

TERMS AND CONDITIONS

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A link to Transat Holidays USA's Privacy Policy can be found on the home page of transatholidaysusa.com

GENERAL TERMS AND CONDITIONS

Copyright Notice

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It is a violation of law to purchase a product in a false name or with an invalid credit card. Please be aware that even if you do not give us your real name, your web browser transmits a unique Internet address to us that can be used by law enforcement officials to identify you. Fraudulent users will be prosecuted to the fullest extent of the law.

Suppliers

Transat Holidays USA, acting as agent and intermediary for suppliers, is not related, affiliated, or controlled by any of its suppliers. Suppliers like cruise lines, hotels, tour operators, car rental, travel insurance companies on this site are third party providers,

and Transat Holidays USA has no control over their actions or inactions. Transat Holidays USA is not responsible for third party failure to perform, breach of contract, or an action, intentional or negligent, which results in any loss, injury, delay or damage to you or your property or to anyone traveling with you, or to the property of that party.

By booking any travel services the customer is contracting directly with the supplier(s) (cruise lines, hotels, tour operators, car rental companies, travel insurance). Note that all bookings are subject to cancellation penalties. It is the customer's responsibility to obtain the details regarding cancellation penalties before booking. The details of cancellation penalties for the suppliers are not available at this site. Contact an Transat Holidays USA agent to determine the details regarding cancellation penalties for your proposed booking.

No Warranties

Unless a Supplier has agreed otherwise, all products, services, advice, merchandise and information available through this Site are provided on an "as is", "as available" basis without warranties of any kind, either expressed or implied, including but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Without limiting the above, no warranty or guarantee is made (i) regarding the purchase of any product, (ii) that a User will receive the lowest available price for goods and/or services available through this Site, (iii) regarding the availability of products and/or services through this Site or, where applicable, at any participating retailer or retailer location, (iv) that use of this Site and all software, products or services associated with this Site will be error free, (v) regarding the results that may be obtained from the use of this Site, (vi) regarding the completeness, accuracy, reliability or quality of any information content, data, service, advice or merchandise provided or available through this Site, or (vii) regarding the performance or non-performance of this Site including, but not limited to, any performance or nonperformance in connection with or as a consequence of the passage of time to and beyond the year 2000. You expressly agree that the use of this Site is at your sole risk.

General Limitation of Liability

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If, notwithstanding the above, a Covered Party is found liable for any loss or damage relating to the use of this Site, User agrees the liability of any such party shall in no event exceed the fee or charge to the User assessed by Transat Holidays USA for making a purchase.

Some states, to the extent their law might be deemed to apply notwithstanding the selection of Florida law as described below, do not allow the limitation of liability, so the foregoing limitations might not apply to you. You also agree that any action at law or in equity arising out of or relating to these terms shall be filed only in the state or federal courts located in Broward County and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action

Third Parties

If you use this Site to purchase products or services for or on behalf of a third party ("Third Party"), you are responsible for any error in the accuracy of information provided in connection with such use. In addition, you must inform the Third Party of all Terms and Conditions applicable to all products or services acquired through this Site including all rules and restrictions applicable thereto.

Each User using this Site for or on behalf of a Third Party agrees to indemnify and hold each Covered Party harmless from and against any and all liabilities, losses, damages, suits and claims (including the costs of defense), relating to the Third Party's or the User's failure to fulfill any of its obligations as described above.

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All comments, feedback, suggestions and ideas disclosed, submitted or offered to a Covered Party in connection with your use of this Site (collectively, "Comments"), shall be and remain the exclusive property of Transat Holidays USA and may be used by a Covered Party in any medium and for any purpose worldwide without obtaining your specific consent. For example, your Comments could be used on this Site and in radio, television and print advertisements. Your first name, first initial of your last name, and town and state may be used with any Comments you submit. No Covered Party is under any obligation to maintain your Comments (and the use of your first name and first initial of your last name with any comments) in confidence, to pay to you any compensation for any Comments submitted, or to respond to any of your Comments. You agree you will be solely responsible for the content of any Comments you make.

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To the extent this Site contains links to outside services and resources, any concerns regarding such services or resources should be directed to the particular outside service or resource provider. None of the Covered Parties guarantees or warrants the accuracy or completeness of the information or content included on the Web sites of these outside services and resources.

Termination of Usage

User access to all or part of this Site may be terminated or suspended at any time, without notice and for any reason.

Credit Card Submissions

Under no circumstances may a purchase be made by a User utilizing this Site unless the User has provided Transat Holidays USA with the account number and expiration date of a major credit card. (Visa, Master Card, American Express). Charges and fees imposed by Transat Holidays USA will appear on your statement as "Transat Holidays USA". Suppliers charges will appear in the name of said supplier.

Miscellaneous

The captions in these Terms and Conditions are only for convenience, and do not, in any way, limit or otherwise define the terms and provisions of these Terms and Conditions. These Terms and Conditions, and the related Parts of this Agreement relating to each service represent the entire agreement between you and each Covered Party regarding your use of this Site and supersede any prior statements or representations. The internal laws of the State of Florida shall govern the performance of the terms and conditions of this agreement.

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