

BONOTEL EXCLUSIVE TRAVEL'S GENERAL TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS SHALL SUPPLEMENT THE CUSTOMER AGREEMENT BETWEEN BONOTEL EXCLUSIVE TRAVEL (“**BONOTEL**”) AND YOU (“**CUSTOMER**”). BY ACCESSING BONOTEL'S WEBSITE AND/OR BONOTEL'S DIRECT CONNECT XML INTERFACE, CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

1. **Applicability.** All bookings made through Bonotel are subject to the terms and conditions stated herein.
2. **Rates.** All rates quoted are confidential, net non-commissionable, in U.S. Dollars and include all applicable taxes. Until a booking is confirmed by the Supplier, rates are subject to increase due to factors beyond Bonotel's control, including, but not limited to, tax increases, previously unknown blackout dates, holidays, and/or special events. Bonotel reserves the right to change rates as a result of the foregoing. Customer shall not be entitled to any refund or rebate in the event that Bonotel's rate is higher than a Supplier's official rack rate. As used in these Terms and Conditions, the term “**Supplier(s)**” shall mean the hotels, restaurants, tour operators, shows, and any other unaffiliated third parties for whose services Bonotel provides booking access.
3. **Booking Errors.** Bonotel reserves the right to cancel any booking due to clerical or technical errors beyond Bonotel's control, including, but not limited to, misinformation provided to Bonotel by a Supplier. In the event that a booking is canceled pursuant to this Section 3, Bonotel shall refund all monies paid for the affected booking.
4. **Canceled Inclusions.** Bonotel is not liable in the event that, after booking confirmation, a Supplier cancels a service that was to be included (e.g., breakfast). No refunds will be given in the event of any such cancellation or non-use by the guest.
5. **No Agency.** Bonotel is an independent, third-party and is not an agent of, joint venture with, or partner in any capacity with the Suppliers. Bonotel does not own, control, or manage any Supplier. Furthermore, nothing contained in these Terms & Conditions, or through access and use of Bonotel's website and/or Direct Connect XML Interface, may be construed as creating any agency, partnership, or joint venture relationship between Bonotel and Customer
6. **No Liability.** Bonotel shall not be liable for, and Customer releases Bonotel from any and all liability for injury, damages, or losses, arising from or related to the actions of a Supplier. Bonotel recommends that Customer's and/or their end-user guests purchase appropriate insurance.
7. **Force Majeure.** Bonotel shall not be held responsible for the consequences of Acts of God, fire, severe weather conditions, unavoidable accidents, theft, labor disputes, public commotion, war, or any other circumstance beyond Bonotel's control.
8. **Special Policies and Bookings.** For any special bookings, including, but not limited to, triple and quad occupancies, children policies, wedding packages, sightseeing tours, national park accommodations, etc., the individual booking policies of the Supplier shall apply and govern. Please see individual Supplier terms and conditions for full details.
9. **Group Bookings.** Group bookings are generally considered to be ten (10) rooms or more. Bookings for more than nine (9) rooms (some Suppliers may consider a lesser number of rooms a group booking) should be addressed to Bonotel's group department at groups@bonotel.com.
10. **Changes to Confirmed Bookings.** Bonotel reserves the right to deny any kind of change or modification to an existing booking. No change to a booking shall be effective until Customer received written confirmation of the change from Bonotel. Customer acknowledges and confirms that individual Suppliers' cancellation policies may change over time and Customer bears full responsibility for any cancellation charges that may apply at the time of cancellation even if they differ from those at time of booking. Please refer to the individual Suppliers' change and cancellation policies. In addition to any fees assessed by a Supplier, a fee of Twenty-Five U.S. Dollars (\$25.00) will be charged by Bonotel for any changes that Bonotel is requested to make to an existing booking and a fee of Thirty Dollars (\$30.00) will be charged for any refunds issued.

11. **Post-Arrival Adjustments to Bookings.** Any adjustment requests must be submitted to Bonotel no later than ninety (90) days from guest's departure date. Any adjustments submitted after ninety (90) days will not be considered.
12. **Amendments.** These Terms and Conditions are subject to change without notice to Customer. Customer's continued access and use of Bonotel's website and/or Direct Connect XML Interface shall constitute and be construed as Customer's continued and ongoing agreement to these Terms and Conditions.
13. **No Waiver.** No failure by Bonotel to require Customer's strict performance of any provision of these Terms and Conditions at any time shall be deemed a waiver of such provision nor shall it affect Bonotel's right thereafter to enforce and require strict compliance with each and every provision herein.
14. **No Third Party Rights.** No provision of these Terms and Conditions is intended nor shall be interpreted to provide or create any third party beneficiary rights. All provisions hereof shall be solely between and for the benefit of Bonotel and Customer.
15. **Travel Restrictions.** Customer acknowledges that travel restrictions may exist for locations for which Bonotel provides Services. It is Customer's sole responsibility ensure that Customer's clients comply with all applicable governmental or other travel restrictions to or within a particular country. Bonotel shall not be responsible and shall not refund any Bookings that are cancelled for failure to comply with governmental or other imposed travel restrictions.