

## **Pavlus Travel & Cruise Strongly Recommends the Purchase of Insurance & Trip Protection**

### **General Terms and Conditions**

Our site information has been secured from a variety of travel companies and other sources. We can not independently call or verify the accuracy of our travel supplier's information and we can not warrant their accuracy or completeness. All information, prices, availability are subject to change without any notice. For purposes of planning your vacation, we recommend you utilize this Web Site as a starting point for your travel planning and that all material facts published be confirmed with a travel consultant or directly with the travel supplier prior to making any definite travel plans or placing a deposit which may be non-refundable in some cases. Many travel suppliers also enact a monetary penalty for canceling or changing certain reservations. The travelers are subject to the terms, conditions and availability of each independent travel supplier within this Web Site. Pavlus Travel & Cruise, Inc. is not responsible for any typographical errors, incorrect prices or price changes or offer withdrawals without notice listed on this website or any content of a travel reservation.

All Cruise, Hotel, Tours and every other accommodation other than airline fares are based on double occupancy & availability. Cruise prices are cruise only and do not include port charges or any airfares.

All discounts provided directly by Pavlus Travel & Cruise, Inc., are based on the actual cash value paid for the discounted travel, after any coupons, discounts or any other type of price reduction offers are claimed by a consumer or provided by any travel supplier. Taxes, government fees of any type, security charges or other miscellaneous charges imposed are not eligible for any discount.

Tours sold outside of the United States of America are subject to sale in the local currency of that country. All Canadian Tours are sold in Canadian currency. Any discount amounts from Canadian Tours will be applied in local currency. There may be different discount amounts in each country for similar or exact same tours.

### **Consumer Disclosure Notice**

#### **IMPORTANT TOUR & CRUISE INFORMATION & OUR BOOKING POLICIES**

**Please Read This Notice. It Constitutes Part Of Your Contract For Travel Related Services.**

Pavlus Travel & Cruise, Inc., is acting as a mere agent for SUPPLIERS (identified on the accompanying documents and pages of this Web Site) in selling travel related services, or in accepting reservations or bookings for services that are not directly supplied by this travel agency (such as air and ground transportation, hotel accommodations, meals, tours, cruises, etc.)

This agency, therefore, shall not be responsible for breach of contract of any intentional or careless actions or omissions on part of such suppliers, which result in any loss, damage delay, or injury to you or your traveling companions or group members. Unless the term "guaranteed" is specifically stated in writing on your tickets, invoice, or reservation itinerary, we do not guarantee any of such suppliers' rates, bookings, reservations, connections, scheduling, or handling of personal effects and luggage.

Travel agent shall not be responsible for any injuries, damages, or losses caused to any traveler in connection with terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climatic conditions, abnormal conditions or developments, or any other actions, omissions, or conditions outside the travel agent's control.

Traveler assumes complete and full responsibility for, and hereby releases the agent from, any duty of checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety and security and security conditions of such destinations, during the length of the proposed travel. For information concerning possible dangers at international destinations, contact the possible dangers at international destinations; contact the Travel Advisory Section of the U.S. State Department, 202 647-5225.

For medical information call the U.S. Center for Disease Control (CDC), 404 332-4559. By embarking upon his/her travel, the traveler voluntarily assumes all risks involved in such travel, whether expected or unexpected. Traveler is hereby warned of the above risks as well as possible travel industry bankruptcies and medical and climatic disruptions, and is advised to obtain appropriate insurance coverage against them, which is available at an extra cost through this travel agency.

Traveler's retention of tickets, reservations, tour documents, cruise documents, travel agency invoice or bookings after issuance shall constitute consent to the above and an agreement on his/her part to convey the contents hereto to his/her travel companions or group travel members.

### **Terms and Conditions**

Your use of this Web site is expressly conditioned on your acceptance of the following terms and conditions. If you do not agree with any part of the following terms and conditions, you must not use this site. Use by you of this site indicates your agreement to the following terms and conditions.

These terms and conditions shall apply regardless of the means by which the site was accessed, including, but not limited to, through the URL address <http://www.cheapertravel.com>, electronic mail, or links from another site.

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2. USE OF SITE. You agree that the travel services reservations facilities of this Web site shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act. You agree not to use this site in the operation of a travel agency or to sell tickets to third parties without the prior written consent of Pavlus. You warrant to Pavlus that you will not use this Web site for any purpose that is unlawful or prohibited by these terms, conditions and notices. Without limitation, any speculative, false or fraudulent reservation or any

reservation in anticipation of demand is prohibited. You also warrant that all information supplied by you or members of your household in using this Web site are true and accurate. You understand that overuse or abuse of the travel services reservation facilities of the Web site may result in you being denied access to such facilities.

3. AGE AND RESPONSIBILITY. You represent and warrant that you are of sufficient legal age to use this site and to create binding legal obligations for any liability you may incur as a result of the use of this site. You agree to be financially responsible for all of your use of this Web site (as well as for use of your account or log-in information by others, including without limitation minors living with you). You agree to supervise all usage by minors of this Web site under your name or account. Separate terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. You agree to abide by the terms or conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with all rules and restrictions regarding availability of fares, products, or services. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this Web site.

4. PRIVACY POLICY. When you reserve or purchase travel services through Pavlus, we provide personal information about you to the airline, car rental agency, hotel, travel agency or other involved third party in order to process your travel arrangements. We also use information you provide during registration or as part of the reservation process to customize the content of our site to meet your specific needs and to make improvements to Pavlus. Pavlus may furnish other third parties with information for the solicitation of various travel or non-travel related products.

As a user of the Web site you will occasionally receive updates from us about fare sales, special offers, new Pavlus services and noteworthy news. We hope you will find these updates interesting and informative. You may also receive e-mail messages from third party vendors with whom Pavlus has established an alliance. If you would rather not receive them, please send an e-mail message to [travelbargains@cheapertravel.com](mailto:travelbargains@cheapertravel.com) with the subject "No e-mail".

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Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Publish, post, distribute, or disseminate any defamatory, infringing, obscene, pornographic, sexual, indecent, or unlawful material or information.

Upload or otherwise transfer files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.

Upload or otherwise transfer files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another computer.

Delete any author attributions, legal notices, or proprietary designations or labels in any file that is uploaded.

Falsify the origin or source of software or other material contained in a file that is uploaded.

Advertise or offer to sell any goods or services or conduct or forward surveys, contests, or chain letters.

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9. INDEMNIFICATION. You shall defend and indemnify PAVLUS and its third party providers and distributors from and against any claim or cause of action brought by or on your behalf in excess of the liability described herein or by third parties as a result of your use of this Web site.

10. RELATIONSHIP. The relationship among PAVLUS, its third party providers and distributors and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other.

11. GOVERNING LAW. This Agreement and its performance shall be governed by the laws of the state of New Mexico United States of America within the county of Bernalillo without giving effect to applicable conflict of law provisions. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Bernalillo County, New Mexico, United States of America, in all questions and controversies arising out of your use of the site and this Agreement.

12. ASSIGNMENT. You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder.

13. MODIFICATION. PAVLUS may at any time modify these terms and conditions and your continued use of this site will be conditioned upon the terms and conditions in force at the time of your use.

14. ADDITIONAL TERMS. Additional terms and conditions may apply to reservations, purchases of goods and services and other uses of portions of this site, and you agree to abide by such other terms and conditions.

15. SEVERABILITY. These terms and conditions shall be deemed 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 for any other remaining provisions.

16. HEADINGS. The heading used in these Terms and Conditions are included by convenience only and will not limit or otherwise affect these Terms and Conditions.

17. ENTIRE AGREEMENT. The terms and conditions set forth above constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing.

Odds and Ends about Pavlus Travel

**The Pavlus Discount Program:**

Our discount program is simple. We quote you our lowest price which includes your discount and all other charges for your vacations. Your Discount is immediate at time of purchase. Our staff has planned vacations for over one million people to Europe. Not many travel companies have the years of experience of our personnel. We urge you to compare our discounts versus any other offers in the marketplace.

**Reservations & Deposits:**

We follow the deposit policy of each tour company. You should review in detail the booking and cancellation policy of your tour company located in your brochure. Some deposits may be non-refundable.

**Travel Protection Plans:**

We STRONGLY urge you to purchase a travel protection plan that covers issues that may cause you to miss your trip. Illness, flight delays and various types of unexpected family emergencies can be covered depending on the plan purchased.

**Cancellation Penalties:**

First of all, we RECOMMEND Travel Protection type plans. If you cancel your reservation you will be charged the cancellation penalties incurred by your particular tour/cruise company. These charges are not Pavlus Travels'.

**Changes to Itineraries:**

Some tour companies charge a fee for changes initiated by you to your tour plans or dates. We do not add any additional service charge.

**Passports & Visa's:**

Our staff will assist you in supplying information for any required Passport & Visa requirements. However, it is the sole responsibility of each traveler to obtain any required travel documents to enter or exit any country. We recommend that you check with appropriate consulates prior to leaving on your trip.