

## **ThinkItBookIt.com Terms of Use:**

**Please read the Terms and Conditions carefully before using ThinkItBookIt.com**

ThinkItBookIt.com (hereafter, “website”) operates under Think It Book It Travels, which is a company offering international travel services. This is a statement of Terms & Conditions of use that all users of ThinkItBookIt.com must adhere to. The registered address of Think It Book It Travels (hereafter, “company”) is \_\_\_(your officially registered complete address must come here)\_\_\_The registration number of the company is \_\_\_(must come here. This offers authenticity)\_\_\_\_\_. The company is a licensed travel agency in the province of Ontario, Canada; and as such, it offers the service of providing travel information and reservations, as provided by various third party suppliers, to the customers.

This Terms & Conditions of Use Agreement (“Agreement”) sets forth the legally binding terms of your use of ThinkItBookIt Services. Any user of the website whether a “visitor”, or a “surfer”, or a “customer”, including those accessing website through a mobile device, automatically become legally binding to all the clauses of this “Agreement”. A “visitor” refers to a person using some / any of the services. A “surfer” refers to one who is just browsing the website. A “customer” refers to a person who makes any purchase through the website. All visitors, surfers, and customers may collectively be referred to as “users”. The “membership account” refers to your account registered on website. The “account information” or the “membership information” refers to the information that you choose to disclose on the website. You are allowed to use the website only if you agree to abide by all the laws and the Terms & Conditions of Use. If you do not agree to abide by these laws and other laws applicable, you are advised to immediately discontinue usage of the website. You are required to read and indicate acceptance of this Agreement during the registration process.

The usage of this site expressly denotes that you have read and accepted the following terms and conditions. Your usage of any of the services offered automatically implies your consent for all of these Terms & Conditions. If you do not

agree with any part of the following Terms & Conditions you are advised not to use this website.

**A. Ownership:** This website and all of its sections and components along with the content on this side is the copyrighted property of Think It Book It Travels and / or various third party providers, distributors, vendors, tour operators, cruise providers, airlines, and all other third-party service providers. The services provided by the third party providers, distributors, vendors, tour operators, cruise providers, airlines, and all other third-party service providers; are subject to their individual websites' Terms and Conditions. All users are advised to go through the Terms and Conditions of these providers, distributors, vendors, tour operators, cruise providers, airlines, and all other third-party service providers; on an individual basis, as the ThinkItBookIt.com or Think It Book It Travels shall not be held responsible, in any way, for any or all of the situations arising out of the application of the Terms and Conditions of these providers, distributors, vendors, tour operators, cruise providers, airlines, and all other third-party service providers.

Much of the content found on this website is owned by third party providers like the data related to transportation or carriage schedules is the copyrighted work of the information providers. The company shall not be held responsible in any way for the authenticity of this material.

The trademarks, logos, and service marks displayed on the website (collectively referred to hereafter as, "trademarks") are registered intellectual property. Nothing contained on this website shall be construed as granting by implication, estoppels, or otherwise, any licence or right to use any of the trademarks without prior written permission of the Think It Book It Travels, companies, organizations, individuals or the other parties that may have the ownership of these trademarks.

**B. Third Party Providers, Distributors, Vendors, Tour Operators, Cruise Providers, Airlines, and all other Third-Party Service Providers:** All travel packages, airfares and hotels, cruises and vacation packages displayed on the website are supplied by third-party providers, distributors, vendors, tour operators, cruise providers, airlines, and other third-party service providers. In addition to the applicability of their own Terms and Conditions, ThinkItBookIt.com and Think It Book It Travels also declare that both the website and the company are just sellers of these third-party services. Under no condition, the website or the company, shall be held liable or responsible for any incidents, conditions, or situations arising out of, or caused by the negligence, or misdemeanour, or any other fallacies of these providers,

distributors, vendors, tour operators, cruise providers, airlines, and all other third-party service providers.

The website and the company also wish to declare to all users, especially the customers that the accommodations and other travel conditions indicated on the website may differ from the actual ones. The website or the company shall not be held liable for any such discrepancies. The website or the company shall also not be held liable for any loss, damage or injury of any nature, whatsoever, whether to person or property resulting as an indirect or direct outcome of purchase of any of the travel services through the website.

The website also declares that the cruises and vacation packages displayed on the website are made available through third party service providers, package tour operators and cruise operators. The company or the website does not have any control over the quality of services they offer and does not influence the performance, operations, and policies of these third-party service providers in any way. All cancellations of cruise line bookings and vacation packages may attract penalties. The customers have the sole responsibility to find out the complete information from the third-party service providers regarding their service policies, penalties and any other charges, as applicable. The information regarding the penalties and additional charges is not available on ThinkItBookIt.com. Therefore, the customers are advised to collect the complete information before proceeding to make any bookings, as once the bookings are made, the applicable charges will come in force immediately.

The transport of passenger baggage and other cargo is the responsibility of the cruise service provider or the package tour operator, as may be applicable. This is indicated clearly on the travel documents. The customers are advised to read the Terms & Conditions / User Agreement / Legal Notices, any other such documents, of the third-party service providers, or the travel services indicated on the documents. Under no circumstance, ThinkItBookIt.com, or the company shall be held responsible in any way, for any misdemeanour, manhandling, loss, and / or damage to the passenger baggage or cargo.

Information regarding all special offers by the third-party providers, distributors, vendors, tour operators, cruise providers, airlines, and other third-party service providers, is supplied to the website by the concerned service providers ONLY. These special offers are displayed on the website as and when they are made available. Under no circumstances, the website shall be held responsible for failure to update the changes / availability / unavailability of any special offers.

- C. Eligibility and Responsibility:** The minimum age of the customers on this website is 18 years. If you use this website, you are solely responsible for maintaining the confidentiality of your membership information that you choose to disclose through your membership account on the website. You are solely responsible for all the activities that occur under your membership account. By operating and using your membership, you automatically represent that you are of specified legal age to use this website. It is solely your own responsibility to maintain the confidentiality and privacy of your account information like username, password, and other account information. All users are also required to take the sole responsibility for all the financial transactions that happen through their membership accounts. The website or the company shall not be held responsible, in any way, for any unauthorised activity happening through your membership account.
- D. Jurisdiction and Area of Operations:** The ThinkItBookIt.com website is owned and operated by Think It Book It Travels office in Mississauga, Ontario, Canada. The website services are available throughout Canada only. The website and company and all the purchases made through the website are governed and processed under the Canadian law, and are specifically subject to Ontario regulations.
- E. Privacy:** By using this website, in any way, as a user, you indicate your consent that you have read and understood the Privacy Policy of the website. You also indicate your consent to the company to use your membership information and share it with the third parties in accordance with the terms of and for the purposes set forth in the ThinkItBookIt.com Privacy Policy. The website does not divulge users' information to third parties under normal conditions. However, under conditions posing threat to national and international security, and other conditions requiring intervention from government, courts, and law enforcement authorities; or to protect the rights and properties of the website, and the company, we reserve the right to share the membership information with people outside of the company.
- F. Website Usage:** ThinkItBookIt.com grants all users a limited, non-transferable license to use the website in accordance with the laid out Terms & Conditions. The website is to be used only to make legitimate reservations or purchases and not for any other related or unrelated purposes, including without limitation, to make any speculative, false or fraudulent reservation or any reservation, ahead of, and in anticipation of demand.
- G. Online Safety:** The privacy of all our users is of utmost concern to us. Our Privacy Policy is designed to keep you safe online while using the website. It

also makes important disclosure to you as to how the website collects and uses the information posted by you and other content on the website. We suggest, you keep yourself abreast of the Privacy Policy to be able to take knowledgeable steps and well-informed decisions.

- H. Content Review, Display, and Transmission:** The website reserves the right to, but is not obligated; to monitor and/or review any information transmitted or received through the website. The website also reserves the right to censor, edit, remove, or prohibit, the transference and transmission of any information sent out or received through this website, which it considers inappropriate or in violation of the Terms & Conditions of the website. These Terms & Conditions apply to any content published, displayed, submitted, or presented on or through the website. All such content is the exclusive property of the website and/or its third party providers, distributors, vendors, and tour operators, as well as the applicable airlines and cruise providers. This website is intended for personal usage only. Under no circumstances should it be used to promote any kind of commercial activity, whatsoever. None of this content, in part, or in whole; may be reproduced, republished, displayed, distributed, modified, sold, or transferred without the written consent of Think It Book It Travels or ThinkItBookIt.com.
- I. Relationship with Users:** The relationship between the website and all users will be that of independent contractors. Under no condition the relationship between any of the people associated with the website and the users shall construed to be that of partners, joint ventures, fiduciaries, employees or agents of each other.
- J. Termination and Modification:** The company and the website reserve the right to modify these Terms & Conditions at any point in time. All users are advised to review the Terms & Conditions from time to time to keep abreast with the latest version. Your continued usage of the website implies concurrence with the Terms & Conditions in force at the point in time of usage of the website. The company and the website also reserve the right to terminate any membership, which it considers in violation of these Terms & Conditions at any point in time. Under these circumstances, all rights and facilities granted to the said users by the company or the website will revert to the company or the website and to its individual third party providers, distributors, vendors, tour operators, cruise providers, airlines, and all other third-party service providers.
- K. Payments:** All payments for online bookings must be made in full at the time of purchase. The online purchases can be made using Visa, MasterCard, or

American Express credit cards. The vacation purchases are 100% non-refundable. The website does not accept third-party credit cards for online purchases. All purchases must be made through credit card/s of at least one passenger travelling in person, for the bookings to be valid. The credit cards used to make purchases online may have to be produced, upon request, at the time of availing the travel. The website and the company reserve the right to report, investigate, and prosecute all suspected fraudulent purchases at their sole discretion.

- L. Confirmations and Delivery:** All purchases made online are confirmed through a confirmatory email to the customers. The customers have the responsibility to check the travel information on the confirmatory email for verification purposes. If any discrepancy is found between the travel product purchased and the information on the confirmatory email, it should be reported by the customer, within 24 hours, from the time of booking on our Customer Care office - 905-270-4111.

If you wish to have your tickets delivered in hard copy, they shall be delivered via courier or our office pick-up. Courier deliveries shall be charged an additional fee of Canadian\$ 15.00 for Ontario and Canadian\$ 25.00 for the rest of Canada. This is in accordance with the applicable courier charges. Any inconvenience to the customers is truly regretted.

For tour package bookings, the website receives documents from the requisite tour operators only 2-3 weeks before departure. These need to be reviewed and processed then by us. Once all checks are done, they are then delivered to the customers. We try our level best to deliver the tickets to the customers at least one week before the date of departure.

For the purchases made on short notices, wherein the departures are scheduled within three weeks of purchases, tickets shall be available only through office pick-up option.

- M. Documentation and Processing:** The customers and/or travelling passengers, hold the sole responsibility of obtaining all the necessary documents such as the valid passports, visas, proof of Citizenship, Government issued photo ID, and any others, needed to gain entry into the country of destination.

It is the sole responsibility of the customers and/or travelling passengers, to obtain necessary documentation, information and to fulfil other necessary requirements by contacting the Consulate of the destination country.

The customers and/or travelling passengers, hold the sole responsibility of providing sufficient time base for the requisite processing and obtaining of all these documents.

The customers and/or travelling passengers also hold the sole responsibility of carrying all the valid documents on their person at the time of travel and present them upon request by the authorities.

The customers and/or travelling passengers also hold the sole responsibility to present to the authorities all the necessary valid documents upon entering Canada after the trip.

The website or the company shall not be held responsible if the customers and/or travelling passengers, fail to do any and/or all of the above and are denied entry into the destination country.

The website or the company shall also not be held responsible or liable if the customers and/or travelling passengers are denied entry into the country of destination on account of any suspected or proven illegal activity, criminal record, or any other violation, as per the jurisdiction of the destination country.

It is **IMPORTANT** that children under 18 years of age, who are travelling only with one parent, must have in their possession, at all times, a letter of authorization signed and endorsed by the parent, who is not travelling. If the child is travelling unaccompanied, this authorization must be duly signed and endorsed by both the parents. This condition is not valid only if one or both the parents is/are deceased. Under such unfortunate circumstances, it may be required to produce the necessary documents validating death of the parent/s, if requested by the authorities.

Our customer care people shall be happy to assist the customers and give them information regarding the necessary documentations and their processing. Kindly contact - our Customer Care office - 905-270-4111.

**N. Cancellations:** All purchases made through the website are 100% non-refundable. However, some itinerary changes in the travel may be possible, depending upon the availability. These changes shall invite the requisite charges as determined by the individual third party providers, distributors, vendors, tour operators, cruise providers, airlines, and all other third-party service providers.

**O. Insurance:** The website offers the option to purchase travel insurance with every booking. This is to the advantage of the customer/s and/or travelling passenger/s. Travel insurance is beneficial as it provides some insurance cover under unforeseen circumstances. The insurance cover provided may differ from service to service and from provider to provider. They are solely determined by the individual third party providers, distributors, vendors, and

tour operators, as well as the applicable airlines and cruise providers. While the option to opt for taking the insurance cover rests solely with the customers, the website and company recommend it highly. Under the circumstances of willingness to avail the insurance, or to get more information about the travel insurance, the customers are requested to contact the Customer Services representative of the website or the company.

**P. DISCLAIMER:** ALL PRICES ON THIS WEBSITE ARE QUOTED IN CANADIAN FUNDS AND ARE BASED ON AVAILABILITY, AND PRICES CURRENT AT THE TIME OF COLLECTION. THESE PRICES ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT PRIOR NOTICE. TO CONFIRM AVAILABILITY AND FINAL PRICING PLEASE CALL AND TALK TO OUR AGENT AT 1-888-680-TIBI DURING THE NORMAL WORKING HOURS. THE PRICE QUOTED TO YOU BY THE AGENT WILL CONSTITUTE THE FINAL GUARANTEED PRICE AND PREVAILS OVER ANY OTHER PRICE. OTHER ACTIVITIES AND AMENITIES ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT PRIOR NOTICE.

You can direct your queries regarding these Terms & Conditions, to 905-270-411. Our representatives will be happy to assist you.

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Writer: Neena Dayal

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