

AGREEMENT BETWEEN CUSTOMER AND ARCADIA TRAVEL LTD

Welcome to the Arcadia Travel.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", "Arcadia", "Arcadia Travel", "Travel by Arcadia", "Arcadiatrvl", "Arcadiab2b", "Arcadiacorporatetravel" refer to Arcadia Travel Ltd, a company registered in Mauritius with its principal place of business at John Kennedy Street, Port Louis, Mauritius. "Arcadia Partner" means any co-branded and/or linked website through which we provide links, content or service. 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 "Terms of Use" or "Agreement"). Please read these Terms of Use carefully, as they contain important information about limitations of liability and resolution of disputes through arbitration rather than in court. You should also read our [Privacy Policy](#) which also governs your use of the Website, and is incorporated by reference in this Agreement. By accessing or using this Website, booking any reservations for travel products or services on this Website, or contacting our travel agents, you agree that the Terms of Use then in force shall apply. If you do not agree to the Terms of Use, please do not use or book any reservations through this Website or our travel agents.

USE OF THE WEBSITE

As a condition of your use of this Website, you warrant that:

- 1 you are at least 18 years of age;
- 2 you possess the legal authority to create a binding legal obligation;
- 3 you will use this Website in accordance with these Terms of Use;
- 4 you will only use this Website to make legitimate reservations for you or for another person for whom you are legally authorized to act;
- 5 you will inform such other persons about the Terms of Use that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto; and
- 6 all information supplied by you on this Website is true, accurate, current and complete.

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 these Terms of Use.

DISPUTES

Arcadia Travel Ltd is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as explained in this section.

In case of a claim or dispute, you agree to first give us an opportunity to resolve such disputes or claims relating in any way to the Website, any dealings with our customer service agents, any services or products provided, or any representations made by us, or our Privacy Policy ("Claims") by contacting Arcadia Travel Ltd Support on 2139310.

Any and all Claims will be resolved by binding arbitration, rather than in a court of law, with the exception of small Claims up to an amount of Rs [***] which can be resolved in Mauritian courts and governed by the laws of Mauritius. This includes any Claims you assert against us, our subsidiaries, travel suppliers or any companies offering products or services through us (which are beneficiaries of this arbitration agreement).

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce these Terms of Use as a court would.

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 service reservations 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:

- 1 use this Website or its contents for any commercial purpose;
- 2 make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;
- 3 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;
- 4 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;
- 5 take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- 6 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
- 7 "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization.

If your booking or account shows signs of fraud, abuse or suspicious activity, Arcadia Travel Ltd may cancel any travel or service reservations associated with your name, or email address. If you have conducted any fraudulent activity, Arcadia Travel Ltd reserves the right to take any necessary legal action and you may be liable for any losses and damages incurred by Arcadia Travel Ltd. To contest the cancellation of a booking please contact Arcadia Customer Service.

PRIVACY POLICY

Arcadia Travel Ltd believes in protecting your privacy. Please click [here](#) to review our current Privacy Policy, which also governs your use of the Website and, as stated above, is incorporated by reference, to understand our practices: [Privacy Policy](#)

SUPPLIER RULES AND RESTRICTIONS

Additional terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. Please read these additional terms and conditions carefully. In particular, if you have purchased an airfare, please ensure you read the full terms and conditions of carriage issued by the supplier, which can be found on the Supplier's website. 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. Airfare is only guaranteed once the purchase has been completed and the tickets have been issued. Airlines and other travel suppliers may change their prices without notice. We reserve the right to cancel your booking if full payment is not received before ticketing time limit.

Arcadia Travel Ltd may offer Customers the opportunity to book a reservation for a combination of two one-way tickets instead of a roundtrip ticket. Combined one-way tickets may provide a greater choice of flights, are often cheaper and can be combined on the same airline or on different air-

lines. Unlike roundtrip tickets, each one-way ticket is subject to its own rules, restrictions, and fees. If one of these flights is affected by an airline change (e.g. cancellation or rescheduling) that causes a Customer to make changes to the other flight, the Customer will be responsible for any fees incurred for making changes to the unaffected flight.

All applicable laws strictly forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result arrest, prosecution leading to imprisonment and/or fines and prohibition from travelling. Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person.

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.

Arcadia Travel Ltd is not liable for any costs incurred due to hotel relocation.

PREPAID HOTEL RESERVATIONS

You acknowledge that the Arcadia Travel companies pre-negotiate certain room rates with hotel suppliers to facilitate the booking of reservations. You also acknowledge that Arcadia Travel companies provide you services to facilitate such booking of reservations for a consideration (the "facilitation fee"). The room rate displayed on the Website is a combination of the pre-negotiated room rate for rooms reserved on your behalf by Arcadia Travel and the facilitation fee retained by Arcadia Travel for their services. You authorize Arcadia Travel to book reservations for the total reservation price, which includes the room rate displayed on the Website, plus tax recovery charges, service fees, and where applicable, taxes on the Arcadia services. You agree that your credit card will be charged by Arcadia Travel for the total reservation price. Upon submitting your reservation request you authorize Arcadia to facilitate hotel reservations on your behalf, including making payment arrangements with hotel suppliers.

You acknowledge that except as provided below with respect to tax obligations on the amounts we retain for our services, Arcadia Travel does not collect taxes for remittance to applicable taxing authorities. The tax recovery charges on prepaid hotel transactions are a recovery of the estimated taxes (e.g. sales and use, occupancy, room tax, excise tax, value added tax, etc.) that Arcadia Travel pays to the hotel supplier for taxes due on the hotel's rental rate for the room. The hotel suppliers invoice Arcadia Travel for certain charges, including tax amounts. The hotel suppliers are responsible for remitting applicable taxes to the applicable taxing jurisdictions. Arcadia Travel 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 Arcadia Travel to the hotel suppliers may vary from the tax recovery charge amounts, depending upon the rates, taxability, etc. applicable at the time of the actual use of the hotel by our customers. We retain service fees as additional compensation in servicing your travel reservation. Service fees retained by Arcadia Travel for their services 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. 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 equal to 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 us no later than the date of the first night of the reservation to prevent cancellation of your reservation.

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 of Use imposed with respect to your prepaid hotel reservations.

Sales, use and/or local hotel occupancy taxes are imposed on the amounts that we charge for our services (service fee and/or facilitation fee) in certain jurisdictions. The actual tax amounts on our services may vary depending on the rates applicable at the time of your hotel stay.

Some hotel suppliers may require you to present a credit card or cash deposit upon check-in to cover additional expenses incurred during your stay. Such deposit is unrelated to any payment received by Arcadia for your hotel booking.

PAY NOW OR PAY LATER DETAILS

With certain hotels, you may be presented with the option to pay online now or pay later at the hotel. If you select the "Pay Online Now" option, Arcadia will charge the amount to your credit card immediately. If you select "Pay Later at the Hotel", the hotel will charge your credit card in the local currency at the time of your stay. Please note that taxes and fees vary between the two payment options. Tax rates and foreign exchange rates could change in the time between booking and stay.

BANK AND CREDIT CARD FEES

We accept major credit cards like Visa/Mastercard/American Express. Your credit card will be debited when you click on the "Purchase Button". We will take all reasonable measures to insure information you transmit to us through the Website will remain confidential and protected from unauthorized access. Despite those measures, we do not warrant unauthorized access to that information can never happen. We will not be liable for any such unauthorized access.

Some banks and credit card companies impose fees for international transactions. This means the amount listed on your credit or bank card statement may be in your local currency and therefore a different figure than the figure shown on the billing summary page for a reservation booked on the Website. In addition, a foreign transaction fee may be assessed if the bank that issued your credit card is located outside of Mauritius. In addition, some banks and card companies impose fees for currency conversion. For instance, if you are making a booking in a currency other than the currency of your credit card, your credit card company may convert the booking amount to the currency of your credit card and charge you a conversion fee. The currency exchange rate and foreign transaction fee is determined solely by your bank on the day that they process the transaction. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank.

INTERNATIONAL TRAVEL

You are responsible for ensuring that you meet foreign entry requirements and that your travel documents, such as passports and visas (transit, business, tourist, and otherwise), are in order and any other foreign entry requirements are met. Arcadia has no special knowledge regarding foreign entry requirements or travel documents. We urge customers to review travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to booking travel to international destinations.

Passport and Visa: You must consult the relevant Embassy or Consulate for this information. Requirements may change and you should check for up-to-date information before booking and departure. We accept no liability if you are refused entry onto a flight or into any country due to your failure to carry the correct and adequate passport, visa, or other travel documents required by any

airline, authority, or country, including countries you may just be transiting through. This includes all stops made by the aircraft, even if you do not leave the aircraft or airport.

Health: Recommended inoculations for travel may change and you should consult your doctor for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip.

Disinfection: Most countries reserve the right to disinfect aircraft if there is a perceived threat to public health, agriculture or environment. The World Health Organization and the International Civil Aviation Organization have approved the following disinfection procedures: (1) spray the aircraft cabin with an aerosolized insecticide while passengers are on board or (2) treat the aircraft's interior surfaces with a residual insecticide while passengers are not on board.

BY OFFERING RESERVATIONS FOR TRAVEL PRODUCTS IN PARTICULAR INTERNATIONAL DESTINATIONS, ARCADIA TRAVEL DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH AREAS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

LIABILITY DISCLAIMER

The Information, Software, Products and Services published on this Website may include inaccuracies or errors, including pricing errors. In particular, ARCADIA TRAVEL does not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to the information and description of the hotel, air, cruise, car and other travel products and services displayed on this Website (including, without limitation, the pricing, photographs, list of hotel amenities, general product descriptions, etc.). In addition, Arcadia Travel expressly reserves the right to correct any pricing errors on our Website and/or reservations made under an incorrect price. In such event, if available, we will offer you the opportunity to keep your reservation at the correct price or we will cancel your reservation without penalty.

Hotel ratings displayed on this Website are intended as only general guidelines, and Arcadia Travel does not guarantee the accuracy of the ratings. Arcadia makes no guarantees about the availability of specific products and services. Arcadia Travel and its respective suppliers may make improvements and/or changes on the Website at any time.

Arcadia Travel and its respective suppliers make no representations about the suitability of the information, software, products and services contained on this Website for any purpose, and the inclusion or offering of any products or services on this Website does not constitute any endorsement or recommendation of such products or services Arcadia. All such information, software products, and services are provided "as is" without warranty of any kind. The Arcadia Travel and its respective suppliers disclaim all warranties and conditions that this Website, its servers or any email sent Arcadia Travel and/or its respective suppliers are free of viruses or other harmful components. Arcadia Travel and its respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products and services, including all implied warranties and conditions of merchantability, fitness for a particular response, title and non-infringement.

The carriers, hotels and other suppliers providing travel or other services on this Website are independent contractors and not agents or employees of Arcadia Travel. Arcadia Travel are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting there from. Arcadia Travel has no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expenses, omissions, delays, re-routing or acts of any government or authority.

In no event shall Arcadia Travel and/or its respective suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, 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 Website; any computer viruses, information, software, linked sites, products and services obtaining 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, consumer protection statutes, or otherwise, and even if Arcadia Travel, and/or its respective suppliers have been advised of the possibility of such damages.