

Travelcor - Terms and Conditions

Effective Date: 7/17/2025

Last Updated: 7/17/2025

If you are creating and/or using a Customer Account (as defined below), these terms and conditions (“**Agreement**”) creates a legal agreement between the legal entity you represent or for which you act and Corporate Lodging Consultants, Inc. (“**Travelcor**”) for your access and use of the Travelcor Services (as defined below). If you are creating and/or using a User Account (as defined below), this Agreement creates a legal agreement between you and Travelcor for your access and use of the Travelcor Services.

The Agreement also governs any interactions or communications you have with us through our Travelcor Service.

By accessing or using the Travelcor Services, making a Booking, or otherwise agreeing to the Agreement, you accept and agree to the Agreement and you acknowledge our Privacy Policy and any supplement thereto (available online at <https://www.corpay.com/privacy-policy/unitedstates> and [Travelcor | Global supplemental privacy policy](#)). If you do not accept the Agreement, please do not use the Travelcor Services.

THIS AGREEMENT CONTAINS IMPORTANT INFORMATION ABOUT LIMITATIONS OF LIABILITY AND RESOLUTION OF DISPUTES THROUGH MANDATORY ARBITRATION RATHER THAN IN COURT. IT ALSO LIMITS YOUR ABILITY TO BRING A CLASS ACTION.

We may change this Agreement’s terms at any time, and you agree that your continued use of the Travelcor Services following changes to the Agreement shall be deemed your acceptance to those updated terms.

Agreement Table of Contents

Click on the links below to jump to that section of the Agreement.

1. [Definitions](#)
2. [Account Creation & Use](#)
3. [Travelcor Services](#)
4. [Pricing & Payments](#)
5. [Intellectual Property](#)
6. [Personal Data & Non-Disclosure](#)
7. [Termination](#)
8. [Warranty & Disclaimer](#)
9. [Indemnification](#)
10. [Limitation of Liability](#)
11. [Dispute Resolution](#)
12. [Terms for Users in Certain Jurisdictions](#)
13. [General Provisions](#)

14. Contact Information

1. DEFINITIONS

- 1.1.** “**Account**” means, as applicable, your Customer Account or User Account.
- 1.2.** “**Affiliate**” means any entity that controls, is controlled by, or is under common control with Customer or Travelcor, where the term “**control**” means the ownership, directly or indirectly, of more than fifty percent (50%) of the equity, shares, or voting interest in Customer or Travelcor.
- 1.2.** “**Booking**” means any travel-related reservation.
- 1.3.** “**Customer**” means the legal entity that has created a Customer Account in order to provide travel services to its employees or other authorized Users of the Travelcor Services.
- 1.4.** “**Customer Account**” means the Account created by Customer in order to provide Travelcor Services to its employees or other authorized users.
- 1.5.** “**Fees**” means Travel Supplier Fees and Travelcor Fees.
- 1.6.** “**Travel Supplier**” means an airline, hotel, rental car agency, rail company, travel inventory aggregator, travel network agency or service, insurance provider or other provider of travel-related products or services.
- 1.7.** “**Travel Supplier Fees**” means all amounts due and payable by you to a Travel Supplier for any Booking you make using the Travelcor Services or for any travel-related service provided, directly or indirectly, to you by a Travel Supplier in connection with a Booking.
- 1.8.** “**Travel Supplier Services**” means the airline, hotel, rental car agency, rail company, travel inventory aggregator, travel network agency or service, or other travel-related products or services provided by a Travel Supplier.
- 1.9.** “**Travelcor**” and “**we**” and “**our**” and “**us**” mean Corporate Lodging Consultants, Inc.
- 1.10.** “**Travelcor Fees**” means all amounts due and payable by you to Travelcor for Travelcor Services. Travelcor Fees do not necessarily include all amounts owed by you to Travel Suppliers.
- 1.11.** “**Travelcor Service(s)**” means the online or hosted services provided by Travelcor to you through the Website which include, among other things, functionality enabling you to book and, in some circumstances, pay for travel-related services provided by Travel Suppliers and customer support.
- 1.12.** “**User**” means an employee or other individual that Customer has authorized to access and/or use the Travelcor Services.
- 1.13.** “**User Account**” means an Account created by or for a User to access and use Travelcor Services as a User.
- 1.14.** “**Website**” means the websites owned by Travelcor (*e.g.*, travelcor.com; book.travelcor.com) through which you may access and use the Travelcor Services.
- 1.15.** “**You**” means Customer and/or User, as applicable to the Account and the use of the Travelcor Services.

2. ACCOUNT CREATION & USE

2.1. Customer Account. To enable your access and use of the Travelcor Services as a Customer, you must create a Customer Account on the Website. To enable a User's access and use of the Travelcor Services, you must assign the User a unique username and password on the Website. Travelcor may reject, and you may not use, a user ID (or e-mail address), for any reason in Travelcor's sole discretion. For example, Travelcor may reject a user ID (or e-mail address) that is already being used by someone else; that may be construed as impersonating another individual or legal entity; that belongs to another individual or legal entity; that violates the intellectual property or other rights of any person; or that is offensive.

2.2. User Account. To enable your access and use of the Travelcor Services as a Customer, you must create a User Account on the Website.

2.3. Account Credentials & System Security. You are responsible for maintaining the confidentiality of the credentials that enable access to or use of your Account. You are also responsible for maintaining the security of the systems and networks that you use to access or use your Account or the Travelcor Services. If you have any reason to believe that your credentials have been compromised, or that the security of your system or network has been compromised, you must notify Travelcor as soon as possible. WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

2.4. Customer Obligations. You represent, warrant, and covenant to us that: (i) you are authorized to enter into the Agreement for yourself and, if applicable, on behalf of Customer; (ii) you are authorized to provide Travelcor and, directly or via the Travelcor Services, any Travel Supplier with any personal data or personal information that you will provide relating to any User; (iii) the information you have provided to Travelcor and any Travel Supplier is correct and current; (iv) you will use the Travelcor Services solely for your internal business-related travel; (v) you will not use the Travelcor Services in any price manipulation or ticketing abuse; (vi) you will not use "screen scraping" or other data aggregation on the Travelcor Services; and (vii) you will use the Travelcor Services exclusively for authorized and legal purposes and consistent with all applicable laws, regulations, and rights of others.

2.5. Marketing Support. Customer grants to Travelcor a non-exclusive, non-transferable (except as permitted under [Section 13.4](#)), revocable, limited right to use the Customer name, trademarks, and logos (collectively, the "**Customer Marks**") in accordance with any Customer trademark and logo use guidelines that Customer provides to Travelcor. Any public use by Travelcor of the Customer Marks shall be subject to Customer's prior consent, except that Travelcor may use the Customer Marks to identify Customer as a customer of Travelcor, including on the Travelcor corporate website. All goodwill developed from such use shall be solely for the benefit of Customer.

2.6. Customer and User Support. For any issues arising out of the Travelcor Services, you should promptly contact Travelcor Travel Support via the Travelcor Services or by calling Travelcor's Travel Support Center. Failure to do so may result in a waiver of one or more available remedies under this Agreement. You will also timely submit any complaints arising out to the Travelcor Services, any Travel Supplier or any Booking to Travelcor via the Travelcor Support Center.

3. TRAVELCOR SERVICES

3.1. Travelcor Services for Business Travel. You may use the Travelcor Services to book and, in some circumstances, pay for Travel Supplier Services provided by Travel Suppliers and to access and use third-party applications that are available within, or integrated into, the Travelcor Services. You may only use the Travelcor Services for your internal business-related travel. You may not, in any way, directly or

indirectly, sell, resell, transfer, offer for sale, or utilize the Travelcor Services in a manner other than for your internal business-related travel purposes.

3.2. Description and Illustrations. Any descriptions or illustrations on the Website are published for the sole purpose of giving an approximate idea of the Services described in them. They will not form part of the Agreement or have any contractual force. The accommodation information, star ratings, and quality of accommodation are compiled from information provided by the Travel Suppliers. We publish such information in good faith, based on the information provided. We have taken reasonable care to ensure that the content of all areas of the Website, including all accommodation information, are accurate and up to date.

3.3. Travel Suppliers. Travelcor does not provide or resell transportation or lodging products or services. You acknowledge that any transportation or lodging product or service booked via the Travelcor Services (i) will be provided by a Travel Supplier, and not by Travelcor, and (ii) is subject to the terms and conditions and other requirements, including any privacy policy, of the Travel Supplier. You acknowledge and agree that Travelcor will have no responsibility or liability for, and does not guarantee: (a) the accuracy of any information (including, without limitation, the pricing, descriptions, etc.) provided by Travel Supplier and displayed on the Travelcor Services; (b) any Travel Supplier Services booked via the Travelcor Services; (c) the safety of any User of a Travel Supplier Service booked via the Travelcor Services; or (d) any Travel Supplier's failure to meet its obligations to you or to fulfill the requirements of any Booking.

3.4. Third-Party Applications and Links. Certain third-party applications, websites, social media pages, mobile applications, or other services may be available within, or integrated into, the Travelcor Services. You acknowledge that any third-party applications or links that are available within, or integrated into, the Travelcor Services (i) are provided by a third-party provider, and not by Travelcor, and (ii) are subject to the terms and conditions and other requirements, including any privacy policy, of the third-party. **YOU ACKNOWLEDGE AND AGREE THAT TRAVELCOR WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY CONTENT, PRODUCT, OR SERVICE PROVIDED BY A THIRD-PARTY APPLICATION OR LINK AND THAT YOUR USE OF THIRD-PARTY WEBSITES, APPLICATIONS, SOCIAL MEDIA PAGES, MOBILE APPLICATIONS, AND/OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH THIRD-PARTIES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH THIRD-PARTY WEBSITES, APPLICATIONS, SOCIAL MEDIA PAGES, MOBILE APPLICATIONS, AND OTHER SERVICES.**

3.5. Changes & Restrictions. Travelcor reserves the right at any time, with or without cause or notice, to (i) discontinue, impose limits on, or restrict access to any aspect of the Travelcor Services and/or (ii) delete, edit, or modify any aspect of the Travelcor Services (collectively, “**Discontinuances and Modifications**”). **YOU ACKNOWLEDGE AND AGREE THAT TRAVELCOR WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR DISCONTINUANCES OR MODIFICATIONS.**

3.6. Service Interruption. We reserve the right to interrupt the access to the Travelcor Services and Website at any time without any previous notice, either for technical, security, control, or maintenance reasons, or for the failure of electricity supply or any other cause. Travelcor will not be responsible for any damages that may result from interferences, omissions, interruptions, computer viruses, breakdowns, and/or disconnections which prevent or delay the use of the Travelcor Services or Website, nor for any delays or obstructions in the use caused by deficiencies or overloading of the Internet or other electronic systems.

3.7. Bookings

3.7.1. Generally. All Bookings must be made through the Travelcor Services.

3.7.2. Booking Information. In some cases, you will be required to provide all or a portion of the following information in order to complete a Booking: (i) your complete name (including surname and given name);

(ii) your date of birth; (iv) your passport number; (iv) your driver's license number; (v) your employer name; (vi) payment information; (vii) personal preferences for Booking (such as dietary or accessibility requirements); (viii) and contact information (such as email, phone number, and physical business address). ("**Booking Information**"). Travelcor has no obligation to ensure the accuracy or completeness of any Booking Information provided by you, and you hereby acknowledge and agree that the Booking Information you provide to Travelcor or any Travel Supplier will be true, correct, and complete in all respects. You also acknowledge and agree that your failure to provide correct Booking Information at the time you complete a Booking may cause you to be unable to access all or a portion of the Travelcor Services or Travel Supplier Services contained in your Booking.

3.7.3. Booking Restrictions. Bookings can only be held open for a limited period of time. Each Travel Supplier may have specific requirements about the timeliness of payment. If a booking is not completed in a timely fashion, then each Travel Supplier reserves the right to cancel or reject such a Booking. If a Booking is canceled or rejected due to a delay in submission, then you will be required to resubmit the Booking. The price for any Booking is also subject to change until such time as payment is made. You will be responsible for all duplicate Bookings that are not the result of an error in the Travelcor Services or the Travelcor Supplier Services. Travelcor and its Travel Suppliers are not responsible for any tickets that are changed or refunded through channels other than the Travelcor Services.

3.7.4. Air travel. For any tickets for air travel issued under any Booking, it is your responsibility to ensure the accuracy of any information, whether Booking Information or otherwise, contained in each ticket. For any ticket that contains inaccurate information that is due to error on the part of Travelcor or a Travel Supplier, your sole remedy is limited to (i) receiving an updated Booking with an alternate flight in the same fare class that departs within 24 hours of the original itinerary included in the Booking. The For any hotel accommodations included in a Booking; (ii) receiving hotel accommodations arranged by the Travel Supplier as reasonable and necessary in accordance with the following fare classes: (A) first class cabin: five star hotel; (B) second class cabin: four star hotel; and (C) premium economy or economy cabin: three star hotel (provided that the Travel Supplier shall use its best efforts to book hotel accommodations in accordance with the foregoing schedule where available); and (iii) any monetary compensation as provided by the Travel Supplier or available under applicable law. For any Booking involving air travel, tickets will be issued within one hundred twenty (120) minutes. If the Travel Supplier is unable to issue the ticket within one hundred twenty (120) minutes, then Travelcor or the Travel Supplier, as applicable, will contact you to make alternate arrangements. If you do not accept the alternative arrangement, we reserve the right to issue to you a full refund and cancel the Booking. For any Booking that contains a reservation for air travel made less than two hundred forty (240) minutes prior to the flight's scheduled departure time, Travelcor or the applicable Travel Supplier may reject such Booking, in whole or in part. For any Booking that includes a ticket for air travel issued on a "waitlist" or "standby basis", such ticket may be cancelled by the Travel Supplier at any time without notice. In the event of such a cancellation, your sole remedy is to book another ticket in a new Booking.

3.7.5. Rental Cars. Each Booking that contains a rental car will be powered by CarTrawler®.

4. PRICING & PAYMENTS

4.1. Pricing – Net Price. In some circumstances, the prices displayed on the Travelcor Services include commissions, services fees, and other fees charged by, or rebates or other incentives paid to, one or more Travel Supplier or Travelcor. You acknowledge that the prices displayed on the Travelcor Services may incorporate these fees, without itemizing them.

4.2. Currency Conversion Rates & Conversion Fees. Many banks and credit card companies charge their account holders a transaction fee when the card issuer and the merchant location are in different

locations. The transaction fee, if any, and the currency exchange rate, if applicable, are determined solely by the bank or other agency processing the transaction. These fees may be applied by the card issuer as a charge to the cardholder's account. This means the amount listed on your credit or debit card statement may differ from the amount displayed by Travelcor at the time of Booking. If you have any questions about these fees or any exchange rate applied to your booking, please contact your bank.

4.3. Local Taxes. In some countries, cities, or destinations, you may owe, and must directly pay, a local tax or fee (sometimes called a "visitors' tax," "city tax," "tourist tax," "resort fee," or "service charge") for certain travel-related products or services. To the extent that any taxes are chargeable in respect of the Fees, it shall be payable by the Customer at the appropriate rate.

4.4. Payments. You agree to pay, and are solely responsible for, all Fees you incur in connection with your use of the Travelcor Services. Your obligation to pay all Fees is absolute and will not be diminished, excused, or discharged by any act of any User, whether negligent, dishonest, or otherwise, including unauthorized use of the Travelcor Services by any User. You agree to indemnify and hold Travelcor harmless for any and all liability for Travel Supplier Fees you incur in connection with your use of the Travelcor Services, including, but not limited to, any attorneys' fees required to defend or prosecute any action to collect any Travelcor Supplier Fees.

4.5. Prepaid or Pay-Now Reservations. You may be required to pay some or all Fees after a Booking (e.g., directly to a Travel Supplier during or after a stay). If your Booking includes Currency Conversion Rates & Conversion Fees or Local Taxes, those amounts may change after the Booking.

4.6. Third-Party Fees. You are responsible for any and all additional fees, incidentals, taxes, costs and other charges, whether by a Travel Supplier or any other third-party, that are issued or assessed outside of the Travelcor Services. You agree to remit such fees and other charges in a timely fashion and indemnify and hold harmless Travelcor for the payment of such charges.

4.7. Cancellations and Modifications by Us or a Travel Supplier. In the unlikely event that we or the Travel Supplier are unable to supply you with the Travel Supplier Services for any reason, we will inform you of this by email and we will not process your Booking. If a confirmed Booking becomes unavailable and/or is cancelled by Travelcor or by the Travel Supplier, we will, at your request, endeavor to offer or procure an alternative Travel Supplier at an equivalent standard and price, as close to your original Travel Supplier as possible and/or we will liaise with the Travel Supplier with regards to the availability of a refund. Travelcor will not be liable to arrange alternative accommodation if the original accommodation booked ceases trading.

4.8. Cancellations and Modifications. In some circumstances, you may be able to cancel or modify a Booking via the Travelcor Services or by calling Travelcor's Travel Support Center. You may not be entitled to a full refund, and may owe additional fees or penalties, if you cancel or modify (including by failing to show for or departing early from) a Booking. Neither Travelcor nor any Travel Supplier shall be responsible for any direct or indirect losses caused by a cancellation or modification of a Booking, whether made by you, Travelcor, or a Travel Supplier.

4.9. Refunds. If you are eligible for a refund, in whole or in part, for any Booking that is cancelled or modified pursuant to Sections 4.7 or 4.8, we will use commercially reasonable efforts to process that refund in a timely fashion. Any refund will be issued to the original payment method. For any Booking containing air travel, any refund request must be issued at least five (5) days prior to the expiration date of the air travel ticket. If you dispute the amount or availability of a refund, you agree to fully cooperate with Travelcor and any Travel Supplier in providing necessary documentation to assess the validity of the refund.

5. INTELLECTUAL PROPERTY

5.1. Intellectual Property Rights. The Travelcor Services, Website, and all intellectual property rights therein or relating thereto, are and will remain the exclusive property of Travelcor or its third-party licensors, including visual interfaces, graphics, design, compilations, computer code (both source code and object code), and all other elements of the Travelcor Services and Website. Travelcor reserves all rights to the foregoing not expressly granted in the Agreement.

6. PERSONAL DATA & NON-DISCLOSURE

6.1. Personal Data. With respect to Personal Data, by accepting this Agreement, the parties agree to be bound by the terms and conditions contained within the Data Processing Addendum, available online at [Travelcor | Data Processing Addendum](#). Our Privacy Policy, which is available at <https://www.corpay.com/privacy-policy/unitedstates>, and any supplement thereto [Travelcor | Global supplemental privacy policy](#), explains how we treat your personal data and protect your privacy when you use the Travelcor Services. Our Privacy Policy also explains your privacy rights, if any. To facilitate Travelcor's provision of the Travelcor Services, you authorize Travelcor to disclose your personal data to Travel Suppliers to the extent required by Travel Suppliers. Personal data shared with Travel Suppliers are subject to the terms and conditions and other requirements, including any privacy policy, of the Travel Supplier. By accepting this Agreement, you acknowledge that any information you provide or give us permission to access may also be used by our domestic and international subsidiaries, Affiliates, and partners in connection with an offer of services to you. With respect to all matters concerning your privacy, in the event of any conflict between this Agreement and the Privacy Policy, the terms of the Privacy Policy shall control. You represent and warrant that you have received any and all consents necessary to provide to us any of your or your Users' personal information that is necessary for use of the Travelcor Services.

6.2. Non-Disclosure. The content and information on the Website including, but not limited to, privacy and availability of travel services, as well as the infrastructure used to provide such content and information, is proprietary to Travelcor and its suppliers. While you may make copies of your travel itinerary (and related documents) for travel or services booked through the Travelcor Services, you agree not to otherwise copy, create derivative works from, display, distribute, license, modify, perform, publish, transmit, reproduce, transfer, or sell or re-sell any information, software, products, or services obtained from or through the Travelcor Services.

7. TERMINATION

7.1. Termination. This Agreement is in effect until terminated by you or Travelcor. Travelcor may terminate this Agreement by notifying you using any contact information Travelcor may have about you or by posting such termination on the Travelcor Services, including in your Account. You may terminate this Agreement by providing written notice of termination, including your detailed contact information and any Account information or other credentials, to Travelcor using the information in the [Section 14](#) (Contact Information). In addition to any right or remedy that may be available to Travelcor under applicable law, Travelcor may suspend, limit, or terminate all or a portion of your access to the Travelcor Services or any of its features at any time with or without notice and with or without cause, including without limitation, if Travelcor believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Travelcor shall not be liable to you or any third party for any such suspension or termination. Travelcor may be protected for liability from these actions under the Communications Decency Act, 47 U.S.C. § 230.

7.2. Survival. The provisions of this Agreement concerning protection of intellectual property rights, authorized use, limitations of liability, indemnity, confidentiality, and disputes, as well as any other

provisions that by their nature should survive, shall survive any such termination.

8. WARRANTY & DISCLAIMER

8.1. Warranty for Services. Travelcor warrants that the Travelcor Services will operate in substantial conformity with the terms of this Agreement. Travelcor's sole liability (and your sole and exclusive remedy) for any breach of this warranty will be, at no charge to you, for Travelcor to use commercially reasonable efforts to correct the reported non-conformity.

8.2. General Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, TRAVELCOR AND ITS TRAVEL SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THE AGREEMENT OR THE TRAVELCOR SERVICES OR ANY TRAVEL SUPPLIER SERVICE. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, TRAVELCOR AND ITS TRAVEL SUPPLIERS DISCLAIM ANY WARRANTY THAT THE TRAVELCOR SERVICES OR ANY TRAVEL SUPPLIER SERVICE WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. TRAVELCOR AND ITS TRAVEL SUPPLIERS FURTHER DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE TRAVELCOR SERVICES AND THE TRAVEL SUPPLIER SERVICES AS TO MERCHANTABILITY, ACCURACY OF ANY INFORMATION PROVIDED, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TRAVELCOR FURTHER DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, INCLUDING, BUT NOT LIMITED TO, TAX ADVICE AND REPORTING RESPONSIBILITIES, WHETHER ORAL OR WRITTEN, OBTAINED FROM TRAVELCOR OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT. IN JURISDICTIONS THAT BY LAW DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES IN CERTAIN CIRCUMSTANCES, THE DISCLAIMERS IN THIS SECTION 8.2 AND ELSEWHERE IN THE AGREEMENT WILL BE CONSTRUED TO COMPLY WITH SUCH APPLICABLE LAW.

9. INDEMNIFICATION

9.1. Indemnification. To the maximum extent allowed by law, you will indemnify, defend, and hold harmless Travelcor, its officers, directors, and employees from and against any liabilities, losses, damages, and expenses, including court costs and reasonable attorneys' fees, associated with any claim by a third party arising out of or in connection with: (i) your negligence, willful misconduct, violation of any law or regulation, or breach of any representation, warranty or other obligation under this Agreement; (ii) your activities in connection with the Travelcor Services; (iii) any content or information you provide to Travelcor in connection with the Travelcor Services; (iv) any personal injury (including death), damage to property, or environmental clean-up and related costs, resulting from the your or any User's acts or omissions; and (v) allegations that any Customer or User data provided to Travelcor violates a third party's privacy rights. Your obligations under this section are contingent upon Travelcor providing you with prompt written notice of such claim. Travelcor may not settle any claim to which it is seeking or is entitled to indemnification in a manner that would result in an admission of any wrongdoing by Customer, without Customer's prior written approval.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability to Customers. The following limitation of liability applies to your use of the Travelcor services as a Customer: IN NO EVENT SHALL TRAVELCOR HAVE LIABILITY TO THE CUSTOMER FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH PARTY WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. TRAVELCOR'S SOLE RESPONSIBILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY, FOR DAMAGES CAUSED BY TRAVELCOR'S BREACH OF THE AGREEMENT, ERROR, DELAY, OR ANY ACTION OR FAILURE TO ACT SHALL BE LIMITED TO DIRECT MONETARY DAMAGES NOT TO EXCEED THE TOTAL TRAVELCOR FEES EARNED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCURRENCE OF SUCH LOSS.

10.2. Limitation of Liability to Users. The following limitation of liability applies to your use of the Travelcor services as a User: IN NO EVENT SHALL TRAVELCOR HAVE LIABILITY TO THE CUSTOMER FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH PARTY WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. REGARDLESS OF THE PREVIOUS SENTENCE, IF TRAVELCOR IS FOUND TO BE LIABLE, TRAVELCOR'S SOLE RESPONSIBILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY, FOR DAMAGES CAUSED BY TRAVELCOR'S BREACH OF THE AGREEMENT, ERROR, DELAY, OR ANY ACTION OR FAILURE TO ACT SHALL BE LIMITED TO DIRECT MONETARY DAMAGES NOT TO EXCEED THE GREATER OF THE ACTUAL TOTAL AMOUNT RECEIVED BY TRAVELCOR FROM YOU OR THE LOWEST LIABILITY LIMITATION ALLOWED BY APPLICABLE LAW.

11. DISPUTE RESOLUTION

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

11.1. Disputes with Travel Suppliers. Travelcor will use reasonable efforts to assist you in resolving any dispute or disputed transaction with a Travel Supplier; provided, however, that (i) Travelcor will have no responsibilities (financial or otherwise) for any dispute or disputed transaction, and (ii) Travelcor is not responsible for the resolution of any dispute or disputed transactions with a Travel Supplier.

11.2. Dispute Resolution Terms for Users. The following sections apply to any dispute a User may have with Travelcor arising out of or relating to this Agreement or the Privacy Policy or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate (“**Disputes**”):

11.2.1. Mandatory Arbitration. Disputes shall be either determined by binding arbitration in Sedgwick County, Kansas before one arbitrator or submitted to small claims court in Sedgwick County, Kansas. The arbitrator will decide all issues of interpretation and application of this Dispute Resolution section, the arbitration provision. You may participate in the selection of the arbitrator. If the arbitrator finds this location to be unreasonably burdensome to the User, a new location may be selected or arbitration may be conducted over the phone, using video conferencing, or similar. Users may be entitled to an in-person hearing near your place of residence. Judgment on the award may be entered in any court having appropriate jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Any arbitration arising out of or related to this Agreement shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law.

11.2.2. No Class Actions. EXCEPT FOR COORDINATED CLAIMS (AS DEFINED BELOW), USERS AGREE THAT ANY CLAIMS OR ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; YOU AND TRAVELCOR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR TRAVELCOR’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND YOU AND TRAVELCOR ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ARBITRATION OR CLASS ACTION. Further, except for Coordinated Claims (defined below), unless both you and Travelcor agree otherwise, the arbitrator may not consolidate more than one person’s claims with your or Travelcor’s claims respectively, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void, and shall be severed from the remainder of this Agreement.

11.2.3. Seeking Arbitration. If you, as a User, believe you have a dispute with Travelcor, prior to initiating arbitration or filing a claim in small claims court, you must first call Travelcor’s customer service representatives and present your claim or dispute to allow Travelcor the opportunity to resolve the claim or dispute. Similarly, if Travelcor believes Travelcor has a dispute with you, Travelcor’s customer service representatives will first contact you in an attempt to resolve the dispute. If the dispute cannot be resolved by customer service and either you or Travelcor intend to seek arbitration, the party wishing to initiate arbitration must send to the other party, a written notice of the claim (“**Notice**”). Your Notice to Travelcor must be delivered by certified mail and addressed to: Travelcor, 8111 East 32nd. St. North Suite 300, Wichita, Kansas 67226. If Travelcor initiates arbitration, Travelcor will send a written Notice to an email address or other contact information you have previously provided to Travelcor, if available. Travelcor may also use any other means to contact you, including a message in your Account. A Notice, whether sent by you or by Travelcor, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the

specific relief sought (“**Demand**”). If you and Travelcor do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Travelcor may commence an arbitration proceeding or file a claim in small claims court. Arbitration forms can be downloaded from www.jamsadr.com. Except in the event of a Coordinated Claim (as defined below), if you are required to pay a filing fee, after Travelcor receive Notice that you have commenced arbitration, Travelcor will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than USD \$10,000 or the arbitrator determines the claims are frivolous, in which event you will be responsible for filing fees.

11.2.4. Hearing. If your claim is for USD \$10,000 or less, Travelcor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video hearing, or by an in-person hearing as established by the JAMS Rules. If your claim exceeds USD \$10,000, the right to a hearing will be determined by the JAMS Rules. In the event that the arbitration will be conducted solely on the basis of submitted documents, the arbitrator’s decision and award will be made and delivered within six (6) months of the selection of the arbitrator, unless extended by the arbitrator. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules.

11.2.5. Award. In the event arbitration awards you damages of an amount at least \$100 greater than Travelcor’s last documented settlement offer, Travelcor will pay your awarded damages or \$2,500, whichever is greater.

11.2.6. Coordinated Proceedings. If twenty-five (25) or more Users or individuals initiate Notices of dispute with Travelcor raising similar claims, and counsel for the individuals bringing the claims are the same or are coordinated for these individuals (“**Coordinated Claims**”), the claims shall proceed in arbitration in a coordinated proceeding. Counsel for the individuals and counsel for Travelcor shall each select five (5) cases to proceed first in arbitration in a bellwether proceeding (“**Test Cases**”). The remaining cases shall not be filed in arbitration until the first ten (10) have been resolved. If the parties are unable to resolve the remaining cases after the conclusion of the Test Cases, each side may select another five (5) cases to proceed to arbitration for a second bellwether proceeding. This process may continue until the parties have determined an objective methodology to make an offer to resolve each and every outstanding claim. A court will have authority to enforce this clause and, if necessary, to enjoin the mass filing of arbitration demands against Travelcor. Individuals bringing Coordinated Claims shall be responsible for up to USD \$250 of their filing fees or the maximum permissible under the applicable arbitration rules.

11.2.7. Injunctive Relief. Notwithstanding the foregoing, you and Travelcor both agree that you or Travelcor may sue in court to enjoin infringement or other misuse of intellectual property rights or in other scenarios where injunctive relief is appropriate. In the event a court or arbitrator having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of the Agreement shall remain effective. No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

11.2.8. Confidentiality. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a

court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

11.2.9. Governing Law and Rules. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Kansas, exclusive of conflict or choice of law rules. You agree to the personal jurisdiction by and venue in the state and federal courts in Sedgewick County, Kansas, and waive any objection to such jurisdiction and venue. The preceding provision regarding venue does not apply if you are a consumer based in the European Union. If you are a consumer based in the European Union, you may make a claim in the courts of the country where you reside. Any claims under this Agreement must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect, or consequential damages, including damages for lost profits. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement.

11.3. Dispute Resolution Terms for Customers. The following sections apply to any dispute a Customer may have with Travelcor:

11.3.1. Governing Law. The Agreement will be exclusively governed by and exclusively construed in accordance with the laws of the State of Kansas without regard to conflicts of laws principles or provisions.

11.3.2. Informal Resolution. In the event of any dispute, potential claim, question, or disagreement arising from or relating to the Agreement or the breach thereof (collectively, a “Dispute”), the aggrieved party will notify the other of the aggrieved party’s intent to address and resolve the Dispute, and the specific terms of such Dispute. The parties will use their commercially reasonable efforts to promptly settle the Dispute. Such efforts will include, at a minimum, that executives of each party consult, meet in person, and negotiate with each other in good faith. If the parties do not resolve the Dispute within a period of thirty (30) days following the aggrieved party’s notice, then, upon notice by either party to the other, the parties agree to confidentially mediate the Dispute in good faith according to the American Arbitration Association (“AAA”) Commercial Mediation Procedures in Sedgewick County, Kansas or another location agreed to by the Parties. The parties will work in good faith with the mediator to attempt to complete the mediation within thirty (30) days of such notice.

12. TERMS FOR USERS IN CERTAIN JURISDICTIONS

12.1. The following terms apply to you, and supersede conflicting terms in the agreement, if you are a User residing in the named jurisdiction or to the extent required by applicable law:

12.1.1. New Jersey Users. If you are a User residing in New Jersey, the following provisions of this Agreement do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (a) Section 8.2 (General Disclaimer of Warranty); (b) Section 9 (Indemnification); (c) Section 10 (Limitation of Liability); (d) Section 11.2.1 (the Arbitration Agreement); and (e) Section 11.2.2 (the Class Action Waiver) and Section 11.2.9 (the governing law provisions) (solely to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law). According to N.J.S.A. Sections 56:12-16, you may have additional rights if you are a New Jersey resident and other provisions of this Agreement are found to violate an established legal right.

12.1.2. California Users. Under California Civil Code Section 1789.3, California Users are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

12.1.3. Users Outside the United States. TRAVELCOR MAKES NO REPRESENTATION THAT THE INFORMATION AND MATERIALS PROVIDED THROUGH THE TRAVELCOR SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS OTHER THAN THE LOCATION FOR WHICH TRAVELCOR SERVICES ARE DIRECTED. TRAVELCOR DOES NOT REPRESENT OR WARRANT THAT THE TRAVELCOR SERVICES OR ANY PART THEREOF ARE APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES. Users who choose to access the Travelcor Services do so on their own initiative and at their own risk, and are responsible for complying with all local statutes, orders, regulations, rules, and other laws. Users are also subject to United States export controls and are responsible for any violations of such controls, including without limitation any United States embargoes or other federal rules and regulations restricting exports.

Despite the above, as consumers, Users will benefit from any mandatory provisions of the law of the country in which they are a resident. Nothing in this Agreement affects a User's rights as a consumer to rely on such mandatory provisions of local law. The local law of a User's jurisdiction may entitle the User to have a dispute relating to this Agreement heard by his or her local courts. This Agreement does not limit any such rights that Users have that apply. HOWEVER, THE PARTIES ACKNOWLEDGE THAT TRAVELCOR DOES NOT CONSENT TO THE JURISDICTION OF ANY COURTS OTHER THAN THOSE REFERENCED IN THIS AGREEMENT AND RESERVES THE RIGHT TO CONTEST THAT IT IS NOT SUBJECT TO THE JURISDICTION OF ANY OTHER COURT.

Travelcor may limit the availability of the Travelcor Services, in whole or in part, to any person, geographic area, or jurisdiction at Travelcor's choosing, at any time and in Travelcor's sole discretion. The Agreement, as well as all other documents related to it, including notices and correspondence, will be in the English language only. The following terms apply to Users outside the United States:

- (i) Canada. L'acheteur confirme son intention expresse que cet accord, ainsi que tous les documents connexes, soient rédigés en langue anglaise uniquement, y compris tous les avis et la correspondance.

Quebec Customers. For Quebec customers (or customers from other Canadian provinces where applicable) Travelcor will, if required, send at least thirty (30) days before the amendment comes into force, a written notice drawn up clearly and legibly, setting out the new clause only, or the amended clause and the clause as it read formerly, the date of the coming into force of the amendment and the User's right to refuse the amendment and rescind or, in the case of a contract involving sequential performance, cancel the contract without cost, penalty or cancellation indemnity by sending Travelcor a notice to that effect no later than thirty (30) days after the amendment comes into force, if the amendment

entails an increase in the User's obligations or a reduction in our obligations.

Dispute Resolution. The arbitration requirements of this Agreement will not apply to a User residing in Canada if any such provision is unenforceable under the laws of said User's Canadian province of residence.

Cancellation Rights. Residents of certain provinces may have the right to cancel the provisions of certain purchases as required by local law. Travelcor will honor such cancellation rights.

(ii) United Kingdom.

Exceptions to Liability Limitations. Nothing in this Agreement excludes or limits Travelcor's liability for death or personal injury arising from Travelcor's negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

ARBITRATION MAY NOT APPLY TO USERS WHO ARE RESIDENTS OF THE UNITED KINGDOM AND SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION DIRECTIVE (2013/11/EU) AND THE ONLINE DISPUTE RESOLUTION REGULATION (EU 524/2013) (OR ANY SUCCESSOR TO THESE ENACTED BY THE UK POST BREXIT). SECTION 11.2.1 (THE AGREEMENT TO ARBITRATE) OF THIS AGREEMENT WILL NOT APPLY TO UK-BASED USERS IF NOT PERMITTED BY LAW.

(iii) European Union.

Exceptions to Liability Limitations. Nothing in this Agreement excludes or limits Travelcor's liability for death or personal injury arising from our negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

ARBITRATION MAY NOT APPLY TO YOU IF YOU ARE A USER RESIDING IN THE EUROPEAN UNION AND SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION DIRECTIVE (2013/11/EU) AND THE ONLINE DISPUTE RESOLUTION REGULATION (EU 524/2013) (AND ANY IMPLEMENTING REGULATIONS IN EACH MEMBER STATE OF THE EU), SECTION 11.2.1 (THE AGREEMENT TO ARBITRATE) OF THIS AGREEMENT WILL NOT APPLY TO EU-BASED USERS IF NOT PERMITTED BY LAW.

13. GENERAL PROVISIONS

13.1. Travelcor Updates. Travelcor may revise or otherwise change or update this Agreement from time to time. Travelcor will use reasonable efforts to inform you of such updates. Such efforts may include posting notice on the Travelcor Services, or notifying you using contact information on file, or a message in your Account. Your continued use of the Travelcor Services will signify your continued agreement to this Agreement as revised. If you do not agree to the Agreement as modified, then you must discontinue

your use of the Travelcor Services.

13.2. Age Restriction. You must be the greater of eighteen (18) years old or the age of majority in the laws of your jurisdiction or residence to register for and use the Travelcor Services.

13.3. Relationship Between the Parties; No Third Parties. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent. Only the parties may enforce the Agreement, and no third parties shall be considered beneficiaries of the Agreement.

13.4. Assignment/Successors. Neither party may assign or transfer the Agreement, in whole or in part, without the other party's prior written consent except, with respect to Customer or Travelcor, to a party's Affiliate or in the event of a Change of Control (as defined below). Any attempted assignment or transfer in violation of this section will be null and void. "**Change of Control**" means, with respect to a party: (a) the direct or indirect acquisition of either: (i) the majority of voting stock of such party or (ii) all or substantially all of the assets of such party, by another entity in a single transaction or a series of transactions; or (b) the merger of such party with another entity. Subject to the foregoing, the Agreement will inure to the benefit of the successors and permitted assigns.

13.5. Waiver. The failure to insist on strict compliance with any term or condition of the Agreement will not be deemed a waiver of the term or condition. The waiver by either party of any default or breach of the Agreement will not constitute a waiver of any other or subsequent default or breach.

13.6. Severability. If any part of the Agreement is determined to be invalid, null, void, illegal, unreasonable, or unenforceable by any court of competent jurisdiction, then such court will reform such part to render it enforceable to the maximum extent permitted under applicable law. Further, the remaining parts of the Agreement will be fully effective and operative insofar as reasonably possible.

13.7. Force Majeure. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, strikes (except by its own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

13.8. Compliance with Laws. Each party agrees to comply with all applicable laws, including U.S. export laws, and regulations with respect to its activities hereunder.

13.9. EU Residents. The EU Package Travel Directive (Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements) does not apply to travel purchased through Travelcor on the basis that the Agreement is a general agreement for the arrangement of business travel.

14. CONTACT INFORMATION

14.1. If you have questions about this Agreement, or if you have technical questions about the operation of the Travelcor Services, please contact us at customerservice@travelcor.com.