) to view the contact information of the airlines we partner with.

#### **5. Suitability of travel products and services**

On our website, we offer a variety of travel products and services for our customers. However, we do not represent or warrant that any of these travel products and services are or will be suitable and proper for you.

You agree to release us from any claims relative to the travel products and services detailed on our website, including but not limited to claims that these travel products and services are not or were not suitable for you.

#### **6. Specials**

From time to time we offer "specials" on our website. This section applies to all specials we offer on this website. As well, all the terms and conditions spelled out above apply to specials we offer on this website.

Specials are only available for a limited time. Please contact us if need be to determine whether a special shown on our website is still available.

Specific terms and conditions may apply to any special shown on our website. Please contact either us or the third-party provider of the special to determine what terms and conditions apply to that special, if any, and how they may affect you.

Payment for any special that you book and that we confirm is due within 72 hours of our confirmation, unless otherwise agreed to by us in writing. If you fail to pay for the special within this 72-hour timeframe,

your booking may be cancelled. We accept no responsibility for any loss you incur as a result of cancellation for non-payment within 72 hours.

## **7. Intellectual Property**

This website, including its underlying software and its text, design, graphics, layout and content, is owned or licensed by us or by the respective owners. All this material is protected by Canadian and international intellectual property laws.

As a visitor to or user of this website, you have permission to view, use and electronically copy the pages and content of this website through the usual and ordinary use of a web browser.

Any other use of this website and its contents, such as copying, distributing, selling, modifying, transmitting, re-using, re-posting or publishing, is not permitted and is strictly prohibited without the specific written permission of the owner(s) of such material.

Any unauthorised use of our website or its contents will breach this agreement and may void your permission to use this website. It may also violate copyright and other laws.

Certain trademarks, service-marks, business names, company names, logos, trade names and presentation techniques (trade dress) used on this website are owned by us or by our licensors. In particular, we own the trademark "FlightHub." You do not have a right, license or permission to use any of them.

## **8. Your Use**

As a visitor to or user of this website, you must use it in a responsible and co-operative manner.

You must not:

- make any fraudulent, speculative or false enquiries, bookings, or reservations, or make any reservations in anticipation of demand;
- use any form of robot, spider, scraper or other automated means, or any comparable manual process, for the purpose of accessing, monitoring or copying any of the content or information on this website without our prior written consent;
- reproduce, upload, post, display, republish, distribute, or transmit any content of this website in any form or manner whatsoever;
- place or enter false, misleading or incorrect information on the website;
- make any form of booking, reservation or request through this website without fully intending to use that booking, reservation or request for legitimate travel purposes;
- use another person's name, user ID or password to make bookings, reservations or inquiries on this website without that person's prior permission;
- use this website while impersonating or acting as another person;

- post on or transmit through this website any unlawful, threatening, defamatory, libelous, obscene, indecent, inflammatory or pornographic material or images, or any other material that could give rise to or result in civil or criminal proceedings;
- access or use this website in any manner that, in our opinion, could impair, impede or otherwise negatively affect the proper functioning and performance of this website and its systems, or that could negatively impact other visitors to or users of this website;
- tamper with or hinder the operation of this website or make unauthorised modifications to the website;
- delete data from this website without our permission;
- knowingly transmit any virus, malware or other disabling feature or software to or through this website;
- breach the rights of any third party (including rights in intellectual property or contract as well as obligations of confidentiality or nondisclosure) or break any related laws in visiting or using this website;
- frame this website as part of another website, or cache this website for commercial gain or advantage;
- disguise or mask the origin device and/or IP address information of the data being transmitted through this website;
- knowingly permit or allow another person to do any of the above acts.

We reserve the right to restrict or terminate your access to any or all of the features and components of this website if we believe you have violated, or are violating, any of the above prohibitions. In the event of any such restriction or termination, you must immediately cease any prohibited use of this website. Attempting to access or use the website in violation of any restrictions or terminations shall constitute an act of trespass. We will pursue legal action to the fullest extent possible against anyone whom we believe is in breach of the above prohibitions or is committing trespass on the website, and we reserve the right to do so.

## **9. Your warranties**

You declare and affirm the following:

- you have reached the age of majority and are therefore old enough to legally use this website and enter into legally-binding contractual obligations;
- you agree to be responsible (financially and otherwise) for all uses you make of this website as well as the uses of those whom you allow to use your user ID and password to access this website;
- all information you provide on or through this website will be correct, accurate, not misleading, not deceptive and not be likely or intended to mislead or deceive others.

## **10. Indemnity**

You agree to indemnify and hold harmless both our company and the officers, employees and agents of our company from and against any and all losses, damages, claims, costs and expenses arising from any or all of the following:

- any violations by you of these Terms & Conditions;
- any act or omission by you personally or by an officer, employee or agent of your company;
- any claim, demand, cause of action or legal proceeding by a third party against us or our officers, employees and/or agents that arose by reason of an act or omission by you personally or by an officer, employee or agent of your company.

## **11. Your Privacy**

Subject to the terms of our "Privacy Policy" (found on a separate page on this website), we will not disclose your personal information without your permission unless we have to in order to comply with your request or instructions, or unless otherwise required by law. "Personal information" in this context includes such things as your name, contact information and browsing habits provided to us by you or by your web browser.

In the course of providing you with travel-related products and services, we and our third-party providers of such products and services may disclose personal information about you to others in order to set up your travel package. For example, we may disclose information about you to airlines, hotels or car rental companies to complete your travel arrangements.

Separately, we may disclose aggregated information about users and use statistics from our website as well as aggregated information about our sales and trading patterns to others in the ordinary course of our business.

## **12. Disclaimers**

This website and all its content is provided for your use on an "as is" basis and at no charge. We make no warranties or representations of any kind with respect to the website, its contents or any of the products or services offered, provided or made available on or through this website. Moreover, we do not warrant or represent that the content of this website is accurate, current or complete, or that it does not infringe the rights of others.

We disclaim all implied warranties and representations to the maximum extent permitted by law, including, without limitation, implied warranties that the products and services offered, sold and provided through this website will be of merchantable quality, are fit for any purpose or comply with the descriptions and samples displayed on this website.

We do not warrant or represent that this website, the server on which it resides or any of the products and services offered, sold or provided on or through this website are or will be free of errors, defects, viruses or other malicious software.

We have endeavoured to make this website secure and safe to use, and will continue to do so. We have implemented security measures and technology for this purpose. However, because of the proliferation of

viruses, malware and other malicious software on the Internet, we cannot and do not warrant or represent that this website is or will remain secure.

The ability to access and use this website through the Internet is subject to factors over which we have no control. We therefore cannot and do not warrant or represent that you will be able to access this website at any time you want, or that access to the website will be uninterrupted or timely.

If you are unable to access this website, or if the website fails to operate properly, or at all, and you incur loss or damage as a result, your sole remedy is the refund of the money you paid us to use this website, if any.

Our role through this website is to help you make travel arrangements, including placing reservations and processing payments. The travel-related products and services offered, promoted and sold through this website are provided by third parties. We are acting as an agent for these third-party providers. As such, your legal relationship regarding these products and services is with the actual providers of these products and services, and not with us. Therefore, you release us from all liability, claims, damages, costs and expenses to the extent permitted by law arising out of the provision or failure to provide, as well as the use or non-use, of these third-party travel products and services. This includes direct, indirect, special and consequential loss or damage, whether in negligence or otherwise.

Neither will we nor will any of our officers, employees, agents, shareholders or other representatives be liable in damages or otherwise to the maximum extent permitted by law in connection with your use of or inability to use or access this website or your purchase and use of any products and services offered, promoted or sold on or through this website.

This limitation of liability applies to all damages of any kind, including compensatory, direct, indirect, special or consequential damages; loss of data, income or profit; loss of or damage to property; personal injury; and claims of third parties.

If any warranties implied by law cannot be excluded, then our liability for breach of such warranties is limited, at our option, to:

- a. in the case of products: the replacement of the products or the supply of equivalent products; or the payment of the cost of replacing the products or acquiring equivalent products;
- b. in the case of services: the supply of the services again; or the payment of the cost of having the services supplied again.

### **13. Confidentiality**

You can communicate with us through this website. The website also lists other ways you can communicate with us.

We do not accept information that is confidential or proprietary, other than for making travel arrangements or reservations. Please understand that this is our policy.

If you are concerned about the confidentiality of information you are sending us being compromised, do not transmit that information to us through this website; rather, mail or email the information to us instead. Please note, however, that any ideas or suggestions that you send or reveal to us through this website or otherwise are ours to use or disclose without limitation or restriction, even if you have marked the

information as being confidential or proprietary or if you include statements that are contrary to these Terms & Conditions.

#### **14. Linking**

We may link our website to other websites on the Internet. We do this strictly for your convenience as you explore different travel options online. However, the inclusion of any such links does not indicate that we endorse the website or the business to which we have linked. Further, we have not verified the content of any website to which we have linked, and we bear no responsibility whatsoever for the content of any linked website. Should you incur any loss or damage from visiting or doing business with any linked website or business, we are not liable for that loss or damage.

#### **15. Amendments**

We may amend these Terms and Conditions at any time without prior notice to you, except as otherwise specified. We will post the amended Terms and Conditions on this website, and they will take effect immediately upon being posted on the website.

#### **16. Termination**

We reserve the right to immediately terminate this Agreement as well as any other agreement between you and us if you breach any of these Terms and Conditions.

#### **17. Our relationship**

No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship exists between you and us, nor is such a relationship created between you and us by these Terms and Conditions or by our Agreement with you.

#### **18. Notices**

You must provide any notices to us by email to [info@FlightHub.com](mailto:info@FlightHub.com), unless we specify otherwise and except as required by law.

We will provide any notices to you by email to the email address you give us.

Emailed notice will be deemed to have been received by the receiving party 24 hours after the email was sent, unless the sending party receives electronic notification that the receiving email address is invalid or otherwise that the email was not delivered to or received by the receiving party.

#### **19. Governing law**

Should any legal dispute arise concerning the interpretation or application of these Terms and Conditions and/or this Agreement, or should any legal dispute arise because of your use of this website, we will select the applicable legal jurisdiction and venue in our sole discretion.

#### **20. General**

If any of these Terms and Conditions is found by a court or other legal authority to be invalid or unenforceable, the invalid or unenforceable provisions will be stricken. The remaining terms and conditions will remain in full force and effect.

The headings used in these Terms and Conditions are for reference purposes only.

If we take no action in response to a violation by you or others of one or more of these Terms and Conditions, that inaction shall not constitute a waiver of the violated terms and conditions and shall not impair our right to take action in response to subsequent or similar violations.

In this Agreement, the term "website" includes any e-mail bulletins or other content that we provide to you through this website or otherwise initiated from this website.

## **21. Seller of Travel Licenses**

FlightHub Inc is a registered seller of travel in the following US states:

California: 2128012

Washington: 604073871

Florida: ST40746

Iowa: 1372