

TERM OF SERVICE

The following Terms And Conditions ("**Terms**") apply to both a Visitor's use of the Across N Abroad Travel.com web pages, as well as use by Authorized Users who may have access to the content and features included therein (hereinafter "**Website**"). The terms "**you**" or "**your**" refer to the individuals using the Website. The terms "**we**", "**our**" or "**us**" refer to Across N Abroad Travel LLC. ("**across N abroad Travel**"). The Agreement is an agreement between you and Across N Abroad Travel.

I. Authorized User's Access to the Website

Authorized Users are those who have been provided with Access Credentials and thereby are authorized to access open access areas available to all users, as well as additional features of the Website accept these Terms Of Service, as provided below. "Access Credentials" means the User Name and Password provided to a user of the non-public features of the Website.

BY USING ACCESS CREDENTIALS, YOU REPRESENT AND ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. YOU ACKNOWLEDGE THAT THESE TERMS CONSTITUTE AN AGREEMENT BETWEEN YOU AND US, AND YOUR AFFIRMATION BY USING YOUR ACCESS CREDENTIALS CONSTITUES YOUR ELECTRONIC SIGNATURE AGREEING TO THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, THEN DO NOT ACCESS THE WEBSITE OR USE THE SERVICES OR CONTENT.

II. Visitor's User of the Website

Visitors (anyone who has not been issued Access Credentials) are welcome to use the open access portions of the Website. This Website is offered to Visitors conditioned upon your acceptance of all of the applicable terms, conditions, and notices set forth under Section A below (collectively, the "**Agreement**").

BY ACCESSING OR USING THE PORTIONS OF THIS WEBSITE OPEN TO VISITORS, YOU REPRESENT AND ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. YOU ACKNOWLEDGE THAT THESE TERMS CONSTITUTE AN AGREEMENT BETWEEN YOU AND US, EVEN THOUGH IT IS ELECTRONIC AND IS NOT PHYSICALLY SIGNED BY EITHER OF THE PARTIES. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, THEN DO NOT ACCESS THE WEBSITE OR USE THE SERVICES OR CONTENT.

A. General Terms and Conditions Applicable To All Users Of The Website.

This Website is intended to assist you in gathering travel information and help you with your travel industry related needs. The term “**across N abroad Travel**” refers to across N abroad Travel, LLC., and its affiliates, contractors and agents. The following provisions apply to all users of the Website, whether Visitors or those using Access Credentials.

License. Subject to your compliance with these Terms, you are granted a limited, non-exclusive, non-sub licensable, non-assignable, revocable license to access and make use of the Website in accordance with the terms and conditions of this Agreement. The content provided to you through the Website includes all data, text, images, sounds, videos, and other content made available through the Website (collectively, “**Content**”). Any new Content added to or augmenting the Website is also subject to these Terms. With regard to any Content printed or used in any manner from this Website, all copyright, trademark and other proprietary rights notices included in the Content as presented on the Website must appear on all copies you print. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

No unlawful use.

As a condition of your use of the Website, you warrant to us that you will not use the Website for any purpose that is unlawful, or is prohibited by these Terms. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not

intentionally made available or provided for through the Website. You will not post or distribute any material on the Website that violates the rights of any third party.

Links To Third Party Sites/Third Party Services

The Website may contain links to other websites ("**Linked Sites**"). The Linked Sites are not under our control we are not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the Website or any association with its operators.

Warranty Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHIC IMAGES ("CONTENT") INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE CONTENT HEREIN. ACROSS N ABROAD TRAVEL MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE WEBSITE AT ANY TIME.

ACROSS N ABROAD TRAVEL MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, OR ACCURACY OF THE CONTENT CONTAINED ON THE WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH CONTENT IS PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. ACROSS N ABROAD TRAVEL HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS CONTENT, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

YOU AGREE THAT ACROSS N ABROAD TRAVEL IS IN NO WAY RESPONSIBLE FOR THE ACCURACY, TIMELINESS OR COMPLETENESS OF INFORMATION IT MAY OBTAIN FROM LINKED SITES.

Liability Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ACROSS N ABROAD TRAVEL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RELATED TO: (1) LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OR PERFORMANCE OF THE WEBSITE, (2) DELAY OR INABILITY TO USE THE WEBSITE OR RELATED SERVICES, (3) PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR (4) FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ACROSS N ABROAD TRAVEL OR ANY OF ITS SUPPLIERS HAS 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. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

YOUR INTERACTION WITH ANY LINKED SITES ACCESSED THROUGH THE WEBSITE IS AT YOUR OWN RISK, AND ACROSS N ABROAD TRAVEL WILL HAVE NO LIABILITY WITH RESPECT TO THE ACTS, OMISSIONS, ERRORS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH LINKED SITES OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM YOUR INTERACTIONS WITH THE LINKED SITES.

Indemnification

You agree to indemnify, defend and hold harmless Across N Abroad Travel, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys'

fees) relating to or arising out of your use of or inability to use the Website or services, any user postings made by you, your violation of these Terms or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Across N Abroad Travel reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Across N Abroad Travel in asserting any available defenses.

Electronic Communications

Visiting the Website or sending emails to across N abroad Travel constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

Minors

across N abroad Travel does not knowingly collect, either online or offline, personal information from persons under the age of thirteen.

Termination/Access Restriction

Except as otherwise provided under Section B below, across N abroad Travel reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice.

Choice of Law; Venue.

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Maryland and you hereby consent to the exclusive jurisdiction and venue of courts in Montgomery County, Maryland in all disputes arising out of or relating to the use of the Website. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

No Joint Venture.

Unless otherwise agreed in a separate writing, you agree that no joint venture, partnership, employment, or agency relationship exists between you and across N abroad Travel as a result of use of the Website. across N abroad Travel's performance is subject to existing laws and legal process, and nothing contained herein is in derogation of across N abroad Travel's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by across N abroad Travel with respect to such use. If any part of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect. Unless otherwise specified herein, these Terms constitute the entire agreement between the user and across N abroad Travel with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and across N abroad Travel with respect to the Website.

Changes to Terms

across N abroad Travel reserves the right, in its sole discretion, to change the Terms under which across N abroad Travel.com is offered. The most current version of the Terms will supersede all previous versions. across N abroad Travel encourages you to periodically review the Terms to stay informed of our updates.

Contact Us:

We welcome your questions or comments regarding the Terms:

Email Address: info@acrossNabroadTravel.com

B. Terms Of Use Applicable Only To Authorized Users

The Terms included in this Section B are in addition to the Terms provided in Section A above, and apply only to those users of the Website who have been issued Access Credentials by across N abroad Travel. All Terms provided in Section A fully apply to, and are intended to supplement the Terms stated in Section B, for Authorized Users when accessing this Website. In addition, certain areas of this Website are accessible only by Across N Abroad Travel members. Those areas of the Website are intended to be used by our Members for purposes that may include, but are not limited to, determining the availability of travel-related goods and services, making legitimate reservations or otherwise transacting business with travel suppliers. "Local Agency" refers to a across N abroad Travel member travel agency and its suppliers. across N abroad Travel, across N abroad Travel and Local Agency are sometimes collectively referred to as the "Agency Entities".

License. across N abroad Travel, on behalf of itself and its suppliers hereby grants you a limited, non-exclusive, non-sub licensable, non-assignable, revocable license to access and make use of the Website for the following purposes: communicating with an across N abroad Travel advisor, saving and sharing travel ideas, interacting with ratings and reviews, and providing user generated content, all in accordance with the terms and conditions of this Agreement. You shall not use the Website for any other purpose, including without limitation, to make any false, fraudulent or speculative reservation or any reservation in anticipation of demand. If we believe you are using the Website in an improper manner, in our sole discretion and without any liability whatsoever, without prior notice we may terminate or restrict your access to the Website at any time.

General Requirements. As a condition of your use of this Website, you represent and warrant that: (i) you are of sufficient legal age and possess the legal authority to create a binding legal obligation; (ii) you will only use this Website in accordance with this Agreement; (iii) all information supplied by you on this Website is true, accurate, complete and current, (iv) no joint venture, partnership, or employment relationship exists between you and the Across N Abroad Travel as a result of this Agreement or use of this Website, and (v) if you have an account with

the Website, you will safeguard your account information, supervise, and be completely responsible for any use of your account.

Third Party Log-In. If you log-in using your credentials for another service including, without limitation, Facebook, Google, Microsoft, Yahoo! or Twitter, you may be re-directed to a sign-in request page hosted by that third-party service. By signing-in using your credentials for that service, you agree to be fully bound by all of the terms and conditions stated herein, and to the extent that you provide any information to any of these third party services, you also agree to abide by and be bound by their stated terms of use and privacy policies. You further agree that the Agency Entities may access certain information received from that service, as specified in the sign-in process, and use such information to facilitate your log-in and to provide the services to you.

LIABILITY DISCLAIMER.

THE SERVICES PROVIDED ON THIS WEBSITE, INCLUDING THE WEBSITE ITSELF AND ALL CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW. THE INFORMATION PUBLISHED ON THIS WEBSITE MAY INCLUDE INACCURACIES OR ERRORS, INCLUDING PRICING ERRORS. IN PARTICULAR, ACROSS N ABROAD TRAVEL DOES NOT GUARANTEE THE ACCURACY OF, AND DISCLAIMS ON BEHALF OF ITSELF AND THE OTHER AGENCY ENTITIES 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, ACROSS N ABROAD TRAVEL EXPRESSLY RESERVES THE RIGHT TO CORRECT ANY PRICING ERRORS ON OUR WEBSITE AND/OR ON PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE. ACROSS N ABROAD TRAVEL, ON BEHALF OF ITSELF, THE OTHER AGENCY ENTITIES, AND ITS AND THEIR AFFILIATES AND RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION AND

ANY ASSOCIATED SOFTWARE, PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

THE CARRIERS, HOTELS AND OTHER THIRD PARTY CONTRACTORS REFERENCED ON THIS WEBSITE ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF THE AGENCY ENTITIES. THE AGENCY ENTITIES 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 THEREFROM. THE AGENCY ENTITIES HAVE 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 EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE AGENCY ENTITIES 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 OBTAINED 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, OR OTHERWISE, AND EVEN IF ACROSS AN ABROAD TRAVEL, ITS AFFILIATES AND/OR THEIR RESPECTIVE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If, despite the limitation above, any Agency Entities are found liable for any loss or damage which arises out of or in any way connected with

any of the occurrences described above, then the liability of the Agency Entities will in no event exceed One-Hundred Dollars (US \$100.00) in the aggregate or the equivalent in local currency. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of the across N abroad Travel and the Agency Entities.

Indemnification. You agree to defend, indemnify, and hold across N abroad Travel harmless from and against any claims, actions or demands, including, without limitation, reasonable legal and professional services fees, arising or resulting from Your breach of these Terms. Across N Abroad Travel will provide You notice of any such claim, suit, or proceeding. Across N Abroad Travel reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, in which case You agree to cooperate with any reasonable requests to assist Across N Abroad Travel's defense of such matter.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. In these states, our liability will be limited to the greatest extent permitted by law.

Cancellation And Termination

We reserve the right to (i) modify or discontinue, temporarily or permanently, the Website service (or any part thereof) and (ii) refuse any/all current and future use of the service, suspend or terminate your account if we believe that you have violated these Terms. We will use commercially reasonable efforts to contact you directly via email to warn you prior to suspension or termination of your account. Any suspected fraudulent, abusive, or illegal activity may be grounds for immediate termination of your use of the service, and may be referred to law enforcement authorities. You agree that we are not be liable to you, or any third party, for any modification, suspension or discontinuation of the service.