

#### ARTUN TRAVEL TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE AND COMPLETING YOUR BOOKING.

# 1. Acceptance of Terms of Service

Welcome to the Artun Travel Services, INC ("Website"). This Artun Travel Services, INC Website, including mobile or tablet applications, or any other feature on the Artun Travel Services, INC platform (collectively the "Website") is offered to you conditioned upon your acknowledgment and acceptance of all the terms, conditions, obligations and notices set forth below (collectively, the "Agreement"). By accessing and/or using this Website (or telephone with our call center), you consent and agree to be bound by the Agreement. If you do not agree to these terms and conditions, please navigate away from the Website now.

This Agreement provides you with our terms and conditions. The terms "we", "us", "our", "Artun Travel Services, INC " and "Artun Travel Services, INC" refer to Artun Travel Services, INC, an Illinois corporation, and/or our subsidiaries, affiliates or legal partners. The terms "you" and "your" refer to the customer visiting the Website and/or booking a reservation through us on this Website, or through our customer service agents.

## **Ownership**

This Website, including its underlying software, modules and components together with its text, design, graphics, layout and content is owned or licensed by Artun Travel Services, INC and/or its affiliates ("Artun Travel Services, INC") and/or various third party providers, distributors or suppliers. Much of the content found on this Website is owned by third party providers, distributors and suppliers. You acknowledge that the services and content are protected by copyright, trademark and other laws of the United States and foreign countries.

As a visitor to the website, Artun Travel Services, INC grants you a limited, non-exclusive, non-transferable, non-sublicensable license to download, view and print the content of this website solely in connection with the terms and conditions of this Agreement and solely for your personal and noncommercial purposes. The limited license to use this Website may be terminated or revoked by Artun Travel Services, INC at any time and for any reason.

#### Use of the Website

By using this Website, you represent that you are of legal age to enter into and create binding legal obligations for any liability that may result from your use of this Website.

This Website is offered to you, the customer, conditioned upon your acceptance, without modification, of the Agreement. Your use of this Website constitutes your acceptance of the Agreement. We are constantly enhancing our Website and therefore making changes with immediate effect. Without notice to you and in Artun Travel Services, INC 'sole discretion, we reserve the right to modify this Agreement, in any manner and at any time. Your continued use of the Website, or purchase of goods and/or services following modifications to the Website or this Agreement, will be deemed acceptance of such modifications. In the future, before using the Website, please return to this page to view the most updated and current version of this Agreement.

This Website is provided solely to assist customers in gathering travel information, determining the availability of travel-related goods and services, making legitimate reservations for you or for another person for whom you are legally authorized to act, or otherwise transacting business with travel suppliers, and for no other purpose. Should you use this site for the benefit of another (to whom you are legally authorized to act), it is your responsibility to communicate the terms and conditions of this Agreement to that person, prior to making a reservation on their behalf. You represent that all information supplied by you on this Website is true, accurate, current and complete.

You may not modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Website or software. You may only use this Website to make legitimate reservations or purchases and shall not use this Website for any other purposes, including without limitation, to make any speculative, false or fraudulent reservation or any reservation in anticipation of demand. This Website and the content provided in this Website, including the text, graphics, button icons, audio and video clips, digital downloads, data compilations and software, may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed without the express written permission of Artun Travel Services, INC, and/or its third party providers, distributors, or suppliers, except that you may download, display and print the materials presented on this Website for your personal, non-commercial use only.

The trademarks, logos, and service marks displayed on the Website are the registered and unregistered trademarks of Artun Travel Services, INC and/or third parties. The trademarks owned by Artun Travel Services, INC and our third party providers, distributors, or suppliers, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion with customers, or in any manner that disparages using or accessing the Website. Artun Travel Services, INC does not grant any license or right to use any of the logos, pictures, or trademarks found on the Website. Unauthorized use of this Website and/or the materials contained on this Website may violate applicable copyright, trademark or other intellectual property laws or other laws. You must retain all copyright and trademark notices, including any other proprietary notices contained in the materials, and you must not alter, obscure or obliterate any of such notices. The use of such materials on any other Website or in any environment of networked computers is prohibited.

You shall not use, authorize or permit any third party to use on your behalf any "robot," "spider" or other automatic device, or a program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found on this Website, in any case, without the express written consent of Artun Travel Services, INC. You shall not utilize any software, application, or algorithm, whether integrated in a browser or otherwise, that modifies or adds content to the layout, design, or content of any Artun Travel Services, INC webpage.

You agree that you will not transmit or otherwise transfer any Web pages, data or content found on this site to any other computer, server, website, or other medium for mass distribution or for use in any commercial enterprise. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of this Website. You agree that you will not take any action that imposes a burden or load on our infrastructure that Artun Travel Services, INC deems in its sole discretion to be unreasonable or disproportionate to the benefits Artun Travel Services, INC obtains from your use of the Website. You are prohibited from posting or transmitting 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. In addition, you are prohibited from posting or transmitting any information which (a) infringes the rights of others or violates their privacy or publicity rights, (b) is protected by copyright, trademark or other proprietary right, unless with the express written consent of the owner of such right, (c) contains a virus, bug, disabling code or other harmful item, or (d) is used to unlawfully collude against another person in restraint of trade or competition. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm resulting from your use of this Website. Notwithstanding the foregoing, if you have been notified by Artun Travel Services, INC that you are prohibited from using the Website, then you have no license to use the Website and any access by you or on your behalf shall be unauthorized and unlawful. Artun Travel Services, INC may provide notice under this or any other section of this agreement via an email sent to the email address contained in your user profile, or otherwise used to make a booking on this Website.

All airfares, prices and fees displayed by Artun Travel Services, INC are in U.S. Dollars. Artun Travel Services, INC assumes no responsibility, and shall not be liable for any losses, damages, costs, claims, expenses, or fees incurred due to currency fluctuations.

Artun Travel Services, INC reserves the right to cancel any and all bookings or other transactions you have made on the Website or through our call center after you have been prohibited from using the Website, with no liability whatsoever to you.

## 2. Travel Information

## Making Reservations, Purchasing Tickets and Travel Restrictions

We do not require registration for you to access or use the Website; however, if you request to purchase an airline ticket, hotel room, or rental car, you may be asked to provide certain information needed to process your request, such as your name, billing address, phone number and email address. You agree that the total amount of your request, including all fees, taxes, shipping/handling costs and other charges and surcharges, will be charged to the credit card account number that you supply to us.

The total price for a reservation and purchase of a ticket includes a mark-up fee for our efforts in providing the Website, its' services and fulfilling your request. The goods and services that you reserve and purchase through the Website are subject to the terms, conditions, rules and restrictions set forth by each of our third party providers, distributors and suppliers. By using this Website, you agree to be bound by such terms, conditions, rules and restrictions set by our third party providers, distributors and suppliers, including but not limited to compliance with all rules and restrictions regarding availability of fares, products, or services, restrictions against back to back ticketing (purchasing two or more tickets with overlapping travel dates in order to circumvent minimum stay requirements) and hidden city ticketing (purchasing tickets including segments which the purchaser does not intend to use in order to circumvent an air carrier's pricing structure and round trip for one-way ticketing). The use of certain ticketing practices may result in such actions including the cancellation of the ticket, denied boarding, revocation of frequent flier miles and other benefits, additional charges to your credit card, additional charges collected at the airport, or future invoicing.

UNACCOMPANIED MINOR Each airline sets its own policies and regulations for children ages 12 through 18 (age may vary by airline) traveling without adult supervision. Please check directly with the airline for unaccompanied minor age requirements, restrictions and fees, as the following items may change at any time: Some airlines may not allow unaccompanied minors to travel without an adult. Some airlines will only allow unaccompanied minors to travel on non-stop flights. Anyone younger than 18 years of age, does NOT qualify as an adult, when two or more accompanied minors are traveling together. Many airlines may require additional fees to be paid at check-in. You must call the airline to verify rules and restrictions for unaccompanied minor(s) traveling alone.

You agree to the payment of all amounts when due (including additional taxes, fees and costs which may not be included in the quoted fare) and compliance with all rules regarding the availability of fares, products or services, including penalty fees arising from your failure to comply with such rules. Additionally, you agree to pay all duties, taxes, and related charges arising out of your use of this Website and the services provided, herein. You permit Artun Travel Services, INC to charge the credit card provided for the payment of penalties arising from your failure to comply with airline tariff rules. Such payment will be collected without additional notice.

# Purchase of Travel Products and Cancellations by Artun Travel Services, INC

When you make a booking request for a travel product on artuntravel.com, Artun Travel Services, INC will automatically send a "Booking Confirmation" acknowledgement. Artun Travel Services, INC will then process your request and send you a second email with your electronic tickets (i.e., when an itinerary has been ticketed). The booking confirmation acknowledgement is not a confirmation of ticketing. Your offer to purchase air tickets is not accepted and confirmed by Artun Travel Services, INC until we complete our quality checks and verification process for your reservation. Note that the fare and availability of your booking request may change during the time it takes Artun Travel Services, INC to process your booking request. Before we issue tickets, our quality assurance team checks for the following:

- Accuracy of the booking information (i.e. spelling errors)
- Correct selection of airports and a cross check of the airline's minimum connection times
- Accuracy of the fares for your requested flights and check for price changes that may have surfaced during processing
- Ensuring the billing address and credit card information provided by you corresponds to those on record with the credit card issuer
- Final credit card approval to issue tickets

Once complete you will receive a second email with your e-tickets, confirming your reservation and receipt of payment in full (typically within 1-2 hours). If you do not receive a second email with the e-ticket confirmation within 12 hours, it is your responsibility to notify Artun Travel Services, INC immediately.

Artun Travel Services, INC may offer you the opportunity to book a reservation for a combination of two one—way tickets instead of a roundtrip ticket. Combined one-way tickets may provide a greater choice of flights, are often cheaper and can be combined on the same airline or on different airlines. Unlike roundtrip tickets, each one-way ticket is subject to its own rules, restrictions, and fees. If one of these flights is affected by an airline change (e.g. cancellation or rescheduling) that causes you to make changes to the other flight, you will be responsible for any fees incurred for making changes to the unaffected flight.

If any questions arise during this process, we will contact you by phone or email. Any reservation request that cannot be confirmed will receive notification by email. Only after the booking confirmation email has been sent will Artun Travel Services, INC issue tickets and charge the credit card provided by you.

### **Itinerary Re-confirmation**

It is the responsibility of the traveler who booked with us online or has made a booking directly with a customer service agent to review and reconfirm names, dates, flight numbers, airlines, class of service and routing including all airport changes. If you discover any discrepancy in your itinerary, you are requested to immediately contact a Artun Travel Services, INC customer service agent within 4 hours from the time the booking was completed.

If you fail to contact us by phone within 4 hours of completing the booking, we shall consider the booking you have made to be acceptable to you and we do not assume responsibility thereafter for any discrepancy in your booking.

#### Name on Reservation

All reservations must be made in the exact name of the person traveling, as stated on the government issued IDs or government issued passport of the traveler. Once tickets are issued, misspelled names and parts of names cannot be changed. If you find you need to change or correct the spelling of a name after you've made a reservation, additional fees will be assessed to process the change, regardless of whether the change is approved by the airline. In certain circumstances, you will have to cancel your reservation, if allowed, and purchase new tickets. It is your responsibility to verify the spelling of the names of all passengers before making your reservation.

### Visa and Entry Requirements

You are responsible for ensuring that you meet foreign entry requirements and that your travel documents, such as passports and visas (transit, business, tourist, and otherwise) are in order and any other foreign entry requirements are met. Artun Travel Services, INC has no special knowledge regarding foreign entry requirements or travel documents. We urge customers to review travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to booking travel to international destinations. Reliable information regarding international travel can be found at <a href="https://www.travel.state.gov">www.travel.state.gov</a>(//travel.state.gov/content/travel/en.html) and also with the relevant Consulate/Embassy of the country(s) you are visiting or transiting through.

Buying a ticket through Artun Travel Services, INC does not imply any guarantee of passenger's ability to enter the country of destination. We accept no liability if you are refused entry onto a flight or into any country due to your failure to carry the correct and adequate passport, visa, or other travel documents required by any airline, authority, or country, including countries you may just be transiting through. This includes all stops made by the aircraft, even if you do not leave the aircraft or airport.

Health: Recommended inoculations for travel may change and you should consult your doctor for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip.

BY OFFERING RESERVATIONS FOR TRAVEL PRODUCTS IN PARTICULAR INTERNATIONAL DESTINATIONS, ARTUN TRAVEL SERVICES, INC DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH AREAS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

#### Check-In

Every airline will have their requirements pertaining to check-in. It is important to verify what the check-in requirements are prior to your flight. As per the flight industry standard, we recommend the following for your check-in: -Domestic flights: Minimum 90 minutes prior to departure -Transborder and International flights: Minimum 3 hours prior to departure

### **Baggage Policy and Fees**

Each airline has its own policies regarding baggage allowances, fees and restrictions. These policies vary by airline, and they change from time to time. While some airlines offer free bag allowance, other airlines may charge fees for checked and carry-on luggage, which include, but are not limited to the first bag checked-in fees, additional bag check-in fees and excess baggage weight fees. Baggage fees are not included in your trip cost and will be charged directly by the airline at check-in. Ultimately, you are responsible for verifying your airline's baggage policies and fees before your departure. Any advice regarding airline baggage fees provided by Artun Travel Services, INC is merely intended to provide guidance and Artun Travel Services, INC is not responsible or liable for any claim, including claims based on incorrect or out-of-date information, arising from or in connection with the information provided. We recommend that you contact the airline directly for the latest fees on checked baggage and policy as it relates to baggage.

### Seats, Meals, Frequent Flyer and Other Special Requests

Please note that requesting specific seats, meals, frequent flyer and other special requests are requests only and subject to availability. For seat requests, the airline reserves the right to make revisions to the seat allocation without notification. It is therefore recommended to contact your airline directly to confirm these requests prior to your scheduled departure date. We also do not guarantee that your meal(s), frequent flyer and other special requests will be honored by the airline. Please visit https://www.artuntravel.com/airlinenumbers to view the list of airlines and phone numbers. When making a Special Service request through Artun Travel Services, INC, you expressly accept the possibility that the third party provider, distributor, or supplier may not satisfy your special requests or may charge you additional fees. In addition, Special Request service fees paid to Artun Travel Services, INC are non-refundable. No purchase or reservation may be cancelled based on the failure of a third party provider, distributor or supplier to satisfy any special requests.

## **Airline Schedule Changes/Flight Cancellations**

### Airline Policy on Schedule Changes/Cancellations

All airlines have differing rules and policies regarding schedule changes which are beyond our control. Changes to flight schedules, including cancellations, can occur for any number of reasons including but not limited to bad weather, mechanical problems, crew issues and civil unrest. When this happens, we do our best to notify our customers of any changes to their itinerary and help them work out a suitable alternative itinerary.

Artun Travel Services, INC does not assume any liability whatsoever for cancelled flights, flights that are missed, or flights not connecting due to any scheduled changes made by the airline.

#### Our Policy on Schedule Changes/Cancellations

We make every attempt to notify the customer of any schedule changes. However, sometimes the airline does not provide advanced notice of the change or cancellation. We recommend that you either telephone your airline or check your flight status online within 72 hours of departure. If you do this and find out that your flight was cancelled, please call us at +1-800-677-8875. We will work directly with the airline on your behalf to find out what options are available for you.

Depending on the departure date and when we receive the change from the airline, we will attempt to send an email and in some cases, an automated phone message. If you do not contact either the airline or Artun Travel Services, INC prior to your departure you may: miss your flights, lose the value of your tickets and possibly have your travel postponed by 1 or 2 days or even a few weeks before the airline can accommodate you.

#### **Prior to Departure**

If an airline has a change to any of its flights within a 6-hour period of your original flight times, we will notify you of such change by email and/or phone call to the contact information provided by you, but, if we are unable to get in touch with you, our email will serve as final notice. For all such changes within a 6-hour period, tickets will remain non-refundable. Certain ticket types may be non-refundable even when the schedule change is over 6 hours. Artun Travel Services, INC does not assume any liability whatsoever for cancelled flights, flights that are missed, or flights not connecting due to any scheduled changes made by the airline.

#### **Day of Departure**

If you don't find out about the cancellation until you're already at the airport, or are in-between flights, you will need to speak with an agent at the airline counter. Please note that in some cases, especially during bad weather, your options may be limited.

#### **Customer's Obligation**

It is always important for the customer to re-confirm their flights with the airlines 24 (domestic flights) to 72 hours (international flights) prior to departure, especially if they are already traveling. You should periodically check Manage My Booking and your email for updates regarding flight schedules and respond in a timely manner.

#### **Services Provided**

Once you have contacted Artun Travel Services, INC we will contact the airline on your behalf and try to come to a resolution. In some cases, the only resolution may result in cancellation of the flight and refund. We will make every attempt to get the airlines in question to re-protect the customer. It ultimately depends on the airline or airlines involved. If the airline is unable to re-protect the customer, we will request a refund.

# 3. Prices, Taxes and Fees

Our total prices include all taxes and fees applicable to airfare included in your booking, unless stated otherwise in your ticket confirmation email or in these Terms & Conditions. Additional fuel surcharges, security, baggage, seat reservation, hotel incidentals and other applicable service charges may apply which will be charged by the relevant Travel Supplier at the time of check-in. You are solely responsible for any such additional charges due to the Travel Supplier.

All prices displayed on our website are subject to change at any time without prior notice. A reservation is not complete until confirmed and ticketed. To protect our customers, we verify with the credit/debit card company that the billing address and credit card verification number you provided to us is accurate and that your credit/debit charge will be accepted. Until such information is verified, the fare is subject to change. We are not responsible for declined transactions based on a credit/debit card that is declined by the issuing company or a travel provider or if, for any reason, the debit/credit card billing address and/or credit verification number cannot be verified in a timeline manner, nor are we responsible for any changes in fare or any other changes that may occur during our verification process. At times when the fare selected is not available an approval code may have been taken on your credit card, if the transaction is not completed the approval code may block your available credit for a time period until the bank removes the block.

Airlines and other Travel Suppliers may change their prices at any time without notice. If a price increase occurs after you have made a reservation request and before tickets are issued and your credit card has been charged, Artun Travel Services, INC will notify you of the price increase before taking any further steps.

After submitting your reservation request to Artun Travel Services, INC , regardless of whether or not Artun Travel Services, INC has fully processed your request, the government may increase certain taxes and/or fees applicable to your booking. Artun Travel Services, INC is not responsible or liable for any increase in government taxes and/or fees and you will be fully responsible and liable for all such taxes/fees.

A passenger's duty or departure tax may be assessed upon departure from international destinations such as Mexico, Caribbean, the United Kingdom and Australia. These are local government taxes collected at the airports and are not included in your total ticket costs.

#### Taxes and Fees

In addition to each Travel Supplier's cost and fees, Artun Travel Services, INC may charge a service fee as described below. All Artun Travel Services, INC fees are charged on a per-passenger, per-ticket basis and are non-refundable.

#### **Our Fees**

Online Transaction Service Fees - Artun Travel Services, INC charges an online booking service fee of up to \$50 USD\* per person for Domestic Travel, and up to \$100 USD\* per person for International Travel, for all passenger types. However, in many cases, we don't charge a service fee at all. When making a reservation online, the total amount displayed is inclusive of Artun Travel Services, INC's service fee. This total amount will be charged to the credit card provided at the time of your booking.

- \* Certain exceptions to the above service fees apply:
- Business and first class airfares Service fees may be up to \$250 USD per passenger, for all passenger types.
- Multi City itineraries Service fees may be up to \$100 USD per passenger, for all passenger types.
- High Fraud/High Risk destination cities and point of sales Service fees may be up to \$150 USD per passenger, for all passenger types.
- Foreign Origination and some low cost airlines that require manual handling Service fees may be up to \$49 USD per passenger, for all passenger types.
- International Travel booked within 4 days of departure may be subject to service fees up to \$150 USD per person, for all passenger types.

Domestic Travel = US origin and destination

International Travel = All non-US destinations

Passenger Types = Adult, Child, Infant, Senior, Student, Youth, Military

Important Note: All service fees are subject to change without notice. YOU WILL BE CHARGED THE FINAL TOTAL PRICE AS QUOTED REGARDLESS OF ANY CHANGE OR VARIANCE IN THE SERVICE FEES.

Please review the total final price carefully.

## **Other Charges that May Apply**

Almost every airline adds surcharges to the ticket prices. The oil surcharges can be up to \$800 per ticket for international destinations. Depending on the airline, the surcharge is included in the base fare that we display or is added as taxes and/or fees and therefore displayed separately. Using our lowest possible airfare search technology, for those airlines that include the oil surcharge in their fare price, we display the price of the flight, inclusive of the oil surcharge, as part of the base fare. For airlines that include the oil surcharge as a tax, we add these surcharges to the amount of taxes collected.

Artun Travel Services, INC offers a leading technology in fare-search methodology. However, airline prices and availability can change from one second to the next. As such, occasionally the actual prices charged by the airline are different than Artun Travel Services, INC 's quoted price at the time of your request.

When we list an amount as "taxes" on the Website, this sometimes includes "tax recovery charges." This simply means that the airlines, and not Artun Travel Services, INC, have the obligation to collect any applicable taxes, governmental fees and other charges and remit them to the government. Therefore, what Artun Travel Services, INC is collecting from you is actually a "tax recovery charge" equal to the amount we expect the airlines to bill us, in satisfaction of those taxes, governmental fees and other charges they must remit to the authorities.

The charges listed within this "Taxes and Fees" section are not exhaustive and the final price charged to you may include other charges, costs and fees.

Artun Travel Services, INC makes no representation or warranty of any kind regarding this "Taxes and Fees" section, and all information is provided to you "as-is". Additionally, Artun Travel Services, INC assumes no responsibility and makes no representation or warranty of any kind regarding your use of Artun Travel Services, INC 's customer service agents, and shall not be liable for any damages, costs, claims, losses, or expenses that arise out of the same.

### **Changes to Flights Already Purchased**

All reservations are non-changeable and non-transferable unless otherwise stated by the airline.

If airline fare rules allow, tickets(s) issued through us may be exchanged for the original purchase price plus the applicable penalties, service fees, plus any difference between the original fare paid and the fare calculated for the new ticket(s). If you need to make a change to your reservation and that change is allowed, please be aware that such change will also be subject to a Artun Travel Services, INC change fee up to \$50 for domestic flights, \$100 for international flights per passenger. Flights both originating and landing outside of the US are subject to a \$125 administrative change fee per booking.

These fees are charged in addition to any change fees/penalties and any differences in airfare (based on the availability of the class of the original ticket purchased) that may be imposed directly by the airlines. Only the time and date of travel can be changed before the start of travel; changing the routing of travel is not permitted. Please note: Some tickets do not allow any changes.

In order to request a change on the ticket(s) that you have purchased:

- Change requests will only be accepted if they are made One (1) business day prior to the date of the originally scheduled flight. Change penalties will apply.
- Artun Travel Services, INC charges a \$25 non-refundable quote research fee which will be applied against the cost of
  changing your tickets once the change is accepted and successfully processed. If you do not specify the desired
  departure/return date and wish for a Artun Travel Services, INC agent to research multiple dates, then a \$50 agent fee
  applies.
- Artun Travel Services, INC will collect a nonrefundable \$50 for economy class/\$100 for premium and business class ticket handling fee for any cancellation and refund request regardless of reason of cancelations. If airline initiates schedule change that results in customer not accepting the new flight alternative, the handling fee will apply. The fee also applies if airline has cancelled flight for any reason and offers refund or rebooking to new dates without airline charges/fees. This fee covers extra handling of canceling flight and managing refund and rebooking process for the traveller.
- Difference in fare Additionally, if the value of the new ticket(s) is higher than the value of the original ticket(s) purchased the difference will be due to the airline. If the value of the new ticket(s) is less than the value of the original ticket(s), the airline will not credit the difference. Also, the change penalties will still apply.
- Travel must be completed with the same airline, in the same class of service and the same routing of the original ticket issued. Re-routing is not permitted.
- Name correction requests are not possible after the first travel date has passed.
- No show ticket(s) will not be processed for refund and/or exchange.

All reservations must be in the exact name of the person traveling, as stated on the government issued IDs or government issued passport of the traveler. Please be aware that name changes are not allowed once you have made a reservation. In some cases, you may be able to correct the spelling of a name subject to additional fees and penalties if allowed by the airline. You may also find that you have to cancel your original reservation, if allowed, and make a new reservation with a new flight at the current rate using the correct name.

#### Late Arrival/Missed Check-in

Airline policies clearly state that if you do not arrive on time for the first flight listed on your reservation you will be listed as a no-show. When you are listed as a no-show this means that the airline automatically cancels the remainder of your trip and you will lose all funds associated with such trip. Missed check-in deadline or failure to board within the required time will result in a ticket being non-refundable/loss of fare. Artun Travel Services, INC does not assume any liability whatsoever for flights that are

missed or failure to check-in or board on time. If you arrive late for check-in but before the aircraft departs please contact airline staff for re-accommodation on the next available flight. Please note: if you elect not to travel on the next available flight offered, this will also be regarded as a no-show. In most cases, you will be required to pay a separate airport change fee/penalty directly to the airline. If the airport staff is unable to provide assistance, please contact Artun Travel Services, INC and we will do our best to assist you.

Once you are certain that you cannot make your flight, your flights (i.e., segments) must be cancelled in order for the ticket(s) not to be listed as a no-show and therefore to be eligible to possibly retain any value. Cancellation of your flight segments by Artun Travel Services, INC does not guarantee your ticket will keep its value. The outcome of your situation will solely rely on the airline's fare rules applied to your ticket. If the airline fare rules allow for a refund and/or exchange, a \$100 per passenger for international and \$50 per passenger for domestic Artun Travel Services, INC fee will be charged to process any refund and/or exchange request. This fee will be in addition to the penalties charged directly by the airline NO SHOW ticket(s) will not be processed for refund and/or exchange.

#### **Cancellations and Refunds**

Tickets are non-refundable after 24 hours.

## **Cancel and Exchange**

In certain cases where an airline may allow you to cancel, a credit may be issued towards a future ticket purchase by the same traveler on the same airline. Usually the credit issued by the airline supplier has a specific expiration date, after which it cannot be used. Some airlines may also require you to rebook travel at the time of cancellation. All bookings where a cancellation may be permitted must be cancelled prior to the scheduled departure date of the first flight segment. When you are ready to make your new booking and wish to use your airline credit, you will be required to pay the fare difference (if any) plus applicable airline penalties and a Artun Travel Services, INC cancellation processing fee.

#### **Cancel and Refund**

All reservations cancelled within 24 hours of booking (unless otherwise stated) are subject to a \$24.99 per ticket standard cancellation fees.

Even if your ticket is **non-refundable**:

- For US bookings, you may cancel your booking and receive a full refund, subject to the airline's rules/regulations and our cancellation fees set forth above, within 24 hours of purchase. Please note that some carriers' policies require that the booking was made up to a week in advance of the flight's departure in order to receive a refund.
- For Canada bookings, you may cancel your booking and receive a full refund, subject to our cancellation fees by 3pm CST on the same day.
- Partially used ticket(s) are completely non-refundable.

All cancellation requests (US) must be submitted via email to <a href="mailto:info@artuntravel.com">info@artuntravel.com</a> and apply to all travelers on the reservation. Once Artun Travel Services, INC receives a change/cancel request, we will send you a quote with a confirmation of the fare rules, penalties and fees associated with making a change to your reservation. We will not make any changes to your original flights(s) unless you confirm the quote is acceptable to you.

In some limited cases after 24 hours, if Artun Travel Services, INC is able to obtain a waiver from the Airline to allow a refund, there will be a minimum Artun Travel Services, INC cancellation processing fee of \$100 per passenger for international flights and \$50 per passenger for domestic or flights originating/landing outside of the US in addition to any cancellation fees/penalties imposed by the airlines directly.

For some airlines, including Spirit, Frontier and Jetstar, travelers are required to initiate all cancellation and refund requests directly with the Airline.

We are unable to provide a specific timeline for how long it may take for refund requests to be processed. Once you have submitted a cancellation request, we will then send you a notification email that your request has been received. This notification does not

automatically qualify you for the approval of a refund, this only provides you with acknowledgement of your request. All changes/cancellation are governed by each airline's specific fare rules, policies and procedures, which are not under our control.

Additional fees may be assessed by third-party providers, distributors or suppliers in the event of an exchange, refund or cancellation. Refunds from our third party providers, distributors or suppliers will be made to you only after we have received payment of the Artun Travel Services, INC processing fees. Refunds could take up to 2 billing cycles to appear as a credit from your card merchant. Fees charged by Artun Travel Services, INC for the initial reservation will not be refunded.

### **Special Services**

Artun Travel Services, INC charges an agent assisted Special Services/Waiver processing fee of \$100 per ticket for customers seeking airline waivers for change requests, refunds or future airline credit for the following reasons: Death/Bereavement, Duplicate Reservation, Infant, Medical, Military, Name Change/Name Correction or Visa/Schengen Visa Issues. All Special Service/Waivers are on a request basis only and are subject to the airline's review and approval process along with their fare rules, policies and procedures. Special Service/Waiver fees are non-refundable and will be charged upon the provision of the service(s). If the airline honors the waiver request and charges additional fees, then the \$100 can be applied as a credit against any subsequent Artun Travel Services, INC change processing fees.

# 4. Payment and Flight Information and Confirmation

### **Payment Acceptance Policy**

We accept credit or debit cards issued in the US, Canada and several other countries. However, if your credit or debit card was not issued in the US or Canada, there is an additional US \$25.00 international credit card processing fee.

Payment may appear on your credit card statement in separate transactions - a charge by the airline as well as a charge from Artun Travel Services, INC (which may be appear as agent fee). However, the total amount charged to your credit card cannot exceed the total amount quoted and agreed during the booking process. If your credit/debit card is not processed or accepted for any reason, we will notify you within 24 hours. Prior to your form of payment being processed and accepted successfully, if there is a change in the price of air fare or any other changes, you may be notified of this change and only upon such notification you have the right to either accept or decline this transaction. If you elect to decline this transaction, you will not be charged.

In order to provide you with further protection, when certain transactions are determined to be high-risk by our systems, we will not process such transactions unless our credit card verification team has determined that it's safe to process them. In order to establish the validity of such transactions, we may contact you or your bank.

# **Credit/Debit Card Payments**

- 1. All credit cards must have a verifiable US, Canadian or other country billing address.
- 2. All bookings and fares are not guaranteed until ticketed by the supplier. For hotels and car rentals, bookings are not guaranteed unless you receive a confirmation number by email.
- 3. When you submit your credit or debit card for a purchase, we request an authorization for the amount of your anticipated transaction (placing a temporary "hold" on the funds). If for some reason we are unable to confirm your booking, you will not be charged. Upon notice from you we are able to request that such hold be released by your credit or debit card bank; until then, funds subject to the hold will not be available to you for other purposes.
- 4. If you credit card is declined for any reason, we will notify you within 24 hours. Simply submitting the credit card does not automatically guarantee ticketing.
- 5. Artun Travel Services, INC bears no responsibility in the event your credit or debit card is not approved or charged.
- 6. There can be many reasons why your credit/debit card may not have been approved or charged. Examples of these could be: airline could not confirm the booking, fare increased since payment information was submitted and prior to ticketing; or insufficient funds and/or failure to receive authorization from the bank. In such instances where fares may have increased, you will be provided with alternate options and you have the right to cancel the booking at no cost to you. When the booking is ticketed at the cost originally quoted to you, the ticket becomes non-refundable and non-cancellable.

- 7. Artun Travel Services, INC uses stringent safety measures for credit card payment processing. Fraudulent transactions, if any, are reported to airport security, airlines and other federal and state law enforcement.
- 8. You agree to be liable for any and all credit card payments and you agree not to dispute charges after the purchase has been made and your tickets and/or other products have been delivered by email confirmation or have been shipped to you. You agree to reimburse Artun Travel Services, INC in cases of chargeback or credit card disputes where you have genuinely purchased a service or product on our website.
- 9. Most credit card transactions over the phone to our Customer Service team are recorded and available as evidence in case of any dispute.
- 10. Online credit card transactions are authorized at the time a user or anyone acting on their behalf accepts these Terms and Conditions and continues with the purchase.

#### **Credit Card Declines**

If your credit card declines at the time of processing your payment Artun Travel Services, INC will attempt to notify you within 24 hours. Please note that we cannot process your reservation until we have received the required approvals from your financial institution and payment is secured. If Artun Travel Services, INC does not hear back from you within 24 hours (either by phone or email) in response to receiving notification of a credit card decline, we reserve the right to charge a non-refundable service fee of \$25.00 to help cover our costs associated with processing and holding your unpaid reservation. This fee will not apply if you contact Artun Travel Services, INC and advise us to reprocess payment (even if payment is declined again), cancel the reservation or if Artun Travel Services, INC is able to issue a ticket for the originally quoted price. The original fare and any other booking details are not guaranteed. If there is a fare change you have the right to cancel the booking at no cost to you. There will be no service fees charged for this.

## Credit Card Disputes and "Chargebacks"

If you have any questions or concerns regarding a charge completed to your credit card in conjunction with the airline ticket charge, any Artun Travel Services, INC processing charge or fare adjustment we ask that you contact us directly at <a href="mailto:info@artuntravel.com">info@artuntravel.com</a> prior to disputing the charge(s) with your credit card company. At that time Artun Travel Services, INC will work with you in reviewing any concerns.

By accepting the terms and conditions of this Agreement, you agree to be liable for any and all credit card payments and you agree not to dispute the charges (including processing fees, airline ticket charge or fare adjustment) after the purchase has been made and your tickets and/or other products have been delivered by email confirmation. In some instances, customers frivolously dispute credit card charges even though the charges are legitimate. By agreeing to the terms and conditions set forth in this Agreement, the customer assumes the burden of proof if he/she wishes to contest a charge on a credit card for travel service purchased, or for any other fees, taxes or services as outlined to the customer during the booking process. The customer also agrees that the bank will not be permitted to make a chargeback against "Artun Travel Services, INC", a consolidator or an airline, until Artun Travel Services, INC and the bank discuss the charges and the burden of proof is met. The customer also agrees not to initiate a chargeback if Artun Travel Services, INC has abided by the terms and conditions outlined in this document (which a customer agrees to by approving the booking by email).

In the event a customer initiates any unjustified, fraudulent or frivolous chargeback, or creates a chargeback for an airline ticket that the airline would normally not refund according to its own policies and regulations associated with the fare (e.g., non-refundable ticket), the customer agrees to be liable in full for a) the total reservation amount, b) any legal and collection costs incurred by us in recovering the charges as well as c) a \$250 administrative/accounting penalty for the inconvenience.

In the event a chargeback is opened on a reservation which is not currently flown, Artun Travel Services, INC and/or the airline have the right to cancel all unused segments for the reservation in question, without notice, and the customer will be liable for the full cost of the airline ticket purchased, Artun Travel Services, INC processing fees or fare adjustment amount(s) for the reservation.

## 5. Miscellaneous General Terms and Conditions

## **Exclusion of Warranty**

The information, software, products, and services published on this website may include inaccuracies or errors, including pricing errors. In particular, Artun Travel Services, INC does not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to the information and description of the hotel, air, car and other travel products displayed on this website (including, without limitation, the pricing, photographs, list of hotel amenities, general product descriptions, etc.), much of which information is provided by the respective suppliers.

Artun Travel Services, INC and any third party providers, distributors and suppliers make no warranty of any kind regarding this website and/or any materials provided on this website, all of which are provided on an "as is" basis. Artun Travel Services, INC and any third party providers, distributors and suppliers do not warrant the accuracy, completeness, currency or reliability of any of the content or data found on this website and such parties expressly disclaim all warranties and conditions, including implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade. Artun Travel Services, INC and any third party providers, distributors and suppliers make no warranty of any kind about the suitability of the information, software, products, and services contained on this website for any purpose, and the inclusion or offering of any products or services on this website does not constitute any endorsement or recommendation of such products or services by Artun Travel Services, INC or our affiliates. Neither Artun Travel Services, INC, nor any third party providers, distributors or suppliers warrant that this website, its servers or any email sent from Artun Travel Services, INC are free of viruses or other harmful components. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

The Website is solely directed to individuals residing in the United States. We make no representation that materials available on or through the website are appropriate or available for use in other locations. Those who choose to access the website from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent that local laws are applicable. We reserve the right to limit the availability of the website to any person, geographic area or jurisdiction, at any time and in our sole discretion.

## **Limitation of Liability**

Artun Travel Services, INC assumes no responsibility, and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in this website or your downloading of any materials, data, text, images, video or audio from the website. In no event shall Artun Travel Services, INC or any third party providers, distributors or suppliers be liable for any injury, loss, claim, damage, or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including, but not limited to lost profits or lost savings), whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with (i) any use of this website or content found herein, (ii) any failure or delay (including, but not limited to the use of or inability to use any component of this website for reservations or ticketing), or (iii) the performance or non-performance by Artun Travel Services, INC or any third party providers, distributors, or suppliers, including but not limited to, non performance resulting from bankruptcy, reorganization, insolvency, dissolution or liquidation even if such party has been advised of the possibility of damages to such parties or any other party. The third party providers, distributors, carriers, and other suppliers providing travel or other services on this website are independent contractors and not agents or employees of Artun Travel Services, INC.

Artun Travel Services, INC is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any third party providers, distributors, carriers, advertisers, and other third parties or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom or for any claims, damages, losses, fines, penalties, or other costs or expenses of any kind relating to third party providers, distributors, carriers, advertisers, and other third parties, including without limitation costs related to your use or viewing of third party links, banners, or advertisements, and any content found therein. Artun Travel Services, INC shall have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, price correction, force majeure or other causes beyond its direct control, and shall have no responsibility for any additional expense, fees, omissions, delays, re-routing or acts of any government or authority. By offering for sale travel to particular destinations, Artun Travel Services, INC does not represent or warrant that travel to such points is advisable or without risk and is not liable for damages or losses that may result from travel to such destinations. In addition, Artun Travel Services, INC expressly reserves the right to correct any pricing errors (including, without limitation, typographical or display errors, incorrect supplier information,

additional fees, taxes or charges, airfare increases or decreases prior to the issuance of tickets, and currency conversion miscalculations) on our website and/or on pending reservations made under an incorrect price. This right applies whether or not the order has been confirmed and/or your credit card charged. In the event of a correction to a pending reservation, as your sole and exclusive remedy, we will offer you the opportunity to keep your pending reservation at the corrected price, or, at your option, we will cancel your reservation without penalty. In the foregoing situation Artun Travel Services, INC will cancel your reservation if you do not communicate your choice to Artun Travel Services, INC within 24 hours.

By using the Website, you agree to irrevocably waive any claim against Artun Travel Services, INC and agree that neither Artun Travel Services, INC nor any of its subsidiaries, affiliates, officers, directors, managers, agents, contractors or employees, shall be held liable for:

- any loss of or damage to property or injury to any person caused by reason of defect, negligence, or other wrongful act of
  omission of, or any failure of performance of any kind by any Travel Suppliers
- any inconvenience, loss of enjoyment, mental distress or other similar matter;
- any delayed departure, missed connections, substitutions of accommodations, termination of service, or changes in fares and rates:
- any cancellation or double-booking of reservations or tickets beyond the reasonable control of Artun Travel Services, INC :
- and any claim of any nature arising out of or in connection with air or other transportation services, products or other features performed (or not) or occurring (or not) in connection with your itinerary.

For avoidance of doubt (and without limiting the foregoing), Artun Travel Services, INC does not assume any liability for cancelled flights, flights that are missed, or flights not connecting due to any scheduled changes made by the relevant airlines.

If, notwithstanding the foregoing, Artun Travel Services, INC or any third party provider, distributor or supplier should be found liable for any loss or damage which arises out of or is in any way connected with any of the above described functions or uses of this website or its content, the liability of Artun Travel Services, INC and the third party providers, distributors and suppliers shall in no event exceed, in the aggregate, the lesser of (a) the service fees you paid to Artun Travel Services, INC in connection with such transaction(s) on this website, or (b) us\$100.00. In its sole discretion, in addition to any other rights or remedies available to Artun Travel Services, INC and without any liability whatsoever, Artun Travel Services, INC at any time and without notice may terminate or restrict your access to any component of this website. Some states do not allow the limitation of liability, so the foregoing limitation may not apply to you.

The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose.

#### Indemnification

You agree to defend and indemnify Artun Travel Services, INC and/or their respective third party providers, distributors and suppliers, and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, judgments, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including but not limited to reasonable legal and accounting fees, as a result of: (a) your breach of this agreement or other obligations or policies referenced herein; (b) your violation of any law or the rights of a third party; or (c) your use of this website.

#### Release

If you have a dispute with a travel product or service supplier(s), including but not limited to airlines, hotels, cruise lines, railroads, car rental agencies, tour operators and consolidators, vacation packages and activities suppliers, travel assist service providers and insurance providers, you release us, our affiliates, partners, joint ventures and their respective officers, directors, managers, agents and employees from claims, demands (direct, indirect, incidental and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

#### Links to Third Parties, Banners and Websites

This Website may contain hyperlinks, banners and advertisements of other websites operated by parties other than Artun Travel Services, INC. Such hyperlinks, banners and advertisements are provided solely as a convenience to you and not as an endorsement by Artun Travel Services, INC, its third party providers, distributors or suppliers of the contents of such other websites. We do not control such websites and are not responsible/liable for any claims, damages, losses, fines, penalties, or other costs or expenses of any kind. Artun Travel Services, INC makes no representation or warranty regarding any other websites or the contents and materials on such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this Website or other websites) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature.

## **Termination**

Artun Travel Services, INC may terminate this Agreement and these terms and conditions and/or the provision of any of the services at any time, without cause. Such termination shall not affect any right to relief to which Artun Travel Services, INC and its third party providers, distributors or suppliers may be entitled, at law or in equity. Upon termination of this Agreement and these terms and conditions, all rights granted to you will terminate and revert to Artun Travel Services, INC and its third party providers, distributors, or suppliers, as applicable.

### **Privacy**

Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users. By accessing/using this Website, you consent to the Privacy Policy and the information practices, therein.

### **Relationship of the Parties**

The relationship between Artun Travel Services, INC 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.

## **Dispute Resolution**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND WE MAY HAVE AGAINST EACH OTHER ARE RESOLVED.

Customer satisfaction is the foundation of our success. That's why, if a dispute arises between us, our goal is to resolve the dispute quickly in a fair and cost-effective way. Accordingly, we encourage you before taking any other action, to reach out to us by contacting our Customer Service at +1 800-677-8875 or <a href="mailto:info@artuntravel.com">info@artuntravel.com</a> so that we have an opportunity to try and address your concerns. If we are not able to resolve your dispute or claim within 60 days, you may seek relief through arbitration or in small claims court, as set forth below.

All claims you bring against Artun Travel Services, INC must be resolved in accordance with this "Dispute Resolution" section. All claims filed or brought not within accordance to this "Disputes Resolution" section shall be considered improperly filed and void. Should you file a claim not in accordance with this "Resolution of Disputes" section, we may recover from you our attorneys' fees and costs up to US\$1,000 provided that we have notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

## **Governing Law**

This Agreement will in all respects be governed by and construed and interpreted in accordance with the laws of the State of Illinois, USA without regard to its conflict of law principles. Unless otherwise mutually agreed by the parties in writing or as described in the Mandatory Arbitration provision below, you consent to the exclusive jurisdiction of the courts located in Cook County Illinois in any action arising out of or in connection with this Terms and Conditions. Unless otherwise prohibited by applicable law, any Claim must be brought within two (2) years from the date on which such claim arose or accrued. in writing

## **Mandatory Arbitration**

Any dispute, claim or controversy arising out of or in connection with or relating to the subject matter of this Agreement, or any breach thereof, including, but not limited to, all issues regarding jurisdiction, existence, scope, validity, performance, interpretation, and termination, shall be settled through binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its then current Commercial Arbitration Rules; except that you may assert claims on an individual basis in a small claims court located in Chicago, (Cook County), IL if they qualify under the rules of the small claims court. If you are not a U.S. resident, the International Arbitration Rules of the American Arbitration Association shall be used. The arbitrator shall have jurisdiction to award, and shall award, the prevailing party its reasonable attorneys' fees, costs and expenses. All arbitration proceedings shall be held in Chicago, Illinois, U.S.A. Please note that Artun Travel Services, INC may also undertake any Claims against you at the small claims court. Should any provision, section or part of this Agreement be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, that element of the Agreement may be severed and will not affect the validity or enforceability of the remaining portions of this Agreement in that jurisdiction. Judgment on any arbitration award may be entered in any court having jurisdiction over the subject matter or the parties. Notwithstanding the foregoing, this provision shall not preclude either party from seeking temporary, provisional, or injunctive relief from any court.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS & CONDITIONS, WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO THE CLAIMS COVERED BY THIS MANDATORY ARBITRATION PROVISION.

#### Attorney's Fees

All costs and expenses incurred by the prevailing party in enforcing or defending this Agreement or an arbitration award (including, without limitation, reasonable attorneys' fees) shall be paid by the non-prevailing party in that particular action or proceeding.

#### **Changes to Terms**

We may modify the Terms at any time, in our sole discretion. If we do so, we will post the amended Terms and Conditions on this website, and they will take effect immediately upon being posted on the website.

#### Waiver

No waiver of a breach of any provision of this Agreement shall have any force or effect unless in writing, signed by a duly authorized representative of the party to be charged. No waiver of a breach of any provision of this Agreement shall be deemed to be, or shall constitute a waiver of a breach of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver of such breach unless otherwise expressly provided in such waiver.

#### Survival

Any provisions which by their express or implicit terms are intended to survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and shall be enforceable in accordance with their terms.

## **Severability**

Each provision contained in this Agreement constitutes a separate and distinct covenant and provision, severable from all other provisions. It is agreed that should any clause, condition or term, or any part thereof, contained in this Agreement be unenforceable or prohibited by law or by any present or future legislation, then such clause, condition, term or part thereof, will be amended, and is hereby amended, so as to be in compliance with the said legislation or law but, if such clause, condition or term, or part thereof, cannot be amended so as to be in compliance with the said legislation or law, then such clause, condition, term or part thereof is severable from this Agreement, and all the rest of the clauses, terms and conditions or parts thereof contained in this Agreement will remain unimpaired and continue in full force and effect.

### **Assignment**

Neither this Agreement, nor any rights, performance, or obligations hereunder, may be assigned, subcontracted or delegated by you without Artun Travel Services, INC 's prior written consent.

## **Successors and Assigns**

This Agreement will inure to the benefit of and be binding upon the parties hereto as well as their successors and permitted assigns, trustees, heirs and personal representatives. If you have any additional questions or concerns about this Agreement, please feel free to contact us at  $\pm 1-800-677-8875$ , Artun Travel Services, INC , 307 N. Michigan Ave. Suite:917 Chicago, IL, United States, or email us at  $\pm 1-800-677-8875$ , Artun Travel Services, INC , 307 N. Michigan Ave. Suite:917 Chicago, IL, United States, or email us at  $\pm 1-800-677-8875$ , and  $\pm 1-800-677-8875$ , artun Travel Services, INC , 307 N. Michigan Ave. Suite:917 Chicago, IL, United States, or email us at  $\pm 1-800-677-8875$ , artun Travel Services, INC , 307 N. Michigan Ave. Suite:917 Chicago, IL, United States, or email us at  $\pm 1-800-677-8875$ , artun Travel Services, INC , 307 N. Michigan Ave. Suite:917 Chicago, IL, United States, or email us at  $\pm 1-800-677-8875$ , artun Travel Services, INC , 307 N. Michigan Ave. Suite:917 Chicago, IL, United States, or email us at  $\pm 1-800-677-8875$ , artun Travel Services, INC , 307 N. Michigan Ave. Suite:917 Chicago, IL, United States, or email us at  $\pm 1-800-677-8875$ , artun Travel Services, INC , 307 N. Michigan Ave. Suite:917 Chicago, IL, United States, or email us at  $\pm 1-800-677-8875$ , artun Travel Services, INC , 307 N. Michigan Ave. Suite:917 Chicago, IL, United States, or email us at  $\pm 1-800-677-8875$ , artun Travel Services, INC , 307 N. Michigan Ave. Suite:917 Chicago, IL, United States, or email us at  $\pm 1-800-677-8875$ , artun Travel Services, INC , 307 N. Michigan Ave.