

The Pixie Planners Travel Co. Terms of Service

TERMS OF SERVICE

This agreement represents the complete agreement and understanding between The Pixie Planners LLC DBA The Pixie Planners Travel Co., (hereinafter "the Company"), its affiliates, successors and assigns, and you the user of the site (hereinafter called User) for your use and enjoyment of this site, (hereinafter "the site"), and all of the content as may be contained hereunder, and supersedes any other written or oral agreement. Upon notice published on-line (<http://www.thepixieplannerstravelco.com>) the Company may modify these terms and conditions, amplify them, and/or modify the information found herein, as well as discontinue, change or replace services offered.

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; (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.

PROHIBITED ACTIVITIES

The content and information on this Website (including, but not limited to, price and availability of travel services), as well as the infrastructure used to provide such content and information, is proprietary to us or our suppliers and providers. While you may make limited copies of your travel itinerary (and related documents) for travel or services booked through this Website, 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 obtained from or through this Website. Additionally, you agree not to:

- (i) use this Website or its contents for any commercial purpose;
- (ii) make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;
- (iii) access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- (iv) violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
- (v) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- (vi) deep-link to any portion of this Website (including, without limitation, the purchase path for any travel services) for any purpose without our express written permission; or
- (vii) "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization.

WARRANTY DISCLAIMER

Please read these terms and conditions carefully. You agree to abide by the terms and 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 the supplier's rules and restrictions regarding availability and use of fares, products, or services. We reserve the right to cancel your booking if full payment is not received by or before its due date. You acknowledge that some third-party providers offering certain services and/or activities may require you to sign their

liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such supplier's rules and restrictions may result in cancellation of your reservation(s), in your being denied access to the applicable travel product or services, in your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result of such violation.

Use of any information obtained via the site is at your own risk. Neither the Company nor any of its licensors, employees, contractors, or agents warrants that the service will be uninterrupted or error free; nor does the Company or its licensors, employees, contractors, or agents make any warranty as to the results to be obtained from use of the service.

This site, including any content or information contained within it or any site-related service, is provided "as is" with no representations or warranties of any kind, either expressed or implied. You assume total responsibility and risk for your use of this site and site-related services.

The Company, its affiliates, employees, contractors, agents, and its sponsors are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages arising out of or relating in any way to the site, site-related services and/or content or information contained within the site. Your sole remedy for dissatisfaction with the site and/or site-related services is to stop using the site and/or those services.

The Company, its contractors, employees, agents, and represented resorts and companies are not responsible for issues arising from misquotes, misprints or technical failures that may result in misquotes. No quotes for service are considered final until such time as direct payment is made on said quote, and payment has been charged to a major credit card.

Although the company attempts to ensure the integrity and accurateness of the Site, it makes no guarantees whatsoever as to the correctness or accuracy of the Site. It is possible that the Site could include inaccuracies or errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform the company by sending email to Info@PixieVacations.com so that it can be corrected.

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PUBLISHED ON THIS WEBSITE MAY INCLUDE INACCURACIES OR ERRORS, INCLUDING PRICING ERRORS. THE COMPANY EXPRESSLY RESERVES THE RIGHT TO CORRECT ANY PRICING ERRORS ON OUR WEBSITE AND/OR ON PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE. IN SUCH EVENT, IF AVAILABLE, WE WILL OFFER YOU THE OPPORTUNITY TO KEEP YOUR PENDING RESERVATION AT THE CORRECT PRICE OR WE WILL CANCEL YOUR RESERVATION WITHOUT PENALTY.

THE COMPANY AND THEIR RESPECTIVE SUPPLIERS MAKE NO GUARANTEES ABOUT THE AVAILABILITY OF SPECIFIC PRODUCTS AND SERVICES. THE COMPANY AND THEIR RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES ON THIS WEBSITE AT ANY TIME. THE CARRIERS AND OTHER SUPPLIERS PROVIDING TRAVEL OR OTHER SERVICES ON THIS WEBSITE ARE NOT AGENTS OR EMPLOYEES OF THE COMPANY. THE COMPANY IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. THE COMPANY HAS NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES, AND THEY HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

INDEMNIFICATION

You agree to defend and indemnify the Company, and/or their respective suppliers and any of their officers, directors, employees, contractors, 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:

- (a) your breach of this Agreement or the documents referenced herein;
- (b) your violation of any law or the rights of a third party; or
- (c) your use of this Website.

COPYRIGHT AND TRADEMARK NOTICES

All contents of this Website are The Pixie Planner LLC trademark pending. Other logos and product and company names mentioned herein may be the trademarks of their respective owners.

If you are aware of an infringement of our brand, please let us know by emailing us at contactus@thepixieplanners.com.

RESERVATIONS

Paying a deposit and/or balance on a reservation booked through the Company indicates a valid and active reservation with the Company.

User agrees to abide by all cancellation policies and terms and conditions set forth by the Company and any and all suppliers and third parties. User agrees that reservation booking is assigned to the Company and may not be released or reassigned to another party, supplier, third party or the User directly.

GOVERNING LAW

This Agreement is entered into in the State of Missouri and shall be governed by and construed in accordance with the laws of the State of Missouri, exclusive of its choice of law rules. Each party to this Agreement submits to the exclusive jurisdiction of the state and federal courts sitting in the County of Jackson, in the State of Missouri, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys fee. In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. In the event that any portion of these Terms and Conditions is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect, and all provisions of these Terms and Conditions which operate to protect the rights of the company shall continue in force even in the event of termination of these Terms and Conditions on other grounds. The company's failure to insist upon or enforce strict performance of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of these Terms and Conditions.

PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience only, and do not purport to accurately summarize the contents of the paragraph they head, and shall not modify, or in any way affect, the provisions of these terms and conditions or be of any relevance in the construction thereof.

TRAVEL RELATED SERVICES

All travel related services provided through this site are done in accordance with the following Consumer Disclosure Notice:

CONSUMER DISCLOSURE NOTICE

PLEASE READ THIS NOTICE. IT CONSTITUTES PART OF YOUR CONTRACT FOR TRAVEL RELATED SERVICES. PLEASE CHECK YOUR DOCUMENTS WHEN YOU RECEIVE THEM. CALL THE TRAVEL AGENCY IF YOU HAVE ANY QUESTIONS. MOST DISCOUNT FARES INVOLVE RESTRICTIONS.

CHANGING CARRIERS OR FLIGHTS COULD RESULT IN THE AIRLINE DEMANDING AN INCREASED FARE. CHECK WITH THE AIRLINE OR THE TRAVEL AGENCY BEFORE MAKING ANY CHANGES.

The Pixie Planners LLC DBA The Pixie Planners Travel Co. (herein "Travel Agency") is acting as a mere agent for SUPPLIERS (identified on the your travel documents) in selling travel-related accepting 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, vacation packages, etc.). The Terms and Conditions in the Supplier documents and brochures is applicable to the transactions on behalf of the supplier by the Travel Agency. Travel Agency, therefore, shall not be responsible for breach of contract, failure to comply with any laws such as the Americans with Disabilities Act (ADA), or any intentional or negligent actions or omissions on the part of such suppliers, which result in any loss, damage, delay, inconvenience or injury to travelers or travelers' companions or group members. Unless the term "guaranteed" is specifically stated in writing on your tickets, invoice, or reservation itinerary, Travel Agency does not guarantee any of such supplier's rates, bookings, reservations, connections, scheduling, refunds, or handling of baggage or other personal effects. Travel Agency 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.

Travel arrangements involving airline and cruise components are subject to supplemental price increases that may be imposed by the supplier and/or government, after you have completed your purchase. You will be responsible for payment of such price increases. 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 conditions of such destinations, during the length of the proposed travel. however, we specifically recommend that U. S. Citizens traveling to Canada, Mexico or the Caribbean, do so with a valid U. S. Passport. For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the U. S. State Department, (202) 647-5225, or access the State-Department's online travel advisory service (www.state.gov/travel) For medical information, call the U. S. Centers for Disease Control (CDC), (404) 332-4559 or log on to www.cdc.gov/travel. 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 the possibility traveler may be unable to travel as scheduled because of personal emergency. Traveler is advised to obtain appropriate insurance coverage against these risks; information is available through this Travel Agency regarding travel insurance. For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. No representation or description of the insurance made constitutes a binding assurance or promise about the insurance. Traveler's retention of tickets, reservations, or bookings after issuance shall constitute a consent to the above and an agreement on his/her part to convey the contents hereto to his/her travel companions or group members. The Travel Agency is not responsible for disruptions of any kind including but not limited to acts of terrorism, weather, natural disasters, or carrier or supplier logistical problems.

ENTIRE AGREEMENT/MODIFICATION

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto are expressly canceled. the Company may modify the terms of this Agreement by posting notice of such modification on a page of the Site entitled "Legal Notices" or "Legal Information" (or similar title) before the modification takes effect.

By the use of this web site, www.thepixieplannerstravelco.com or www.thepixieplanners.com the User accepts the terms and conditions set forth in this agreement.