

## TERMS OF USE

By accessing, browsing and using E-Booker.net or any of our applications through any platform whatsoever (the "**Website**") and/or by booking any reservations for any travel products or services on the Website, you are willingly and irrevocably agreeing to be bound by the following terms of use ("**Terms of Use**"). The terms "us", "we" or "our" refer to the business E-Booker and any of its subsidiaries and affiliates (collectively "**E-Booker**"), the owners and operators of the Website. The term "you" refers to the user or viewer of our Website. In the event that you do not agree to these Terms of Use, please do not use or book any reservations through our Website.

## PRIVACY POLICY

We may collect certain types of personally identifiable information from you. Please review our Privacy Policy [http://e-booker.net/E-Booker\\_PrivacyPolicy.pdf](http://e-booker.net/E-Booker_PrivacyPolicy.pdf), which also governs your visit to our Website and sets forth the information that we may collect from you, how we use it and under what circumstances, if any, we disclose it.

## DEFINITIONS

**Content** means any content submitted by you to our Website by e-mail and/or posted by you on our Website, including without limitation, reviews, photos, videos, questions, comments and suggestions.

**Service(s)** means researching, determining the availability of and making reservations of the Travel Services available on the Website.

**Third Party(ies)** means the professional provider of flights, accommodation, car rental, cruise, activities and vacation packages which are available for reservation on the Website.

**Travel Service(s)** means the options of flights, accommodation, car rental, cruise, activities and vacation packages available for reservation on the Website.

**Travel Reservation(s)** means the payment, purchase, reservation or booking of Travel Services.

## USE OF THE WEBSITE

By using our Website, you confirm that you are legally capable of entering into a legally binding obligation, you will use our Website in accordance with these Terms of Use, and any information provided by you on our Website is accurate, complete and current.

Our Website is provided for the purpose of assisting customers in gathering travel information related to flights, accommodation, car rental, cruise, activities and vacation packages, determining the availability of such Travel Services and making Travel Reservations with the Third Party through the Website's online booking system.

Our Website is provided solely for personal and non-commercial use. Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, products or services available on our Website for any commercial or competitive activity or purpose.

## **NATURE OF OUR SERVICES**

Through our Website, we provide you with an opportunity to browse multiple Travel Services and make Travel Reservations with a Third Party. When you make Travel Reservations with a Third Party, you automatically enter into a legally binding agreement with such Third Party and we become an intermediary between you and the Third Party. Our role as an intermediary includes providing the Third Party with the relevant details of your Travel Reservations and sending you a confirmation email on behalf of the Third Party.

As an intermediary between you and the Third Party, the information displayed on our Website is directly provided by the Third Party. The Third Party is given access to an extranet where they hold full responsibility for updating all the rates, availability and other relevant information available on our Website. Therefore, the Third Party holds sole responsibility to ensure that the information displayed on our Website regarding rates, fees and/or prices, policies and conditions, and other relevant information are accurate, complete and correct.

We will use reasonable skill and care in providing our Services. However we cannot verify if, and do not guarantee, that the information displayed on our Website is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any temporary or partial) breakdown, repair, upgrade or maintenance of our Website or otherwise. Further, our Website does not constitute and shall not be considered as a recommendation or endorsement of the quality, service level, qualification or star rating of any Travel Services made available on the Website.

Our Services are free of charge. Therefore, we will not charge you for our Services or any additional reservation fees to the room price. The Third Party pays us a commission, (being a small percentage of the room price) after the guest has completed their stay and paid for it.

## **ACCOMMODATION RESERVATION**

All prices for accommodation are per room for your entire stay and include VAT and all other taxes (subject to change), unless specified otherwise on our Website or the confirmation e-mail.

Upon making a reservation, you authorise us to book reservations for the total reservation price, which includes the room price displayed on our Website and any applicable taxes. You agree that your credit card provided will be charged for the total reservation price.

By making an accommodation reservation, you accept and agree to the terms and conditions of the relevant cancellation, pre-payment and no-show policy of the Third Party, and to any additional (delivery) terms and conditions of the Third Party which may apply to your reservation or during your stay, including for services rendered and/or products offered by the Third Party.

If you wish to review, adjust or cancel your reservation, please revert to the confirmation email and follow the instructions therein. You may be charged a cancellation or change fee in accordance with the Third Party's cancellation, pre-payment and no-show policy, or not be entitled to any repayment of any pre-paid amount. We therefore recommend that you read the cancellation, pre-payment and no-show policy of the Third Party carefully prior to making your reservation.

The Third Party's delivery terms and conditions can be obtained from the relevant Third Party accommodation provider's website. The general cancellation, pre-payment and no-show policy of each Third Party accommodation provider is made available on our Website on the accommodation information pages, during the reservation procedure and in the confirmation email.

An accommodation reservation which requires a down payment or whole or partial pre-payment may be cancelled (without a prior notice of default or warning) insofar as the relevant (remaining) amount(s) cannot be collected in full on the relevant payment date in accordance with the relevant payment policy of the Third Party accommodation provider with respect to the reservation.

Late payment, wrong debit or credit card details, invalid credit or debit cards, and/or insufficient funds are at your own risk and account, and you shall not be entitled to any refund of any (non-refundable) pre-paid amount, unless the Third Party accommodation provider agrees or allows otherwise under its pre-payment and cancellation policy.

Where cheaper rates or special offers are available on our Website, certain restrictions and/or conditions may apply. Please read the terms and conditions related to such restrictions and/or conditions prior to making a reservation. Certain rates or special offers are not eligible for cancellation or change. All special offers and promotions shall be marked accordingly.

## **AIRFARE BOOKING**

By purchasing an airfare, you accept and agree to the full terms and conditions of carriage issued by the Third Party travel supplier, including but not limited to, payment of all amounts when due and compliance with such travel supplier's rules and restrictions regarding availability and use of fares, products and services. Airfare is guaranteed only when you complete your purchase and the tickets have been issued. Airlines and other travel suppliers may amend their prices without notice.

An airfare booking may be cancelled (without a prior notice of default or warning) if full payment is not received in a timely fashion.

The Third Party travel supplier's terms and conditions of carriage can be obtained from the relevant Third Party travel supplier's website.

## **INTERNATIONAL TRAVEL**

When using our Travel Services to book an international flight, you are responsible for organizing and ensuring that your travel documents, such as your passport and visas, are up to date and in good order and you must ensure that you meet any foreign entry requirements. For clarification on your passport and visa requirements, please contact your Embassy or Consulate for assistance.

We are not liable if you are rejected from boarding a flight or entering a country due to your failure to carry the appropriate passport, visa or other travel documents that are required by the airline, relevant authority or country. This includes whether you are arriving in a country permanently, for a vacation or as a stop-over.

By offering reservations for international travel and other travel products, we do not represent or warrant that travel to such areas or destinations is advisable or without risk, and we are not liable for any damages or losses that may result from travelling to such areas or destinations.

## **PAYMENT**

Prior to making payment for any Travel Reservation, please ensure that you have thoroughly read the details related to such Travel Reservation. We are not liable for any incorrect charges, pre-paid rate charges or non-refundable charges applicable to any Travel Reservation.

Whether your reservation or booking is charged directly by the Third Party or is otherwise processed through our secure online payment system, you accept and agree that the Third Party is at all times responsible for the collection, withholding, remittance and payment of the applicable taxes due on the total amount of the reservation or booking to the relevant tax authorities. We do not take any responsibility for and we are not liable for the collection, withholding, remittance and payment of the applicable taxes to the relevant tax authorities.

Some Third Party accommodation providers offer the option to have an accommodation reservation paid (wholly or partially and in accordance with the payment policy of the Third Party accommodation provider) to the Third Party accommodation provider during the reservation process by means of a secure online payment. In such a case, payment is safely processed from your credit or debit card or bank account to the bank account of the Third Party accommodation provider through a third party payment processor.

For certain non-refundable rates or special offers, Third Party accommodation providers may require that payment be made upfront by wire transfer (if available) or by credit card. Your credit card may be pre-authorized or charged (in some cases without any option for refund) upon making the reservation. Please review the terms and conditions applicable to such rates and offers.

In the event of credit card fraud or an unauthorized use of your credit card occurs whilst using our secure online payment system, we will reimburse you, if applicable, up to USD \$50 of any fees that your bank may charge you to recover the amount fraudulently processed. To process this refund, please contact us immediately after the incident occurs via email at [info@e-booker.com](mailto:info@e-booker.com), and please state 'credit card fraud' in the subject line of your email, providing details of your reservation in which the fraudulent act occurred, the credit card used and proof of the bank fees charged. This indemnification applies only to credit card reservations made using our Website's secure server and provided that the unauthorised use of your credit card was due to our fault or negligence and through no fault of your own whilst using the secure server.

## **CURRENCY CONVERTER**

In the event that the Website includes a currency converter, the currency rates are gathered from publicly available sources. Therefore, you should use them as a guideline and for information purposes only. You should not rely on them as being accurate, as rates may fluctuate.

## **FINE PRINT**

Each Travel Reservation contains the Third Party's own terms and conditions which are conveniently made available on our Website. However, it is your sole responsibility to thoroughly check the terms and conditions of your applicable Travel Service prior to finalising your reservations.

Important information to thoroughly check prior to confirming your Travel Reservations include but are not limited to, the Third Party's policies regarding cancellation, prepayment,

no-show policy, non-cancellation, age requirements, extra beds, no free breakfast and/or if pets are allowed.

## **REVIEWS, PHOTOS AND OTHER CONTENT**

By submitting Content to our Website by e-mail and/or posting Content on our Website, you grant us a worldwide non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to directly or indirectly use, reproduce, modify, translate, distribute and publicly exhibit such Content in any media and use the name that you submit in connection with such Content. This includes, without limitation, using the Content on our Website and in our online and offline promotional materials and publications, as we, in our sole discretion, see fit.

You are prohibited from submitting to or posting on our Website any Content which (i) is unlawful, libelous, defamatory, obscene, pornographic or otherwise violates the law; (ii) infringes any intellectual property rights of any third party; (iii) infringes any privacy rights of any third party or (ii) contains any viruses, Trojan horses or infected files.

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If you do not agree to these Terms of Use, please do not submit to or post any Content on our Website.

## **FURTHER CORRESPONDENCE**

After making reservations and prior to your arrival date, you agree to receive an email providing information and offers relevant to your reservation and destination. Further, you agree to receive an email offering to complete our guest review form, after completing your stay at your destination.

## **INTELLECTUAL PROPERTY RIGHTS**

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WE AND ANY OF OUR SUBSIDIARIES OR AFFILIATED COMPANIES HAVE NO LIABILITY AND WILL NOT MAKE ANY REFUND IN CASE OF DELAY, CANCELLATION, OVERBOOKING, FORCE MAJEURE OR OTHER EVENTS BEYOND OUR REASONABLE CONTROL.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE AGGREGATE LIABILITY OF US AND OUR SUBSIDIARIES AND AFFILIATED COMPANIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THIS WEBSITE AND/OR THE PRODUCTS, SERVICES, INFORMATION, AND DOCUMENTS PROVIDED HEREIN OR HEREBY SHALL NOT EXCEED USD/100/ (ONE HUNDRED US DOLLARS) AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST US AND ANY OF OUR SUBSIDIARIES AND AFFILIATED COMPANIES.

## **INDEMNIFICATION**

You agree to defend and indemnify us and our subsidiaries and affiliated companies from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of your breach of these Terms of Use, your violation of any law or the rights of any third party, or your use of our Website.

## **COMPLAINTS**

Any claim or complaint against us or with respect to the Travel Reservation, must be immediately submitted to us by e-mail to [info@e-booker.net](mailto:info@e-booker.net) within thirty (30) days of using the Travel Service. If a claim or complaint is not submitted within such period, it may be rejected and the claimant shall forfeit its right to any compensation.

If applicable, please provide proof of the claim or complaint by taking photos and providing details of your claim or complaint.

## **MISCELLANEOUS**

We reserve the right to modify these Terms of Use at any time. If we make material changes to these Terms of Use, we will notify you by means of a notice on our Website. By continuing to use our Website after a notice of changes has been published on our Website, you are consenting to the changes.

Any provision or any part of these Terms of Use shall be considered severable if any such provision or part is held, for any reason, to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction. The remaining provisions of these Terms of Use shall continue to be given full force and effect without regard to the invalid or unenforceable provision.

The original version of these Terms of Use is in English. However it may be translated into other languages for convenience and courtesy of non-English speaking people who visit our Website. In the event that there is an inconsistency or discrepancy between the English version and any other language version, the English version shall prevail to the extent of the inconsistency.

To the extent permitted by law, these Terms of Use and the provision of our Services shall be governed by and construed in accordance with the Laws of Lebanon and any dispute arising out of these Term of Use and our Services shall be exclusively submitted to the competent courts in Lebanon.

Questions about these Terms of Use can be directed to [info@e-booker.com](mailto:info@e-booker.com).