#### Preamble

This document and either the eBooking of a reservation through and/or purchasing an eTicket from Voldeluxe Travels shall together form an eContract between you, the Customer, on the one hand, and Voldeluxe Travels, LLC, on the other (hereinafter referred to collectively as the "eContract" or the "Agreement") Welcome to Voldeluxe.com (hereinafter the "Website")! The Website functions to provide you with travel-related information, and flight-booking services, and to assist you in booking flight tickets as well as making secure payments online. The Website is operated for no other purposes. The terms "we", "us", "our", "Voldeluxe Travels", "Voldeluxe Travels", and "Voldeluxe Travels, LLC" refer to Voldeluxe Travels, LLC and its partners, affiliates, stakeholders, and employees. The terms "Customer" "you" and ""your" refer to the prospects, customers, and users visiting the Website to check and avail themselves of our flight booking services online or through our travel specialists over the phone, chat, or email. The terms "third-party company", "vendor", "supplier" and "suppliers" refer to airlines, consolidators, Global Distribution Systems, insurance companies, and other companies that Voldeluxe Travels works with to provide travel-related products and services. The Website along with its content is available to you upon your acceptance of all the terms and conditions (collectively referred to as the "Terms of Service"), without any condition or modification.

Please go through the following Terms of Service, which is part of your eContract Voldeluxe Travels if you use eBooking and/or eTicketing, with <u>keen attention to details</u>. Your use of the Website to access its travel product information or customer-centric service content or avail of its flight ticket booking services or contact our travel specialists confirms that you agree to the Terms of Service. If you do not agree to comply with these Terms of Service and/or comply with the terms for disputing the e-Ticket Contract established by ebooking and paying for an e-ticket though this Website, you should not access the Website nor make any e-booking reservations using the Website, nor book and pay for an e-ticket through the Website nor contact our travel specialists; if you do any of the actions in the part of this sentence before the semicolon, you knowingly and intentionally waive ("waive" means to forfeit or give up) any claim or defense based on the assertion that you did not make, made by mistake, never agreed to abide by the eTicket Contract so established or to the Terms of Service, or claim because the contract is digital that it is for that reason alone, not enforceable.

We amend the Terms of Service from time to time without any prior notice and your continued use of the Website means that you accept the changes to the Terms of Service because you are assumed to have read the Terms of Service as of the time you actually use or book eTickets through this Website.Please go through our Privacy Policy regarding the user behavior on the Website and its security. The Voldeluxe Travels Privacy Policy is part of the Terms of Service and part of any Contract established by your ebooking an eTicket through the Website, using the Website, or contacting our staff.

#### Use of the Website

The use of the Website requires you to warrant and abide by the following:

• You are at least 18 years of age

- You have the legal authority to bind yourself and/or your business entity or organization to the legal obligations imposed through using and/or purchasing tickets through this Website
- You agree to and comply with the Contract terms embodied in the ticket and to our Terms of Service
- You will make only legitimate bookings
- You have the explicit and demonstrable legal authority to make reservations for other persons or entities on their behalf
- You have informed other persons about the Terms applicable to the bookings that you have made for them
- The information provided by you and/or the entity or organization you with authority represent on this Website is accurate and authentic
- You are responsible and liable to supervise and protect your account information if you have a user account on this Website except where you can prove Voldeluxe Travels is entirely responsible through gross negligence as defined under applicable law
- You are responsible and liable for your use of the account, and for access to it by any third person other than you to whom you have given your or your entity or organizations access information

# Prohibited Activities with and Uses of Our Website

Downloading, display and copying of any part of the content on the Website is strictly prohibited. You are forbidden to republish, transmit, sell and translate the Content into any language. You are forbidden to replicate and reframe any portion or page of the Website.

Voldeluxe Travels services and the products of the suppliers that we have partnered with are collectively defined as the "Content". You can avail the Content for yourself and your acquaintances. However, you are required to comply with the following Don'ts:

- Making fake reservations or fraudulent bookings
- Monitoring the Content in some manual process or by using any robotic / automatic device
- Spreading fake or misleading information about our services
- Posting any unlawful, defamatory, obscene, inflammatory, or profane material on our website and associated profiles on the Web as well as social media
- Accessing the website in such a way that may adversely impact the functioning of the website or slow down the performance
- Using any software or computer programming to damage the website by transmitting viruses or worms
- Running external applications to disrupt the normal operation of the website

We reserve the right to deny you access to the Website and use of our services, without any notification, if any of these Terms of Service are violated by you or any agent on your behalf.

# **Resolution of Disputes Short of Court Proceedings**

Voldeluxe Travels strives reasonably to ensure 100% customer satisfaction. If you have any concerns, we will try to resolve them.

You agree to cooperate with us to settle any dispute or claim pertaining to the Website, it's content or services, to any eTicket, and to dealings with our travel specialists or suppliers, and to the Privacy Policy by contacting us at +1-972-514-4594, including through mediation.

# Contract Established by eBooking and/or e-Ticketing, Controlling Law, Jurisdiction, Venue for Disputes, Limitation of Damages (Liquidated Damages), and Prevailing Party Entitled to Attorneys' Fees, Expenses, and Costs

Upon eBooking and/or purchasing an e-Ticket through the Website, a contract will be established between you and Voldeluxe Travels detailed by the terms of that e-Ticket, the eBooking, and the Voldeluxe Travels Terms of Service and its Privacy Policy (hereinafter all the foregoing elements collectively referred to as the "Contract" or "eContract"), even though such Contract is done through Voldeluxe Travels's Website without a formal hard copy contract document being executed between you and Voldeluxe Travels and shall include as part of its terms the Terms of Service provisions.

# Validity of eContacts, and Applicable Law

<u>NOTE:</u> This digital eContract practice is a common Internet commercial practice that courts, including courts in Texas, have repeatedly upheld. A digital contract so established as well as these Terms of Service and any action relating to the eContract(s) so established through eBooking a reservation and/or purchasing an eTicket through this Website shall all be interpreted by the laws of the State of Texas, without regard to any conflict of laws provisions and regardless of your actual state or country of residence.

# Jurisdiction and Venue for Legal Proceedings

By using this Website, you agree to the jurisdiction and venue of any legal action with respect to any dispute on an eBooking and/or eTicket to have its jurisdiction and venue in the appropriate small claims justice court, county court, or district court, or federal courts in Austin, Williamson County, Texas. In case you fail to adhere to the jurisdiction and the venue provisions which you agreed requiring legal proceedings be filed in the courts located in Williamson County, Texas, Voldeluxe Travels LLC reserves the right to choose to bring order or action against you in any other jurisdiction while not waiving Voldeluxe Travels's right to enforce the jurisdictional and venue provisions in these Terms of Service that cover all Voldeluxe Travels eContracts, eBookings, and eTickets.

# Severability

If for any reason, a court of competent jurisdiction as provided in these Terms of Service, etc. finds any provision in or part of the eContract through eBooking and/or eTickerting and your agreement to these Terms of Service etc. contained herein so made through this Website and/or Terms of Service, to be unenforceable, in any part, then that unenforceable part or those

unenforceable part(s) are thereupon severed but the remainder of the terms of the eContract established by eBooking and/or purchasing an eTicket under this Agreement and the terms associated with eBooking and eTicketing will continue in effect, validity and enforceability.

# eBooking and/or purchasing an eTicket While Residing in a Jurisdiction Prohibiting eContracts or the Use of eCommerce Websites

If the use of the Voldeluxe Travels Website is deemed unlawful in the jurisdiction where you reside such that such jurisdiction where you reside does not give validity to all provisions of an eContract for eBooking, and/or for eTickets and Terms of Service, etc. like these established through this Website and its Terms of Service, etc., then if you use the Website and/or establish an eContract by making eBooking reservations and/or purchasing an eTicket, you by either of those actions knowingly and intentionally waive (forfeit or give up) any defense to enforcement of such eContract where such defense is based on a claim of the illegality of such an established eContract and Terms of Service, without limitation, based on the jurisdiction where you reside outlawing such website use and /or the use of eContracts made by eBooking and/or purchasing of an eTicket through a website and/or the application of terms of service like those on the Voldeluxe Travels Website.

# No Waiver of Right Through Failure to Enforce Defaults or Delayed Enforcement

The failure of Voldeluxe Travels to enforce any provision in an eTicket eContract or eBooking established by making a reservation and/or purchasing an eTicket through Voldeluxe Travels and/or failure to enforce a provision in the Terms of Service will not be deemed a waiver of the provision. Any additional provisions in the Terms of Service that are posted on this Website at the time you use the Website and/or make an eBooking and/or purchase an eTicket creating an eContract with Voldeluxe Travels will apply to your eContract(s) with Voldeluxe Travels as well as to your use of the Voldeluxe Travels Website and its content, without additional notice to you.

# Damage Claims Limitation (Liquidated Damages)

You, the Customer, agree by checking the box in agreement, that damage, if any and if proven and if proven to be the cause of the damage claimed, as to each eBooking and/or eTicket purchased shall be limited to the cost of the eTicket if paid for by Customer or on Customer's behalf. This limitation of damages is termed "liquidated damages" meaning damages agreed to contractually between the parties concerned.

# Attorneys' Fees, Expenses, and Costs of Legal Proceeding

The prevailing Party between you and Voldeluxe Travels in any legal proceeding relating to the use of the Voldeluxe Travels Website, these Terms of Service, etc., to an eBooking and/or to an eTicket, or any aspect of the relationship between you and Voldeluxe Travels, shall be entitled to its (the prevailing Party's) reasonable and necessary legal fees, expenses of the proceeding (including expert fees and expenses) and costs.

# **Controlling Law and Jurisdiction**

These Terms of Service and any action relating thereto will be governed and interpreted by the laws of the State of Texas, without regard to any conflict of laws and your actual state or country of residence. You agree to the jurisdiction and venue of action with respect to any dispute at the municipal, county, state, and federal courts in Williamson County, Texas. In case you fail to adhere to the jurisdiction and the venue of action in Williamson County, Texas, Voldeluxe Travels LLC reserves the right to choose to bring an order or action against you in any other jurisdiction and, you irreversibly agree to waive any objection to this and any rights to bring a class action hereto. If for any reason, a court of jurisdiction finds any provision in or part of the Terms of Service invalid, unlawful, or unenforceable, the remainder of the Terms of Service will continue to be in effect, valid and enforceable. Your continued use of the Voldeluxe Travels Website is deemed unlawful in the jurisdiction that does not give validity to all provisions of the Terms of Service will not be deemed a waiver of the provision. Any additional provision in the Terms of Service will apply to your use of the Voldeluxe Travels Website and its content, without prior notice to you.

#### **Advice to International Passengers**

In view of the pandemic, most airlines require passengers to submit a self-health declaration form, carry a negative COVID-19 test certificate, and obey the mask mandate and other guidelines aboard aircraft and on the ground. Passengers are also required to comply with the origin country's travel advisory and the destination country's entry requirements, health protocols as well as quarantine norms. You may be denied boarding at the origin airport, transit at the connecting airport, or entry to the destination country on failure to follow the guidelines related to precaution, eligibility, travel, visa, health and quarantine. In case your travel plans are affected or travel is disrupted en route to the destination, Voldeluxe Travels shall not be liable for a refund. Airlines, airports and destination countries may revise their guidelines for travellers at any time, without notification. It is recommended that you check with the operating airline and the embassy of the destination country the day before your scheduled flight.

The airlines may require passengers to present a copy of both sides of the credit card (with CVV blacked out) that has been used to book their travel, if the actual credit card owner is not traveling with them. A written statement from the cardholder attesting to the authenticity of the purchase and the passengers name as well as travel details may also be required during the airport check-in. The passenger (s), if not accompanied by the credit card holder, may be denied boarding on failure to present these documents.

#### **Supplier Rules and Restrictions**

Suppliers including airlines, airports and any third party selling travel goods or offering travel services through us may be our partners or affiliates. Suppliers have their own terms and conditions, which apply to your reservations made using the Website or by contacting our travel specialists, and our travel booking services.

Please go through these additional terms of service carefully. If you purchase a flight ticket from us, make sure to read the Supplier's terms and conditions on the Supplier's website. You agree to

accept the terms and conditions applicable to your purchase through Voldeluxe Travels, in regard to seat availability, payment of fares, travel confirmation, booking Cancelation, flight Cancelation/schedule change, itinerary changes, refund, etc.

Completion of purchase and ticketing confirms reservation and guarantees the airfare you have chosen. However, airlines or other third-party travel suppliers may revise ticket prices without notice. We have the right to cancel your reservation at our sole discretion if the purchase is not completed in or on time.

At Voldeluxe Travels, you may make a reservation for two one-way itineraries instead of a round-trip reservation. The combination of two one-way itineraries may be cheaper than a round-trip itinerary. It may offer a greater choice of flights too. The same airline or two different airlines may conduct the itineraries. Unlike tickets for a round trip, the ticket for each one-way trip has its own fee structure and rules. If either of the flights in case of a round trip is cancelled or rescheduled, the itinerary for the other flight may require changes at a cost. We and our partners or affiliates or suppliers or employees are not liable for any fee or additional expense that changes to the other flight may incur to you.

In some cases, you can choose to book either onward or return travel at Voldeluxe Travels and the other with some other travel agency (OTA). If the airline reschedules or cancels the onward trip booked by us and it affects your return trip booked by some other OTA, we shall not be held liable for the losses that you may incur in such a scenario. If your domestic travel to an international airport in the US or post-arrival travel to the final destination in India booked by some other OTA is affected due to sudden Cancelation or rescheduling of the international flight booked by us, you shall not hold us responsible for a refund against losses that you might incur in such a scenario.

In case of a booking with certain low-cost airlines, the cost of flights is converted from a different currency to give you an estimate of the booking in your local currency, ensuring your convenience. By the time your flight is booked, currency fluctuations may make the amount billed on your credit card or bank account by the airline slightly different from the estimate given to you. Your card issuer may charge a fee to process the transaction, taxes apply to international purchases. As a result, the billing or statement may reflect both the fee and the taxes.

Federal Law strictly prohibits the carriage of hazardous materials during air travel. If you are found carrying any hazardous material in your check-in bag or handbag or cabin bag or in person, you can be sentenced to imprisonment for 5 years and penalized with a fine of USD 25,000 or more (49 U.S.C. 5124). Explosives, oxidizers, corrosives, compressed gases, radioactive materials, poisons, and flammable products (both liquid and solid) are forbidden on board. Hazardous materials include paints, fireworks, firecrackers, oxygen bottles, lighter fluid, tear gases, sharp-edged tools like knife, radio-pharmaceuticals, etc.

By accepting the supplier rules and restrictions you acknowledge that you may be required to sign a liability waiver in order to avail services offered by some third parties. At the same time, you agree that if any of the above-mentioned supplier rules and restrictions is violated, your reservation may be cancelled and you may be denied access to the travel service or product.

Moreover, your payment for the reservation may not be refunded, and your bank account or credit card may be debited for any expenses incurred to us as a result of the violation.

# **Our Right to Booking Cancelation**

You are required to provide us with correct and verifiable information while making flight reservation. No misrepresentation of facts is entertained at Voldeluxe Travels. We reserve the right to cancel your booking in case of any default on your part. If your request for booking a trip is found to be unauthorized, or your information is found to be incorrect during or after our booking and ticketing process, Voldeluxe Travels at its sole discretion can cancel the booking without notifying you and without any liability to recompense the loss caused to you or refund against Cancelation. You agree not to hold Voldeluxe Travels liable for any loss in the event of Cancelation.

Most airlines do not accept unfair booking practices such as hidden-city ticketing and back-toback ticketing. These are strictly forbidden practices which result in booking Cancelation, denial to boarding, or additional cost. Make sure to check the relevant airline' terms of service and comply with the same while booking an itinerary with India Voldeluxe. If you are found to indulge in those forbidden practices, we too have the right to cancel your booking with the relevant airline. No request for refund is acceptable in this case.

**Back-to-back ticketing** - Booking more than one trip to the same destination, in the same name and with the same airline, on corresponding travel dates.

**Hidden-city-ticketing** - Booking a connecting flight with one stopover or more in between the departure and arrival points to get down at the connection point without completing the journey, instead of booking a direct flight.

# No-show

The airline will consider you a No-show if you do not cancel the tickets at least 24 hours before the scheduled departure of your first flight segment and do not utilize the tickets.

It is your responsibility to check in on time and arrive at the correct boarding gate before the boarding gate is closed. The airline will consider you a No-show if you are not present at the check-in counter or the boarding gate on time for any reason including but not limited to inclement weather, bad traffic, traffic accidents, long queues at the airport for check-in, security or immigration, delay due to the unavailability of wheelchair assistance, personal emergencies, illness. The airline may accommodate you on an alternate flight based on the availability only if you were not able to board the flight solely and completely for decisions and conditions caused by the airline such as cancelation of flights, overbooking, or delay in the scheduled arrival of an incoming flight booked in the same ticket.

No-show tickets hold no value and are non-reusable and non-refundable. No-show tickets are automatically canceled, and no refund is processed by airlines. The airline is not required to accommodate you on an alternate flight if you are a No-show and the airline will cancel all

remaining untraveled segments of your booking if you are considered a No-show and this includes the segments of your return trip.

If you book your onward flight and return flight in two different reservations, your no-show ticket for the onward flight will not affect the return flight.

# Flight Schedule Change / Flight Cancelation by Airlines

Voldeluxe Travels has no role in airlines' decision regarding flight Cancelation and flight departure schedule change. Their decision is in line with their policies. Airlines, at times, change the flight departure schedule (time or date or both) following a change in their operations or operating hours. Scheduled flights are often cancelled under such circumstances as bad weather, natural disaster, bankruptcy, etc.

#### **Our Policy on Flight Schedule Change and Cancelation**

Voldeluxe Travels is not liable for flight schedule change and flight Cancelation. You are required to check and follow the relevant airline's terms of service. However, we will notify you of flight Cancelation and flight schedule change at the earliest. At the same time, you are required to reconfirm the flight schedule and check updates with the relevant airline prior to the scheduled departure.

Voldeluxe Travels is not liable for any waiver or refund in case of involuntary flight schedule change by operating airlines. Usually airlines grant waiver or refund in case of involuntary flight schedule change by more than 90 minutes. But, airlines may not give waiver or refund in case actual flight schedule is postponed or preponed by lesser than 90 minutes. Waiver or refund against involuntary flight schedule change is governed by airlines policy, which is out of our control.

# Flight Schedule Change on the Day of Departure

If the airline changes the scheduled flight time on the departure day or cancels the flight 4 hours before the departure, we will update you by sending a notification alert to your email ID. You may be notified in some other way. However, the email is considered as the final alert in the event of failure of other mediums to reach you.

Some flight types and itinerary types are not refundable against flight Cancelation within 4 hours prior to the scheduled departure. We are not liable to accept your request for refund. It is recommended that you check the relevant airline's refund policy or contact the airline directly.

There may be a change in the flight schedule due to extreme weather on the day of departure. Flights are often delayed or cancelled due to extreme weather at the connection point or at the destination city airport. Airlines have the sole authority to decide on refund against Cancelation in this case. Airlines may change flight schedules anytime. If the schedule of your confirmed flight is changed within 90 minutes before the departure, be advised to contact the airline for Cancelation and refund. Voldeluxe Travels bears no responsibility for refund in this case.

If a connecting flight at the layover airport is delayed or cancelled due to any operational issue with the airline, Voldeluxe Travels is not responsible for refund. Be advised to contact the airline directly. Make sure to contact the airline for updates on the flight service status.

# **Airfare Changes**

A booked itinerary is not confirmed until it is ticketed. Sometimes, airlines revise the fare of ticketed itineraries. Voldeluxe Travels is not liable for the fare revision. We make sure to notify customers about the revised fare of their confirmed itineraries. If the fare is increased after revision, you have the right to cancel the confirmed booking or you can agree to pay the additional amount. The relevant airline may accept your refund request in the event of Cancelation, depending on its policy.

# **Our 'Refund against Cancelation' Policy**

If you cancel the reservation by calling our customer service team within 24 hours prior to the scheduled flight departure, we consider your refund request and process it with the relevant airline. The airline's 'refund against cancelation' policy is taken into account.

We strive to provide accurate display of the itinerary details of every trip on the booking page of our website Voldeluxe.com. Unfortunately, it may happen that there is some issue with the display of details and airfare when you book a trip. Your booking has been confirmed by the time we notice the error and fix it. If the fare increases in the meantime, you can either agree to pay the additional amount or choose to cancel the booking.

If the airline accepts your 'cancelation' application and 'refund' request, we will credit the refund to the account that you had used while making the purchase. Usually, the refund is processed anytime between 24-72 Business hours for cancelation made within the void window and 4-5 Business weeks for cancelation made after the void window. The refund against cancelation of reservations with a 0-hour void window is usually processed within 24 hours. It may take longer depending on the transaction system of your financial institution. Make sure to check the 'transaction' policy of the financial institution. Sometimes, the refund process takes longer than usual time for unprecedented reasons. Voldeluxe Travels shall not be liable for inordinate refund-processing delays.

If a refund is made to you twice, you are liable to return Voldeluxe Travels the excess amount credited to your account.

# **Exchange and Cancelation Policies & Fees**

All confirmed airline trips are 100% non-refundable. In certain cases, you can request a cancelation by calling our customer service department before 24 hours of the scheduled

departure. Your travel cancelation request is subject to the ticket rules and the airline's policy. However, partially used tickets (in case of one-way, round trips and multi city trips) can neither be canceled nor refunded. A non-refundable ticket, unused or partially used, may be kept open only to be exchanged at the equal or higher fare, not at lower fare, for traveling with the same airline on some other date.

Usually, open tickets are valid for 6 to 12 months from the date of the original booking confirmation, depending on airlines. You are required to check and confirm the expiry date of your open ticket (s) with the airline. The expiry date/validity of an open ticket cannot be extended under any circumstances. Exchange/reissuance of open tickets incurs the airline's fee and a fare difference. You must rebook travel with the same airline, using the credit of the open ticket (s) and paying the airline's fee as well as a fare difference (if there is any) within the expiry date. Exchange/reissuance of open tickets is subject to the airline policy and fare rules.

Voldeluxe Travels sends you an email used at the time of booking to inform you of the costs associated with requests for cancelation or changes to your booking along with important terms and airline rules associated with it. Voldeluxe Travels will not cancel or make any changes to your booking unless we receive an explicit response to that email acknowledging and accepting to the costs and associated terms and rules. You agree that a verbal confirmation over the phone, emails received from a different email address not used at the time of booking, and any emails sent from the registered email address but not in response to Voldeluxe Travels's email outlining the costs, terms, and rules will not be considered as your acceptance for cancelation or making changes to the itinerary.

We cancel a confirmed trip only if it is permitted by the relevant airline. Usually, confirmed itineraries are not changeable. We can process your request for a change in the details of a confirmed trip (for example, change of travel dates or departure point or arrival point or entire route) with the airline, but it is subject to the airline's policy. If the requested change in your itinerary is permitted, then airline penalty, fare difference, and a change / exchange fee by us are applicable. Please contact our travel specialists to know the total cost of exchanging your trip for a new trip with the requested change in the itinerary details.

Modification of reservation, for instance change of travel date (s), is a time-consuming process. It may take up to 72 hours for a modification request. You agree to waive any damage or loss that may occur to you due to the delay in modification. Confirmation of your requested change in the itinerary details of your confirmed trip by the airline is out of our control.

Be advised to contact Voldeluxe Travels rather than calling the operating airline for itinerary modification or booking Cancelation. If you get your booking rescheduled or cancelled by the airline directly, we are not able to help you with the changes done in the booking or a refund against direct Cancelation as the control of your reservation goes to the airline. Also, the refund timeline may be longer than usual in such cases.

If you contact the airline for modification, for instance, change of date, you may receive an additional invoice from Voldeluxe Travels stating the modification fee and the penalty that you are responsible to pay in accordance with our Terms of Service.

If you are unable to travel due to some medical condition after your reservation is confirmed, you can cancel the ticket by paying the airline penalty and our service fee if the ticket is refundable, or change the travel date (s) by paying the airline penalty, our service fee and fare difference if the ticket is changeable, or you can keep the ticket in the open status for traveling within a specific period of time if the airline allows you by paying airline penalty, our service fee and fare difference or the entire value of the ticket will be forfeited.

We reserve the right to levy a service fee per ticket for rendering our services towards cancelation of a booking, change of travel date in a booking, and exchange of non-refundable tickets. We offer 0 to 24-hour free cancelation for reservations depending on airlines, itineraries, travel class, fare types, etc. US\$30 per ticket is our service fee towards cancelation of reservations within the void window of 24 hours from the time of booking. We levy a service fee up to USD 150 per ticket towards cancelation of a confirmed booking after expiration of the 24-hr void window.

"There is no 24-hour free cancelation window for "India to USA" flight tickets purchased using a credit/debit card or net banking provided by an financial institution and for flight tickets purchased within 24 to 48 hours of the first leg of an itinerary for immediate travel. A certain airline fee is levied against cancelation of such reservations with a 0-hour void window." In case the booking is made in a currency other than USD, please note that the charges will be calculated based on the dollar exchange rate applicable at the time of booking.

You agree that your request for cancelation of a confirmed reservation, only in case of refundable fares, is subject to the payment of an airline fee towards cancelation, irrespective of your itinerary and travel class. An airline fee of up to US\$500 per ticket is levied against cancelation of refundable economy/premium economy class travel. The airline levies a fee of up to US\$1000 per ticket against cancelation of a confirmed Business/First Class reservation.

Neither Voldeluxe Travels nor airlines are liable to provide any sort of waiver on the applicable cancelation/rescheduling fee in the event of your travel cancelation/rescheduling on account of medical emergency or death-like exigency in the family. Voldeluxe Travels's service fee (which does not include airline penalty and fare difference) is subject to change at any time and without notice. Be advised to contact us to know the latest service fee. Airline penalty, fare difference, and our service fee vary depending on ticket types, travel classes and routes.

Blackout dates are specific travel periods, including but not limited to summer and Christmas holidays, when itinerary modifications or travel date changes are not permitted or subject to limitations. Requests for a change of travel dates for your one-way, round-trip or multi-city reservation may not be accommodated if the unused or partially used reservation falls under blackout period due to high demand, capacity constraints, flight overbooking, seat unavailability, and various other circumstances beyond our control.

You shall understand that blackout dates may apply to certain itineraries, and the extent of a blackout period may vary depending on routes and destinations. It is advisable that you plan your travel accordingly, so that your genuine need to change a travel date (s) in the confirmed

reservation is not impacted by blackout periods. we communicate information about blackout dates as part of the fare details at the time of booking.

Flight service providers, including airlines, reserve the right to determine and apply blackout dates as and when necessary. Blackout dates applicable to certain itineraries may be subject to change without prior notice.

# **Our "Confidentiality" Policy**

By our terms and conditions, you acknowledge not sharing the confidential details of your e-Ticket with any third party. Any third party may misuse the information for some illegal purpose or personal benefit if the confidentiality is breached. Voldeluxe Travels must not be held liable for any claim or consequence. Only you are considered liable in this case.

If any third party uses your trip ID from the e-Ticket and cancels the flight reservation, you may not be entitled to refund. We don't guarantee the refund too.

# **Booking Process**

Voldeluxe Travels has the easiest and simplest air travel booking process that comprises a few clicks from accessing the booking page to buying a ticket or tickets. We may accept or reject your request to book an itinerary depending on availability of the itinerary with the relevant airline. We confirm the receipt of your 'booking' request via an email which does not imply by any means that the request is accepted. Your purchase of a flight ticket (s) is confirmed only on payment of the fare to the airline validating or operating your chosen itinerary. Once the payment is processed to the airline and the e-ticket is issued for the booked itinerary, your name, the destination and other details may not be changed.

The 'booking' confirmation is also subject to your acknowledgement to comply with our terms of service. We may, in our sole discretion, update or modify the booking process, without any liability to notify you of the same. Any change or update in the booking process is automatically affected once it is implemented.

You are required to book a trip using your own credit card if you plan to fly within a week following the booking. The name on the credit card must be identified with your name.

# **Nearby Airports**

You may find lower airfare from or to a nearby airport in the origin or / and destination city on our website. The website will mention if it is the lowest or lower fare for your itinerary. Generally, we compare fares to and from the airports within 60 miles of the airport of your choice. You can save a percentage of the airfare by booking your trip to or from the nearby airport. Be advised that you need to review the itinerary details of your trip including the airport / airports you have booked.

# **Major Airline**

Voldeluxe.com displays some of the itineraries without disclosing the exact departure time, arrival time, connecting airports and the airline marketing these itineraries.

- The departure and arrival time is shown as 2 hour time range and the exact time is disclosed upon confirmation of the booking.
- The connecting airports are displayed as Layover and the connecting airport information is disclosed upon confirmation of the booking.
- The marketing and operating airlines are displayed as Major Airline and the airlines considered as Major Airline are Aircanada, Air Franca, Air Mexico, Alitalia, British Airways, Cathay Pacific, Delta Airline, Emirates, Etihad Airways, KLM, Lufthansa, Swiss International Air Lines, Austrian Airlines, Qatar Airways, Saudia Airlines, United Airlines.
- The clickable component 'What is this Airline?' in the itinerary displays the airline marketing the itinerary along with two other major airlines.
- Once the customer receives the booking confirmation email disclosing the airline, departure and arrival times and the connecting airports, the customer is responsible to check the baggage allowance, cancelation and change penalties, VISA restrictions for the itinerary and the airline policies within 12 hours of receipt of such email.
- The itinerary can be cancelled for free within 12 hours from the time of booking.

# **Business Class Upgrade**

- This upgrade offer is valid only if the business class ticket is purchased by the time limit specified in the upgrade email.
- The upgrade price is not guaranteed until the business class itinerary is ticketed.
- The entire cost of the business class tickets for the itinerary is charged on the card and the cost of economy class tickets is refunded once the business class tickets are confirmed.

# **Reconfirmation, Check-in and Boarding**

You are advised to reconfirm the schedule of your flights directly with the operating airlines at least 72 hours before departure. You have to be at the airport at least 4 hours before the scheduled departure and report at the boarding gate by the time printed on your boarding pass and/or as informed by the airline staff and/or as displayed on the electronic display board. The departure gate printed on the boarding pass or informed by the airline staff may change at any time for operational reasons. The electronic display boards or monitors throughout the airport display the most accurate information about your flight and it is your responsibility to monitor the departure information of your flight.

# Human Error in Booking & Ticketing

"To err is human". However, any mistake in the booking or ticketing of a reservation, we take pains to try to avoid. If an agent unknowingly makes a mistake in the booking or ticketing of your flight, you are expected to contact us within 24 hours of receiving the booked itinerary details or e-Ticket so that we can do our best to correct the mistake at the earliest. We will not be able to correct the error post 24 hours. In case of immediate travel, you should report the mistake, if any, to us within 4 hours of your discovery of the error. If your booking is canceled due to a human error, we will add reward points to your "My Voldeluxe" account as a goodwill gesture and you can redeem those points on your next booking at Voldeluxe Travels.

# **Customer Identity Verification**

We have a precise customer identity and payment card verification process as part of our terms of service. It helps us establish credit card ownership, prevent misuse of the card, and ensure secure online transactions. By providing the card details, you agree that we verify the card ownership by debiting a temporary authorization amount less than \$2 for an American Express card and less than \$1 for other cards. The amount is credited back to the customer immediately.

You are required to fill in a UCCF form that you will receive from us and upload it to your "My Voldeluxe" account on Voldeluxe.com, along with a photocopy of your credit card (front and back sides) and a photocopy of your driving license or passport as a valid ID proof.

The booking will automatically be canceled if the customer identity and payment card verification process does not go through due to your failure to upload the above-mentioned documents online or comply with the process within 12 hours.

# **Itinerary Reconfirmation**

You are responsible to review and reconfirm the itinerary details (including passenger name, travel dates, departure point, arrival destination, travel class, flight number, airline number, scheduled departure time, meal type, etc.) for the itinerary that you have booked on our website Voldeluxe.com or through our customer service. If you find any difference in the details which you have provided during the booking, do contact us within 2 hours of the booking. In case of your failure to review and reconfirm the details within the stipulated time, the eBooking and eTicket resulting therefrom will be considered acceptable to you, without any liability on our part.

# **Responsibility and Voldeluxe Travels Limited Scope of Services**

Voldeluxe Travels is an air-ticketing agent and partners with airlines and other entities to provide air travel services to the general public looking to travel. Our services are limited to providing various options to the customers for their air travel, answering any questions related to their booking, and providing post-booking services such as cancelations or making changes to the itineraries. You agree to the provider airline's rules including fare rules and the terms of service of Voldeluxe Travels and the airlines at the time of booking an eTicket when a Contract is established between you and Voldeluxe Travels.

You understand and agree that Voldeluxe Travels is not responsible for airline cancellations, discontinuation of routes, changes to flight departure and arrival times or Private Airline-related Service Provider Changes, or any policy changes affecting your flights that issue from the airline upon which you booked flights and/or any governmental authority which causes a change in any flight in any manner (hereinafter known as "Nonliability of Voldeluxe Travels for Airline or Government or Private Airline-related Service Provider Changes Affecting Travel"). By booking a ticket so as to establish the Contract between you and/or your entity or organization, on the one hand, and Voldeluxe Travels, on the other, you agree to the Contract established by your booking and eTicket, the Voldeluxe Travels Terms of Service and agree to Nonliability of Voldeluxe Travels for Airline or Government, or Private Airline-related Service Provider Changes Affecting Travel.

We have no control over nor are responsible for any inconvenience or losses faced by the customer due to the actions of another entity in their travel including but not limited to airports, airlines, or governments. Voldeluxe Travels is not liable for any such inconvenience or losses caused due to flight delays, flight schedule change, flight cancelation, poor inflight service, poor inflight food, non-functional amenities on board, unavailability of some or the other inflight service/amenity, lost or damaged baggage, baggage theft and unavailability of airport amenities such as lounges.

You agree by checking agreement to this eContract that Voldeluxe Travels is not responsible for damages to you caused by Acts of God, force majeure, Acts of Nature, strikes, supply chain interruptions, civil unrest, terrorism, war, weather, floods, fires, severe storms, celestial events, invasion, catastrophic strikes from objects from space, defective aircraft, and the like

# Procedure for Customers Having Problems With, Damage From, or Needing Refunds from Airlines

Please contact the airline customer service directly, if you believe, whether accurately or not, that the actions of the airline have caused damage to you or your property involved in travel. Your request for compensation is subject to an investigation of your complaint by the airline and the airline's policy. The airline is responsible for any refunds against cancellation or for any compensation for your grievances. Voldeluxe Travels has no control over the time taken by the airline in processing the refunds or compensation. You can also contact the US State Department of Transportation (DoT) with any complaints you may have against the airline and to possibly have your grievances addressed

# **Booking Service Fee & Additional Processing Fee**

We charge a service fee for all the online and offline booking of itineraries. The service fee is applicable to all passenger-type tickets (infant, child, adult) and all trip-type tickets (one way, round trip, multi-city trip) per traveler.

All airfares include the service fee. It is billed per traveler for value-added services like 24-hour customer support over toll free phone, ticketing support, technology support, etc. Airfares include service fee in the range from USD 0 to USD 100 depending on ticket type, fare type, travel class, destinations, routes, and seasonality. When you opt for payment in a different currency, the service fee charged will be converted as per the applicable currency exchange rate.

Last-minute booking for emergency travel entails an additional processing fee. We implement additional security measures to protect you from fraudulence in case of last-minute bookings. These measures include customer identity verification, fraud prevention tool, alert on fraudulent billing, authentication of UCCCF form and others. Therefore, we charge an additional processing fee to recover the cost of secure last-minute booking to some extent.

We may revise the service fee for usual bookings and additional processing fee for last-minute bookings at any time. Service fee and additional processing fee are nonrefundable even if you change or cancel your booking directly with the airline. Please call us if you have any query regarding agency service fee while booking your tickets.

# **Multiple Airline Itineraries**

If there are two airlines on the itinerary of your one-way trip, or more than two airlines on the itinerary of your multicity or round trip, a different set of fare rules, baggage allowance, and refund policy will apply to your trip with each of the airlines. Each airline has its own service policy in case of flight schedule change and Cancelation. If one of the airlines cancels the flight or changes the flight schedule, the other airline to operate the connecting flight or return flight is not bound to reschedule your itinerary or consider a refund. You must check and comply with the terms and conditions of each of the airlines involved in the itinerary of a connecting or multicity or return trip.

# **Union Fare**

A union-fare itinerary may includes one or more flights; each with a different PNR. Each of the flights in a union-fare itinerary for a round-trip or a multi-city trip comes with individual ticket rules. The itinerary may be operated by the same or different airlines. If any of the flights is canceled by the operating airline, the other will not be affected in case of a union-fare itinerary. The modification and Cancelation charges for this type of itinerary may vary from ticket to ticket depending on airlines involved. Our Terms of Service equally apply as it does to your booking of a multi-city or round-trip or one-way itinerary on Voldeluxe Travels Website.

# **E-Ticket Delivery**

Once the e-Ticket for your booked itinerary is generated, the purchase is confirmed. Voldeluxe Travels delivers the e-Ticket to the email address that you share with us. If email delivery of the e-Ticket fails due to some technical error, you are required to contact us immediately.

If you do not receive a travel confirmation email within stipulated time after successful payment verification, it means that we have not issued the ticket (s) yet. Sometimes, it takes up to 24 hours to issue an e-Ticket or e-Tickets. If you are in a hurry or your flight is in 24 hours, you can cancel the booking without any Cancelation fee. In this case, you agree that Voldeluxe Travels is not liable for any damage or loss that may occur to you because of the delay in issuance of the e-Ticket.

Once the booking is confirmed, an electronic ticket (e-ticket) is sent to the email address **and registered phone number** provided at the time of booking. You may not have received the e-tickets if you provided an incorrect email address or due to a technical error beyond our control. You must contact us immediately if you have not received the e-tickets within 2 hours of your booking.

You accepted to receive a text message about eticket confirmation through the registered mobile number.

# **Overbooking of Flights**

Sometimes, seats on a flight by an airline may be overbooked. Due to overbooking, you (if you are unlucky) may not get a seat available on the flight for which you have got a confirmed ticket from the airline through us. In this case, airlines manage seats for passengers by asking their volunteers to exchange their reserved seats for compensation. If seats are not managed due to the few reserved seats for volunteers, you may be denied boarding at the departure airport. In the event of involuntarily denied boarding, your reservation is cancelled and refunded by the airline. If you ever meet with such a situation, make sure to know the airline's boarding priorities and compensation rules at the airline's boarding counter or ticket counter. Voldeluxe Travels must not be held liable for denied boarding.

# **Duplicate Bookings**

If the same itinerary is booked twice on the name of the same traveler, Cancelation or refund against Cancelation is not guaranteed after confirmation (ticketing) for the second booking which is duplicate. We can process your 'Cancelation' request with the operating airline, but it is subject to the airline's policy, which is out of our control. Usually, neither Cancelation nor refund is entertained for non-refundable tickets.

# **Baggage Policy and Fee**

The baggage allowance for an itinerary depends on the airline (s) operating or validating the itinerary, travel class, fare type, ticket type, and the airline's codeshare partnership. The number and weight of bags that you can check in for free or a fee is subject to the airline (s) policy for your itinerary - which is absolutely out of our control. Airlines charge for excess baggage if your bags, check-in or cabin, exceed the permissible limits. The fee is directly payable to airlines. You may be required to reclaim and recheck-in your bags at the connecting airport if your one-stop or two-stop itinerary involves more than one airline. It is recommended that you check the baggage allowance while reviewing an itinerary (s) on our website and call the airline (s) to check extra baggage fees.

Prohibited items and accepted items fall under the baggage policy of airlines. Make sure to check the list of these items on the website of the airline operating your flight, before you pack your check-in and carry-on bags.

Baggage loss, theft, misplacement, or damage is an unfortunate incident. Voldeluxe shall not be liable for any loss, theft, misplacement or damage of your bags, or any valuables in your bags. Travelers' bags are handled by airline and airport crews. You must contact the airline (s), or the departure/connecting/entry/arrival airport.

# **Credit Card Transaction Fees**

If you purchase an itinerary using a credit card, the credit card company may charge a fee to process the transaction. If the merchant of the card and the bank that issued the card are in different countries, a transaction fee is applicable. The bank or the company that processes transaction through the credit card determines the fee. The credit card transaction fee is excluded from the airfare of the trip. It will be listed separately on the credit card statement.

# **Credit Card Transaction Fees**

If you purchase an itinerary using a credit card, the credit card company may charge a fee to process the transaction. If the merchant of the card and the bank that issued the card are in different countries, a transaction fee is applicable. The bank or the company that processes transaction through the credit card determines the fee. The credit card transaction fee is excluded from the airfare of the trip. It will be listed separately on the credit card statement.

# **Credit or Debit Card Payment Acceptance Policies**

We accept credit and debit cards issued by the US, Canadian and financial institutions. You can also pay through net banking provided by an financial institution. A convenience fee and GST apply to your purchase of flight tickets using an credit/ debit card, or net banking provided by an financial institution. The convenience fee and GST are non-refundable even in the event of booking cancelation. All amounts mentioned on the website are in US Dollars unless specified. Your financial institution may charge foreign transaction fees if you are using a card not issued by a US financial institution. Your card can be charged either by Voldeluxe Travels, its partners, airlines, or third-party vendors. Your booking of a flight (s) is confirmed upon the successful processing of the fare to the airline and the ticketing of your selected itinerary. The payment is not supposed to be credited back to you once the booking is ticketed and confirmed. If you dispute the transaction, we have the right to charge you a fee and cancel your booking partly or completely.

If payment does not go through due to incorrect details or inadequate funds, you will get a notice within 24 hours. We do not bear any liability for the payment decline. If the airline does not confirm your travel due to an increase in the booked airfare or non-availability of seats, your credit/debit card will be declined during the transaction. In such rare instances, you can either pay the increased fare or request for cancelation at no cost.

Your credit card or debit card billing address must be verifiable. **Please note that the billing address with a P.O. Box is not acceptable.** Our privacy policies and safety measures ensure secure transactions through credit cards and debit cards. Any fraudulent transaction from your account should be reported to the credit card verification company, the airline, and the bank.

If the payment for a booking using the credit/debit card details which you have shared with us is declined due to any reason, we will notify you about the payment failure at the earliest. We will also attempt three more times to charge the card after the failure. In this case, you are required to contact your card company or bank and ask for an alternate credit card number. Or, you can choose to use any other mode of payment for the transaction. Feel free to contact our travel specialist for further assistance.

If the payment is declined by your Credit Card Company or bank after you have used the ticket, we reserve the right to call you back within 2 years of booking and you agree to provide us with your payment information.

In few cases, payment towards booking a flight (s) or modifying travel dates in an existing reservation may not be debited from your credit/debit card immediately. We may charge the card within 12 months from the booking date or itinerary modification.

#### Customer Requests for Meals, Seats, Bassinets & other Special Services

Airlines have exclusive control over all inflight services including but not limited to seat assignment, bassinets, meals, and medical support. Airlines work with airport facility operators in providing on-ground special services such as wheelchair assistance. Voldeluxe Travels has no control over any in-flight and on-ground special services provided or arranged by airlines.

If you request any special services at the time of your booking, Voldeluxe Travels makes every effort to place such requests with the airline. Voldeluxe Travels does neither confirm the availability of special services while booking your travel nor guarantee the confirmation of your requested special service(s) by the airline. It is recommended that you contact the airline immediately after booking your tickets and confirm the special services that you have requested through us.

It is also advised that you contact the airline directly at least 3 days in advance to reconfirm your special service requests. Please note that the airline may charge additional fees for any of the onground or in-flight services. The confirmation of your special service requests is subject to the airline's policy regulating the provision of in-flight and on-ground services that may vary depending on routes, aircraft, travel class, and fare types.

Voldeluxe Travels is not responsible for any inconvenience if you are not seated together with your family despite the confirmed reservation of seats, free or paid, in any leg of your itinerary. Voldeluxe Travels is not responsible for any adverse impact on your well-being if your requested meal is not available in any leg of your itinerary. Voldeluxe Travels is not responsible for missed flights if you arrive late at the boarding gate due to delay in receiving or non-availability of wheelchair assistance at the airport.

Airlines reserve the right to revise their special inflight service policy and onboard seating policy at any time.

# Promo Codes / Discount Coupons

The coupons and promotions are valid only for a limited time and Voldeluxe Travels reserves the right to modify or cancel the coupons at any time without any prior notice.

Certain coupons and promotions are only applicable to bookings done online at Voldeluxe.com.

The coupons are non-transferable and have no cash value.

Coupons are void if restricted or prohibited by law.

The coupons are not applicable for already discounted itineraries.

The coupon is valid only for new booking and is not applicable for other services including but not limited to Insurance, Cancelation and Changes to the booking.

The coupons cannot be combined with other coupons, discounts or Voldeluxe Rewards.

The promotions and coupons are limited to one per customer.

If you cancel the booking purchased with a coupon, the coupon discount or value may be subtracted from the return credit.

If the system accepts a coupon which is later found to be applied incorrectly, the transaction may be declined.

Coupons provided by Voldeluxe Travels are applicable to few of the itineraries only.

We market and promote our and our partners deals, discounts and coupons on our social media pages (Facebook, Twitter), through our website and blog, and via emails to our registered customers and subscribers. We never authorize any third party or company to market our deals and coupons whenever available. Deals and coupons for Voldeluxe Travels found on third party portals are neither valid nor authentic.

# **Cashback Offer**

The cash back is a special / an exclusive offer for our customers. It applies to booking of itineraries on our website Voldeluxe.com. The cash back amount varies depending on airlines, routes, trip type, travel class, and number of travelers. It cannot be clubbed with any other discount offer or coupon and 'Voldeluxe' reward points. The cash back can be availed once your booking is confirmed and ticketed. And, the cashback amount will be processed either in a cheque or through ACH after void window only. By accepting our terms of service, you agree that we reserve the right to debit the cash back amount from your card / account in case you cancel the booking or the airline cancels the flight. We may, in our sole discretion, update or modify or withdraw the cash back offer, without any prior notification to you.

#### **Unaccompanied Minors**

Some of the airlines do not allow unaccompanied minors under 18 to travel on direct or indirect or connecting flights with one stopover or more. Minors should be accompanied by at least one adult traveler of 18 years or above, in this case. We may issue tickets for unaccompanied minors on flights by those airlines. However, it is highly recommended that you directly check with airlines their policy for unaccompanied minors before or while booking flights for them and book another ticket for an adult traveler to accompany the minor if required. Every airline has its own regulations and requirements for minors traveling alone, depending on routes and flight types. Airline's policy regarding booking of flights for unaccompanied minors may change at any time and is beyond our control. Voldeluxe Travels is not liable if airlines cancel reservations for unaccompanied minors or do not allow them to board flights at departure airports.

# **Airlines' Frequent Flier Reward Policy**

Airlines offer reward mileage to passengers on the booking of flights as per their own frequent flyer reward programs. Airlines' policies are out of our terms and conditions. It is highly recommended to check the frequent flier reward policy with the airline or airlines that you have booked a trip with.

# **Travel Insurance Disclaimer**

At your sole discretion, you can purchase travel insurance while or after booking a trip through Voldeluxe Travels. It is highly recommended that you check and comprehend the coverage details and the insurance clauses, including but not limited to, reimbursement claims, denial of claims, eligibility for reimbursement, and whether the travel insurance program is refundable. It is also recommended that you check whether the insurance program covers health/travel-related disadvantages caused by COVID-19 and similar public health emergencies.

You're required to contact the insurer if you need to cancel your travel insurance purchase. Voldeluxe Travels has no control over the insurance provider's policy applicable to your insurance program, reimbursement claims, and your claim for a refund of the insurance cost in case of travel cancellation. We are not responsible for any inconvenience if reimbursement is delayed, or if your claim for reimbursement is rejected by the insurer in the event of your failure to provide proper documents for validation of the claim or some other reason.

Please read the complete disclaimer that must be accepted by you to purchase the travel insurance.

# **Travel Accessories:**

Payment for baggage must be made in full at the time of purchasing the tickets. We only accept credit/debit cards. Please ensure that the payment details provided are accurate and up to date.

# **Refund, Exchange, or Replacement:**

If the product is not delivered by the given delivery date, the customer will receive a complete refund.

In the event that a damaged, defective, or wrong item is delivered, the customer may request a replacement.

The product must be in its actual condition, with the brand's or manufacturer's packaging, MRP tag undamaged, user manual, warranty card, and all accompaniments enclosed, to be eligible for a return or replacement.

Any baggage that has a lock must be returned unlocked.

Before allocating a refund or replacement, we reserve the right to contact the customer and request images to verify whether there is damage or a fault in the purchased item.

#### **Cancellation:**

If the buyer changes their decision about the purchase, the order can be canceled before the item is dispatched.

Once an order has been delivered, it cannot be canceled, and the purchaser must follow the return process cited above

#### **Delivery Contact Information:**

We deliver to any US-based location, including homes, offices, and apartments.

It is the customer's responsibility to provide correct and full shipping address details throughout the order placement process.

#### **About Shipping:**

While we make every effort to ensure safe shipment, Voldeluxe will not be held liable for any damage to the product during shipping.

In the rare possibility of shipment damage, the customer can refer to the above-mentioned return and replacement policy.

#### Note:

For any questions regarding the Refund, exchange, replacement, cancellation, or delivery, customers can email to <u>reservations@Voldeluxe.com</u> call us at 1-973-514-4594.

Voldeluxe reserves the privilege, at any point and without notice, to change or revise the terms and conditions. Before completing a purchase, the customer is responsible for comprehensively understanding the terms and conditions.

The customer consents to these terms and conditions by placing an order. Please note that the terms and conditions listed above are subject to change, and customers are instructed to review

them regularly. If you have any questions or concerns about these terms, please reach out to our customer service team for assistance.

#### **Lounge Service Conditions**

Access to Lounges by passengers shall be subject to the presentation of the Confirmation Voucher. The staff will check the valid date on the Confirmation Voucher and match the passenger's name with the boarding pass.

The Lounge operator or any authorized personnel of the Lounge shall reserve the right to refuse admission or to remove any Passenger(s), at its full and absolute discretion, if:-

(a) the Passenger(s) appear to Company to be under the influence of alcohol or prohibited drugs and are likely to disturb the peace and comfortable usage of the Lounge;

(b) the Passenger(s) have created and continued to create scandalous scenes or have exhibited and continued to exhibit unruly behavior that disturbs other Passengers in the Lounge;

(c) the Passenger(s) have been causing nuisances or disruptions which are dangerous to the Passenger(s) himself/herself/themselves and/or to any other persons and/or with the likelihood of causing damage to any property both within and outside the Lounge;

- (d) for health and safety reasons;
- (e) for environmental and security reasons; or
- (f) for any other reasons of which the circumstances justify such refusal or removal.

Unless attributable to any gross negligence of the Lounge operator, Passenger(s) hereby agrees to indemnify and hold harmless Voldeluxe Travels and the Lounge operator against, and Voldeluxe Travels and Lounge operator shall not be liable and responsible to the Passenger(s) and /or any other persons for, all or any claims, demands, loss, damages, compensations, liabilities, actions, lawsuits, charges, penalties, fines, costs and expenses of whatever nature arising out of or in connection with, directly or indirectly, the use of Lounge Facilities at the Lounge for,

(a) any loss, loss of use, theft, and damages of baggage or any property or valuable of any Passengers and/or any other persons in the Lounge;

(b) any illness, personal injuries, or death of any Passengers and/or any other persons occurring in the Lounge for whatever causes;

(c) any consequential loss, financial or otherwise, for any flight cancellation, delay, or missed flight for whatever reasons whilst the Passengers and/or any other persons are using the Lounge Facilities in the Lounge.

#### **Airlines' Optional Services**

At times, the booking of some trips with specific airlines on our website comes with the option to purchase optional services offered by the airlines. The airline, not Voldeluxe Travels, will provide the optional service if you purchase any in connection with your trip. The airfare does not include the cost of any optional service.

The cost and availability of the optional service is subject to the relevant airline's terms of service, which is out of our control. It is highly recommended that you do check the terms and conditions, applied by the airline operating your trip, regarding the optional service which you are looking to purchase at the time of booking the trip through us.

Cancelation of the optional service that you have purchased along with a trip with a specific airline is subject to the airline's service policy. You are required to contact the airline directly, in case any issue with the optional service arises or you need to cancel your purchase of the optional service. We just act as airlines' marketing agents. We can only process your request to cancel the optional service or resolve any issue with it with the airline.

The perks of flying the business class on long-haul international routes vary with airlines and business class fare types. The availability of perks such as priority check-in, priority boarding, extra check-in baggage allowance at little to zero cost, free business lounge access, etc. is not guaranteed with the booking of business class flight tickets at Voldeluxe Travels. It is recommended you check with the airline before or after buying a business class fare deal from Voldeluxe Travels. We're not liable if a business class flight deal of your choice does not come with any perks.

# **Best Price Guarantee Policy**

We offer cheaper air tickets than other travel agents in the USA. Lower airfare than the airfare which you have paid for booking a trip through us is unlikely on our website and any other USA based website, within 24 hours of the booking. If you find it, we will either pay the fare difference to you or cancel and refund the current booking on a condition that we are provided with a complete documentation of the fare difference and other details such as travel dates, destinations, trip type, travel class, fare type and airline for the same itinerary. We reserve the right to verify the details, at our sole discretion.

Do email us at <u>reservations@Voldeluxe.com</u> the document (in form of screenshots) of the fare difference between our offer and the offer for the same itinerary by any other website within 24 hours of the booking on our Website, to claim refund of the fare difference under our Best Price Guarantee. You can avail our Best Price Guarantee facility only if the details in your document match exactly the details of the itinerary that you have purchased from us. We don't consider the fare difference despite the same itinerary details, in case of the discounted airfare that you find on any other website.

We compare our offers with the offers available on USA based websites for general public. Comparison with the offers available on auction websites, coupon websites, membership program websites, and other websites with rewards program, corporate discounts, consolidator prices or promotional incentive is not considerable to us. We don't consider the fare difference between our itinerary and the same itinerary with hidden details or prices on other websites.

If you book the itinerary (on any other USA based website for general public) which is cheaper than ours even after booking the same itinerary on our website, the details of the itinerary and the receipts of the booking on the other website are subject to verification by us prior to receiving your 'refund against Cancelation' request. We do not accept or verify the receipt with a printing error.

The terms of our Best Price Guarantee are applicable to you the moment you book a trip on our website. The terms are subject to change at any time and without prior notice. We reserve the right to discontinue availability of the Best Price Guarantee or modify its terms in effect, at any time.

# **Hazardous Materials**

Carriage of hazardous materials in your checked baggage and cabin / handbag baggage during air travel is strictly prohibited by the Federal law. Carrying hazardous materials on board is a punishable offence. Violation of the prohibition imposed by the aviation law can incur a huge penalty or result in 5 years of imprisonment. Explosives, oxidizers, corrosives, fireworks, poisons, flammable liquids, radioactive elements, paints, sharp-edged instruments and compressed gases are hazardous materials. Liquid medicines and toilet articles belong to this category. Most of the airlines permit the carriage of medical oxygen, medicines, toilet articles and smoking materials in small quantities, depending on destinations and routes of the flights operated by them. It is highly recommended that you check the list of permitted items and prohibited items on the website of the airline operating your flight, or with the airline's representative.

# **ACH Payment Failure**

If the ACH (Automated Clearing House, an electronic payment method) fails due to insufficient fund or incorrect bank account number or incorrect routing number, you are required to allow us to collect an additional USD 50(or amount equivalent to USD 50 for payments made in a different currency) for processing the ACH again.

# Responsibility

Voldeluxe Travels is an air-ticketing agent and partners with airlines and other entities to provide air travel services to the general public looking to travel. Our services are limited to providing various options to the customers for their air travel, answering any questions related to their booking, and providing post-booking services such as cancelations or making changes to the itineraries. You agree to the fare rules and the terms of service of Voldeluxe Travels and the airlines at the time of booking.

We have no control over nor are responsible for any inconvenience or losses faced by the customer due to the actions of another entity in their travel including but not limited to airports,

airlines, or governments. Voldeluxe Travels is not liable for any such inconvenience or losses caused due to flight delays, flight schedule change, flight cancelation, poor inflight service, poor inflight food, non-functional amenities on board, unavailability of some or the other inflight service/amenity, lost or damaged baggage, baggage theft and unavailability of airport amenities such as lounges.

Please contact the airline customer service directly, if you believe that the actions of the airline have caused damage to you. Your request for compensation is subject to an investigation of your complaint by the airline and the airline's policy. The airline is responsible for any refunds against cancellation or for any compensation for your grievances. Voldeluxe Travels has no control over the time taken by the airline in processing the refunds or compensation. You can also contact the US State Department of Transportation (DoT) with any complaints you may have against the airline and to possibly have your grievances addressed.

# **User Account Termination**

There are benefits of signing up for 'user account' with Voldeluxe Travels. Redeemable points on enrollment, booking confirmation checking, itinerary status checking, etc. are the benefits. Security of the user account is bound to our policy, which we apply to freeze or terminate the account temporarily or permanently in the event of infringement. If our website content or that of any of our partners is infringed by any Voldeluxe Travels account user, we may, in our sole discretion, decide on termination of the account.

#### **Fraudulent Booking**

Many credit card users are victims of fraudulence. You are responsible to use your credit cards carefully. Any unauthorized person may use your credit card for shopping, flight booking, etc. Though we have implemented a fool-proof customer identity and credit card verification process to ensure genuine bookings, it is often difficult to identify customers as genuine owners of credit cards or frauds. If someone uses your card to book a trip or trips on our website, we must not be held liable for any refund for the fraudulent booking.

#### **Chargebacks and Credit Card Disputes**

By accepting our Terms of Service, you agree not to dispute the airfare, service fees, airline penalty (in case of Cancelation), change/exchange fees (in case of change of date), and fare adjustment (in case of fare difference) debited from your credit card.

If you booked a trip on our website, but you have not received any notification of the booking, do make sure to contact us at the earliest possible time.

If you have any billing issues on your credit card related to a purchase from Voldeluxe Travels, please reach us first via email or over the phone before taking any steps to dispute such charges directly with the credit card company through which you made the purchase with Voldeluxe Travels.

If you claim a chargeback on a non-refundable airfare or on booking cancelation fees or on service fees or a fare adjustment that has been billed on your credit card in compliance with the airline policy, Voldeluxe Travels's eTicket (eContract) and our Terms of Service that you agreed to, without limitation) you hereby agree when you purchase anything with Voldeluxe Travels that we have the right to dispute the chargeback and cancel your reservation fully or partly. Moreover, you are required by this agreement to pay back the entire amount of the chargeback and a USD 500 penalty for causing inconvenience and incurring accounting fees to us. If the chargeback is claimed on a ticket booked in a different currency, then you will have to pay the chargeback and the penalty amount in the same currency as per the applicable currency.

# If you get charged twice due to technical errors in rare cases, be advised to bring it to our notice rather than making a chargeback claim. The issue will be resolved at the earliest cases of technical flaws that may lead to booking Cancellation.

Your credit card company may offer you perks like discounts, reward points, free airport lounge access, or travel protection on booking air travel online/offline. However, we do not guarantee those perks you receive by using your credit card to purchase flight tickets or other travel-related services through Voldeluxe Travels or our partners. It depends on how the credit card transaction (s) appears in the billing. By establishing an eContract including, without limitation agreeing to Voldeluxe Travels's Terms of Service, you agree that any of the above-mentioned perks or perks of any sort if offered by the airlines or an airline's service-related company or anyone with a perks arrangement with the airline you have booked on, will not be a liability of Voldeluxe Travels under any circumstances since Voldeluxe Travels has no control over the airline or other perk-providers who may provide perk offers with the airlines or otherwise.

# Conflicts Between or Among Components of the IE eContract

If there are conflicts between or among the terms of the Voldeluxe Travels eContract including but not limited to conflicts between or among the terms of this Agreement, the Terms of Service, the terms of the eBooking, and/or the eTicket terms, then the terms of this Agreement including the Terms of Service, without limitation, shall prevail unless explicitly prohibited from doing so by applicable state or federal law.

# **Privacy Policy**

Please read our **Privacy Policy**.

# In Case of Disagreement with the Terms of Service

Voldeluxe Travels is an online travel booking service provider. We book air tickets on behalf of airlines. We neither organize nor conduct itineraries. The service quality that airlines make sure to provide during the journey is not our liability. We provide you with low airfare deals from multiple airlines and help you book your preferred itinerary. The display of airfare and itinerary details is not under our control and subject to change without any notice. By using our website and/or booking and paying for an eTicket through our website, you are agreeing not only to our Terms of Service and Privacy Policy but, if you purchase an eTicket with an booking, and you

further acknowledge and agree to accept any change in the display of airfare and itinerary details on our website, to any changes in the Website and Terms of Service, without limitation.

# BOTH OF THE BOXES BELOW MUST BE CHECKED BY YOU BEFORE AN eBOOKING and RESULTING eTICKET WILL BE PROCESSED (Note: Either or these actions will create an enforceable eContract between you, the customer, and Airlines):

[] By checking this box, I affirm that I have read, understand and agree to the Contract Agreement, Terms of Service, Website Use, the e-Ticket and eBooking Contract, Privacy Policy, and the above General Policies set forth above.

# **Reviews, Comments, Photo and Other Submissions**

We welcome you as valued customers of Voldeluxe Travels. We appreciate your feedback, reviews and comments with regards to our services, the services of our affiliates / partners, or third-party products. We including Voldeluxe Travels employees, our affiliates, partners, suppliers and third party sellers reserve the right to monitor, review, share, publish, distribute, modify, accept or delete your submissions of reviews, suggestions, photos, videos, questions or likes received through your user account on the Website, Voldeluxe Travels Blog, social media pages and emails. By making submissions to the Website, comments on our blog posts & articles, and feedback on our social media pages, you grant us a royalty-free, irrevocable, transferable and sub-licensable right to use and display the same on any platform, private or public, online or offline, known or unknown, along with the name (s) that you have used in connection with your submissions.

# All Submissions are Subject to Our User Submission Guidelines below

Voldeluxe Travels does not own or endorse or associate with any user content, visual or textual, submitted through the Website, the Blog, social media pages and email.

# **User Content Submission Guidelines**

- All your submissions must be relevant to our services, products, the Website, or your general experience as user / traveler.
- Submissions made by you should not be obscene, indecent, illegal, profane, defamatory, insulting or fake at all.
- Your submissions must neither invade the privacy nor infringe the copyright nor violate the rights of any individual or group or organization.
- You should not make any submissions about a minor or any third party's use / experience of our services, products, the Website and its content, without consent of the third party or the minor's parents. (Minor refers to a child under 13 years of age)
- You must not make any submission if you are a minor under 13.
- All your submissions must be original. Do not submit or post any material, which is borrowed or copied, from any personal or commercial source. Any submission by you must not infringe any third party's intellectual property right, trademark, or copyright.

- Your submissions must not contain any individual or entity's intellectual properties including branding or promotional materials such as logo meant for commercial purposes.
- Your submissions must not contain viruses, harmful codes or any kind of damaging material that may affect the Website and its servers, third party sites that we hyperlink to, and our computers or systems

# **Foreign Entry Requirements**

You should make sure that you have valid travel documents including passport and visa, in accordance with foreign entry requirements. You should be having the type of visa or visas (business, tourist, transit, and Schengen) required for overseas or international travel. We neither have specific knowledge of foreign entry requirements and travel documents nor any obligation to provide information about the same. It is advisable that you check and review all preventions, warnings and advisories issued by the governments of international destinations before booking your travel.

#### **Travel Documents**

We request you to check what travel documents are required for your traveling to an international destination, with the relevant embassy. You should approach the relevant embassy or consulate to seek the correct information about passport and visa before booking your travel or making departure. We are not liable if you are denied boarding at the origin airport or entry to the destination airport for your inability to carry or provide correct and valid travel documents including passport and visa that the operating airline or the destination country or the layover country (s) in case of a transit flight requires. You may need a specific visa to transit through certain countries even if you do not get down the aircraft or go out of connecting airports.

# Health

Certain countries have specific health requirements with regards to arrival of international travelers. You are responsible to make sure that you meet the health requirements for hassle-free transit through the layover airport (s) and entry to the destination country. You must consult a doctor, get the recommended inoculations, carry the prescribed medicines, and comply with the medical advice in connection with your international travel.

# Disinfection

Most countries can rightfully ask airlines to disinfect their aircraft in order to evade all possible hazards to environment, agriculture and public health. The International Civil Aviation Organization (ICAO) and the World Health Organization (WHO) have given approval to a set of disinfection procedures, including spray of an aerosolized insecticide in the aircraft cabin when passengers are on board and spray of a residual insecticide all over the aircraft's inner surface when passengers are not on board.

Booking of flights to international destinations by Voldeluxe Travels or its affiliates or partners neither endorse those destinations nor ensure that travel to any of those destinations is without risk or they are worth traveling to. We shall not be liable for physical damages or health hazards or monetary losses that traveling to any of those destinations may result in.

# Links to Third Party Sites

The content of this Website may contain some hyperlinks to third party websites in travel or nontravel fields, for your reference only. We neither operate such third-party websites nor control their contents. Moreover, we are not responsible for such websites' privacy policy, terms of use and other practices. Making sure that whatever links you click or software you download from this Website or third-party websites is safe is up to you. We are not responsible if any of the third-party websites contains viruses, worms, Trojan horses or defects. Our website containing hyperlinks to third party websites implies neither any association with them nor any endorsement of their contents or practices.

# **Notice of Infringing Material**

If you find in absolute terms that any part of the Website content infringes your copyright, your representative or you may issue a written notice to us, containing the following information. Do note that we will not accept the notice if it is improper or incomplete. Any invalid information or incorrect fact in the notice regarding any practice of copyright infringement by us may hold you liable for damages. The notice from you should be furnished with the following:

- A clear mention of the copyrighted work that you claim to be infringed
- A clear mention of what on our website infringes your copyright, such as a link to or a screenshot of the infringing piece of content
- Your physical address, email address and contact number
- A statement that you are "sure that neither the copyright owner nor its representative authorizes the material that is claimed to infringe the copyright"
- A statement that the information stated or facts mentioned in the notice are accurate, and the copyright owner has the authority to act against us in case of valid infringement, under penalty of perjury
- A signature by the copyright owner authorized representative to act on behalf of the owner

You may send the notice to us via email to <u>srikanth@Voldeluxe.com</u>, Attn: IP/Trademark Legal Dept., DMCA Complaints, or by mailing to the address below: Voldeluxe Travels, LLC, PO BOX 75063, irving, TX.

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