

Terms & Conditions

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

1. Introduction

Welcome to the Flyus.com ("Website"). This Flyus.com Website, including mobile or tablet applications , or any other feature on the Flyus.com 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", "Flyus" and "Flyus.com" refer to Flyus Marketing LLC, a Delaware corporation, and/or our subsidiaries, affiliates or legal partners. The terms "you" "your" "customer" and "user" refer to your member agency of Hickory Global Partners, LLC ("Hickory") visiting the Website and/or booking a reservation for a consumer 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 Flyus Marketing LLC and/or its affiliates ("Flyus") 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, Flyus 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. The limited license to use this Website may be terminated or revoked by Flyus at any time and for any reason.

Use of the Website

By using this Website, you represent that you are a member agency of Hickory, authorized by Flyus and Hickory 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, as a Hickory member agency, conditioned upon your acceptance, without modification, of the Agreement. Your use of this Website constitutes your acceptance of the Agreement. Please see "Changes to Terms" below.

This Website is provided solely to assist you in gathering travel information, determining the availability of travel-related goods and services, making legitimate reservations for your consumers 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 (for whom you are legally authorized to act), it is your responsibility to communicate the terms and conditions of this Agreement to that consumer, 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 to the best of your knowledge and belief.

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 Flyus, and/or its third party providers, distributors, or suppliers, except that you may download, display and print the materials presented on this Website for the purpose of purchases for your consumers' personal, non-commercial uses only.

The trademarks, logos, and service marks displayed on the Website are the registered and unregistered trademarks of Flyus and/or third parties. The trademarks owned by Flyus 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 consumers, or in any manner that disparages using or accessing the Website. Except as provided herein, Flyus 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 Flyus. 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 Flyus 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. 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 Flyus deems in its sole discretion to be unreasonable or disproportionate to the benefits Flyus 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 Flyus 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. Flyus 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 Flyus are in U.S. Dollars. Flyus assumes no responsibility, and shall not be liable for any losses, damages, costs, claims, expenses, or fees incurred due to currency fluctuations.

Flyus reserves the right to cancel any and all bookings or other transactions you have made on the Website 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, 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 consumer's 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 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. Your consumer 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 Flyus 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 Flyus

When you make a booking request for a travel product on Flyus.com, Flyus will automatically send a "Booking Confirmation" acknowledgement. Flyus 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 Flyus 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 Flyus 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 Flyus.com immediately.**

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 Flyus.com issue tickets and charge the credit card provided by you.

Itinerary Re-confirmation

It is the responsibility of the traveler for whom you booked with us online or for whom you have 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 Flyus 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 have 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 your consumers meet foreign entry requirements and that their travel documents, such as passports, PCR Test and visas (transit, business, tourist, and otherwise) are in order and any other foreign entry requirements are met. Flyus has no special knowledge regarding foreign entry requirements or travel documents. Please urge your consumers 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 www.travel.state.gov//travel.state.gov/content/travel/en.html and also with the relevant Consulate/Embassy of the country(s) your consumers are visiting or transiting through.

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

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

BY OFFERING RESERVATIONS FOR TRAVEL PRODUCTS IN PARTICULAR INTERNATIONAL DESTINATIONS, FLYUS.COM 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 that the consumer verify what the check-in requirements are prior to their flight. As per the flight industry standard, we recommend the following for 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 the trip cost and will be charged directly by the airline at check-in. Ultimately, the consumer is responsible for verifying the airline's baggage policies and fees before departure. Any advice regarding airline baggage fees provided by Flyus is merely intended to provide guidance and Flyus 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 the consumer 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 revise the seat allocation without notification. It is therefore recommended that the consumer contact the airline directly to confirm these requests prior to the scheduled departure date. We also do not guarantee that meal(s), frequent flyer and other special requests will be honored by the airline. [Click here](#) to view the list of airlines and phone numbers. When making a Special Service request through Flyus, the consumer expressly accepts the possibility that the third-party provider, distributor, or supplier may not satisfy special requests or may charge additional fees. In addition, Special Request service fees paid to Flyus.com 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 customers of any changes to their itinerary and help them work out a suitable alternative itinerary.

Flyus 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 the consumer either telephone the airline or check the flight status online within 72 hours of departure. If a consumer does this and finds out that their flight was cancelled, please call us at +1 813-670-2FLY. We will work directly with the airline on your behalf to find out what options are available for them.

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 Flyus prior to

their departure they may: miss their flights, lose the value of their tickets and possibly have their travel postponed by 1 or 2 days or even a few weeks before the airline can accommodate them.

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. Flyus 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 the consumer does not find out about the cancellation until they are already at the airport, or are in-between flights, they will need to speak with an agent at the airline counter. Please note that in some cases, especially during bad weather, their options may be limited.

Customer's Obligation

It is always important for the consumer 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 Flyus 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 consumer. It ultimately depends on the airline or airlines involved. If the airline is unable to re-protect the consumer, we will request a refund.

Best Purchase Guarantee

Our Best Purchase Guarantee provides extended cancellation benefits. Book now, cancel the flight for any reason within 24 hours from initial purchase. If the consumer purchases the Best Purchase Guarantee, they will receive a full refund when they cancel within 24 hours of the initial purchase. After 24 hours, standard restrictions and fees apply. BPG is not applicable if their departure time is within 24hrs.

3. Prices, Taxes and Fees

Our total prices include all taxes and fees applicable to airfare included in the booking, unless stated otherwise in the ticket confirmation email or in these Terms & Conditions. Additional fuel surcharges, security, baggage, seat reservation, and other applicable service charges may apply which will be charged by the relevant Travel Supplier at the time of check-in. The consumer is 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 consumers, we verify with the credit/debit card company that the billing address and credit card verification number provided to us is accurate and that the 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 timely 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 a credit card, if the transaction is not completed the approval code may block 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 the credit card has been charged, Flyus will notify you of the price increase before taking any further steps.

After submitting your reservation request to Flyus.com, regardless of whether or not Flyus.com has fully processed your request, the government may increase certain taxes and/or fees applicable to your booking. Flyus.com is not responsible or liable for any increase in government taxes and/or fees and your consumer 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 a consumer's total ticket costs.

Taxes and Fees

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

Our Fees

Online Transaction Service Fees - Flyus.com charges an online booking service fee of up to \$30 USD* per person for Domestic Travel, and up to \$80 USD* per person for International Travel, for all passenger types. However, in many cases, we do not charge a service fee at all. When making a reservation online, the total amount displayed is inclusive of Flyus' service fee. This total amount will be charged to the credit card provided at the time of your booking.

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. THE CONSUMER 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 fuel surcharges can be up to \$400 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.

Flyus.com 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 Flyus.com'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 Flyus.com, have the obligation to collect any applicable taxes, governmental fees and other charges and remit them to the government. Therefore, what Flyus.com is collecting from the consumer 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 the consumer may include other charges, costs and fees.

Flyus.com makes no representation or warranty of any kind regarding this "Taxes and Fees" section, and all information is provided to you "as-is". Additionally, Flyus.com assumes no responsibility and makes no representation or warranty of any kind regarding use of Flyus.com'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 a consumer needs to make a change to their reservation and that change is allowed, please be aware that such change will also be subject to a Flyus.com change fee up to \$50 for domestic flights, and \$100 for international flights per passenger.

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 your consumer has purchased:

- Change requests will only be accepted if they are made 48 hours prior to the date of the originally scheduled flight. Change penalties will apply.
- 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 a reservation has been made. In some cases, the spelling of a name may be able to be corrected, subject to additional fees and penalties if allowed by the airline. The consumer may also find that they have to cancel

their 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 a consumer does not arrive on time for the first flight listed on their reservation they will be listed as a no-show. When they are listed as a no-show this means that the airline automatically cancels the remainder of their trip, and they 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. Flyus does not assume any liability whatsoever for flights that are missed or failure to check-in or board on time. If a consumer arrives late for check-in but before the aircraft departs they must contact airline staff for re-accommodation on the next available flight. Please note: if a consumer elects not to travel on the next available flight offered, this will also be regarded as a no-show. In most cases, they will be required to pay a separate airport change fee/penalty directly to the airline. If the airport staff is unable to provide assistance, if you will please contact Flyus, we will do our best to assist you.

Once a consumer is certain that they cannot make their flight, their 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 flight segments by Flyus does not guarantee that a ticket will keep its value.** The outcome of that situation will solely rely on the airline's fare rules applied to the ticket. If the airline fare rules allow for a refund and/or exchange, a \$100 per ticket Special Services 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 a consumer 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 the consumer 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 their airline credit, they will be required to pay the fare difference (if any) plus applicable airline penalties and a Flyus.com Change Request Fee of \$50 per ticket Domestic and \$100 per ticket international.

Cancel and Refund

All reservations cancelled within 2 hours of booking (unless otherwise stated) are not subject to \$24.99 per ticket standard cancellation fees. After 2 hours (but within 24 hours), an administrative cancellation fee of \$24.99 per passenger for international flights and domestic flights applies.

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

- For US bookings, a consumer may cancel their 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 be made up to a week in advance of the flight's departure in order to receive a refund.
- For Canada bookings, a consumer may cancel their booking and receive a full refund, subject to our cancellation fees by 9:00pm EST on the same day.
- A consumer may opt-in to our Best Purchase Guarantee for an additional fee which will allow them to cancel up to a full 24 hours after purchase without subjecting them to our standard cancellation fees.

- Partially used ticket(s) are completely non-refundable.

All cancellation requests (US) must be submitted online (via Manage My Booking) and apply to all travelers on the reservation. Once Flyus 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 the reservation. We will not make any changes to the original flights(s) unless you confirm the quote is acceptable to them.

In some limited cases after 24 hours, if Flyus is able to obtain a waiver from the Airline to allow a refund, there will be a minimum Flyus 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, but not limited to, Spirit, JetBlue, Frontier, Jetstar, and Sun Country, 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 your consumer for the approval of a refund, this only provides you with acknowledgement of their 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 a consumer only after we have received payment of the Flyus processing fees. Refunds could take up to 2 billing cycles to appear as a credit from the card holder's card merchant. Fees charged by Flyus for the initial reservation will not be refunded.

Special Services

Flyus 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 Flyus 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 a credit or debit card was not issued in the US or Canada, there is an additional US \$25.00 international credit card processing fee. All references to credit or debit card transactions in this Agreement shall mean the consumer's credit or debit card. Hickory member agencies and agents shall only use a consumer's credit or debit card for all payments, refunds or any other credit or debit card transactions.

Payment may appear on the consumer's credit card statement in separate transactions - a charge by the airline as well as a charge from Flyus.com (which may appear as agent fee). However, the total amount charged to their credit card cannot exceed the total amount quoted on the last booking page and agreed during the checkout process. If their credit/debit card is not processed or accepted for any reason, we will notify you within 24 hours. Prior to 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, they will not be charged.

In order to provide the consumer 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 is safe to process them. In order to establish the validity of such transactions, we may contact you or their 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.
3. When you submit a consumer's credit or debit card for a purchase, we request an authorization for the amount of their anticipated transaction (placing a temporary "hold" on the funds). If for some reason we are unable to confirm their booking, they will not be charged. Upon notice from them, we are able to request that such hold be released by their credit or debit card bank; until then, funds subject to the hold will not be available to them for other purposes.
4. If their 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. Flyus bears no responsibility in the event your consumer's credit or debit card is not approved or charged.
6. There can be many reasons why a 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 your consumer. When the booking is ticketed at the cost originally quoted, the ticket becomes non-refundable and non-cancellable.
7. Flyus 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. Most credit card transactions over the phone to our Customer Service team are recorded and available as evidence in case of any dispute.
9. 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 a credit card declines at the time of processing a payment Flyus will attempt to notify you within 24 hours. Please note that we cannot process the reservation until we have received the required approvals from the financial institution and payment is secured. If Flyus 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 the unpaid reservation. This fee will not apply if you contact Flyus and advise us to reprocess payment (even if payment is declined again), cancel the reservation or if Flyus 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 your consumer. There will be no service fees charged for this.

Credit Card Disputes and "Chargebacks"

Flyus shall provide Customer with operational instructions and minimum documentation requirements intended to minimize fraud, chargebacks and debit memos prior to accepting credit card transactions from Customer. Flyus shall also take all reasonable steps to avoid fraudulent credit card transactions, using best industry standards and practices. If fraud occurs and a chargeback is received by Flyus from a credit card processor or an authorized clearinghouse, such as ARC, Flyus agrees to diligently defend against the

chargeback by providing documentation and using other best industry standards and practices. If Flyus complies with the above standards and practices and suffers a loss due to fraud or some other credit card transactional issue without Flyus' fault, Customer shall hold Flyus harmless and indemnify Flyus against the loss and Flyus for the loss within thirty (30) days of receiving documentary proof and invoice from Flyus.

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, Flyus.com does not guarantee the accuracy of, and disclaims all liability for any errors or other inaccuracies relating to the information and description of the air travel products displayed on this website, much of which information is provided by the respective suppliers.

Flyus.com 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. Flyus.com 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. Flyus.com 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 Flyus.com or our affiliates. Neither flyus.com, nor any third-party providers, distributors or suppliers warrant that this website, its servers or any email sent from Flyus.com 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.

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Limitation of Liability

DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT (OR OTHERWISE REQUIRED BY APPLICABLE LAW WITHOUT POSSIBILITY OF CONTRACTUAL WAIVER), THE PARTIES AND/OR THEIR LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE, WITH RESPECT TO OR RELATING TO THE WEBSITE, TRAVEL SERVICES AND PROMOTIONAL MATERIALS. THE WEBSITE, TRAVEL SERVICES AND PROMOTIONAL MATERIALS ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OR CONDITION OF ANY KIND. Flyus does not represent or warrant that the Website or Widget Modal (including, without limitation, the content available on the Website) will be uninterrupted or error-free, that all defects will be corrected, or that it will conform to either party's or any consumer's requirements. Flyus does not represent or warrant that the use of the Website and/or the Widget Modal,

Travel Services or Promotional Materials will be correct, accurate, timely or otherwise reliable. The Parties acknowledge and agree that all Travel Services are provided to the Consumer by the relevant Supplier, and specifically agree that neither party will be responsible to the other Party for any losses incurred as a result of the Travel Services not being supplied or being defective in quality. The Parties agree and acknowledge to have not relied on any other warranties or representations except as otherwise stated in this Agreement. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH JURISDICTIONS, THE FORGOING EXCLUSION IS LIMITED, AS REQUIRED BY LAW.

EXCLUSION OF CERTAIN DAMAGES. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF THE PARTIES HAVE BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EXCEPT FOR (A) A PARTY'S INDEMNIFICATION, CONFIDENTIALITY AND PRIVACY PROTECTION OBLIGATIONS, (B) A PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (C) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO OTHER EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, COST OF RE- PROCUREMENT, LOSS OF REVENUE, LOSS OF EXPECTED SAVINGS, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, AGGRAVATED OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT, THIS LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

DIRECT DAMAGES. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF THE PARTIES HAVE BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EXCEPT FOR (A) A PARTY'S INDEMNIFICATION, CONFIDENTIALITY AND PRIVACY PROTECTION OBLIGATIONS, (B) A PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (C) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO OTHER EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT EXCEED THE TOTAL MARKETING FEES PAID TO HICKORY AND ITS MEMBER AGENCIES DURING THE TWELVE-MONTH PERIOD PRECEDING ANY CLAIM OR NOTIFICATION OF DAMAGES HEREUNDER.

Indemnification

Each of the Parties hereby agrees to defend, indemnify and hold the other party and all of their respective managers, officers, employees and agents (collectively, the "Indemnified Parties") harmless from and against any and all claims and related losses, liabilities, damages, fines, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by any of the Indemnified Parties arising out of or relating to:

(a) any complaints that are a result of the other Party's (each an "Indemnifying Party") acts, omissions, negligence or breach of any terms of this Agreement; (b) any Processing of Customer Data by an Indemnifying Party; (c) any Data Breach that is a result of an Indemnifying Party's acts or omissions, negligence or breach of any terms of this Agreement; (d) an Indemnifying Party's use or misuse of the Travel Services or Website; (e) an Indemnifying Party's violations, or acts or omissions causing the Indemnified Party to be in violation of Applicable Laws in connection with the Indemnifying Party's use

of the Travel Services or Website, including, without limitation, Data Protection Legislation; and (f) an Indemnifying Party's breach of any term or condition of this Agreement.

If either party seeks to rely on the indemnity provisions above that arises from a third-party claim or Complaint:

(a) the Indemnified Party will have the sole right to attempt to resolve or settle such third-party claim or Complaint; (b) in the Indemnified Party's attempt to defend, resolve, or settle the third-party claim or Complaint, the Indemnifying Party will, at its own expense, provide the Indemnified Party all reasonable information and assistance requested; (c) the Indemnifying Party will refrain from taking any action in respect of such third-party claim or Complaint unless the Indemnified Party asks the Indemnifying Party to do so in writing or the Indemnifying Party is required to do so by Applicable Law or court order; and (d) if the Indemnified Party reaches a resolution or settlement with the third party that is bringing such third-party claim or Complaint, then the Indemnifying Party will cooperate fully with the Indemnified Party in finalizing such settlement, including, without limitation, executing any documents reasonably deemed necessary for such purpose.

Links to Third Parties, Banners and Websites

This Website may contain hyperlinks, banners and advertisements of other websites operated by parties other than Flyus.com. Such hyperlinks, banners and advertisements are provided solely as a convenience to you and not as an endorsement by Flyus.com, 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. Flyus.com 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 from other websites is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature.

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 Flyus.com 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 venturers, fiduciaries, employees or agents of the other.

Governing Law

This Agreement and the performance of the Parties hereunder shall be governed and construed in accordance with the laws of the State of Florida without regard to any law, statute, rule, or precedent that would apply the law of any other jurisdiction. The parties expressly disclaim the applicability of, and waive any rights based upon, the Uniform Computer Information Transactions Act or the United Nations Convention on Contracts for the International Sale of Goods.

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 we or you may assert claims on an individual basis in a small claims court located in Tampa, (Hillsborough County), Florida, if they qualify under the rules of the small claims court, and claims for temporary, provisional, or injunctive relief which may be brought in any court of competent jurisdiction. 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 Tampa, Florida, U.S.A.

Judgment on any arbitration award shall be final and 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 of competent jurisdiction.

WE EACH 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

If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement, or to interpret or enforce any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to all other relief granted.

Partial Invalidity

Should any provision, section or part of this Agreement be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, such provision, section or part shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the Parties and, in any event, the remaining provisions, sections and parts of this Agreement shall remain in full force and effect and shall remain binding on the Parties hereto provided that the Parties may still effectively realize the complete benefit of the promises and considerations conferred hereby.

Changes to Terms

We may request changes to this Agreement from time to time. We will notify you of any changes and provide you with a copy of the revised Agreement by email using the email address on file. If you fail to either accept or reject such revised Agreement by email within 24 hours of the changes first being communicated to you, then the revised Agreement will be deemed to have been accepted by you and come into immediate effect following the end of such 24-hour period. If you reject said revised Agreement within the 24-hour period, this Agreement will terminate at the end of said 24-hour period.

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

Our and your rights, liabilities and obligations under this Agreement will cease upon its expiration or termination for any reason, except: (a) the terms of this Agreement will survive termination insofar as they relate to Bookings completed prior to such termination, which have not yet been fulfilled so that the Consumer has received all of the Travel Services which formed part of the relevant Booking; and (b) our and your accrued rights and liabilities and the rights and obligations that are expressly or by implication intended to come into force upon, or remain in force following the termination of this Agreement will survive.

Severability

If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the Parties and, in any event, the remaining provisions of this Agreement shall remain in full force and effect and shall remain binding on the Parties hereto provided that the Parties may still effectively realize the complete benefit of the promises and considerations conferred hereby.

Assignment

Neither Party may assign its rights or delegate its duties without the express prior written consent of the other Party, which consent shall not be unreasonably withheld. Any purported assignment or transfer or delegation without such consent shall be null and void and of no force or effect.

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.

Contact Us

If you have any additional questions or concerns about this Agreement, please feel free to contact us at +1 813-670-2FLY, Flyus Marketing LLC, LLC., 205 N. Armenia., Suite 102, Tampa, Florida, 33609, United States, or email us at travel@flyus.com.