

## HubFares Web Site Terms & Conditions

HubFares is providing you a single source for your travel service needs. These terms and conditions govern your use of these travel services provided by HubFares and this web site (the 'Site'). This Site, along with our mobile sites, is intended for business to business use. This Agreement describes the terms and conditions applicable to the services available through this Site. This Agreement describes your responsibilities and, among other things, limits the liability of HubFares. BEFORE SUBMITTING AN ACCOUNT REGISTRATION FORM AND/OR USING ANY OF THESE SERVICES, PLEASE READ ALL OF THIS AGREEMENT CAREFULLY. BY ACCESSING ANY AREAS OF THIS SITE, USERS ('USERS' OR 'YOU') AGREE TO BE LEGALLY BOUND WITHOUT LIMITATION, QUALIFICATION OR CHANGE AND TO ABIDE BY THESE TERMS AND CONDITIONS, WHICH WILL CONSTITUTE OUR AGREEMENT ('AGREEMENT'). If at any time you do not agree with any part of this Agreement, YOU MUST DISCONTINUE USE OF THIS SITE. HubFares reserves the right, in its sole discretion, to amend, modify or alter this Agreement at any time by posting the amended terms on this Site. We recommend that you review these terms and conditions periodically. The amended terms shall be effective from and after the date that they are posted on the Site. This Agreement may not otherwise be amended except in writing signed by both parties. HubFares incorporates herein, by reference, its [privacy policy](#).

WITHOUT LIMITATION OF ANY OTHER PROVISIONS OF THIS AGREEMENT, YOU MAY NOT USE THIS SITE FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THIS AGREEMENT AND/OR ANY APPLICABLE ADDITIONAL TERMS. YOUR ACCESS TO THIS SITE MAY BE TERMINATED IMMEDIATELY IN HubFares SOLE DISCRETION, WITH OR WITHOUT NOTICE, IF YOU FAIL TO COMPLY WITH ANY PROVISION OF THIS AGREEMENT AND/OR ADDITIONAL TERMS, OR FOR ANY OTHER REASON, OR NO REASON.

## PART I

### General Terms and Conditions

#### Arbitration and Dispute Resolution

##### 1. Disputes and Arbitration

HubFares is committed to customer satisfaction. If you have a problem or dispute, we will try to resolve it. If we are unsuccessful, you may pursue your claim as explained in this section.

You agree to give us an opportunity to resolve any problem, dispute, or claim relating in any way to the HubFares websites and/or any of its related applications or services (the 'Site'); any dealings with our customer service agents; the purchase, use, or performance of any services or products available through this Site; any representations made by HubFares; or our Privacy Policy (collectively, 'Claims') by providing Notice to Customer Support as described in section I.A.2.b below. If we are unable to resolve your Claims within 60 days, you may seek relief through arbitration or in small claims court, as set forth below.

These Terms and Conditions shall be governed by the laws of the State of Texas, United States of America, without regard to conflict of law's provisions that would result in the application of the laws of any other jurisdiction. All Claims or other matters in dispute between you or any Third-party (as defined in paragraph K above) and HubFares, its subsidiaries or affiliates, or any travel service providers or companies offering products or services through the Site, whether based upon contract, tort, statute, or otherwise, shall likewise be governed by the laws of the State of Texas, without regard to conflict of law's provisions that would result in the application of the laws of any other jurisdiction.

##### 2. Limitation on Claims

Unless otherwise prohibited by applicable law, any Claim must be brought within two (2) years from the date on which such Claim arose or accrued.

##### 3. Mandatory Arbitration

PLEASE READ THIS PROVISION CAREFULLY. IT REQUIRES THAT ANY AND ALL CLAIMS MUST BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT, AND IT PREVENTS YOU FROM PURSUING A CLASS ACTION OR SIMILAR PROCEEDING IN ANY FORUM. THESE LIMITATIONS APPLY TO ANY CLAIMS AGAINST HUBFARES, ITS SUBSIDIARIES OR AFFILIATES, OR ANY TRAVEL SERVICE PROVIDERS OR COMPANIES OFFERING PRODUCTS OR SERVICES THROUGH THE SITE.

IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. THE ARBITRATOR'S DECISION WILL GENERALLY BE FINAL AND BINDING, WITH NO RIGHT OF APPEAL. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

a. By using this Site, you, any Third-party (as defined in paragraph K above), and HubFares agree that any Claim, including claims regarding the applicability or validity of this arbitration provision, shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ('AAA') and conducted before a single arbitrator pursuant to the then applicable Rules and Procedures established by AAA ('Rules and Procedures'), except that, pursuant to subsection (e) below, under no circumstances may any claim be brought or arbitrated as a class action or be joined with another person's claim, or proceed on a basis involving claims brought on a purported representative capacity (either on behalf of the general public or other users or persons).

As an exception to arbitration, you, any Third-party, and HubFares retain the right to pursue in a small claims court located in the federal judicial district that includes your or the Third-party's billing address at the time of the Claim, any Claim that is within the court's jurisdiction and proceeds on an individual basis. All Claims you or a Third-party bring against HubFares, its subsidiaries or affiliates, or any travel service providers or companies offering products or services through the Site must be resolved in accordance with this Disputes and Arbitration Section. All Claims filed or brought contrary to this Section shall be considered improperly filed and void.

b. If you decide to seek arbitration, you must first send, by certified mail, a written Notice of Dispute ('Notice') addressed to: Legal Department, HubFares, 6301 Gaston Ave Dallas, Texas 75214 ('Notice Address'). The Notice must (i) describe the nature and basis of the Claim; and (ii) set forth the specific relief sought. If HubFares and you, or HubFares and any Third-party, do not reach an agreement to resolve the Claim within 60 days after the Notice is received, you, or the Third-party, may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you, any Third-party, or HubFares is entitled.

c. The arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided that such location is reasonably convenient for you, or any Third-party asserting a Claim), or at such other location as may be mutually agreed upon.

d. To the extent that any Claim is held not to be subject to arbitration and proceeds in a Court other than small claims court, such Claim shall be filed only in the United States District Court for Texas or, if there is no federal jurisdiction over the action, in the courts of the State of Texas located in Dallas County, Texas. You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such Claim that is not subject to the arbitration provision and not pursued in small claims court, and agree that any such claim shall be resolved individually, without resort to any form of class action (as described more fully in section I.A.2.e below). You further agree that any and all Claims or other matters asserted in such dispute, whether based upon contract, tort, statute, or otherwise, shall be governed by the laws of the State of Texas, without regard to conflict of law's provisions that would result in the application of the laws of any other jurisdiction.

e. YOU AND ANY THIRD-PARTY FURTHER AGREE THAT NO PROCEEDING AGAINST HUBFARES, ITS SUBSIDIARIES OR AFFILIATES, OR ANY TRAVEL SERVICE PROVIDERS OR COMPANIES OFFERING PRODUCTS OR SERVICES THROUGH THE SITE (UNDER THIS PROVISION OR OTHERWISE) MAY PROCEED AS A CLASS ACTION, BE JOINED WITH ANOTHER PERSON'S CLAIM, OR PROCEED ON A BASIS INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY (EITHER ON BEHALF OF THE GENERAL PUBLIC OR OTHER USERS OR PERSONS). ANY AND ALL PROCEEDINGS TO RESOLVE CLAIMS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS. IN ADDITION, NO ARBITRATION PROCEEDING UNDER THIS PROVISION SHALL BE CONSOLIDATED OR JOINED IN ANY WAY WITH ANY OTHER ARBITRATION PROCEEDING WITHOUT THE EXPRESS WRITTEN CONSENT OF ALL PARTIES.

f. For any arbitration involving Claims that together seek damages that do not exceed \$25,000, HubFares will reimburse you for all fees and costs imposed by AAA. If you are unable to pay the filing fee, HubFares will pay it for you. For any arbitration involving Claims that together seek damages that exceed \$25,000, if you, or any Third-party, prevail in the arbitration of any Claim against HubFares, HubFares will reimburse such prevailing party for any fees or costs the prevailing party paid to AAA in connection with the arbitration.

g. If you prevail in the arbitration of any Claim against HubFares and are awarded an amount greater than HubFares last written settlement offer to you, HubFares will pay a minimum recovery of \$5,000, and HubFares will reimburse you for all reasonable attorneys' fees incurred in arbitrating the Claim(s) upon which you have prevailed. If any Third-party prevails in the arbitration of any Claim against HubFares and is awarded an amount greater than HubFares last written settlement offer to such Third-party, HubFares will pay a minimum recovery of \$5,000 to the Third-party, and HubFares will reimburse such Third-party for all reasonable attorney's fees incurred in arbitrating the Claim upon which he or she has prevailed. Any dispute regarding attorney's fees to be paid pursuant to this paragraph will be decided by the arbitrator who decided the underlying Claim. If you or the Third-party do not prevail on the claim or prevail but are awarded an amount less than or equal to HubFares last written settlement offer to you, HubFares will pay only the amount of the award, not the minimum recovery or attorneys' fees.

h. Notwithstanding any other provision of law or any of the Rules and Procedures established by AAA which may be to the contrary, HubFares will not be entitled to seek reimbursement of its attorney's fees for any Claim the arbitrator

finds to be non-frivolous.

i. With the exception of sub-part (e) above (the class action waiver), if any part of this arbitration provision is held to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (e) above (the class action waiver) is held to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor any Third-party, nor HubFares shall be entitled to arbitrate their dispute..

k. IF YOU OR ANY THIRD-PARTY DO NOT CHOOSE TO ACCEPT THIS BINDING ARBITRATION PROVISION, YOU OR SUCH THIRD-PARTY MUST NOTIFY HUBFARES IN WRITING BY CERTIFIED MAIL WITHIN THIRTY (30) DAYS OF YOUR PURCHASE OR BEFORE YOU BEGIN TO USE THE SERVICES PURCHASED ON THIS SITE, WHICHEVER DATE IS SOONER. SUCH NOTICE SHALL BE SENT TO THE NOTICE ADDRESS DEFINED IN SUBSECTION (b), ABOVE. IF YOU SO NOTIFY US BY THAT TIME THAT YOU DO NOT ACCEPT THE BINDING ARBITRATION PROVISION, YOU AND ANY SUCH THIRD-PARTY MAY NOT CONTINUE TO PURCHASE SERVICES OR PRODUCTS ON THIS SITE UNLESS AND UNTIL HUBFARES NOTIFIES YOU OR SUCH THIRD-PARTY OTHERWISE. HUBFARES SHALL HAVE THE RIGHT TO PROHIBIT YOUR AND SUCH THIRD-PARTY'S FUTURE PURCHASE OF SERVICES OR PRODUCTS ON THIS SITE.

#### **Trademark Notice**

Product and company names identified on this Site may be the name, trademark, trade name, service mark, logo, symbol or other proprietary designation of HubFares or a third-party. The use on this Site of any name, trade name, trademark, service mark, logo, symbol or other proprietary designation or marking of or belonging to any third-party, and the availability of specific goods or services from such third-party through this Site, should not be construed as an endorsement or sponsorship of this Site by any such third-party, or the participation by such third-party in the offering of goods, services or information through this Site.

#### **Acceptable Use/License**

We grant you a limited, personal, nontransferable, non-sub-licensable, revocable license to access and use this Site only as expressly permitted in this Agreement. Except for this limited license, we do not grant you any other rights or license with respect to this Site; any rights or license not expressly granted herein are reserved. The content and information on this Site (including, without limitation, 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. Accordingly, as a condition of using this Site, you agree not to use this Site or its contents or information for any commercial or non-personal purpose (direct or indirect) or for any purpose that is unlawful or prohibited by this Agreement. While you may make limited copies of your travel itinerary (and related documents) for travel or services purchased through this Site, you agree not to 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 this Site. In addition, whether or not you have a commercial purpose, you agree not to:

- i. access, monitor or copy any content or information of this Site using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- ii. violate the restrictions in any robot exclusion headers on this Site or bypass or circumvent other measures employed to prevent or limit access to this Site;
- iii. take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure; or
- iv. deep-link to any portion of this Site (including, without limitation, the purchase path for any travel services) for any purpose without our express written permission.
- v. deliver any unlawful (according to local, state, federal, or international law or regulation) postings to or through this Site, or any postings which advocate illegal activity.
- vi. deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, tortuous, harassing, hateful or otherwise objectionable.
- vii. deliver or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability.
- viii. deliver or provide links to, any postings containing defamatory, false or libelous material.
- ix. deliver any posting that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity.
- x. deliver any posting to that you do not have a right to make available under law or contractual or fiduciary relationships.
- xi. impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud another.

- xii. manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you deliver.
- xiii. use this Site in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of this Site or other users' computer equipment, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment.
- xiv. attempt to gain unauthorized access to this Site, any related website, other accounts, computer system, or networks connected to this Site, through hacking, password mining, or any other means.
- xv. obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site, including harvesting or otherwise collecting information about others such as email addresses

You may only use this Site to make legitimate reservations, purchases or requests to purchase the products or services offered (each, a 'Request') and shall not use this Site to make any speculative, false or fraudulent Requests or any Requests in anticipation of demand. You represent that you are of sufficient legal age to create binding legal obligations for any liability you may incur as a result of your use of this Site. You agree to provide correct and true information in connection with your use of this Site and you agree to promptly update your membership information (if applicable) in order to keep it current, complete and accurate. It is a violation of law to place a Request in a false name or with an invalid method of payment. Please be aware that even if you do not give us your real name, your web browser transmits a unique Internet address to us that can be used by law enforcement officials to identify you. Fraudulent users will be prosecuted to the fullest extent of the law.

We reserve the right to cancel any airline, hotel or rental car reservation or any other transaction that it reasonably believes to have been fraudulently made, including without limitation, by unauthorized use of a credit or debit card.

### **Accounts, Security, Passwords**

You may register to utilize this Site by completing the specified registration process and providing us with current, complete, and accurate information as requested by the online registration form. It is your responsibility to maintain the currency, completeness and accuracy of your registration data, and any loss caused by your failure to do so is your responsibility. As part of the registration process, you will be asked to choose a security question. It is entirely your responsibility to maintain the confidentiality of your security question and your account. Additionally you are entirely responsible for any and all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account. We are not liable for any loss that you may incur as a result of someone else using your account, either with or without your knowledge.

### **Privacy Policy**

You confirm that you have read our [Privacy Policy](#), the terms of which are incorporated herein, and agree that the terms of such policy are reasonable and satisfactory to you. You consent to the use of your personal information by us and/or our third-party providers and distributors in accordance with the terms of and for the purposes set forth in the [Privacy Policy](#). To the extent permitted by law, we make no representation or warranty with regard to the sufficiency of the security measures used for data handling and storage. We will not be responsible for any actual or consequential damages that result from a lapse in compliance with the [Privacy Policy](#) because of a security breach or technical malfunction.

### **Disclaimer of Warranties**

UNLESS A PROVIDER HAS AGREED OTHERWISE, ALL CONTENT, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTAINED WITHIN OR AVAILABLE THROUGH THIS SITE ARE PROVIDED TO YOU ON AN 'AS IS,' 'AS AVAILABLE' BASIS. HUBFARES MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS WEBSITE TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, HUBFARES DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY WORKMANLIKE EFFORT, INFORMATIONAL CONTENT, TITLE, OR NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES. HUBFARES DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT THIS SITE WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE AND/OR ITS SERVERS WILL BE FREE OF VIRUSES AND/OR OTHER HARMFUL COMPONENTS. HUBFARES DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY MATERIAL OF ANY KIND CONTAINED WITHIN THIS SITE FOR ANY PURPOSE, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTENT.

WE ARE NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS IN THE TRANSMISSION OR RECEIPT OF TICKET ORDERS OR, ANY COMPUTER VIRUS OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

WITHOUT LIMITING THE FOREGOING, NO WARRANTY OR GUARANTEE IS MADE (I) REGARDING THE ACCEPTANCE OF ANY REQUEST, (II) THAT A USER WILL RECEIVE THE LOWEST AVAILABLE PRICE FOR GOODS AND/OR SERVICES AVAILABLE THROUGH THIS SITE, (III) REGARDING THE AVAILABILITY OF PRODUCTS AND/OR SERVICES THROUGH THIS SITE OR, WHERE APPLICABLE, AT ANY PARTICIPATING RETAILER OR RETAILER LOCATION, OR (IV) REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS SITE. No Agency Relationship

We do not agree to act as your agent, travel agent or fiduciary in providing services through the Site.

### **Minors**

Persons under the age of 18 are not eligible to use any services on this Site

### **General Limitation of Liability**

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL HUBFARES, INCLUDING ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, SUBSIDIARIES, AFFILIATES, DISTRIBUTORS, SUPPLIERS, LICENSORS, AGENTS OR OTHERS INVOLVED IN CREATING, SPONSORING, PROMOTING, OR OTHERWISE MAKING AVAILABLE THE SITE AND ITS CONTENTS (COLLECTIVELY THE 'COVERED PARTIES'), BE LIABLE TO ANY PERSON OR ENTITY WHATSOEVER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, COMPENSATORY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO: (I) LOSS OF GOODWILL, PROFITS, BUSINESS INTERRUPTION, DATA OR OTHER INTANGIBLE LOSSES; (II) YOUR INABILITY TO USE, UNAUTHORIZED USE OF, PERFORMANCE OR NON-PERFORMANCE OF THE SITE; (III) UNAUTHORIZED ACCESS TO OR TAMPERING WITH YOUR PERSONAL INFORMATION OR TRANSMISSIONS; (IV) THE PROVISION OR FAILURE TO PROVIDE ANY SERVICE; (V) ERRORS OR INACCURACIES CONTAINED ON THE SITE OR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE SITE; (VI) ANY TRANSACTIONS ENTERED INTO THROUGH THIS SITE; (VII) ANY PROPERTY DAMAGE INCLUDING DAMAGE TO YOUR COMPUTER OR COMPUTER SYSTEM CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, DURING OR ON ACCOUNT OF ACCESS TO OR USE OF THIS SITE OR ANY SITE TO WHICH IT PROVIDES HYPERLINKS; OR (VIII) DAMAGES OTHERWISE ARISING OUT OF THE USE OF THE SITE, ANY DELAY OR INABILITY TO USE THE SITE, OR ANY INFORMATION, PRODUCTS, OR SERVICES OBTAINED THROUGH THE SITE. THE LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF A COVERED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. Further, to the extent permitted by law, the Covered Parties accept no responsibilities for any damage and/or delay due to Provider cancellations, shortages, sickness, pilferage, labor disputes, bankruptcy, machinery breakdown, quarantine, government restraints, weather, terrorism or causes beyond the Covered Parties' control. No responsibility is accepted for any additional expense, omissions, delays, re-routing or acts of any governmental authority.

No Covered Party shall be responsible for any Provider's breach of any warranty including, but not limited to, implied warranties of fitness for a particular purpose or of merchantability, nor shall any Covered Party be responsible for any other wrongdoing of a Provider (including any liability in tort), as to any products and/or services available through this Site. No Covered Party shall be responsible for any Provider's failure to comply with this Agreement nor for any Provider's failure to comply with applicable federal, state, provincial and local law.

If, notwithstanding the above, a Covered Party is found liable for any loss or damage relating to the use of this Site, User agrees the liability of any such party shall in no event exceed the total charge to the User assessed by HubFares for making a Request. Some states or jurisdictions, to the extent their law might be deemed to apply notwithstanding the selection of Connecticut law as described below, do not allow the limitation of liability, so the foregoing limitations might not apply to you.

### **Indemnification**

You agree to defend and indemnify HubFares, their 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 (i) by you or on behalf of you in excess of the liability described above, within the limits permitted by applicable law; or (ii) by third parties as a result of:

- a. your breach of this Agreement
- b. your violation of any law or the rights of a third party; or
- c. your use of this Site in violation of the terms and conditions set forth herein.

#### **Third Parties**

If you use this Site to submit Requests for or on behalf of a third-party ('Third-party'), such as a family member or a traveling companion, you are responsible for any error in the accuracy of information provided in connection with such use. In addition, you must inform the Third-party of all Terms and Conditions applicable to all products or services acquired through this Site including all rules and restrictions applicable thereto. Each User using this Site for or on behalf of a Third-party agrees to indemnify and hold each Covered Party harmless from and against any and all liabilities, losses, damages, suits and claims (including the costs of defense), relating to the Third-party's or the User's failure to fulfill any of its obligations as described above. You are directly responsible for any Request submitted including for total charges and performance obligations.

#### **User Comments, Feedback, and Other Submissions**

All comments, feedback, suggestions and ideas disclosed, submitted or offered to a Covered Party in connection with your use of this Site (collectively, 'Comments'), shall be and remain our exclusive property and may be used by a Covered Party in any medium in accordance with our [Privacy Policy](#) and you agree to execute any documents that may be necessary for such an assignment of rights.. By providing your Comments to a Covered Party, you shall be indicating your consent to the Covered Party's use of your Comments. For example, your Comments could be used on this Site and in radio, television, and print advertisements. We reserve the right to provide your Comments to its partners or other third-parties. Your first name, first initial of your last name, and town and state may be used with any Comments you submit. The information and opinions expressed in Comments on this Site are not necessarily those of us or its content providers, advertisers, sponsors, affiliated or related entities, and we makes no representations or warranties regarding that information or those opinions. We do not represent or guarantee the truthfulness, accuracy, or reliability of any Comments or determine whether the Comments violate the rights of others. You acknowledge that any reliance on material posted by other users will be at your own risk. No Covered Party is under any obligation to maintain your Comments (and the use of your first name and first initial of your last name with any comments) in confidence, to pay to you any compensation for any Comments submitted, or to respond to any of your Comments. You agree you will be solely responsible for the content of any Comments you make.

#### **Response to Requests**

While we will use its good faith efforts to respond to Requests within the time periods indicated on this Site, no guarantee is made that the status of your Request will be made available to you within the stated processing time. None of the Covered Parties is responsible for any errors or delays in responding to a Request including, without limitation, error or delays in responding to a Request caused by an incorrect e-mail address or other data provided by you or other technical problems beyond their control.

#### **Links to Other Web Sites and Services**

To the extent this Site contains links to outside services and resources, any concerns regarding such services or resources should be directed to the particular outside service or resource provider. We do not monitor or control the linked sites and makes no representations regarding, and is not liable or responsible for the accuracy, completeness, timeliness, reliability, or availability of any of the content upload, displayed, or distributed, or products or services available at these sites. If you choose to access any third-party site, you do so at your own risk. The presence of a link to a third-party site does not constitute or imply our endorsement, sponsorship, or recommendation of the third-party, or of the content, products or services contained on, or available through, any such third-party site.

#### **Modification/Termination of Usage**

We reserve the right, in its sole discretion, to modify, suspend, or terminate this Site and/or any portion thereof, including any service or product available through the Site, and/or your profile, password, or use of the Site, or any portion thereof, at any time for any reason with or without notice to you. In the event of termination, you will still be bound by your obligations under this Agreement and any Additional Terms, including the warranties made by you, and by the disclaimers and limitations of liability. Additionally, we shall not be liable to you or any third-party for any termination of your access to this Site.

## **Electronic Notification**

To the extent that we need to contact you, you agree that we may do so via any electronic means, including but not limited to communications posted on this Site or electronic mail.

## **Hyperlinks**

Unless otherwise expressly permitted, websites may not hyperlink to any page beyond the homepage of this Site or frame this Site or any web page or material herein, nor may any entity hyperlink any aspect of this Site in an email for commercial purposes without our express written permission.

## **Miscellaneous**

The captions in this Agreement are only for convenience, and do not, in any way, limit or otherwise define the terms and provisions of this Agreement.

This Agreement, and the related parts of this Agreement relating to each service represent the entire agreement between you and each Covered Party regarding your use of this Site and supersede any prior statements, representations, or prior versions of these Terms and Conditions relating to the use of the Site that were displayed on this Site before. We reserve the right to modify, revise or update this Agreement from time to time by updating this posting. Your continued use of this Site will be subject to the terms of this Agreement in effect at the time of your use. Certain provisions of this Agreement may be superseded by expressly designated legal notices or terms located elsewhere on this Site, which will be adequately brought to your attention. In the event that any provision of this Agreement is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

## **PART II**

Travel Services

### **A. General**

#### **Travel Service Limitation of Liability**

THE AIRLINES, HOTELS, RENTAL CAR COMPANIES AND OTHER SUPPLIERS PROVIDING TRAVEL OR OTHER SERVICES THROUGH THE SITE (COLLECTIVELY, 'TRAVEL SUPPLIERS') ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF THE COVERED PARTIES. TO THE EXTENT PERMITTED BY LAW, THE COVERED PARTIES DO NOT ASSUME LIABILITY FOR ANY INJURY, DAMAGE, DEATH, LOSS, ACCIDENT OR DELAY DUE TO AN ACT OR OMISSION OF A TRAVEL SUPPLIER, INCLUDING, WITHOUT LIMITATION, AN ACT OF NEGLIGENCE OR THE DEFAULT OF A TRAVEL SUPPLIER, OR AN ACT OF GOD. FURTHER AND TO THE EXTENT PERMITTED BY LAW, NO RESPONSIBILITIES ARE ACCEPTED FOR ANY DAMAGE AND/OR DELAY DUE TO SICKNESS, PILFERAGE, LABOR DISPUTES, BANKRUPTCY, MACHINERY BREAKDOWN, QUARANTINE, GOVERNMENT RESTRAINTS, WEATHER, TERRORISM OR CAUSES BEYOND THE COVERED PARTIES' CONTROL. NO RESPONSIBILITY IS ACCEPTED FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, FAILURE TO MAKE CONNECTIONS, RE-ROUTING OR ACTS OF ANY GOVERNMENTAL AUTHORITY.

#### **International Travel: Passports, Visas, and Hazards**

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. We therefore urges passengers to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations.

BY OFFERING OR FACILITATING TRAVEL TO PARTICULAR INTERNATIONAL DESTINATIONS, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND WE SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

## Important Information Regarding Currency and Exchange Rates

Purchases made on our Site are transacted in different currencies, depending on the user's IP address and/or the currency that the user selects. You will be charged in the currency shown upon checkout in the Summary of Charges. If you make a purchase from us using a credit or debit card in a currency that is different from the one shown to you upon checkout in the Summary of Charges, 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. Also, in the event that we must credit your account, we will refund the exact amount in the currency initially charged and will not be responsible for any fluctuations in exchange rates which may cause differences in your billing statement.

## Travel Suppliers

You agree to abide by the terms or conditions of purchase imposed by any Travel Supplier, whether that Travel Supplier is selected by you or by HubFares, including, but not limited to, payment of all amounts when due and compliance with the Travel Supplier's rules and restrictions regarding availability and use of fares, products, or services. You understand that any violation of any such Travel Supplier's conditions of purchase may result in cancellation of your reservation(s) or purchase(s), in your being denied access to any flights, hotels, or automobiles, in your forfeiting any monies paid for such reservation(s) or purchase(s), and in HubFares debiting your account for any costs HubFares incurs as a result of such violation. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this Site.

You agree that we will not be liable for any injury, loss, claim, damage, or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including, but not limited to lost profits or lost savings), whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with the performance or nonperformance of any Travel Supplier, including, but not limited to, nonperformance resulting from bankruptcy, reorganization, insolvency, dissolution or liquidation, even if we have been advised of the possibility of any such damages. In the event of nonperformance resulting from bankruptcy, reorganization, insolvency, dissolution or liquidation of a Travel Supplier, you agree that your sole recourse shall be toward such Travel Supplier and not toward us.

We have no special knowledge regarding the suitability for disabled persons of any portion of any tour. For information concerning the suitability for disabled persons for any portion of any tour or other reservation, contact the supplier directly.

## B. Airline Service Restrictions

### 1. General

a. **Airline Rules, Itinerary Changes and Price Changes:** Airline tickets available through this Site are subject to the published conditions of carriage and rules, including but not limited to cancellation policies, of the applicable airline. The contract of carriage in use by the applicable airline, when issued, shall be between the applicable airline and the passenger. Airlines retain the right to adjust flight times and schedules at any time. Airlines may also in their discretion change or cancel flights or itineraries.

b. HubFares endeavors to publish and maintain accurate prices and information for its airline services. Airlines provide HubFares with the price and other information related to these services. In the event, however, that a service is listed or provided to us at an incorrect price or with incorrect information due to typographical error or other error in pricing or service information received from an airline, HubFares and/or the airline retain the right to refuse or cancel any Requests placed for such service prior to your method of payment being charged.

c. **Frequent Traveler Points:** Frequent traveler points, upgrades, certificate vouchers and other discounts or incentives may not apply to HubFares' Airline Service.

d. **Age Requirements:** Airline tickets purchased on our site must include at least one adult passenger over the age of 18 on the same reservation.

e. **Code Share:** Some airlines enter into 'code share' agreements with a limited number of select airline partners. This means that on certain routes, the airline carrier selling or marketing the flight does not fly its own aircraft to that destination. Instead, it contracts with a partner airline to fly to that destination. The partner airline is listed as 'operated by.' In most cases you will check in with your 'operating' carrier; however, you should verify your flight check-in location with your ticketing carrier. If your flight is a code share, it will be disclosed to you in the booking process and prior to your payment on a price disclosed, retail airline ticket.

f. **Hazardous Materials:** Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons,



corrosives and radioactive materials. Examples include 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.

See [http://www.faa.gov/about/office\\_org/headquarters\\_offices/ash/ash\\_programs/hazmat/passenger\\_info/](http://www.faa.gov/about/office_org/headquarters_offices/ash/ash_programs/hazmat/passenger_info/) for more information

## 2. Airline Prohibited Practices

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' if those practices are prohibited by the airline(s). You further agree not to purchase a round-trip ticket that you plan to use only for one-way travel if that practice is prohibited by the airline(s). You acknowledge that most airlines prohibit all such tickets, and therefore we do not guarantee that the airline will honor your ticket or tickets if you engage in these practices. You agree to indemnify the Covered Parties against airline claims, on the basis of these or any other prohibited practices, for the difference between the full fare of your actual itinerary and the value of the ticket or tickets that you purchased.

## 3. Use of Flight Segments

Most airlines require you to use flight coupons in sequential order. For those airlines who allow the use of a ticket for only one segment, if you do not cancel all or part of your journey prior to the departure of any segment of your itinerary, you may forfeit up to the value of your airline ticket, depending on the rules of the fare purchased.

## 4. Taxes and Fees Charges

Government imposed taxes and fees and any applicable airline imposed fees are either included in your fare or itemized separately on your checkout page to provide a trip cost. Tax rates in effect at time of purchase are applied to your ticket price. Retroactive tax rate increases may be the responsibility of the traveler. For international flights, as described below, Entry or Exit Fees may be charged that are not included in your fare or itemized separately on your checkout page. A non-refundable fee per ticket will be applied to published price airline itineraries that include more than one carrier. Paper ticket fees, itinerary change/cancellation/refund fees, baggage fees and Entry or Exit fees on certain international flights may also apply to your itinerary, as described below;

- a. **Paper Ticket Fees:** A shipping and handling fee will be charged if your itinerary requires the issuance of paper tickets. If your tickets are rerouted or are undeliverable and are returned, there will be an additional re-handling fee. Note: This fee, if applicable, will be displayed on your contract prior to purchase.
- b. **Itinerary Changes/Cancellations/Refunds:** Air travel itinerary changes, if permitted by the airline fare rules, may have a change fee charged by the airline typically ranging between \$200 and \$300 USD per ticket that will vary by market, carrier and specific fare rule. In addition, any changes to your itinerary will result in a per ticket HubFares processing fee.
- c. **Baggage Fees:** The airlines may require you to pay additional fees at the airport for certain services and/ or if you exceed certain limits as dictated by the airline, such as the number of bags or weight allowed, and some airlines do not offer a free baggage allowance. During the booking process, HubFares provides a summary of key terms of an airline's baggage fees, but each airline should be consulted for complete information about its baggage and other ancillary fees.
- d. **Entry/Exit Fees:** If you are traveling internationally, some countries or airports charge fees upon entering and/or exiting the country. These fees are not included in the ticket price, or the taxes and fees we display on our website prior to purchase. For more information on a specific country's entry/exit fee, we suggest that you visit [www.travel.state.gov](http://www.travel.state.gov) prior to departure.

## C. Travel Insurance

Travel Insurance offered on our site is provided through a partnership with our insurer. When you purchase Travel Insurance in connection with one of our travel products, you are subject to the Terms & Conditions of our insurer.

## Privacy Policy

### Introduction

HubFares provides you with a single source for purchasing air reservations, HubFares. The following describes the privacy policy (as amended or otherwise changed from time to time, the "Privacy Policy") applicable to the services

available through HubFares, including this travel Web site, mobile sites, iPhone, Android and other mobile applications and any other online communications and interfaces (the "Site") operated by HubFares. By visiting the Site, you are consenting to the collection, use, disclosure, storage, transfer, and processing of your personal data described in this Privacy Policy.

On occasion we may revise this Privacy Policy to reflect changes in the law, our Personal Data collection and use practices, the features of our Site, or advances in technology. If we make any material changes we will notify you by email (sent to the e-mail address specified in your account) or by means of a prominent notice on this Site prior to the change becoming effective.

### **Our Commitment to Your Privacy**

HubFares complies with the EU Safe Harbor framework ('EU Safe Harbor') as set forth by the US Department of Commerce regarding the collection, use and retention of personal data from the European Union ('EU'). In particular, HubFares adheres to the EU Safe Harbor with respect to personally identifiable data obtained in the US about: (i) customers and visitors to this Site from the European Union ('EU Customer Data'); (ii) suppliers, business partners, customers, and website visitors of our EU affiliates ('EU Affiliate Data'); and (iii) employees of our EU affiliates ('EU Employee Data'). EU Customer Data is handled in accordance with this Privacy Policy, and any questions about such data should be directed to us as specified in the 'How to Contact Us' section below.

We process European Affiliate Data on behalf of, and in accordance with the instructions of, our relevant affiliates in the EU, such as in connection with customer support and other business functions. In addition, in limited circumstances, we may also obtain European Affiliate Data as necessary or appropriate in connection with litigation, government inquiries, internal inquiries, or similar matters. Questions about European Affiliate Data should be directed to us as specified in the "How to Contact Us" section below. In addition, we maintain internal policies and procedures governing the handling of European Employee Data. If we or our EU and Swiss affiliates cannot answer or resolve questions about European Employee Data directly, the individual concerned may contact the data protection authorities in their home country in the EU for further information.

We value your trust in us and will work hard to earn your confidence so that you can enthusiastically use our services and recommend us.

### **Information We Collect**

We collect personally identifiable information ("Personal Data") about you that you provide to us while using the Site. Personal Data includes information that can identify you as a specific individual, such as your name, address, phone number, credit card number or e-mail address. We also collect non-personally identifiable information, including your IP address, search preferences related to specific searches, location, and bids through your interactions with our Site. When we link non-personally identifiable information with Personal Data, we will treat that as Personal Data under this Privacy Policy.

If you purchase certain services, such as airline tickets, for other travelers, we will collect the names of the other travelers. You must make sure that you have the right to provide such information. By providing any Personal Data of another traveler, you represent that you have all necessary authority and/or have obtained all necessary consents from such person to enable us to collect, use and disclose such Personal Data as set forth in this Privacy Policy. Personal Data of other travelers is collected only for the purpose of providing such other travelers' names to the appropriate travel supplier, such as the airline on which travel will occur.

### **Protecting Your Personal Data**

To prevent unauthorized access, maintain data accuracy, and ensure correct use of Personal Data, we employ reasonable and current technical, administrative and physical safeguards. To protect credit card transactions while in transit, HubFares currently uses Secure Socket Layer encryption.

### **How We Use the Information We Collect**

We use Personal Data to provide you with the products and services from our Site, to build features that will make the services available on the Site easier to use, and to contact you about these services. This includes faster purchase requests, better customer support and timely notice of new services and special offers and more relevant content.

From time to time, HubFares may contact you to request feedback on your experience using the Site, to assist us in improving the Site, or to offer special savings or promotions to you, as a Site user. If you would prefer not to receive notices of special savings or promotions, you may simply opt-out by using the hyperlink provided in these notices.

### **Sharing Your Personal Data**

HubFares does not share your Personal Data, except as disclosed in this Privacy Policy or as otherwise authorized by you. HubFares may share your Personal Data with its subsidiaries and with third parties as described in the categories below:

**External Service Providers:** When you use the HubFares service to purchase an airline ticket, reserve a hotel room or a rental car or to take advantage of any of our other products and services (including travel insurance and destination attractions), we may provide Personal Data to the airline, hotel, car rental agency or other involved third-party. Please refer to the websites of third party suppliers for their Privacy Policies and other information on the suppliers.

**Third Party Partners:** In order to provide you with certain services, we may share your Personal Data with third party partners, or require that you transact directly with a third party partner. Third party partners consist of companies with which we have contracted in order to provide you with services or products featured on our Site. Please refer to the websites of third party suppliers for their Privacy Policies and other information on the suppliers.

**HubFares Agents:** Many of the operations we perform require us to hire other companies to help us with these tasks. For example, we hire companies to help us handle mail and e-mail (including sending and delivering packages, postal mail and e-mail), analyze the data we collect, market our products and services, handle credit card transactions and provide customer service. The companies we employ to help us with these tasks have access to Personal Data to perform their functions, but may not use it for other purposes. HubFares requires all agents to whom Personal Data is disclosed to enter into confidentiality agreements and to agree to act in a manner consistent with the relevant principles articulated in this Policy.

**Advertisements, Marketing Material and Other Offers:** Unless you tell us that you do not want to receive these offers and subject to applicable law, HubFares and/or those companies that we have a commercial relationship with, may occasionally send advertisements, marketing material or other offers that we think might be of interest to you. If you do not want to receive these advertisements, marketing material or other offers, you may simply opt-out by using the hyperlink provided in these notices. Where required by law, we will seek your consent prior to sending you any marketing materials.

**Future Business Transfers:** Our business is constantly changing. As part of that process, HubFares may sell or buy other companies, and Personal Data may be transferred as part of these transactions. It is also possible that HubFares, or substantially all of their assets, may be acquired by another company, whether by merger, sale of assets or otherwise, and Personal Data may be transferred as part of such a transaction. In such cases, the acquiring company would be required to honor the privacy promises in this Privacy Policy or obtain your consent to any material changes to how your Personal Data will be handled.

**Compliance with Law and Other Disclosures:** We reserve the right to release Personal Data in order to comply with applicable law and when we believe that disclosure is necessary to comply with a judicial proceeding, court order, or legal process served on us. We may also release Personal Data to enforce or apply the terms and conditions applicable to our products and services, protect us or others against fraudulent or inappropriate activities, or otherwise protect the rights, property or safety of HubFares, our affiliated companies, our customers, or others.

### **Our Policy Concerning Cookies and Other Tracking Technologies**

Cookies and similar tracking technologies, such as beacons, scripts, and tags, are small bits of code, usually stored on a user's computer hard drive or device, which enable a website to "personalize" itself for each user by remembering information about the user's visit to the website.

As described in more detail below, our Site uses cookies to store your preferences, display content based upon what you view on our Site to personalize your visit, analyze trends, administer the Site, track users' movements around the Site, serve targeted advertising and gather demographic information about our user base as a whole. On mobile websites and mobile apps, we may use Anonymous Device IDs and/or Advertiser Identifiers in a manner similar to our use of cookies on our websites. To opt-out of advertising and certain other cookies, please see the opt-out links below.

**HubFares Cookies (First Party Cookies):** We use our cookies to improve your web-browsing experience. For example, we use a cookie to reduce the time it takes for you to submit purchase requests by storing a registered user's e-mail address so that the user does not need to enter their e-mail address each time that they log-in. We will also use a cookie to keep track of your search criteria while you are engaging HubFares services. Our cookies are associated with a user's Personal Data. However, no third party may use the information we collect through our cookies for their own purposes.

**Third Party Cookies:** We work with third-parties that place cookies on our Site to provide their services, including:

**Ad Targeting:** We work with third-party advertising companies to serve ads while you are visiting our Site and permit these companies to place and access their own cookies on your computer in the course of serving advertisements on this Site. These companies may use information obtained through their cookie (which does not include your name, address, e-mail address or telephone number) about your visits to our and other websites, in

combination with non-personally identifiable information about your purchases and interests from other online sites in order to provide advertisements about goods and services of interest to you. Other companies' use of their cookies is subject to their own privacy policies and not ours.

**Data Providers:** We also allow data providers to collect web log data from you (including IP address and information about your browser or operating system), when you visit our Site, or place or recognize a unique cookie on your browser to enable you to receive customized ads or content. These cookies contain no personally identifiable information. The cookies may reflect de-identified demographic or other data linked to data you voluntarily have submitted to us, e.g., your email address that we may share with data providers solely in hashed, non-human readable form.

**Analytics/Measurement:** We also use third-party analytics cookies to gain insight into how our visitors use the Site, to find out what works and what doesn't, to optimize and improve our websites and to ensure we continue to be interesting and relevant. The data we gather includes which web pages you have viewed, which referring/exit pages you have entered and left from, which platform type you have used, date and time stamp information and details such as the number of clicks you make on a given page, your mouse movements and scrolling activity, the search words you use and the text you type while using our Site. We also make use of analytics cookies as part of our online advertising campaigns to learn how users interact with our website after they have been shown an online advertisement, which may include advertisements on third-party websites.

**Remarketing Pixel Tags:** In addition, we may share web site usage information about visitors to our Sites with third-party advertising companies for the purpose of managing and targeting advertisements and for market research analysis on our Site and other sites. For these purposes, we and our third-party advertising companies may place pixel tags (also called clear gifs) on some of the pages you visit on our Site. We will then use the non-personally identifiable information that is collected using these pixel tags to serve you relevant advertisements when you are visiting other sites on the Internet. These advertisements may be targeted to specific searches you conducted during earlier browsing sessions.

**Flash Cookies:** Our partners, who provide certain features on our site or display advertising based on your browsing activity, also use Local Shared Objects such as Flash cookies, and Local Storage such as HTML5, to collect and store content information and preferences. Various browsers may offer their own management tools for removing HTML5 local storage. To manage Flash cookies, please [click here](#).

**Opting Out of Cookies:** We provide you with choice over the use of cookies as described in this Privacy Policy. However, our Site is not currently configured to respond to Do Not Track signals. If you'd rather we didn't use HubFares cookies when you visit us, then configure your browser settings to reject cookies. If you would like to opt-out of third-party cookies, here are some options:

- If you would like to opt-out of ad targeting cookies set by Google and Doubleclick on our Site, please click here: <https://www.google.com/settings/u/0/ads?hl=en>.
- If you would like to disable the display of advertisements served by Criteo, please click here: [www.criteo.com/us/privacy-policy](http://www.criteo.com/us/privacy-policy).
- If you would like to generally (i.e. not just for this Site) opt-out of receiving personalized ads from third party advertisers and ad networks who are members of the Network Advertising Initiative (NAI) or who follow the Digital Advertising Alliance's (DAA) Self-Regulatory Principles for Online Behavioral Advertising by visiting the opt-out pages on the NAI website and DAA website or [click here](#). If you are located in the European Union, please [click here](#) to opt out.
- In order to control the collection of data for analytical purposes by Google Analytics, you may want to visit the following link: <https://tools.google.com/dlpage/gaoptout>.
- If you wish to block other cookies, including those being served by companies that are not part of the NAI or DAA, you can delete all cookies that are already on your computer's hard drive by searching for and deleting files with "cookie" in it.

## **Mobile Devices**

**Anonymous Device Identifiers and Hashed IDs:** We and/or data providers that we have engaged may collect and store a unique identifier matched to your mobile device, in order to deliver customized ads or content while you use applications or surf the internet, or to identify you in a unique manner across other devices or browsers. In order to customize these ads or content, we or a data partner may collect de-identified demographic or other data about you (received from third parties) either to data you voluntarily have submitted to us, e.g., your email address, or to data passively collected from you, such as your device identifier or IP address. However, we will share your email address solely in hashed, non-human readable form.

If you no longer wish to receive interest-based advertising on your mobile device browser or applications, please refer to your device's operating system settings, or follow instructions below.

· Android Users (version 2.3 and above): To use the 'opt-out of interest-based advertising' option, follow the instructions provided by Google here: [Google Play Help](#).

· iOS users (version 6 and above): To use the 'Limit Ad-Tracking' option, follow the instructions provided by Apple here: [Apple Support Center](#).

Please keep in mind that, without cookies, you may not have access to certain features on our Site, including access to your profile/account and certain personalized content. Removing all cookies from your computer could also affect your subsequent visits to certain web sites by requiring that, for example, you enter your login name when you return to that web site.

### **A Special Note About Children**

Persons under the age of 18 are not eligible to use any services on our Site.

**Effective 7<sup>th</sup> November 2017**

### **Added Travel Protection for JTA Travel Net fares offered by Alfendo Ltd on HubFares.com:**

Hubfares aggregates global airfare content. All funds paid by HubFares customers for airfares originating in the United Kingdom via Alfendo Ltd content are ATOL protected by the Civil Aviation Authority and secured by the CAA.

1.1 All flight content offered by Alfendo Ltd via the HubFares booking portal are financially protected by the ATOL scheme. An ATOL certificate will be provided when you pay for that specific flight content. Please request it and review to ensure that everything you have booked (flights and other services) are listed on it. For more information on booking conditions and financial protection and the ATOL certificate please go to: [www.atol.org.uk/ATOLcertificate](http://www.atol.org.uk/ATOLcertificate)

1.2 Many of the flights are financially protected by the ATOL scheme. But ATOL protection does not apply to all travel services listed. Please ask our service department to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but not all flights of your trip are listed, those flights will not be ATOL protected. For more information on booking conditions and financial protection and the ATOL certificate please go to: [www.atol.org.uk/ATOLcertificate](http://www.atol.org.uk/ATOLcertificate)

HubFares does not sell hotels, car rentals or holiday packages.