Terms, Conditions & Privacy

WorldTravelService™ ("we" or "us") offers access to and use of our site to you subject to your acceptance of these terms and conditions ("Terms"). By accessing, using or obtaining any content, data, materials, information, products, or services through our site, you agree that these Terms will govern your use of, and receipt of any information from, this website. Accordingly, although we welcome you to this site and hope you will find it helpful and sufficient to meet your needs, your use of this site is at all times subject to these Terms.

- 1. OWNERSHIP. We, along with our travel service and information providers ("Providers"), own and have copyrights on our site and all of its contents. You agree not to copy, reproduce, republish, upload, post, transmit, distribute, sell, transfer, or modify any of the content, data, information, or materials found on our site; but you may download, display, and print one (1) copy of the materials presented on our site on a single computer for your personal, non-commercial use. Trademarks, logos, and service marks displayed on our site ("Marks") are our and our Providers' registered and common law Marks. Neither your use of nor access to our site grants you any license or right to use any of the Marks. You agree not to use any robot, spider, other automatic device, or manual process to monitor information or materials available through our site.
- 2. USE OF SITE. Our site is not available for use by minors. Therefore, you may only use our site if you are at least 18 years of age and can enter into binding contracts. You are responsible for maintaining the secrecy of your passwords, login, and account information. You will be financially accountable for all uses of our site by you and anyone using your password and login information. You may use our site to make legitimate reservations or purchases. You may not use our site: to make any false, fraudulent or speculative reservation or any reservation in anticipation of demand; to post or transmit 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; or for any other purpose that is unlawful or prohibited by these Terms. We may, at any time and without advance notice or liability, terminate or restrict your access to all or any component of our site. We will use reasonable commercial efforts to keep our site available on a 24-hour/7-day-a- week basis, subject to necessary scheduled downtime for maintenance, unscheduled maintenance, and system outages. Your access to our site may be interrupted or unavailable at times. We cannot promise that our site will be error-free, that defects or errors will be corrected, or that our site or the servers that make it available are free from viruses or other harmful components, but we will use our best efforts to avoid those problems. You agree not to use any device, software, or routine that interferes or attempts to interfere with the normal operation of our site. You also agree not to take any action that imposes an unreasonable load on our computer equipment.
- **3. PRIVACY**. When you use this site, you may be asked to provide us with information that allows us to provide you with the service requested. This may include, without limitation, your name, address, e-mail address, phone number and possibly your credit card number. We will take all reasonable steps to ensure that your personal data is held confidential and not disclosed to any one without your express consent. Unlike many other travel-related sites, we will not sell or otherwise share your personal data with any other person or entity for marketing or solicitation purposes or for any reason other than to provide you with the service requested.
- **4. USEFUL TRAVEL LINKS**. Our site may contain links to other sites that provide useful travel-related information we do not operate or control. We are not responsible for those other sites. We provide the links for your reference and convenience. We do not endorse the contents of these other sites. These links are not an indication of our association with the owners or operators of any of these other sites. You are certainly free to access these other sites, but if you do, we cannot be responsible for any information obtained or service provided. You agree not to create a link from any Web site, including any site controlled by you, to our site without our express written permission.
- **5. WARRANTY DISCLAIMER**. NEITHER WE NOR OUR PROVIDERS MAKE ANY WARRANTY OF ANY KIND REGARDING OUR SITE OR ANY CONTENT, DATA, MATERIALS, INFORMATION, PRODUCTS OR SERVICES PROVIDED ON OUR SITE, ALL OF WHICH ARE PROVIDED ON AN "AS IS" BASIS. WE EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT OUR SITE WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED. WE FURTHER DISCLAIM ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS, AND TIMELINESS OF ANY CONTENT OR INFORMATION FOUND ON OUR SITE. WE EXPRESSLY DISCLAIM, AND OUR PROVIDERS EXPRESSLY DISCLAIM, ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY BE LIMITED IN ITS APPLICABILITY TO YOU.

6. LIMITATION OF LIABILITY. NEITHER WE NOR OUR PROVIDERS WILL BE RESPONSIBLE OR LIABLE FOR:

- (a) ANY DAMAGES TO OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS THE RESULT OF YOUR ACCESS TO, USE OF OR BROWSING IN OUR SITE OR YOUR DOWNLOADING OF ANY CONTENT, INFORMATION, MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM OUR SITE; OR FOR
- (b) ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (1) ANY USE OF OUR SITE OR CONTENT, DATA, MATERIALS OR INFORMATION FOUND THEREIN, (2) ANY FAILURE OR DELAY (INCLUDING WITHOUT LIMITATION THE USE OF OR INABILITY TO USE ANY COMPONENT OF THIS SITE FOR RESERVATIONS OR TICKETING), OR (3) THE PERFORMANCE OR NON PERFORMANCE BY US OR ANY PROVIDER, EVEN IF WE HAVE BEEN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES TO SUCH PARTIES OR ANY OTHER PARTY.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. If, despite the limitation above, we are, or a Provider is, found liable for any loss or damage that arises out of or is in any way connected with any of the occurrences described in the limitation above, then our liability and the Providers' liability will in no event exceed, in total, the sum of US\$250.00. Some states do not allow the limitation of liability, so the limitations above may not apply to you.

- **7. INDEMNIFICATION**. You agree to defend and indemnify us and any Provider and each of our officers, directors, employees, and agents from and against any claim, cause of action, or demand, including without limitation reasonable legal and accounting fees, brought by third parties as a result of (a) your breach of these Terms including any documents or information made part of these Terms by reference, (b) your violation of any law or the rights of a third party, or (c) your use of our site.
- **8. GENERAL.** The headings in these Terms are for your convenience and reference. These headings do not limit or affect these Terms. Your acceptance of these Terms and use of our site do not create a joint venture, partnership, employment, or agency relationship with us. You may not assign, delegate, or transfer your rights or obligations under these Terms. We may modify these Terms, at any time, by posting conspicuous notice on our site at least thirty (30) days before any modification becomes effective. Your continued use of our site, following the posting of conspicuous notice of any modification, will be subject to the Terms in effect at the time of your use. You agree to review these Terms periodically. Your continued use of our site, following the posting of conspicuous notice of any modification, will be your acceptance of the modified Terms. Except as described in the preceding sentences, you and we can only modify these Terms in a written document signed or otherwise accepted by you and by us. Other Providers' terms and conditions may apply to your reservations, bookings, and purchases of travel services through our site and to your use of other portions of our site. You agree to observe these other terms and conditions. If we fail to act with respect to your breach or anyone else's breach on any occasion, we are not waiving our right to act with respect to future or similar breaches. If a court finds any of these Terms to be unenforceable or invalid, that Term will be enforced to the fullest extent permitted by applicable law, and the other Terms will remain valid and enforceable. These Terms, together with those items made a part of these terms by reference, make up the entire agreement between us relating to your use of our site, and replaces any prior understandings or agreements (whether oral or written) regarding your use of our site. The laws of the State of Virginia in the United States, without regard to its conflict of laws rules, will govern these Terms, as well as your and our observance of them. If you take any legal action relating to your use of our site or these Terms, you agree to file such action only in the state and federal courts located in Fairfax County, Virginia in the United States. In any such action or any action we may initiate, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to costs, both taxable and non-taxable, and reasonable attorneys' fees.

9. DISCLAIMER

Neither WorldTravelService™ nor the FAA makes any promises or guaranties as to the accuracy, completeness, or adequacy of any delay or other air traffic management information on this site, and WorldTravelService™ and the FAA expressly disclaim liability for any errors or omissions.