

## **TERMS & CONDITIONS :-**

Welcome to the TRAVEL GUIDE website (the "Website"). This Website is provided solely to assist customers in gathering travel information, determining the availability of travel-related goods and services, making legitimate reservations, and for no other purposes. The terms "we", "us", "our" and "TRAVEL GUIDE INC" refer to TRAVEL GUIDE, an Ontario corporation, its subsidiaries and affiliates. The term "you" refers to the customer visiting the Website and/or booking a reservation through us on this Website, or through our branches, or through our customer service agents.

This Website is offered to you conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below (collectively, the "Agreement"). By accessing or using this Website in any manner, or by booking any travel products or services through the Website or through our branches, or through our customer service agents, you agree to be bound by this Agreement. Please read the Agreement carefully. If you do not accept all of these terms and conditions, please do not use this Website or make bookings through this Website or through our branches, or through our customer service agents. Be sure to return to this page periodically to review the most current version of the Agreement. We reserve the right at any time, at our sole discretion, to change or otherwise modify the Agreement without prior notice, and your continued access or use of this Website signifies your acceptance of the updated or modified Agreement.

### **1. TRAVEL GUIDE Services :-**

TRAVEL GUIDE is a private company. TRAVEL GUIDE is not associated with any Canadian or foreign government offices or embassies. TRAVEL GUIDE is not responsible for the granting or denying of documents. TRAVEL GUIDE acts only as agents for the travelers in making arrangements for services provided by third parties, such as airlines, hotels, buses or other transportation suppliers in connection with TRAVEL GUIDE's travel packages (hereinafter "Service Providers"). Our Website displays information about travel locations, airfares, travel agents' locations, flight times and dates, tours, packages, insurance, cruises, transportation, foreign currency, schedules, travel companies and many other things. Although TRAVEL GUIDE uses best efforts to ensure the information supplied to TRAVEL GUIDE by the Service Providers is correct and up to date, you agree that TRAVEL GUIDE is not liable for the accuracy of such information. Many of the services which made up your travel booking are provided by Service Providers. Service Providers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you. TRAVEL GUIDE accepts no responsibility for information supplied to us by third parties including the Service Providers. TRAVEL GUIDE recommends that you confirm all information contained on or linked from our Website with the Service Providers. The details of the prices, packages, tours, flights and other information displayed on the Website are subject to change without notice. The travel products and services described on the Website are subject to availability. It should be noted that all documents issued to travelers are nontransferable. Such documents may include but are not limited to, visas, airline tickets, hotel vouchers, tour vouchers, or any other document used to confirm an arrangement with a Service Provider. Such documents may also be subject to conditions such as, but not limited to, being non-refundable, non-date-changeable and subject to cancellation or amendment fees. It is your responsibility to familiarize yourself with these conditions. If for any reason, any Service Provider is unable to provide the services for which you have contracted, your remedy lies with that Service Provider, and not against TRAVEL GUIDE.

In the event TRAVEL GUIDE received payment by credit card, you agree that you will not seek to chargeback or recover your payment or any other losses from TRAVEL GUIDE.

Unless otherwise expressly agreed to by TRAVEL GUIDE in writing, you are responsible for obtaining all passports, visa and health information required.

## 2. Use of the TRAVEL GUIDE Website :

As a condition of your use of this Website, you warrant that (i) you are at least 18 years of age; (ii) you possess the legal authority to create a binding legal obligation on behalf of yourself and any other travelers you have included in your booking; (iii) you will use this Website in accordance with this Agreement; (iv) you will only use this Website to make legitimate reservations for you or for another person for whom you are legally authorized to act; (v) you will inform such other persons about the terms and conditions that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto; (vi) all information supplied by you on this Website is true, accurate, current and complete, and (vii) if you have a TRAVEL GUIDE account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you. We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of this Agreement.

### No Copy, Distribution, or Sale :-

You may download, display, or print one (1) copy of any portion of the content displayed on this Website (the "Content"). If you do so, you may not modify the Content in any way, and you must reproduce the TRAVEL GUIDE copyright notice (or the Service Provider's notice as applicable) in the form:

© 2018 TRAVEL GUIDE- All Rights reserved as displayed on the relevant page(s) that you might copy.

### Except as provided above, you may not :-

- Copy, reproduce, upload, post, display, republish, distribute, transmit, any part of the Content in any form whatsoever;
- Use a frame or border environment around the Website, or other framing technique to enclose any portion or aspect of the Website, or mirror or replicate any portion of the Website;
- Modify, translate into any language or computer language, or create derivative works from, any Content or any part of this Website;
- Reverse engineer any part of this Website; or
- Sell, offer for sale, transfer, or license any portion of the Website in any form to any third party

### Other Limitations :-

Unless otherwise provided within these Terms & Conditions, or unless specific applicable law requires TRAVEL GUIDE to allow you to do so, you may not do any of the following without the prior written consent of TRAVEL GUIDE:

- Use the Website other than to make legitimate reservations or bookings;
- Use the Website to make any false, fraudulent or speculative reservation, or any reservation in anticipation of demand;
- Imply in any fashion that TRAVEL GUIDE is endorsing your products or services;
- Place false or misleading information on the Website,
- Post or transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law; or for any other purpose that is unlawful or prohibited by these Terms & Conditions.
- Use or access the Website in any way that, in our reasonable judgment, adversely affects the performance or function of the Website, or any other computer systems or networks used by TRAVEL GUIDE, other Website users or members;
- Upload or transmit to the Website or use any device, software or routine that contains viruses, Trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere or attempt to interfere with, intercept, the normal operation of our Website, or appropriate the Website or any system, or take any action that imposes an unreasonable load on our computer equipment, or that infringes upon the rights of a third party;
- Use any device, software, or routine that interferes, or attempts to interfere, with the normal operation of our site, or take any action that impose an unreasonable load on our equipment; or
- Disguise the origin of the information transmitted through

#### **Member ID and Password :-**

Access to certain areas of the Website is only available to registered members. To become a registered member, you are required to answer a limited number of mandatory questions. Answers to additional questions are optional. You represent and warrant that all information you supply to us about yourself and others, including email addresses, are true, valid and accurate, and that you have the right to supply us with such information.

#### **Termination :-**

TRAVEL GUIDE, in its sole discretion, may, at any time and without advance notice or liability, terminate or restrict your access to all or any component of our Website, even if access continues to be allowed to others. Upon such termination or suspension, you must immediately discontinue use of the Website, and destroy any copy you have made of any portion of the Website. Accessing the Website after such termination, suspension, or discontinuation shall constitute an act of trespass. TRAVEL GUIDE shall not be responsible to you to such suspension or termination. TRAVEL GUIDE may also, at any time, change or impose fees for certain services, or establish or change general practices and limits concerning certain services.

#### **3. Privacy and Security :-**

Your use of the Website is subject to our Privacy Policy. You agree that you have read our Privacy Policy, and it is reasonable and acceptable to you. Your acceptance of these Terms and Conditions is also your consent to the information practices in our Privacy Policy.

#### **4. Disclaimer :-**

TRAVEL GUIDE does not warrant or represent that the content of the TRAVEL GUIDE Website or promotional material is accurate, up-to-date or complete, nor that it does not infringe the rights of others. TRAVEL GUIDE is providing the Website, the promotional material and its contents on an "as is" basis. TRAVEL GUIDE makes no representations or warranties of any kind with respect to the Website, the promotional material, its contents or any of the products or services supplied by TRAVEL GUIDE. To the maximum extent permitted by law, TRAVEL GUIDE disclaims all implied representations and warranties including, without limitation, implied warranties that TRAVEL GUIDE products and services offered will be of merchantable quality, fit for any purpose or will comply with any descriptions on the TRAVEL GUIDE Website or promotional material. To the extent permitted by law, you release TRAVEL GUIDE from all liability, cost, damages, claims and expenses (including direct, indirect, special and consequential loss or damage whether in negligence or otherwise) arising out of the supply or failure to supply or use or non-use of the third party products or services.

TRAVEL GUIDE does not represent or warrant that this Website, the server that makes it available or any TRAVEL GUIDE products or services supplied through this Website will be free of errors, viruses or defects. Your access and use of this Website is subject to factors beyond TRAVEL GUIDE control. TRAVEL GUIDE does not warrant that this Website or the products and services offered via this Website will meet your requirements or that the service will be uninterrupted or timely. TRAVEL GUIDE will use our best endeavors to make this Website secure and have implemented technology for this purpose. However, because of the nature of the internet, TRAVEL GUIDE does not warrant that this Website will be secure. To the maximum extent permitted by law, neither TRAVEL GUIDE nor any of our officers, employees, shareholders or other representatives will be liable in damages or otherwise in connection with your use of or inability to access this Website or the purchase and use of any products and services supplied via this Website or any breach of any warranties that may be implied by law. This limitation of liability applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property, personal injury and claims of third parties. In the event that the TRAVEL GUIDE Website fails to operate or causes you loss or damage, your sole remedy is the refund of any money that you paid to TRAVEL GUIDE to use this Website.

If applicable, hotel ratings stated on the TRAVEL GUIDE Website or promotional material (without limitation includes photographs, list of hotel amenities, descriptions of property, etc.) are provided by the respective Service Providers. These hotel ratings are general guidelines and TRAVEL GUIDE cannot guarantee their accuracy. The promotional material is to be used as a general guide and the ratings and hotel information may be amended periodically by the respective Service Providers to keep current. Please be advised that during the peak Hajj season the Service Providers accommodate a large number of pilgrims and consequently the quality of service indicated by their respective ratings may suffer. All Service Providers are independent contractors, not TRAVEL GUIDE affiliates or agents. TRAVEL GUIDE is not liable for the actions, omissions, errors, representations, warranties, negligence, breach of contract, personal injuries, death, property damage, or any other damages or expenses resulting from Service Providers. TRAVEL GUIDE has no liability and will not refund due to delay, cancellation, overbooking, strike, force majeure, terrorism, and any other causes that are beyond TRAVEL GUIDE's direct control or from any loss or damage resulting from improper passport, visas or other documents. TRAVEL GUIDE has no control and is not responsible for any additional expenses, delays, omissions, re-routing, or acts of interference by any government or legal authorities. TRAVEL GUIDE is not responsible for any traveler missing any part of the program due to no fault of TRAVEL GUIDE, and in such event, the traveler shall be responsible for any additional expenses incurred for the traveler to rejoin the tour. TRAVEL GUIDE will not make any changes after departure and will not redeem any part of the payment for any services rendered unutilized.

TRAVEL GUIDE is not responsible for any traveler(s) missing any part of the program due to no fault of TRAVEL GUIDE, and in such event, the traveler(s) shall be responsible for any additional expenses incurred for the traveler(s) to rejoin the tour. TRAVEL GUIDE will not make any changes after departure and will not redeem any part of the payment for any services rendered unutilized.

#### Shipping and Handling of Documents

For a nominal charge, TRAVEL GUIDE will use DHL, FedEx or UPS to return your documents unless you send TRAVEL Guide pre-paid completed label for the courier of your choice excluding CANADA POST, to use for the return of your documents. TRAVEL GUIDE is not responsible for any delays, loss or damages resulting from the return of your documents by DHL, FedEx, UPS, or any other courier services.

#### **5. Safety :-**

Please be aware that during your participation in packages operated by TRAVEL GUIDE, certain risks and dangers may arise beyond our control, including but not limited to: the hazards of traveling in undeveloped areas; travel by boat, train, automobile, aircraft, or other means of transportation; the forces of nature; political unrest; acts of lawlessness or terrorism; and accident or illness in remote regions without means of rapid evacuation or medical facilities. TRAVEL GUIDE will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. While TRAVEL GUIDE will use its best efforts to ensure the adequate measures are taken, by agreeing to participate in a package and/or optional excursions you agree that you will hold TRAVEL GUIDE harmless regarding any provision of medical care or the adequacy of any care rendered.

#### **6. Insurance :-**

Many of the problems for which TRAVEL GUIDE cannot be held responsible for can be insured against. TRAVEL GUIDE highly recommends that you purchase third party insurance to provide adequate cover for medical expenses, personal accident, loss of baggage and curtailment or cancellation of trip. Individuals are responsible to finance on the spot medical treatment and other contingencies, and then to reclaim this from their own insurance, if covered. You will be required to provide documentation to the insurance company to facilitate a claim. Please note that there are exclusions to coverage of insurance. Insurance has to be purchased and paid for in full as soon as the booking is made to become effective. To the extent permitted by law, you release TRAVEL GUIDE from all liability, cost, damages, claims and expenses (including direct, indirect, special and consequential loss or damage whether in negligence or otherwise) arising out of any loss of baggage.



## 7. Reservation / Deposits / Fees :-

TRAVEL GUIDE accepts cheques, money orders, Visa, MasterCard, and Cash. Your payment is not deemed made until it is received by TRAVEL GUIDE. Please be advised that a 4% surcharge applies to all payments made by credit card.

For our Hajj packages:

**Deposit Amount:** Minimum but not limited to \$3,000.00 CAD per person

**Second Installment Amount:** Minimum but not limited to half of the remaining balance

**Final Installment:** All remaining balances owed on your account

### Payment Schedule for booking before January 31st, 2020:

- Deposit is due upon registration
- Second installment is due 60 days from the deposit payment date
- Remaining balance (full payment) is due no later than by June 1st 2020

### Payment Schedule for booking after January 31st, 2020:

- Deposit of 30% of the total invoice is due upon signing up
- Second installment: Minimum but not limited to half of the remaining balance is due 30 days from the deposit payment date
- Remaining balance: All remaining balances owed on your account are due no later than by June 1

### Payment Schedule for booking on or after May 31st, 2020 Full Payment is due immediately upon booking.

For all other travel (including Umrah travel):

**Deposit Amount:** 25% of full package price due 150 days prior to departure.

**Second Installment Amount:** Next 25% of full package price due 120 days prior to departure.

**Balance:** 50% of full package price due 90 days prior to departure.

Your booking is not confirmed until the Deposit is received by TRAVEL GUIDE and you receive written confirmation of your booking from TRAVEL GUIDE. Your reservation may be automatically canceled if payments are not received by TRAVEL GUIDE by the applicable deadlines above. Special conditions may apply to the prices set out on the Website. To determine such conditions, you must contact TRAVEL GUIDE or the relevant Service Provider. Please review and verify your booking invoice thoroughly and contact your travel agent or TRAVEL GUIDE immediately if your invoice appears to be incorrect or incomplete, as it may not be possible to make changes later. Please be advised that once your documents have been processed for visa by our office, there will be NO refunds available for the package(s) you have purchased. All fees imposed by the Kingdom of Saudi Arabia, including Hajj and Umrah fees or related to the ritual animal sacrifice, are separately charged and not included in any package or programs.

## 8. Cancellation :-

After booking a package, all cancellation requests must be received by TRAVEL GUIDE in writing. You acknowledge and understand that TRAVEL GUIDE incurs significant expenses and losses if a traveler cancels a booking. You expressly understand that the following cancellation fees will apply and be strictly enforced by TRAVEL GUIDE:

For any written cancellation received by TRAVEL GUIDE:

### **For Umrah :-**

- (a) At least ninety (90) days before scheduled departure date: \$500 CAD per person cancellation fee
- (b) At least sixty (60) days before scheduled departure date: \$1,500.00 CAD per person cancellation fee
- (c) Less than sixty (60) days before scheduled departure date: no refund will be provided on any reservation

### **For Hajj :-**

- (d) The initial deposit per person (\$3000.00 CAD) is non-refundable.
- (e) Any cancellation before May 31st, 2020: is a 50% of the total invoice cancellation fee.
- (f) Any time after June 1st, 2020: is a subject of a 100% cancellation fee.

In addition to the above-noted cancellation fees, airfare purchases are non-refundable, and any such amounts shall not be reimbursed to any traveler canceling a booking.

#### **9. Travelers Who Need Special Assistance :-**

You must report to TRAVEL GUIDE in writing any disability requiring special attention while traveling at the time the reservation is made. TRAVEL GUIDE will make reasonable attempts to accommodate the special needs of disabled travelers but is not responsible in the event it is unable to do so nor is it responsible for any denial of services by Service Providers. TRAVEL GUIDE regrets that TRAVEL GUIDE cannot provide individual assistance to a traveler for walking, dining, getting on and off buses and other vehicles, or other personal needs. A qualified and physically able companion must accompany travelers who need such assistance and must assume full responsibility for their well-being; if such a companion is not available for the traveler, TRAVEL GUIDE may, in its discretion, cancel the reservation and return the full deposit of the traveler.

#### **10. Young Travelers :-**

Travelers who are less than 18 years old on the departure date must be accompanied by an adult throughout the duration of the trip. For any special requirements regarding airline tickets for children, contact your airline directly. If a child will be traveling with adults other than the parents or with only one parent, it is recommended that a notarized letter be written by the parents or non-traveling parent granting authorization to travel, including the dates of travel. TRAVEL GUIDE suggests that you also contact the appropriate consulate and airlines because they may have additional requirements or recommendations.

#### **11. Mandatory Negotiation, Mediation and Arbitration of disputes; Waiver of Jury Trial and Punitive Damages :-**

In the event of any controversy or claim arising out of or relating to this contract, or the breach thereof, the parties here to shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If they do not reach a settlement within a period of 60 days, then either party may, by written notice to the other party, demand mediation in London, Ontario exclusively, before a mediator mutually agreed upon by the parties. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this contract shall be finally resolved by arbitration administered by the Canadian Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitration will be conducted in the English language in the city of London, Ontario, in accordance with the Canadian Arbitration Act. There shall be three arbitrators, named in accordance with such rules. Except as may be required by law or to the minimum information necessary for entry of judgment, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all/both parties.

To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to the Agreement 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. In any case, TRAVEL GUIDE shall not be liable for other than compensatory damages. Additionally, you hereby waive any right to punitive damages. All parties agree to irrevocably waive their respective rights to a jury trial of any cause of action, claim, counterclaim, or cross-complaint in any action or proceeding and/or hearing brought by either party against the other on any matter whatsoever arising out of these Terms & Conditions or any agreement between you and TRAVEL GUIDE.

In the event that the arbitration clause contained herein is deemed invalid by a court of law, each party agrees that any suit, action or proceeding arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in the County of London, Province of Ontario. Each party waives any objection which it may have now or hereafter to the laying of the venue in the County of London, Province of Ontario of such action or proceeding and irrevocably submits to the personal jurisdiction of any such court in any such suit, action or proceeding.

**12. General :-**

If any of these Terms & Conditions is invalid or unenforceable, only the portions of the provisions deemed invalid or unenforceable will be struck out, and the remaining provisions will remain in force. Accessing or using this Website in any manner or booking any travel products or services through the Website or through our branches, or through our customer service agents, is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph. Headings are for reference purposes only. Notwithstanding any other provision contained herein, if TRAVEL GUIDE does not act in relation to a breach by you or others of these Terms & Conditions, this does not waive TRAVEL GUIDE's right to act with respect to subsequent or similar breaches. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties. No person, other than an authorized representative of TRAVEL GUIDE by a document in writing, is authorized to vary, add, or waive any term or condition set forth in the preceding provisions. This Agreement shall be governed by the laws of the Province of Ontario, without regard to the conflicts of laws provisions therein.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and TRAVEL GUIDE and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and TRAVEL GUIDE. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

BY SIGNING BELOW OR CLICKING THE REGISTER BUTTON ON THE WEBSITE OR BY NOT CANCELING THE RESERVATION WITH TRAVEL GUIDE, YOU, THE TRAVELER OR ARRANGER, CONFIRM THAT YOU HAVE READ AND AGREE TO THE TERMS & CONDITIONS ABOVE. YOU ALSO ACKNOWLEDGE THAT YOU FULLY UNDERSTAND THE PACKAGE WHICH YOU ARE PURCHASING AND ALL TERMS & CONDITIONS THAT APPLY.

**Client/Traveler or Arranger Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_