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User Agreement

The terms "we", "us", and "Company" refers to Hotels.com, L.P., a Texas limited partnership, and "you" refers to the customer booking a reservation through us directly through this website, or indirectly through any of our affiliates through whom we provide services. All reservations you book through us are subject to the following terms, conditions and notices as they exist at the time the reservation is made. We reserve the right to change these/terms, conditions and notices, and you agree to accept and be bound by those terms, conditions, and notices that are in effect at the time of your use of our website and facilities.

Limitations on Use of Website

As a condition of your use of this website, booking a reservation through us, or using any of the information, data or images from the website, you warrant and represent to us that you will not use this website or information, images or data on the website, for any illegal purpose, or for any purpose that is prohibited by this agreement, and you agree not to: modify, copy, distribute, transmit, publish, display, license, create derivative works from or sell any product, services, information or software obtained from this website.

Your Warranties to Us

You warrant that you are at least 18 years old and possess the legal authority to enter into this agreement and to use this website in accordance with the terms and conditions of this agreement. You agree to be financially responsible for all of your use of this website as well as for the use of your name and credit card account to pay for products and services purchased at this website by members of your household, including minors living with you. You also warrant that all information supplied by you or members of your household in using this website is true and accurate.

Terms of Service

General

This website is provided solely to assist customers in determining the availability of travel-related goods and services and to make legitimate reservations or otherwise transact business with suppliers, and for no other purposes. Separate terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. You agree to abide by the terms or 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 understand that any violation of any such

supplier's conditions of purchase may result in cancellation of your reservation(s) or purchase, in your being denied access to any flights, hotels, or automobiles, in your forfeiting any monies paid for such reservation(s) or purchase, and in the Company debiting your account for any costs we incur as a result of such violation. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your use of this website, and, without limitation, you shall be responsible for all charges, fees, duties, taxes, and assessments arising out of transactions performed by others on your behalf, whether or not such uses were performed with your consent.

Prepaid Hotel Transactions

You agree that your credit card will be charged for the full cost of your reservation upon submitting your reservation request. The cost of your reservation is the total of: the indicated room rate multiplied by the number of days in your reservation, plus an additional amount for the tax recovery charges and our service fees. The tax recovery charge is assessed to recover the amount we pay to the hotel in connection with your reservation for sales and use, occupancy, room tax, excise tax, value added and other similar taxes etc., and the balance of the additional amount is a fee we charge in connection with the handling of your reservation. Our service fee varies based on the amount and location of your reservation.

We are not the vendor collecting and remitting said tax to the applicable tax authorities. The vendors bill all applicable taxes to us and we remit such tax directly to the vendor. We are not a co-vendor associated with the vendor with whom we book or reserve our customer's travel arrangements. Taxability and the appropriate tax rate vary greatly by location. Our actual tax cost paid to the vendor may vary from the tax recovery charge, depending upon the rates, taxability, etc. in effect at the time of the actual use of the hotel, automobile, etc. by our customer.

You may cancel or change your prepaid reservation, but you will be charged the cancellation or change fee indicated on the reservation order form. 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 one-night's room rate, tax recovery charges and service fees. No refunds will be made for no-shows or early checkouts. See the hotel description for the cancellation policy period for each hotel. You agree to pay any cancellation or change fee that you incur. In some cases, hotels do not permit changes to or cancellations of reservations after they are made, generally for stays during holiday periods or special events. You will be notified before the reservation order is completed and your credit card is charged if a reservation is non refundable or non changeable. You agree to abide by the terms and conditions imposed with respect to any completed reservation order for a hotel stay as specified on the reservation order form.

The Company attempts to secure the best hotel rates available. The Company's guarantee provides limited assurance that our rates on prepaid hotel transactions are the lowest rates available. If a lower room rate is available to you for the same dates and the same hotel

within 24 hours of the time you booked and prepaid your reservation and you contact us within that 24-hour period, we will either refund the difference or cancel your reservation without cancellation fee or other charge. This guarantee does not apply to special events such as New Years and the Super Bowl or to non-refundable or non-changeable 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. We urge 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, www.tsa.gov, www.dot.gov, www.faa.gov, www.cdc.gov, www.treas.gov/ofac and www.customs.gov.

BY OFFERING FOR SALE TRAVEL TO PARTICULAR INTERNATIONAL DESTINATIONS, HOTELS.COM 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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Electronic Communications

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IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THIS WEBSITE OR WITH THE DELAY OR INABILITY TO USE THIS WEBSITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS WEBSITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE COMPANY, ITS AFFILIATES, AND/OR THEIR

RESPECTIVE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification

You agree to defend and indemnify the Company, its 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:

- you or on your behalf in excess of the liability described above; or
- by third parties as a result of:
 - your breach of this agreement or the documents referenced herein;
 - your violation of any law or the rights of a third party; or
 - your use of this website.

General

By using this website or booking a reservation through us you agree that the internal laws of the State of Texas, without regard to the principles of conflicts of laws, will govern this agreement and any dispute of any kind that arises between you and the Company or its affiliates. You hereby agree that any dispute arising from or relating to the use of this website or hotel reservations made through us may, if not amicably resolved, be resolved only through binding arbitration between you and us under the commercial rules of the American Arbitration Association. This arbitration, which shall be conducted in Dallas County, Texas, USA before neutral arbitrators, shall not involve other customers, be combined with separate arbitrations involving other customers, or proceed as any type or form of class action in which the claims of similarly-situated customers are pursued together. Use of this website is unauthorized in any jurisdiction that does not give effect to all provisions of this agreement, including, but not limited, to this paragraph. We reserve the right to comply with law enforcement requests or requirements relating to your use of this website or information provided to or gathered by the Company with respect to your use of this website. If any provision of this agreement is determined to be invalid or unenforceable pursuant to applicable law by any court of competent jurisdiction, the other provisions of this agreement will remain in full force and effect.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of this website.

We reserve the right to comply with law enforcement requests or requirements relating to your use of this website or information provided to or gathered by the Company with respect to your use of this website.

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 the customer and the Company with respect to this website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and the Company 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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