



# Traveler Services Agreement



Hotel Power is a trade name of Global Travel International.

Your affiliation and continued success with Global Travel International is contingent on your adherence to our terms and conditions. This document explains in detail our Travelers Services Terms and Conditions, our Privacy Policy and our Website Terms and Conditions.

PLEASE READ THIS TRAVELER SERVICES AGREEMENT (the "Agreement") CAREFULLY BEFORE USING ANY OF THE TRAVEL RESERVATION SERVICES OF GLOBAL TRAVEL INTERNATIONAL, INC., A FLORIDA CORPORATION ("GTI"), INCLUDING, BUT NOT LIMITED TO, RESERVATION SERVICES THROUGH GTI'S RESERVATIONS TELEPHONE CENTERS AND WEBSITES. YOUR USE OF GTI'S TRAVEL RESERVATION SERVICES IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THIS AGREEMENT. BY USING GTI'S TRAVEL RELATED SERVICES THROUGH GTI OR ONE OF GTI'S AFFILIATES, PARTNERS, OR REPRESENTATIVES, YOU SIGNIFY YOUR AGREEMENT TO BE BOUND BY EACH OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY EACH OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT USE GTI'S TRAVEL RELATED SERVICES.

## **The Traveler Must Confirm the Accuracy of the Travel Invoice**

The traveler must verify booking details, rate information, passenger information and all other information included on their invoice. If there is any incorrect information on an invoice, the traveler must contact GTI's Headquarters at 1060 Maitland Center Commons, Suite 305, Maitland, FL 32751 (1-800-951-5979) within 24 hours of receiving the invoice and request that the incorrect information be changed. Failure to contact GTI's Headquarters within 24 hours of receiving the invoice may result in the incurrence of additional charges for such corrections.

## **The Traveler is Responsible for Knowing the Conditions at Destination(s)**

GTI has no special knowledge regarding unsafe conditions, health hazards, security, political instability, social, labor or civil unrest, weather hazards or climate extremes at destinations to which you or your clients may travel. For information concerning possible dangers at your or your client's destinations and medical information, GTI recommends that the traveler contact independent third party sources, including, without limitation, the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or [www.travel.state.gov](http://www.travel.state.gov) and the Centers for Disease Control at (877) FYI-TRIP or [www.cdc.gov/travel](http://www.cdc.gov/travel). The traveler voluntarily assumes all risks involved in their travel, whether expected or unexpected. GTI is not liable for any injuries, damages or losses caused to the traveler in connection with terrorist activities, civil, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climatic conditions, abnormal conditions or developments, or any other actions, omissions, or conditions or developments or conditions outside GTI's control.

## **The Traveler is Responsible for Complying with All Laws and Travel Requirements**

The traveler, and not GTI, is responsible for (i) compliance with the applicable laws, rules and regulations of the destination, (ii) checking and verifying any and all identification, passport, visa, vaccination, or other entry requirements at destinations to which the traveler and (iii) checking with immigration offices, embassies and consulates to ensure compliance with all applicable laws, rules and regulations. United States Immigration determines the documents that passengers must have in their possession in order to leave and return to the U.S. Neither GTI nor any airline, hotel, car-rental company, tour operator, cruise line or other service provider named in the traveler's itinerary (collectively, "Suppliers") are responsible if the traveler is denied boarding for any reason, including, without limitation, failure to possess the required documentation.

## **Payment for Travel Purchases and Reservations**

It is the traveler's responsibility to make all payments for travel purchases and reservations when due. Failure to make all payments when due may result in an automatic cancellation of the traveler's purchases and reservations. If the traveler fails to make all payments for travel purchases and reservations when due, GTI may, at its option, (i) cancel the travel purchases and reservations, (ii) assess late fees and penalties for past due balances to the maximum extent allowed by law, (iii) process the balance due and all associated late fees and penalties (for past due amounts) on any credit card GTI has on file for the traveler, (iv) offset the balance due plus any late fees and penalties against any type of commissions due by GTI to the traveler and (v) hold any documents, without liability to the traveler, that GTI may have in our possession until the balance due and all associated late fees and penalties (for past due amounts) are paid.

## **The Traveler Must Comply with the United States Border Security Act**

The United States Border Security Act requires all airlines and cruise lines to collect immigration information from each passenger prior to their travels to or from the United States. As of March 1, 2003, all cruise lines must electronically report a manifest of all passengers on each cruise prior to their arriving at the port on embarkation day. This manifest includes personal information about each passenger including name, gender, birth-date, residency, citizenship, and passport data (if applicable). GTI is required to obtain this information for each passenger no later than the time of final payment. Any passengers who have not submitted all the needed information before they arrive at their ship can expect very long delays. If a passenger does not supply all required data, he/she may be denied boarding without a refund.

## **Trip Cancellation**

The traveler, and not GTI, is responsible to be familiar with the penalties assessed for cancellation of their travel purchase and reservations. Cancellation policies vary greatly between Suppliers. All travel purchase and reservations should be deemed non-refundable, non-cancelable and non-changeable unless otherwise advised in writing by a GTI representative.

## **Refund Policy**

Refunds may be available in accordance with the terms of your booking. Please refer to your travel reservation for complete details. If you have any questions regarding your booking, please contact us at 800-261-9701 or email us at [contact@gticorporate.com](mailto:contact@gticorporate.com).

## **GTI Recommends the Traveler Use a Credit Card to Pay for Their Purchases**

GTI recommends the use of a credit card to pay for purchases so that the traveler may exercise their rights under the Fair Credit Billing Act if they do not receive the services they purchased. Paying with cash, check or debit card does not provide the traveler with this kind of protection and is strongly discouraged by GTI.

## **GTI Recommends the Traveler Obtain Insurance**

GTI recommends the traveler purchase appropriate insurance coverage against unsafe conditions, health hazards, security, political instability, social, labor or civil unrest, weather hazards or climate extremes at destinations to which they may travel. GTI also recommends the traveler purchase Travel Protection Insurance to protect the traveler from penalties for



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canceled their travel purchases and reservations under certain circumstances. We further recommend that the traveler not purchase Travel Protection Insurance from the Supplier in the event the Supplier becomes financially insolvent. Finally, we recommend that the traveler carefully examine the Travel Protection Insurance limitations from a third party insurance provider as inclement weather, terrorism and related acts, pre-existing conditions, etc. may not be covered by the policy. It is the traveler's responsibility to determine what type of insurance coverage is best for them. GTI assumes no liability for counseling the traveler on insurance.

### Warranty Exclusions

GTI MAKES NO, AND GTI'S SUPPLIERS AND DISTRIBUTORS MAKE NO, WARRANTY OF ANY KIND REGARDING OUR PRODUCTS AND SERVICES, ALL OF WHICH ARE PROVIDED ON AN "AS IS" BASIS. GTI AND GTI'S SUPPLIERS AND DISTRIBUTORS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, WHICH VARY FROM STATE TO STATE.

### Limitations on GTI's Liability

GTI SHALL NOT BE, AND GTI'S SUPPLIERS AND DISTRIBUTORS SHALL NOT BE, LIABLE TO, THE TRAVELER, THE TRAVELER'S TRAVEL COMPANIONS OR GROUP MEMBERS OR ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE OR BUSINESS, AS A DIRECT OR INDIRECT RESULT OF: (I) BREACH OR VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (II) THE BREACH OF CONTRACT, FAILURE TO COMPLY WITH ANY LAWS SUCH AS THE AMERICANS WITH DISABILITIES ACT (ADA), AND/OR ANY INTENTIONAL OR NEGLIGENT ACTIONS OR OMISSIONS ON THE PART OF ANY SUPPLIER IN SELLING TRAVEL RELATED SERVICES, OR IN ACCEPTING RESERVATIONS OR BOOKINGS FOR SERVICES. IN NO EVENT WILL GTI BE LIABLE FOR ANY TYPE OF LOSS TO THE TRAVELER CAUSED BY AN EVENT BEYOND ITS CONTROL, INCLUDING, BUT NOT LIMITED TO, GOVERNMENT RESTRICTIONS, NATURAL DISASTERS, TERRORIST ACTS, WARS, RIOTS, STRIKES, AND OTHER ACTS OF GOD.

If, despite the limitation above, GTI, a provider or a distributor is found liable for any loss or damage which arises out of or is in any way connected with any of the occurrences described in the limitation above, then GTI's liability and the provider's and distributor's liability will in no event exceed, in total, the sum of US \$250.00. Some states do not allow the limitation of liability, so the limitations above may not apply to the traveler.

GTI has no special knowledge regarding the financial condition of the Suppliers and advises the traveler to evaluate the financial condition of each Supplier. GTI assumes no responsibility for and shall not be liable for any refund, personal injury, property damage, or other loss, accident, delay, inconvenience or irregularity which may be caused by (i) the acts or omissions of the Suppliers or any party not under GTI's control, (ii) the failure of Suppliers to provide services or adhere to their own schedules, (iii) any defaults, wrongful or negligent acts, or omissions of the Suppliers, or (iv) any defect in or failure of any vehicle, craft, equipment, or instrumentality owned, operated or otherwise used or provided by the Suppliers. Unless the term "guaranteed" is specifically stated in writing on your tickets, invoice, or reservation itinerary, GTI does not guarantee any Supplier's rates, bookings, reservations, connections, scheduling, handling of baggage or other personal effects.

### Arbitration and Governing Law

In the event of a dispute between The Traveler and GTI, The Traveler and GTI agree that a prompt and fair resolution, without the time and expense of formal court proceedings, would be in both parties' mutual interests. All disputes shall be submitted to either (i) small claims court in Orange County, Florida or (ii) final and binding arbitration to be conducted in Orange County, Florida, or a location closest to Orange County, Florida if no such location for the chosen arbitration body exists there.

BINDING ARBITRATION REPLACES THE RIGHT OF EITHER PARTY TO GO TO COURT AND DEMAND A JURY TRIAL. The party filing the arbitration must choose one of the following three arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration:

- American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605 (phone: 800-778-7879) (<http://www.adr.org>)
- National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405-0191 (phone: 800-474-2371) (<http://www.arb-forum.com>)
- JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614 (phone: 949-224-1810) (<http://www.jamsadr.com>)

In the event that the selected firm cannot administer the arbitration, the party filing the arbitration will select another of the firms. Each party in either arbitration or small claims court will bear its own expenses, and the parties will share equally the filing and other administrative fees and the expenses of any arbitrator, except that the arbitrator/court will be entitled to award a different allocation of costs and fees where it determines that a filed claim is frivolous. Notwithstanding the foregoing, **to the fullest extent provided by law**, the prevailing party in arbitration or small claims court will be entitled to reimbursement of up to US\$5,000.00 of its attorneys' fees and costs from the non-prevailing party.

The arbitrator/court will not have the power to award punitive damages or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Any award in arbitration initiated under this clause will be limited to monetary damages and will include no injunction or direction to any party other than the direction to pay a monetary amount, except as required by statute or to comply with the terms of the contract. Any award rendered by the arbitrator will be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The Federal Arbitration Act will govern the interpretation and enforcement of this section.

During the pending of such claim and until final judgment thereon has been entered, this Agreement will remain in full force and effect unless otherwise terminated as provided hereunder. If a provision of this clause is held to be invalid, the remainder of the clause will remain in full force and effect, and, to this end, the provisions of this clause are severable.

This Agreement and all transactions between the traveler and GTI shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida, without regard to principles of conflicts of laws.