

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION ABOUT LIMITATIONS OF LIABILITY AND RESOLUTION OF DISPUTES**

**EPS TERMS AND CONDITIONS**

We have tried to make these terms of use (the **Terms**) as easy to understand as possible by using plain English. To make it easier for you to follow, we have occasionally used definitions. When a definition is first used, you will be able to see it clearly in bold text. If we use it again in these Terms, it will appear with capital letters (unless it is a reference to we, us or our or you or your). In the Terms, the following words have the following meanings:

**Affiliate** means any of our marketing affiliates, including those through whose site you may have made the Booking;

**Customer Support Agent** means (i) our or one of our Group Member's customer support providers; or (ii) our Affiliates' customer support providers (including any persons acting on their behalf); or (iii) any persons acting as customer support providers on behalf of us or our Group Members;

**Booking** means your making of a Hotel Reservation;

**Group Member** means an entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with us, including Travelscape LLC (a Nevada limited liability company) and Vacationspot, SL (a Spanish registered company);

**Hotel Reservations** means the accommodation reservations, including those which are part of a package, made available by us and our Group Members from time to time; and

**we, us, our** means EAN.com L.P, a Delaware limited partnership;

**you, your** means the individual or corporate end customer browsing our Information or making Hotel Reservations.

The Terms tell you the terms on which you may:

- access the information about Hotel Reservations (**our Information**) we and our Group Members provide to our Affiliates and Customer Support Agents about the Hotel Reservations; and

- complete a Booking.

Please read these Terms carefully before you start to browse our Information and/or make a Booking. We recommend that you print a copy of these Terms for future reference.

By browsing our Information and/or making a Booking, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our Information, contact our Customer Support Agents or make any Bookings.

## **OTHER APPLICABLE TERMS**

These Terms also refer to additional rules and restrictions, including cancellation policies of suppliers of Hotel Reservations (**Rules**) which may apply to your Booking. These Rules will be made available to you prior to completion of the Booking and any Booking is made subject to the Rules as set out on the booking page. Please read these Rules carefully. If you are making a Booking on behalf of any other persons, you are responsible for bringing these Rules to the attention of such persons and advising them they will be bound by the same.

We retain the right, at our sole discretion, to deny access to our Information and Hotel Reservations at any time and for any reason, including, but not limited to, for breach of these Terms.

## **CHANGES TO THESE TERMS**

We may revise these Terms at any time by amending this page and will publish the updated version online from time to time.

Please check this web page each time you make a Booking to take notice of any changes we have made, as they are binding on you in relation to all matters except any Bookings made prior to the date of the last set of changes (see top right). The Terms that applied at the time you made the Booking will continue to apply to such Booking.

## **PURPOSE OF OUR INFORMATION**

Our Information is provided solely to assist you in gathering travel information, determining the availability of Hotel Reservations, making legitimate Bookings or otherwise communicating with our Customer Support Agents.

Unless we agree otherwise in writing, you may not use our Information for any other purpose.

## CONDITIONS OF MAKING A BOOKING

As a condition of making a Booking, you warrant that:

- you are at least 18 years of age;
- you have the authority to create a binding legal agreement with us and the relevant Hotel Reservation supplier(s);
- you will only make Bookings for you or for other persons for whom you have authority to make such Bookings (**Other Persons**);
- you will advise such Other Persons about these Terms (as updated by us from time to time) and any other applicable terms that apply to a Booking;
- all information supplied by you (including any information supplied on behalf of Other Persons) in respect of a Booking is accurate, complete and up to date; and
- you will comply with our Acceptable Use Policy set out below.
- use our Information for any commercial purpose;
- make any speculative, false, or fraudulent Bookings or any Booking in anticipation of demand;
- access, monitor or copy any of our Information using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- violate the restrictions in any robot exclusion headers on our Information or bypass or circumvent other measures employed to prevent or limit access to our Information;
- take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- deep-link to any portion of our Information (including, without limitation, the purchase path for any Travel Products) for any purpose without our express written permission; or
- "frame", "mirror" or otherwise incorporate any part of our Information into any other website without our prior written authorization.

## ACCEPTABLE USE POLICY

When accessing our Information you agree not to:

- use our Information for any commercial purpose;
- make any speculative, false, or fraudulent reservation or any reservation in

anticipation of demand;

- access, monitor or copy any content or Information using any robot, spider, scraper or other automated means or any manual process for any purpose without the express written permission of us and any supplier that owns such content or information;
- bypass or circumvent measures employed to prevent or limit access to our Information;
- take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- "frame," "mirror" or otherwise incorporate any part of our Information into any other website or application.

If your booking or account shows signs of fraud, abuse or suspicious activity, we or our suppliers may cancel any travel or service reservations associated with your name, email address or account, and close any associated accounts. If you have conducted any fraudulent activity, we and our suppliers reserve the right to take any necessary legal action and you may be liable for monetary losses to us and our suppliers, including litigation costs and damages. To contest the cancellation of a booking or freezing or closure of an account, please contact us.

### **THIRD PARTY LINKS**

Our Information may contain links to other sites and resources provided by third parties. Such links are provided for your information only and do not imply any endorsement of the material contained within such sites or resources.

We have no control over the contents of those sites or resources. In particular, we are not responsible for the privacy or other practices of such sites.

### **PAYMENT FOR YOUR BOOKING**

Upon submitting your Hotel Reservation request, you authorize us or one of our Group Members to facilitate Hotel Reservations on your behalf.

When you make payment for a Booking depends on whether you prepay for your Hotel Reservation (**Prepaid Booking**) or not, which will be notified to you prior to completion of your Booking.

Please note that taxes and fees vary between the two payment options. Tax rates and foreign exchange rates could change in the time between Booking and your actual use of the Hotel Reservation.

Coupons may be available but will always be subject to their own specific terms and conditions. If you wish to use a coupon, it can only be applied to Prepaid Bookings.

#### Prepaid Bookings (“Pay Now”)

Prepaid Bookings are paid for by you at the time of making the Booking. You authorise us to make the Booking for the total reservation price, which includes the Hotel Reservation rate, displayed by our Affiliate, plus any additional tax recovery charges, taxes, service fees, any applicable taxes on our services and any additional booking fee separately charged by our Affiliate.

If prepayment for your Booking is required or you choose to pay at the time of Booking, the total price will be charged to your credit card by: (1) Travelscape, LLC taking such payment on behalf of one of our Group Members and/or on behalf of the provider of the Hotel Reservation, (2) the travel service provider directly, or (3) an affiliate doing business on behalf of us or our Group Member.

#### Pay Later

If prepayment for your Booking is not required, you can choose to pay at the time you use the Hotel Reservation.

If you select this “pay later” option, the applicable Hotel Reservation supplier will take payment for the Hotel Reservation in the local currency at the time you use the Hotel Reservation.

#### Additional Information

Some bank and card companies charge their account holders a transaction fee when the card issuer and the merchant location (as defined by the card brand, e.g. Visa, MasterCard, American Express) are in different countries. The currency exchange rate, if applicable, and any transaction fee is determined solely by the bank or other agency processing the transaction. These fees may be applied by the card issuer as a charge to the cardholders account. When applied by the card issuer, the fees will be listed separately from the transaction amount on a credit or debit card statement. This means the amount listed on your credit or debit card statement may be a different figure than the figure shown on the billing summary page for a reservation booked on our Information. If you have any questions about these fees or any exchange rate applied to your booking, please contact your bank.

Some accommodation suppliers may require you and/or the Other Persons to

present a credit card or cash deposit upon check-in to cover additional expenses incurred during your stay. Such deposit is unrelated to any payment received by us for your Booking.

## **CANCELLATION OR MAKING CHANGES TO YOUR BOOKING**

The Rules will set out the applicable cancellation period during which you can cancel or make changes to your Booking (the **Cancellation Period**). In limited cases, some Bookings cannot be changed or cancelled after they are made and this will be indicated in the specific hotel's cancellation policy.

If permitted, you may cancel or change your prepaid Booking during the Cancellation Period but you will be charged the applicable cancellation or change fee as set out in the specific hotel's cancellation policy.

If you are allowed to cancel or make changes to your Booking but do not do so before the end of the Cancellation Period, you will be liable to pay a cancellation charge equal to applicable nightly Hotel Reservation rate(s), taxes or tax recovery charges (as applicable), service fees and any additional booking fee separately charged by our Affiliate (the **Cancellation Penalty**) whether or not you use the Hotel Reservation or not.

If you do not show for the first night of your Booking but plan to check-in for subsequent nights, you must confirm with our Affiliate no later than the date of the first night of your reservation. Failure to do so may result in your Booking being cancelled and you being charged the Cancellation Penalty.

## **GROUP BOOKINGS**

Please note that we cannot guarantee reservations for more than 8 rooms with any accommodation supplier for the same accommodation stay dates (**Group Booking**). If you make a Group Booking online, we may cancel such Group Booking and charge you any cancellation fee set out in the Rules. If you paid a non-refundable deposit in respect of your Group Booking, your deposit will be forfeited.

## **FRAUDULENT BOOKINGS**

If any Booking (including any associated payment cards) shows signs or is connected to any suspected fraud, abuse or suspicious activity, we or our Affiliate may cancel any Booking associated with your name or email address. In addition, we may verify (i.e. preauthorize) any credit card used for payment of a Booking. If you or the holder of any credit card used for payment of a Booking have conducted any fraudulent activity, we reserve the right to take any necessary legal

action and you and/or the card holder may be liable for our and our Group Member's losses, including litigation costs and damages. To contest the cancellation of a Booking, please contact our Affiliate.

## **PACKAGES**

If your Hotel Reservation has been provided to you in conjunction with another travel product (e.g. a flight) (a **Package** or a **Linked Travel Arrangement**), then the Affiliate who has provided this Package, or the first travel component of the Linked Travel Arrangement, to you, will be responsible for any changes or liabilities regarding that Package or Linked Travel Arrangement.

## **TAXES**

You acknowledge that, except as provided below with respect to tax obligations on the amount we retain for our services, we do not collect taxes for remittance to applicable taxing authorities. The accommodation suppliers invoice us for certain charges, including, where appropriate, tax amounts. The accommodation suppliers are responsible for remitting the applicable taxes to the applicable taxing jurisdictions. The tax recovery charges which we charge you on Prepaid Bookings represent the estimated taxes (e.g. sales and use, occupancy, room tax, excise tax, value added tax, etc) that we pay to the accommodation supplier for taxes due on the rental of the room. Taxability and the appropriate tax rate vary depending on the location. The actual tax amounts paid by us to the accommodation suppliers may vary from the tax recovery charge amounts, depending upon the rates, taxability, etc. in effect at the time of your actual use of the Hotel Reservation.

You acknowledge that we provide you services to facilitate the booking of Hotel Reservations for a consideration. We retain our service fees as compensation for servicing your Booking. Our service fees vary based on the amount and type of Hotel Reservation. Sales, use and/or local hotel occupancy taxes are imposed on the amounts that we charge for our services (service fee and/or facilitation fee) in certain jurisdictions. The actual tax amounts on our services may vary depending on the rates in effect at the time of your actual use of the Hotel Reservation.

You acknowledge that authorities in certain countries may impose additional sales, use and/or local hotel occupancy taxes (e.g., a tourist tax), which have to be paid locally. You are solely responsible for paying such additional taxes.

## **INTERNATIONAL TRAVEL**

You are responsible for ensuring that you meet any applicable foreign entry requirements and that your travel documents, such as passports and visas (transit,

business, tourist, and otherwise), are in order and any other foreign entry requirements are met.

By offering Hotel Reservations in particular international destinations, we do not represent or warrant that travel to such areas is advisable or without risk, and are not liable for damages or losses that may result from travel to such destinations. We recommend you check your country's foreign travel guidance for further details.

## **DISCLAIMER**

We and our Group Members will make reasonable efforts to update our Information to ensure its accuracy. However, our Information is provided by the suppliers of our Hotel Reservations. As such:

- our Information may be changed, enhanced, amended or deleted at any time, any non-availability or change may occur at any time without notice and without liability to us or our Group Members;
- we disclaim all liability for any errors or other inaccuracies relating to our Information, (including, without limitation, the pricing of Hotel Reservations, photographs of hotels, lists of hotel amenities and general hotel descriptions);
- we make no guarantees about the availability of specific Hotel Reservations;
- we make no representations about the suitability of our Information for any purpose;
- hotel ratings displayed in our Information are intended as general guidelines only and we and our Group Members cannot guarantee the accuracy of such ratings;
- the inclusion or offering of any Hotel Reservation does not constitute any endorsement or recommendation of such Hotel Reservation by us or our Group Members;
- disclaim all warranties and conditions that our Information, and services or any email sent from us, or our Group Members are free of viruses or other harmful components and all our Information; and
- services are provided "as is" without warranty of any kind.

We expressly reserve the right to correct any pricing errors and/or Bookings made under an incorrect price. In such event, if available, we will offer you the opportunity to keep your Booking at the amended price or you may cancel your Booking without penalty.

## **OUR LIABILITY TO YOU**



The hotels and other suppliers providing Hotel Reservations to us are independent contractors and not agents or employees of us, or our Group Members.

We and our Group Members are not liable for:

- the acts, errors, omissions, representations, warranties, breaches or negligence of any Affiliate or the suppliers of the Hotel Reservations; or
- for any personal injury, death, property damage, or other damages or expenses resulting there from.

We and our Group Members have no liability and will make no refund in the event of any:

- delay;
- cancellation;
- overbooking;
- strike;
- force majeure; or
- other causes beyond our direct control;

and we have no responsibility for any additional expenses, omissions, delays, re-routing or acts of any government or authority.

To the fullest extent permitted by applicable law, in no event shall we or our Group Members be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with:

- your access to our Information; or
- the delay or inability to access our Information (including, but not limited to, any computer viruses, information, software, linked sites, and Bookings);

whether based on negligence, contract, tort, strict liability, consumer protection law, or otherwise, and even if we or our Group Members have been advised of the possibility of such damages.

If, despite the limitation above, we or our Group Members are found liable for any loss or damage which arises out of or is in any way connected with any of the occurrences described above, then the liability of us, or our Group Members will in no event exceed, in the aggregate, the greater of:

- the Booking fee you paid to us, our Group Member or Affiliate in connection with the relevant Booking; or

- One Hundred Dollars (US\$100.00) or the equivalent in local currency.

We do not exclude or limit in any way our liability for anything which cannot be excluded by applicable law.

The limitation of liability reflects the allocation of risk between you and us.

The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose.

The limitations of liability provided in these Terms inure to the benefit of us and our Group Members.

## **INDEMNIFICATION**

You agree to defend and indemnify us, our Group Members and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- your breach of these Terms;
- your violation of any law or the rights of a third party; or
- your use of our Information.

## **INTELLECTUAL PROPERTY RIGHTS**

Our Information (including, but not limited to, price and availability of Hotel Reservations) is owned by us or our suppliers and providers.

Whilst we agree that you can use our Information to make limited copies of your travel itinerary and any other information relevant to your Booking, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services relating to and/or including the Hotel Reservations and our Information.

## **COPYRIGHT AND TRADEMARK NOTICES**

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## **APPLICABLE LAW**

Our Information is made available by a U.S. entity and these Terms are governed by the laws of the State of Washington, USA. You hereby consent to the exclusive jurisdiction and venue of courts in King County, Washington, USA, in all disputes arising out of these Terms or relating to the use of our Information. Use of our Information is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms.

## **DISPUTES**

We and our Group Members are committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. If we are unsuccessful, you may pursue claims as explained in this section.

You agree to give us an opportunity to resolve any disputes or claims relating in any way to our Information, Bookings, any dealings with our Customer Support Agents, any Hotel Reservations, or any representations made by us (**Claims**) by contacting us through the customer service details provided to you at the time of booking. If we are not able to resolve your Claims within 60 days, you may seek relief through arbitration or in small claims court, as set forth below.

Any and all Claims will be resolved by binding arbitration, rather than in court, except you may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims you assert against us, our subsidiaries, travel suppliers or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Terms, regardless of whether prior versions of these Terms required arbitration.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and

must follow and enforce these Terms as a court would.

Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA Consumer Rules. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, except as provided in this section. If your total Claims seek less than \$10,000, we will reimburse you for filing fees you pay to the AAA and will pay arbitrator's fees, unless the arbitrator determines your Claims are frivolous. You may choose to have an arbitration conducted by telephone, based on written submissions, or in person in the state where you live or at another mutually agreed location.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to "Expedia Legal: Arbitration Claim Manager," at Expedia, Inc., 1111 Expedia Group Way West, Seattle, WA 98119. If we request arbitration against you, we will give you notice at the email address or street address you have provided. A party requesting arbitration must also provide a copy of the request to the AAA, at Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 or online at [www.adr.org](http://www.adr.org) or at any AAA office.

Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court rather than in arbitration we each waive any right to a jury trial. The Federal Arbitration Act and federal arbitration law apply to this agreement. An arbitration decision may be confirmed by any court with competent jurisdiction.

## **GENERAL**

You agree that no joint venture, partnership, or employment relationship exists between you and us or our Group Members as a result of these Terms or your access to our Information.

You acknowledge that Travelscape, LLC or VacationSpot, SL (or any other Group Member as we designate) shall be treated by any tax authority in any pertinent jurisdiction as the supplier of the Hotel Reservation for Prepaid Bookings and Packages for VAT (Value Added Tax) purposes as applied by Directive 2006/112/EC.

Our performance of these Terms are subject to existing laws and legal process, and nothing contained in these Terms limit our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of our Information or information provided to or gathered by us with respect to such use.

We may transfer our rights and obligations under these Terms to another

organisation but this will not affect your rights or our obligations under these Terms. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of our Information within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

If any part of these Terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of these Terms at any time does not waive our right to enforce the same or any other provisions in the future.

These Terms (and any other terms and conditions referenced herein) constitute the entire agreement between you and us with respect to our Information and any Bookings and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us with respect to our Information and/or Booking. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Fictitious names of companies, products, people, characters, and/or data mentioned in our Information are not intended to represent any real individual, company, product, or event.

Any rights not expressly granted herein are reserved.

## **OUR DETAILS**

Travelscape LLC is a registered seller of travel in each of the states listed below:

- California registration number: 2083930-50
- Florida registration number: ST36407
- Iowa registration number: 677
- Nevada registration number: 20020759
- Washington registration number: 602-617-174

Registration as a seller of travel in California does not constitute the state's approval.

New York State Tax Registration:

Travelscape's (d/b/a Expedia Travel) New York sales tax vendor registration number is 880392667 and its New York City hotel occupancy tax registration number is 033960.

Please click here for additional information:

[New York State Certificate of Authority](#)

[New York City Certificate of Authority](#)

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