

Booking Terms & Conditions

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NOTICE TO ALL USERS. READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THIS WEBSITE, WWW.ROVIA.COM OR ANY SUBDOMAINS (XXX.ROVIA.COM) (COLLECTIVELY, THE "WEB SITES"). BY BROWSING AND USING THE WEB SITES, YOU INDICATE YOUR ASSENT AND AGREEMENT TO THESE TERMS. YOUR USE AND ACCESS TO THE WEB SITES IS SUBJECT TO THE FOLLOWING BOOKING TERMS AND CONDITIONS ("TERMS"). IF YOU DO NOT AGREE TO EVERY TERM AND CONDITION OF THIS AGREEMENT PLEASE DISCONTINUE USING THE WEB SITES IMMEDIATELY.

GENERAL PROVISIONS

As a condition of your use of the Web Sites, 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 the Web Sites in accordance with these Terms; (iv) you will only use this Web Sites to make legitimate reservations for you or for any other person(s) for whom you are legally authorized to act; (v) you will inform such other persons about the Terms that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto; (vi) all information supplied by you on the Web Sites is true, accurate, current and complete, and (vii) if you have a Rovia account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you. We retain the right at our sole discretion to deny access to anyone to the Web Sites and the services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms.

1. RESPONSIBILITY

Rovia, LLC ("Rovia") fulfills any travel booked through the Web Sites and may act as an agent for the airlines, tour operators, cruise lines, lodging providers, car-rental companies, ground operators, and any other suppliers of travel services shown on your itinerary ("service providers"). We are not responsible for the acts or omissions of such service providers, their employees and/or agents, or their subcontractors or their failure to provide services, adhere to their own schedules, or honor their contracts. FURTHER, WE ARE NOT RESPONSIBLE FOR ANY DAMAGE AND/OR DELAY DUE TO SICKNESS, EPIDEMIC MEDICAL CONDITIONS, PILFERAGE, LABOR DISPUTES, BANKRUPTCY, MECHANICAL BREAKDOWN, QUARANTINE, GOVERNMENT RESTRAINTS, WEATHER, VOLCANIC ACTIVITY, EARTHQUAKES, TERRORISM, THREAT OF TERRORISM, OR OTHER CAUSES BEYOND OUR CONTROL, NOR ARE WE RESPONSIBLE FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, FAILURE TO MAKE CONNECTIONS, RE-ROUTING, OR ACTS OF ANY GOVERNMENTAL AUTHORITY.

2. HAZARDS

We have no special knowledge regarding foreign entry requirements, unsafe conditions: health hazards, weather hazards, supplier bankruptcies, or the suitability for a disabled person of any type of travel. For foreign entry requirements for U.S. citizens and State Department travel advisories, go to <http://travel.state.gov>. If you are not a U.S. Citizen, go to your country's website to find out the requirements for entry into your destination country.

US Citizens can check for foreign health requirements and dangers, by going to <http://www.cdc.gov>. Citizens of other countries should seek information in your own country. You assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination(s) and your connecting points, and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination(s). You hereby release us from any claims resulting in whole or in part from the hazards mentioned in this paragraph and any other causes not within our control, and to submit all other claims against us within 30 days after the return of your trip. All claims must be submitted in writing and sent by certified mail to 5100 Tennyson Pkwy, Plano, Texas 75024.

3. TICKETING AND REFUNDS

You acknowledge and understand that airlines can increase their prices at any time before tickets are issued. Most airlines impose cancellation fees and charge penalties up to 100% for many discount tickets. Most tour operators, cruise lines, and some resort hotels impose cancellation and charge penalties, too. Unless otherwise explicitly noted, you should assume all purchases to be non-refundable. Please review the applicable rules of each airline, tour operator, cruise line, resort hotel, and any other relevant service provider before making your reservation. By making a reservation through Rovia, you are deemed to have consented to any and all conditions imposed by each of the service providers your reservation utilizes.

4. FLIGHT DELAYS

Flight delays are very common today. If your flight is delayed for any reason, the airlines are not required by law to pay for

your en route expenses, such as meals, hotels, taxes and phone calls. WE STRONGLY RECOMMEND YOU PURCHASE TRAVEL INSURANCE IN ADVANCE FOR ALL YOUR TRAVEL PLANS.

5. CHECK YOUR ITINERARY

As soon as you receive your booked itinerary, check it thoroughly to make sure it is correct as to dates, times, fares, and rates. We accept no responsibility for losses and inconvenience arising from your failure to check your itinerary.

6. SCHEDULE CHANGES

Schedule changes are quite common. We urge you to re-check flight times prior to your departure and return.

7. CRUISES, TOURS, OTHER PACKAGES, AND ALL-INCLUSIVE RESORTS

If you book a trip, we will collect the service provider's deposit or full payment when reservations are made. The amount of the payment varies according to the service provider. We do not endorse or recommend any particular service provider; our role is strictly limited to facilitating the booking. After making your booking on the Web Sites, we may send you any agreement required by the service provider to complete the booking, along with a request that you sign that agreement and return it to us. In the event of any inconsistency between that agreement and these Terms, the latter shall govern.

You acknowledge that some third-party service 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.

8. FINAL PAYMENT

For all vacation trips, you must have made full payment before we release your tickets or other relevant documents.

9. TICKETING AND EXCHANGE FEES

You agree to pay us a ticketing fee of \$6.00 per ticket booked through the Web Sites, unless you are a Registered Rovia Preferred Customer, Rovia LTC, or DreamTrips member in good standing, in which case the \$6 fee is waived. If we must issue a new ticket in exchange for a ticket already issued, you also agree to pay us a fee of \$20 for the exchange.

10. CANCELLATION OF FLIGHTS, TOURS, CRUISES, OTHER PACKAGES, and ALL-INCLUSIVE RESORTS

If you cancel your flight, you agree to pay us a cancellation charge of \$10 per person, in addition to any refund limitations imposed by the airline. If you cancel a vacation trip, you agree to pay us a cancellation charge of \$20 per person, which will be charged to your credit card. This charge is in addition to any cancellation charge (or refund limitations) charged by service providers.

11. NON-USE OF FLIGHT SEGMENTS

You agree not to purchase a ticket or tickets containing flight segments that you will not be using, such as a "point-beyond", "hidden-city", or "back-to-back tickets". You further agree not to purchase a round-trip ticket that you plan to use only for one-way travel. You acknowledge that the airlines generally prohibit all such tickets, and therefore we do not guarantee that the airline will honor your ticket or tickets. If you do not use one of the flights in your reservation, the airline will cancel your remaining itinerary. You agree to indemnify us against any airline claims for the difference between the full fare of your actual itinerary and the value of the ticket or tickets that you purchased.

12. PRICE INCREASES AND EXTRA CHARGES

Travel arrangements involving airline and cruise components are subject to supplemental price increases that may be imposed by the service provider and/or government after you have completed your purchase. You hereby consent to any such price increases and authorize your credit card to be used for them.

Outside the United States, travel suppliers such as hotels, car rental companies, and local tour operators may charge extra fees and taxes as permitted by local law. Information about such charges may not always be available to us when we make your reservations, and we are not responsible for informing you about such charges.

13. RENTAL CAR INSURANCE It is solely your responsibility to determine the applicability of any pre-existing insurance coverage that you may have, in which case you should travel with the applicable insurance information so that it can be provided if necessary. Car rental suppliers may offer several insurance alternatives as incremental and completely distinct

transactions at the time of pick-up. In some countries, this insurance may be mandatory, and the cost of such insurance could exceed the car rental price. We do not offer guidance on such insurance requirements, and we are not responsible for informing you about them.

14. FOREIGN CURRENCY

Currency rates quoted on the Web Sites are based on various publicly available sources. Rates are not verified as accurate, and actual rates may vary. Purchases made on the Web Sites are transacted exclusively in United States Dollars (USD). If you make a purchase from us using a non-USD-denominated credit or debit card, please be aware that, due to the constant fluctuation in exchange rates, our charge to your card or the estimated charge amount we provide you, may differ based on the exchange rate at the time you make your reservation versus the rate at the time the charge is reflected on your credit card statement. In the event that we must credit your account, we will refund the exact USD amount initially charged and will not be responsible for any fluctuations in exchange rates which may cause differences in your billing statement.

15. POWER OF ATTORNEY

As our client, you hereby appoint us to be your attorneys-in-fact for the purpose of signing all documents necessary to purchase and issue airline tickets, tours, cruises, hotel bookings guarantees for late arrival, car bookings, and other travel services as may be offered through the Web Sites. You authorize any of the attorneys-in-fact to sign credit card authorizations for said purchases whenever any of them receives an Internet booking request reasonably believed to be from you or someone acting on your behalf, requesting those tickets be charged to this credit card account. You agree to pay for all such purchases and release us from any liability that may arise out pursuant to this power of attorney. At our request, at any time before or after your trip, you agree to sign a credit card charge form and to send us any proof of your identity that we may require. If we suspect that an attempted charge is fraudulent, we retain the right to void the transaction immediately.

16. OWNERSHIP RIGHTS

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17. WARRANTY DISCLAIMER

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IS NOT LIABLE FOR FAILURE TO) CHECK THE ACCURACY THEREOF PRIOR TO MAKING SUCH THIRD-PARTY INFORMATION AVAILABLE TO YOU. Rovia DOES NOT ENDORSE, WARRANT, OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OF ANY PRODUCT, SERVICE, INFORMATION OR MATERIAL OBTAINED BY YOU FROM THIRD-PARTIES, INCLUDING ANY STATEMENTS, OPINIONS, REPRESENTATIONS, WARRANTIES, OR RECOMMENDATIONS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. Rovia DOES NOT ENDORSE, WARRANT, OR MAKE ANY REPRESENTATIONS WITH RESPECT TO ANY OF THE PRODUCTS YOU MAY PURCHASE FROM A THIRD PARTY VENDOR OR WEB SITE THROUGH THE WEB SITES. The foregoing shall be enforceable to the maximum extent permitted by applicable law.

18. CORRECTION OF ERRORS

THE INFORMATION PUBLISHED ON THE WEB SITES MAY INCLUDE INACCURACIES OR ERRORS, INCLUDING PRICING ERRORS. Rovia DOES NOT GUARANTEE THE ACCURACY OF, AND DISCLAIMS ALL LIABILITY FOR, ANY ERRORS OR OTHER INACCURACIES RELATING TO THE INFORMATION AND DESCRIPTION OF THE HOTEL, AIR, CRUISE, CAR AND OTHER TRAVEL PRODUCTS DISPLAYED ON THE WEB SITES (INCLUDING, WITHOUT LIMITATION, THE PRICING, PHOTOGRAPHS, LISTS OF HOTEL AMENITIES, AND GENERAL PRODUCT DESCRIPTIONS), MUCH OF WHICH INFORMATION IS PROVIDED BY OUR SUPPLIERS. IN ADDITION, Rovia EXPRESSLY RESERVES THE RIGHT TO CORRECT ANY PRICING ERRORS ON OUR WEB SITES AND/OR ON PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE. IN SUCH EVENT, IF AVAILABLE, WE WILL OFFER YOU THE OPPORTUNITY TO KEEP YOUR PENDING RESERVATION AT THE CORRECT PRICE OR WE WILL CANCEL YOUR RESERVATION WITHOUT PENALTY.

19. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER TORT, CONTRACT, OR OTHERWISE, SHALL Rovia BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA, COMPUTER FAILURE OR MALFUNCTION, DISRUPTION OR CANCELLATION OF TRAVEL PLANS, OR ANY AND ALL OTHER DAMAGES OR LOSSES. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS MAY NOT APPLY TO YOU.

20. COMPLIANCE WITH LAWS

Unless otherwise specified, the materials in the Web Sites are presented solely for the purpose of promoting Rovia and its products and services within the United States, its territories, possessions and protectorates. The Web Sites are controlled by Rovia from its offices within the State of Texas, USA. Rovia makes no representation that materials in the Web Sites are appropriate or available for use in other locations outside the United States. Neither the Web Sites nor any underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nations or the U.S. Commerce Department's Table of Denial Orders. By downloading or using any element of the Web Sites you are agreeing to the foregoing and you are certifying that you are not located in, under the control of, or a national or resident of any such country or on any such list. In addition, you are responsible for complying with any and all local laws in your jurisdiction which may impact your right to use the Web Sites.

21. PROHIBITED USE

You shall not use the Web Sites for any purpose that is unlawful or prohibited by these Terms or those contained in the Terms of Use applicable to the Web Sites, and you agree to respect other users of the Web Sites. You violate Rovia's acceptable use policy when, in addition to any violation of the terms previously mentioned, you, your affiliates, representatives, or subsidiaries engage in any of the following prohibited activities:

- * posting, publishing, transmitting, advertising, or displaying on the Web Sites or otherwise making available child pornography, or materials that may be considered profane, offensive, obscene, defamatory or otherwise inappropriate;
- * using the Web Sites for the purposes of spamming (i.e. distribution of unsolicited and unauthorized advertisements or other commercial materials);
- * defaming, abusing, harassing, stalking, threatening, or otherwise violating the legal rights, including but not limited to privacy rights, of others;
- * purposefully or recklessly posting, publishing, or otherwise making available on the Web Sites incorrect or inaccurate information;
- * using the Web Sites in violation of intellectual property rights, or rights of privacy or publicity, of others; or
- * uploading files that contain viruses, corrupted files, worms, Trojan horses, or other software or programs with similar effects that may damage, delay, or disrupt the operation of another's computer, computer network, or other related

equipment, or distributing information regarding the creation or use of viruses, worms, Trojan horses, ping, mail bombing or denial-of-service attacks.

22. NO AGENCY OR EMPLOYMENT

Except as provided in Section 15, no relationship between Rovia and any third parties, including but not limited to travel agents, travel experts, writers, and Rovia users, whether or not they share in the revenues and/or profits of Rovia, who post, publish, view, receive, or utilize information and/or materials in the Web Sites shall be construed as establishing agency, employment, partnership, joint venture or any other relationship giving rise to vicarious liability of Rovia.

23. MODIFICATION OF THESE TERMS

Rovia reserves the right to change these Terms, delete terms or add new terms. It is your responsibility to check these Terms periodically. Your continued use after changes, deletions, or additions have been made shall constitute your acceptance thereof.

24. ASSIGNABILITY OF THESE TERMS

These Terms are personal to you, and you may not assign these Terms or your rights or obligations there under to a third party without Rovia's prior express written consent. Rovia's rights under these Terms may be assigned, and its duties may be delegated.

25. TRIP CANCELLATION AND ACCIDENT INSURANCE

For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance, and for some trips, we require that you purchase such insurance. However, no representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance.

26. JURISDICTION AND MISCELLANEOUS

These Terms are governed by the laws of the United States and the State of Texas, without reference to conflict of laws principles. All disputes between you and Rovia will be settled by confidential arbitration in Dallas, Texas. Notwithstanding the foregoing, the parties may stipulate and agree to conduct the arbitration pursuant to the then-current rules of the American Arbitration Association or any other agreed-upon arbitration services provider. All arbitration decisions are final and binding, and the judgment based on a ruling may be entered in and by any court of competent jurisdiction.

No waiver by Rovia of any term or condition set forth herein shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Rovia to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If for any reason a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible to effectuate the intent of this Agreement, and the remainder of these Terms shall continue in full force and effect.

You warrant that you possess all legal authority to use the Web Sites in accordance with these Terms. These Terms, in addition to the Privacy Policy available on the Web Sites, constitute the entire understanding and agreement between you and Rovia with respect to all matters relating in any way to the use of the Web Sites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Web Sites. Any rights not expressly granted herein are reserved.