

## **TERMS & CONDITIONS FOR USE OF THIS WEBSITE**

Use of this web site constitutes your acknowledgement that you have read, and agree to, the terms and conditions of use presented herein. If you do not agree to any part of these terms and conditions, you must not access or use this site in any way.

The contents of this site are for personal use only. You may only use this site and its attendant services to make legitimate reservations and purchases. You agree that you will not use this site to make false or fraudulent or speculative reservations or purchases.

Much of the information on this site is supplied by third party providers, and we accept no responsibility for errors, omissions, inaccuracies or misleading statements which may appear anywhere on this site, whether or not they were supplied by third party providers.

The cruise lines, airlines, hotels, tour operators, and other travel suppliers on this site are third party providers, and we have no control whatsoever over their actions or inactions. We are not responsible for third party failure to perform, breach of contract, or any action, intentional or negligent, which results in any loss, injury, delay or damage to you or your property or to anyone traveling with you, or to the property of that party. We cannot and do not guarantee third party provider reservations, timeliness, employee conduct, or the performance of scheduled flights, cruises or tours, or the availability of hotel rooms or rental cars. You acknowledge that upon receipt of fare by third party provider, provider accepts the passenger subject to the terms of the provider contract. You acknowledge and agree that our liability for damages incurred by you or anyone else from loss or damage to property or from bodily injury or death or otherwise is limited to the gross amount paid by you to us and that we shall not be liable to you for any special, consequential and/or punitive damages resulting from either our or a third-party's negligence, gross negligence, breach of contract, fraud, or any other cause whatsoever. You also agree to waive any claims for damages which you otherwise might be entitled to assert against us for damage to or loss of property or for death or bodily injury when the damages are covered by insurance, and further agree that no insurance company or any other third party shall ever become entitled to assert any claim you have against us by subrogation, assignment, or otherwise.

After purchase, a confirmation will be emailed within 72 hours. This confirmation constitutes your acknowledgement that you have read, and agree to, the terms and conditions of use presented herein. This confirmation contains the entire agreement between the parties and supersedes any and all prior confirmations or understandings between the parties on all subjects in any way related to the transaction or occurrence described in this confirmation. No oral understandings,

statements, promises or inducements contrary to or inconsistent with the terms of this confirmation exist. This confirmation is not subject to any modification, waiver, or addition that is made orally. This confirmation is subject to modification, waiver or addition only by means of a new confirmation that will be emailed to the passenger of record within 72 hours of any agreed upon change.

We do not warrant the contents of this site as to accuracy, non-infringement, merchantability, completeness or fitness for a particular purpose. All warranties thereof, either express or implied, are disclaimed. In no event shall we be liable for any loss, damage, injury, claim or any special, punitive or consequential damages of any kind arising from use of this site, even if we have been advised of the possibility of such damages. In the event that your state does not allow the exclusion or limitation of implied warranties or the exclusion or limitation of incidental or consequential damages, the above exclusions may not apply to you.

This agreement shall be governed by the laws of the state of Michigan, and you agree to submit to the exclusive jurisdiction of the state and federal courts in Oakland County, Michigan in all contingencies and disputes arising from your use of this site.

We reserve the right to change any aspect of this site, or to modify, add, or cancel any of these terms and conditions. You agree to abide by whatever terms and conditions are in effect at the time of your use.

We reserve the right to restrict or terminate your access to this site if, in its sole discretion, we believe user conduct violates any applicable law or is harmful to us or to any third-party provider.

If any provision of these terms and conditions is found to be unenforceable, such provision shall still be enforced to the fullest extent of applicable law and shall not affect the enforceability of the remaining provisions.

The foregoing terms and conditions represent the entire agreement between you and us.

Thank you for trusting us with your travel plans.