

Premiumtravel.biz: Terms & Conditions

Welcome to the Premiumtravel.biz ("Premiumtravel" "we," "our," "us") website (collectively, the "Site"). Use of the Site is governed by the following terms and conditions. By using the Site you agree to these terms and conditions. If you do not agree with any part of these terms and conditions, you must not use the Site. We reserve the right to amend these terms and conditions at any time. All amended terms automatically take effect when these Terms & Conditions are updated. Your continued use of the Site following the posting of changes to the Terms and Conditions will mean you accept those changes. Please return to this page periodically to review any changes.

INTRODUCTION

Premiumtravel shall not be liable for failure of travel service suppliers, including but not limited to airlines, hotels, cruise lines, railroads, car rental agencies, tour operators and consolidators, vacation packages, activities suppliers, Traveler assist service provider and insurance providers to perform the services offered by such suppliers. Premiumtravel, in providing travel management services, does not guarantee or insure the services to be provided by any supplier, the financial position of such suppliers or the reimbursement to you from any loss experienced as a result of the financial condition of such supplier. In the event that a supplier defaults prior to providing the service to you for which payment has been made, the sole recourse for refund shall be with the defaulting supplier, from insurance covering such defaults if any or from other responsible third party unless such was caused by Premiumtravel.biz.

In those situations in which a supplier defaults prior to providing services you may pursue any recourse against the supplier for refund, which may be permitted by law or statute. Premiumtravel warrants that it provides the highest standards of service in the trade and will use appropriate care in selecting suppliers so as to protect you from such default.

Except as expressly stated herein, Premiumtravel assumes no responsibility for actions relating to travel services beyond the control of Premiumtravel or its employees. Premiumtravel is not responsible or liable for any act, error, omission, injury, loss, accident, damage, delay, nonperformance, irregularity, or any consequence thereof, which may be occasioned through neglect, or default or any other act or inaction of any supplier of Travel products. Premiumtravel shall not be liable for any fluctuation in price or change in schedule or equipment or accommodations for any travel service, which occurs subsequent to payment for such service.

Premiumtravel acts as a service bureau that provides value added service to retail travel agents and consumers. Premiumtravel has no control over and assumes no liability for the actions of the suppliers from whom it obtains Travel products.

Once tickets have been issued there may be a penalty involved for refunds. We do not have control over printed prices on the tickets, although some tickets may have BT (Bulk fare) printed on them, some may have a specific value on them, which may be different (lower or higher) than the fare collected.

Discounts offered may vary depending on a number of factors including Airlines utilized, class of service, destination, time of year

(low, mid or high season), advance notice provided, minimum stay requirements fulfilled and flight load.

Premiumtravel does not guarantee, endorse, validate or promote other advertiser products and services that are advertised on this web site.

CREDIT CARD PAYMENTS TERMS

- a. All credit cards must have verifiable US, Canadian or European billing address.
- b. If you are making an online purchase for another individual or entity please contact us at info@Premiumtravel.biz with your requirements.
- c. If there is any issue with the credit card, we will notify you within 24 hours, submitting the credit card does not automatically guarantee ticketing.
- d. Premiumtravel bears no responsibility in the event your credit card is not charged by Premiumtravel. There can be a number of reasons for which credit card may not have been charged by Premiumtravel, such as: Airline did not confirm the booking, fare increased since payment information was submitted, insufficient funds available in the credit card, etc.
- e. Premiumtravel uses stringent safety measures for credit card payment processing. Fraudulent transactions if any, are reported to airport security, airlines and other federal and state organizations.
- f. You agree to be liable for any and all credit card payments disputes or other problems such as fraud made to us or the supplier on behalf of you or any individual you are representing. You agree to reimburse Premiumtravel in cases of fraud or charge backs.
- g. All credit card transactions over the phone to our Customer Service Department are recorded and are available as evidence in case of any dispute or for legal form of evidence.
- h. Online credit card transactions are authorized at the time a user or anyone acting on their behalf accepts these terms and conditions and provides an electronic signature.

TERMINATION

We reserve the right, in our sole discretion, and without liability, to terminate your access to all or part of the Site, with or without notice, for any reason or no reason.

SEVERABILITY

These terms and conditions are severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

NO WAIVER

No failure on the part of Premiumtravel to enforce any part of these Terms and Conditions shall constitute a waiver of any of Premiumtravel's rights under these Terms and Conditions, whether for past or future actions on the part of any person. Neither the

receipt of any funds by Premiumtravel nor the reliance of any person on Premiumtravel's actions shall be deemed to constitute a waiver of any part of these Terms and Conditions. Only a specific, written waiver signed by an authorized representative of Premiumtravel shall have any legal effect whatsoever.

DATA SCRAPING

If you abuse this Site with numerous scans, data scraping, or screen scraping, we reserve the right to terminate your access to this Site immediately.

SEATS, MEALS, FREQUENT FLYER & OTHER SPECIAL REQUESTS

Please note your seat, meals, frequent flyer & other special requests is a request only. The airline reserves the right to apply any revisions to the requested seat allocation without notification. All requests should be verified with the Airline. We do not guarantee you will be assigned the seat you have requested. We also do not guarantee that your meal, frequent flyer & other special requests will be sent to and confirmed by the airline. It is therefore recommended you contact your airline directly to confirm these requests.

BAGGAGE POLICY ON CONNECTING FLIGHTS

When there are two or more airlines involved for connecting flights then you may have to reclaim your bags at the connecting airport and check-in again to continue your journey. You are also advised that in these cases if you have excess baggage, you will have to pay any excess baggage fee assessed by each airline. Most airlines now charge baggage fees even for the first bag checked-In, we recommend traveling light to reduce these costs. To locate the fees on baggage check-in by airlines, please visit the airlines home page or look for a link baggage fees on our website. Baggage fees range from 15 USD up to 50 USD or more depending on the size and weight of the bag and are per checked bag. These fees are to be paid directly to airline upon using such service. We make an effort to keep the baggage fees table updated but we recommend you contact the airline directly for the latest fees on check baggage and policy as it relates to baggage.

CREDIT CARD AUTHORIZATION FORMS

At times for HIGH RISK transactions such as one way International tickets, foreign origination tickets, we may need a Credit Card Authorization form to be filled out by the card holder; we do NOT guarantee that the fares may be valid until we receive the credit card authorization form filled out. All issued tickets are NON REFUNDABLE as long as nothing else is mentioned.

AIRLINES SCHEDULE CHANGES/FLIGHT CANCELLATIONS

Premiumtravel highly recommends that you re-confirm your flight schedules with the respective airlines at least seventy-two (72) hours prior to your departure. Please take note that many airlines make schedule changes with little notice and/or explanation. If an airline has a change to any of its flights and such changes are within a 4 hour period of your original flight times, we will notify

you of such change by email. We will attempt to contact you; however, due to various reasons if we are unable to get in touch with you, our email will serve as a final notice. For all such changes within a 4 hour period, tickets will remain non-refundable. Certain ticket types may be non-refundable even when the schedule change is over 4 hours.

Premiumtravel does not assume any liability whatsoever for cancelled flights, flights that are missed, or flights not connecting due to any scheduled changes made by the airlines.

GENERAL RESTRICTIONS

All flights should be confirmed with the airline directly as they may have last minute schedule changes. We recommend that you do so at least 24 hours prior to departure for domestic flights (72 hours for flights to Hawaii and international destinations)

In most cases, upgrades and standbys will not be permitted.

Many of our discounted tickets do not allow for frequent flyer mileage accrual.

Seat assignments will be made at the airport on the day of departure or by contacting the airline directly.

Tickets will not be sold to unaccompanied minors age 18 and under. Tickets may be purchased for minors age 18 and under; however, they must be accompanied by an adult when traveling.

We reserve the right to cancel requests for high security risk areas.

All customers are advised to verify travel documents (transit visa/entry visa) for the country to which they are transiting through and entering. Reliable information regarding international travel can be found at www.travel.state.gov and also with the consulate/embassy of the country(s) you are visiting or transiting through.

Premiumtravel sale of tickets to you does not imply any guarantee of passenger's ability to enter the country of destination. Traveler understands that Premiumtravel LLC accepts no responsibility for determining passenger's eligibility to enter or transit thru any specific country.

A passenger's duty or departure tax may be assessed upon departure from some international destinations such as Mexico, and the United Kingdom and Australia. This is the passengers responsibility and is not collected by Premiumtravel upon purchase.

TICKET PROCESSING ERRORS/ISSUES DISCLAIMER

Premiumtravel is not responsible for any tickets that could not be processed due to inaccurate and/or incomplete verification of credit card information or due to other technical mal-function with our systems. If we are unable to contact you, we reserve the right to cancel your booking. We will send an e-mail advising you of the cancellation and this will serve as the final notification. Please note, Premiumtravel will not be responsible for any fare increase if you decide to rebook the itinerary.

HUMAN ERROR OR CUSTOMER SERVICE AGENT'S ERROR

If any of our agents makes a mistake or any human error is made in the booking process we shall make reasonable attempts to rectify these errors at the time of occurrence. Premiumtravel stands committed to providing compensation up to a maximum of the entire service fees that Premiumtravel has collected for that booking in addition to a \$ 10 free coupon as redemption towards purchases from Premiumtravel in the future. You must notify us of errors within 24 hours of receiving your itinerary. Beyond this 24 hour period, Premiumtravel will not be responsible for these errors.

ITINERARY RE-CONFIRMATION

It is the responsibility of the traveler who has booked with us online or has made the booking directly with a customer service agent to review and reconfirm names, dates, flight numbers, airlines, routing including any airport changes, are in accordance and acceptance of the traveler. If you discover any discrepancy in your itinerary, you are requested to immediately contact a Premiumtravel agent customer service agent not more than 4 hours from the time the booking was completed.

If we do not hear from you within 4 hours of completing the booking, we shall consider the booking you have made to be acceptable to you and we do not assume any liability thereafter for any discrepancy in your booking.

You are requested to review and save the itinerary.

HOTEL RESERVATIONS RULES AND REGULATIONS

Non-Prepaid Reservations

Non-Prepaid Reservations use your credit card to hold your reservation until you arrive for check-in. Premiumtravel.biz **STRONGLY RECOMMENDS** that you confirm non-prepaid reservations directly with the hotel, no sooner than 24 hours prior to check-in. These policies can vary depending on location and season.

Cancellations can only be accepted within the specified timeframe that are displayed on your confirmation. Additional hotel refund

policies are applicable. No reservation can be cancelled after the date of check-in, and guests are responsible for any and all "no show" charges. Refunds are at the discretion of the hotel and may not result in full refunds. On some non-prepaid hotels, hotel companies require a deposit up to and including the full amount of the stay, which will result in non-refundable cancellations and no modifications allowed.

These fees may vary based on property restrictions or dates of travel. Changes to dates, reduction in rooms, or any other amendments are subject to fees based on hotels policy. Please verify the cancellation policy prior to purchase completion. Cancellation should be requested by calling customer service at 540-491-4848.

Any amendments to dates, room type, traveler's names, etc is at the sole discretion of the individual hotel policy. Premiumtravel.biz charges a \$25.00 per reservation fee.

General Information

Hotel Requests for specific features such as bedding type or non-smoking rooms are simply that, and while most hotels will strive to honor your requests, neither Premiumtravel.biz nor the hotel guarantee that your request will be honored.

Hotels change pet acceptance policies often and without notice. It is very important that you confirm directly with the property that they do, indeed, accept pets. Premiumtravel.biz accepts NO RESPONSIBILITY for an individual property's pet policy. You must call the hotel directly to confirm pet policies, including pet restrictions on breeds.

Currency Conversions are based on approximate exchange rates at the time of booking and should be used for an approximate guide only. These rates are approximate base room charges. Individual hotels collect payment for per night room tax, resort fees, and cleaning fees, which may be accessed on a daily basis. They also will collect for incidentals such as meals, movies, games, wet bar, parking, and phone calls.

Some rates have special requirements such as Corporate, Government (including Military), AAA, or AARP membership. These rates will require you to present identification at the time of check-in to prove that you qualify. Hotel properties are NOT obligated to honor these rates if you do not qualify.

Hotel Confirmation

Hotel Confirmations may take up to 72 hours from the time of your booking to confirm. Please note that your reservation is NOT SECURE until you receive final email confirmation from Premiumtravel.biz. If you do not receive any email communication from Premiumtravel.biz, please call customer service at 540-491-4848 to check on your reservation.

Payment, Taxes & Fees

In connection with facilitating your hotel transaction, the charge to your debit or credit card will include a charge for Taxes and Fees. This charge includes an estimated amount to recover the amount we pay to the hotel in connection with your reservation for taxes

owed by the hotel including, without limitation, sales and use tax, occupancy tax, room tax, excise tax, value added tax and/or other similar taxes. In certain locations, the tax amount may also include government imposed service fees or other fees not paid directly to the taxing authorities but required by law to be collected by the hotel. The amount paid to the hotel in connection with your reservation for taxes may vary from the amount we estimate and include in the charge to you. The balance of the charge for Taxes and Fees is a fee we retain as part of the compensation for our services. The charge for Taxes and Fees varies based on a number of factors including, without limitation, the amount we pay the hotel and the location of the hotel where you will be staying, and will include profit that we retain.

Except as described below, we are not the vendor collecting and remitting taxes to the applicable taxing authorities. Our hotel suppliers, as vendors, include all applicable taxes in the amount billed to us and we pay over such amounts directly to the vendors. We are not a co-vendor associated with the vendor with whom we book or reserve our customer's travel arrangements. Taxability and the appropriate tax rate and the type of applicable taxes vary greatly by location.

For transactions involving hotels located within certain jurisdictions, the charge to your debit or credit card for Taxes and Fees includes a payment of tax that we are required to collect and remit to the jurisdiction for tax owed on amounts we retain as compensation for our services.

Please note that we are unable to facilitate a rebate of Canadian Goods and Services Tax ("GST") for customers booking Canadian hotel accommodations utilizing our services

Hotel Cancellation Policy

We understand that sometimes plans change. Listed below are cancellation and change policies. Some policies may vary by property:

- a. We are offering an exceptionally low rate on this property. In order to do so, we must make this a non-refundable rate. If you choose to cancel this reservation, you will not be refunded any of the payment.
- b. Please contact our Customer Service department 9:00 a.m. to 5 p.m. Mo – Fri at 540 4914848 to inquire about cancellation and modification for this booking.
- c. In some instances, for high demand special events or peak seasonal dates (examples of high demand special events would be Super Bowl, Olympics, New Year's Eve in Times Square, to name just a few) many hotels may change the cancellation policies of the booking. If you are traveling during a special event or peak season, we recommend you contact Premiumtravel.biz to confirm the cancellation policies for your reservation.
- d. Cancellations or modifications to the reservation may be subject to Premiumtravel.biz cancellation fees in addition to fees charged by the property.
- e. Changes to dates, reduction in rooms or any other amendments are subject to fees based on the hotel's policy.
- f. No credits can be issued on unused room nights due to early departures.
- g. Stay extensions require a new reservation.
- h. To make changes or to cancel your booking, please call 540 491 4848.
- i. All refund requests must occur within 60 days of scheduled hotel check-out. Refunds for early departures, no-shows or cancellations are at the sole discretion of Premiumtravel.biz.

- j. We reserve the right to be indemnified by you in full against all loss, costs, damages, charges and expenses incurred by us as a result of any cancellation for any reason.

CAR BOOKINGS RULES AND REGULATIONS

Daily rates imply a 24 hour reservation period. Weekly rates imply a 5-7 day reservation period. You could be charged additional fees for cars returned at a different time or date from the original reservation.

Unlimited mileage rates have no restrictions on the number of miles you are allowed to drive if you have proof of a round trip ticket. However, certain geographical restrictions may still apply. Miles per day rates specify a maximum number of miles that you are allowed to accumulate. A per mile fee will be charged for any additional miles.

There may be minimum/maximum rental periods.

Rates given are for drivers over the age of 25. Renters over the age of 65 may want to contact the vendor to learn if there are any restrictions.

Additional drivers may incur additional fees.

Drivers Must:

- a. Meet age requirements
- b. Present a credit card in the driver's name
- c. Present a valid driver's license.

Other Restrictions:

Some rates may apply only to cars picked up within 24 hours of the arrival time shown on an airline boarding pass or ticket. If you require a pick up time outside of that timeframe, please contact the car rental agency to confirm they will honor your reservation.

If you are using a debit card, please check with the vendor or email us to determine if there are additional restrictions. Local residents may have additional restrictions.

Falsifying information may void company liability and you may be responsible for any damages or injuries that may incur.

AUTHORITY TO SEND COMMUNICATION

By approving this transaction you are authorizing Premiumtravel to send you communication in the form of email, postal mail, instant messaging, phone call and any other form of electronic or paper communication. These communications will be primarily for customer service and may include special offers from time to time.

COPYRIGHT AND TRADEMARK NOTICES

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DISPUTE RESOLUTION

Any dispute relating in any way to your visit to this Site shall be submitted to confidential arbitration in the State of Virginia. Before resorting to this alternative, we strongly encourage you to first contact us directly to seek a resolution by emailing us at info@Premiumtravel.biz.

Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

To the extent you have in any manner violated or threatened to violate the Site's intellectual property rights, Premiumtravel may seek injunctive or other appropriate relief in any state or federal court in the state of Virginia, and you consent to exclusive jurisdiction and venue in such courts.

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