

## **Booking Terms and Conditions**

These Terms and Conditions (collectively with the special terms and conditions listed in the description of the Service this "**Agreement**" or these "**Terms and Conditions**") govern the sales of certain travel Services (as defined below) booked offered by third-party suppliers and distributed by PerfectStay US, Inc. d/b/a "PERFECTSTAY", a Florida corporation with its registered address at 1200 S Pine Island Road Plantation, FL 33324 ("we", "us" "our" or "PERFECTSTAY US"), within the framework of a partnership between Turkish Airlines and PERFECTSTAY US.

Your payment for the Services in accordance with these Terms and Conditions and our issuance of your Booking confirmation e-mail and its attachments (General Terms and Conditions of Sale, Product Sheet, and Insurance Terms, if the Customer purchases insurance) and related travel documents (the "**Booking Confirmation**") creates a contractual relationship between you and PERFECTSTAY.

We reserve the right to update or amend these Terms and Conditions at any time prior to you completing your Booking. An up-to-date copy of these Terms and Conditions is accessible on our website at [holidays.turkishairlines.com/en-CA](http://holidays.turkishairlines.com/en-CA) (the "**Website**"). The Terms and Conditions as listed online when completing your Booking are those that control. By accessing and using the Website, you accept and agree to be bound and abide by the Website's Terms of Use, including the Privacy Policy, set forth therein.

### **1. Definitions**

"**Booking**" shall mean any Service reserved by the Customer on the Website or by telephone.

"**Contact form**" shall mean the form available at [Insert Hyperlink].

"**Customer**" shall mean any adult natural person possessing legal capacity or any legal entity accessing the Sales and/or placing a Booking. Legal entities who wish to order Services regularly and/or in large quantities are excluded and must contact PERFECTSTAY US to sign a general agreement for business travel.

"**Email**" shall mean [contact@perfectstay.com](mailto:contact@perfectstay.com)

"**Service**" shall mean the travel services sold as part of Sales on behalf of PERFECTSTAY US and on behalf of its suppliers.

"**Sale**" shall mean a sale of travel Services to which the Customer have access.

"**Telephone**" shall mean (i) for all pre-sale information, the following telephone number: **14378872847** (toll charges may apply) or **+14378872847** from abroad and (ii) for all information about an order, the following number: **+14378872847** at which PERFECTSTAY US may be reached.

### **2. Your Booking**

A Booking will exist as soon as we issue the Booking Confirmation. The person making the Booking (the "lead name") must be 18 years old or over and when you make a Booking you

guarantee that you have the authority to accept and do accept on behalf of your party the terms of these Terms and Conditions.

Whether you book alone or as a group, we will only deal with the lead name in all subsequent correspondence, including changes, amendments and cancellations. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person on the Booking and for passing on any information regarding the Booking or any changes made in relation thereto, to all persons on such Booking, including but not limited to information on schedule changes or copies of Booking confirmations.

When you receive the Booking Confirmation and your travel documents, please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. We will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket. If there is an obvious error on the Booking Confirmation, we reserve the right to correct it as soon as we become aware of it. Travel documents will be sent to the email address given to us by the lead name at the time of Booking and will not be issued unless payment of the due balance has been received.

### **3. Customer contact information**

#### **For sales on the Website**

For any Bookings made on the Website, you may be asked to create a user account comprising a login (email address) and password. It is your sole responsibility to maintain the confidentiality of your account credentials and update your username and password so that PERFECTSTAY US can contact you at any time concerning your Booking. PERFECTSTAY US will not be liable for any consequences arising from the fraudulent or malicious use of your credentials resulting from your acts or omissions.

#### **For sales by telephone**

For any Bookings made via Telephone, you must provide an email address and telephone number to PERFECTSTAY US. It is your sole responsibility to update this contact information as needed so that PERFECTSTAY US can contact you at any time concerning your Booking.

### **4. Prices**

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it (including after a Booking has been confirmed). Offers are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until confirmed in writing on your Booking Confirmation.

Prices are shown inclusive of all government-imposed taxes and mandatory fees. Any administrative or processing fees imposed by PERFECTSTAY US shall be disclosed at the time of Booking.

Unless otherwise mentioned in the description of the Services, the Booking price shall not include the following:

- Insurance

- Paid activities
- Communication (telephone, Wi-Fi, etc.)
- Extras not included in the Service (meals, beverages, excursions, tours, etc.)
- Administrative formalities (visas, overseas travel authorization for minors, etc.)
- Actions related to mandatory formalities (medical treatments, vaccines, etc.)
- Tips
- Customer's personal expenditures (options selected on site, telephone toll charges, beverages when not included, etc.).

Unless otherwise mentioned in the description of the Services, the price of travel packages including air travel shall not include the following:

- Exit taxes sometimes required that must be paid on site upon checking in for the return flight
- Travel between airports
- Transfers (trip between the airport and lodging)
- The trips to the departure airport and from the arrival airport to the Customer's final destination
- Airport parking fees.

#### Lodging Prices - special terms and conditions

Prices for Services including lodging are calculated in number of nights and not in full days on site. Unless otherwise mentioned in the description of the Service, a night shall mean the provision of lodging between 5:00 pm at the latest and 10:00 am the next day at the earliest.

Prices for hotel Services shall be presented based on a double room. Any deviations such as for individual rooms or triple, quadruple, or family rooms shall be subject to additional fees.

Prices for residence Services shall be presented as prices per lodging. Unless otherwise mentioned in the description of the Service, residential lodging shall not include any traditional hotel services such as 24/7 reception, room service, bar, restaurant, laundry, etc.

### **5. Payment terms**

#### Payment in full for the Booking

Customers who select this option shall make payment in full for their Bookings at the time of reservation.

However, if the means of payment used by the Customer do not allow PERFECTSTAY US to debit the total amount of the Booking (for example, weekly expenditure limit reached), the Customer shall pay a down payment.

The Booking shall be considered accepted, and PERFECTSTAY US will confirm the reservation with the suppliers. By exception, the Customer shall have 48 hours to pay the remaining balance due. Otherwise, the Customer's Booking shall be considered to be canceled at the Customer's initiative in accordance with the terms set out hereunder, subject to cancellation

fees.

#### Payment of a down-payment of 50% of the Booking

If available, Customers who select this option shall make full payment of the down payment at the time of reservation. PERFECTSTAY US shall debit the balance of the Booking 30 days before departure.

#### Payment in installments by Bank Card

For certain Bookings placed on the Website, PERFECTSTAY US may offer a financing solution through a partner allowing payment for the Booking in installments, subject to the partner's terms and conditions set out on the Website.

### **6. Specific Services Terms and Conditions.**

#### **6.1 Lodging**

In general, and unless otherwise mentioned in the description of the Service, room categories meet the following criteria:

- Single room: they are equipped for a single person (single bed) and are generally less comfortable and less well situated than the other rooms.
- Double room: these are rooms equipped with a double bed or two single beds.
- Triple room: these are double rooms in which an extra single bed is added. The dimensions of this bed may be smaller than standard size.
- Quadruple room: these are double rooms in which two extra single beds are added. The dimensions of these beds may be smaller than standard size.
- Family room: these are double rooms that can accommodate three or four standard sized beds.

#### **6.2 Flights**

Airport security instructions require that travelers be present early enough to complete all necessary formalities. Therefore, PERFECTSTAY US recommends that travelers arrive to check in at least three hours before departure time for international flights and at least two hours before departure time for domestic flights.

For some travelers traveling under special conditions (over-sized baggage, travelers with reduced mobility, etc.) the Customer must contact the airline for information on precise check-in and boarding conditions.

If the Customer and/or a traveler included in the Booking is not present for boarding the outgoing flight, the airline will automatically cancel their return flight without possibility of any reimbursement. However, the traveler may nevertheless benefit from the rest of the Services included in the Booking and may request reimbursement for any individual taxes and fees identified as such in the ticket price which are owed for actual passenger boarding (identified most often as QW and QX). The Customer may request reimbursement directly from the carrier or PERFECTSTAY US by sending a letter to the following address:

PERFECTSTAY.COM, 10 rue de Penthièvre 75008 Paris, France. The Customer will be invoiced for fees equal to 20% of the amount reimbursed.

The Customer is hereby advised that the flight portion of their travel is subject to and governed by the airline's Contract of Carriage. All rights, obligations, and limitations applicable to the air travel component, including but not limited to cancellations, delays, baggage policies, and liability, are determined by the terms and conditions set forth by the operating airline.

### 6.3 Other Services

#### **Meals**

Unless otherwise mentioned in the description of the Service:

- Half board includes breakfast and one meal per day (either dinner or lunch), not including beverages. The plan starts with breakfast following the first night and ends with breakfast following the last night
- Full board comprises all breakfasts, lunches, and dinners, not including beverages. The plan starts with dinner on the first night and ends with breakfast following the last night
- "All inclusive" comprises all breakfasts, lunches, and dinners, as well as beverages. Certain consumption hours may be established.

#### **On-Site Lodging Activities**

Certain lodging providers may offer leisure or pleasure activities on-site. These activities are not included in the Services purchased and are not part of the Booking, and may be purchased by the Customer/traveler directly from the lodging provider at the Customer's/traveler's sole cost and expense.

#### **Sports/Spa**

For any Bookings that includes sports activities, therapies, or treatments provided (spa, thalassotherapy, balneotherapy, etc.), the Customer may be asked to verify the physical condition of each traveler before placing the Booking. To do this, each person may be required to submit a medical certificate attesting to the fact that their health condition is compatible with the activities in question. PERFECTSTAY US is not liable for any decision by the service provider on site to refuse access to sports activities or treatments because of a traveler's health condition.

## 7. Changes and Cancellation

### 7.1 **Changes by PERFECTSTAY US**

Before the Customer's departure, if PERFECTSTAY US changes one or more of the essential components of your Booking, PERFECTSTAY US shall notify the Customer of this, and the Customer may accept the proposed change or cancel the Booking.

#### Changes to the price

We can change your Booking price after you've booked, only in certain circumstances:

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel

or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates mean that the price of your travel arrangements may change after you have booked.

### Changes other than the price

It is a term of your Booking that we can make changes to any aspect of your Booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include alteration of your accommodation to another of the same or higher standard.

If, after the start of the travel or stay we are forced by a Force Majeure Event (as defined below) to alter significantly any of the main characteristics of the Services that make up your Booking you will have the rights set out below:

- I. We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative Service, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.
- II. If you choose to accept a refund then that is the only liability we have and we will not be liable for any further sums, compensation or otherwise and you are advised to adequately insure yourselves against cancellation for any reason

## **7.2 Cancellation by PERFECTSTAY US**

PERFECTSTAY US may cancel the Booking due to a Force Majeure Event (as defined below). In such a case, the Customer will be notified of the cancellation of the Booking as soon as possible before the start of the travel or stay, and the Customer will be reimbursed for all payments made, without additional compensation. PERFECTSTAY US is not responsible for any expenses incurred by travelers in preparing for the Booking, including non-refundable or penalty-carrying airline tickets, special clothing, visa or passport fees, or other trip-related expenses.

## **7.3 Customer Booking Changes or Transfers**

You are responsible for ensuring that information provided to PERFECTSTAY US is accurate and up to date. Any changes to your name on any booking are subject to PERFECTSTAY US's approval. Any changes to a booking depend on availability and are subject to PERFECTSTAY US's approval and these Terms and Conditions. Any extra costs incurred for making the change will be charged to you along with an administrative fee. Cancellation of any Service included in a Booking will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms. No changes are permitted to any Booking within 7 days of departure of the first product or Service on the applicable Booking. Once a Booking has been confirmed, changes to Ground Services are no longer possible. For Air Transport Services, once a Booking has been confirmed, the Customer must make any request to change Air Transport Services with PERFECTSTAY US by Telephone. To the extent possible, any such

change will be made subject to, and in accordance with, the applicable carrier(s)' terms in relation to the ticket type reserved by the Customer (for example: non-changeable, changeable with or without fees) plus a processing fee up to 50 CAD applied by PERFECTSTAY US.

If you have purchased an individual insurance policy allowing you to change your Booking, you must contact the applicable insurance provider directly, and the insurance provider shall be solely responsible for managing your change request.

You can transfer your Booking to another person, who satisfies all the conditions that apply to this Booking, by giving us notice in writing at least 7 days before departure provided that the new lead passenger accepts the transfer and these Terms and Conditions. Both you and the new traveller are responsible for paying all costs we incur in making the transfer. Please bear in mind that certain airlines and other transport providers treat changes as a cancellation and charge accordingly, up to 100% of the cost for that part of the arrangement. Where applicable these charges will be passed on to you.

#### **7.4 Customer Booking Cancellation**

The Customer may cancel a Booking at any time before the start of the travel or stay, subject to payment of the cancellation fees.

Any Customer request for cancellation must be made through the Contact Form.

Notes (i) your all cancellations are subject up to 50 CAD administrative fee; and (ii) If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges; (iii) flash sales are non-refundable and (iii) and certain travel arrangements, such as Ground Service and Air Transport Service may be subject to higher cancellation charges and could incur a cancellation charge of up to 100% of that part of the arrangements from the moment the booking is confirmed. Cancellation fees for Air Transport Service are calculated in accordance with the carrier(s)' terms in relation to the ticket type reserved by the Customer (for example, non-changeable and non-reimbursable, changeable with a fee, or changeable and reimbursable).

The Customer shall have the right to cancel the Booking before the start of the travel or stay without paying any cancellation fee if extraordinary, inevitable circumstances occurring at the destination or in immediate proximity to it have major consequences on the execution of the Booking or on the transport of passengers to the destination. In such a case, the Customer shall have the right to full reimbursement of all payments made but no right to additional compensation.

If you have purchased an individual insurance policy allowing you to cancel your Booking, you must contact the applicable insurance provider directly, and the insurance provider shall be solely responsible for managing your cancellation request.

### **8. Travel insurance**

You are strongly advised to obtain travel cancellation insurance and travel insurance prior to the period of travel. This may, without limitation, protect you (depending on the nature and terms of the travel insurance policy) from having to personally bear the fees resulting from any cancellation or change to your Booking as specified above.

Insurance, even if purchased as a part of the Services, is provided through a third-party insurance company and shall be subject to the terms and conditions of the insurance company and all requests for service under the insurance policy must be filed directly with the insurance company, in accordance with the relevant policy terms and conditions. You acknowledge and agree that PERFECTSTAY US has no control over the insurance provider or its coverage decisions, and as a result PERFECTSTAY US is not responsible for and shall not be liable for policy coverage, claims processing or the denial of any claims.

## **9. Limitation of Liability**

PERFECTSTAY US purchases air, transportation, hotel accommodations, and other services from various independent suppliers that are not subject to its control. Neither PERFECTSTAY US, its affiliates, owners, officers, agents, employees and contractors, nor any associate organization shall be held liable for any act, default, injury (including personal injury, emotional injury, or death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any such independent suppliers, or defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. In addition, PERFECTSTAY US cannot be liable for delays in departure or interruption of your vacation arrangements caused by weather conditions, technical problems of any aircraft, vessel, automotive vehicle or other equipment or instrumentality, strikes, war, terrorist activity, civil commotion or any causes beyond the control of PERFECTSTAY US. In no event will PERFECTSTAY US be responsible for incidental, consequential or special damage or loss suffered by any person. PERFECTSTAY US's maximum liability, for any reason whatsoever, will be limited to the amount paid by the Customer to PERFECTSTAY US for the applicable Services. PERFECTSTAY US is not acting as principal but only as agent for the companies, corporations or persons providing or offering the Services. To the extent PERFECTSTAY US shall not be acting as an agent for the companies, corporations or persons providing or offering the Services, as stated above, it shall be deemed to be acting as an agent of the Customer in arranging or Booking the Services. You further understand that PERFECTSTAY US neither owns nor operates such third-party suppliers and accordingly, agree to seek remedies directly and only against those suppliers and not hold PERFECTSTAY US responsible for their acts or omissions.

Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

**IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU, OTHER TRAVELERS OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**



## **10. Indemnification**

You agree to indemnify and hold harmless PERFECTSTAY US, its affiliates, directors, executives, employees, agents and other officers, and their respective successors and assigns, from and against any and all losses, liabilities, claims, damages, costs or expenses of any kind (including reasonable attorney fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by an Indemnitee that arise out of, result from, or may be payable by virtue of any act or omission by you, or any other person in your Booking party or any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these Terms and Conditions. The indemnity contained herein is without prejudice to and in addition to any remedies or other rights provided by law and/or statute and/or under any other provision of these Terms and Conditions.

## **11. Force Majeure**

Without limitation, PERFECTSTAY US is not responsible for, and no refunds will be given for, delays or cancellation of all or part of your trip due to causes or circumstances beyond PERFECTSTAY US's responsibility or control, including but not limited to act of God; perils of the sea, harbors, rivers, or other navigable waters; act of any governmental or ruling authority; epidemic; collision; stranding; fire; war; hostilities; riots; strikes or labor stoppages; or any other cause or circumstance beyond PERFECTSTAY US's responsibility or control (a "**Force Majeure Event**"). For the avoidance of doubt, a Force Majeure Event also includes (a) the occurrence of any pandemic, epidemic or prevalent disease or illness with an actual or probable threat to human life as may be designated or determined by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC); including, without limitation, coronavirus, atypical pneumonia, Severe Acute Respiratory Syndrome (SARS), or avian influenza, or (b) adherence to any travel restriction, warning or advisory issued in relation thereto by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC), or (c) any quarantine or similar measure taken in relation thereto by any governmental agency or authority to prevent the spread of any communicable disease, or (d) any unavailability of any resources, information or services resulting from any of the foregoing including, without limitation, the unavailability of resources, information or services due to any governmental shut-downs or the unavailability of resources, information or services due to a shut-down, quarantine or similar measure of any third-party service provider whose service or information is relied upon PERFECTSTAY US to operate the trip or otherwise fulfill its obligations under this Agreement.

## **12. Passport, Visa, Health, Travel and Immigration Requirements**

Your specific passport and visa requirements, and other immigration requirements are your responsibility, and you should confirm these with the relevant Embassies and/or Consulates. PERFECTSTAY US does not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

Please note that for some trips we need to request special permits, and as such we will require your passport details prior to accepting your Booking. Furthermore, if you renew your

passport after you have booked, you may be required to take your old passport with you to maintain the validity of the permit.

It is your responsibility to ensure that you obtain proper and detailed medical advice at least 2 months prior to travel for the latest health requirements, recommendations for your destination and any costs. You should check this information at least 2 months before departure and again within 14 days of travel. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations such as to the countries to which you will be traveling may involve greater risk than others. We urge that you review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to participating in your trip. Information on conditions in the to the countries to which you will be traveling, and the level of risk associated with travel to those countries can be found at the "County Specific Information," "Travel Warnings," "Travel Alerts," and "Background Note" pages on the United States Department of State's website located at <https://travel.state.gov/content/travel.html> WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO ANY COUNTRY IS ADVISABLE OR WITHOUT RISK AND WE ARE NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO THE COUNTRIES WHICH ARE PART OF YOUR TRIP

### **13. Exclusive Governing Law and Jurisdiction**

These Terms and Conditions and any Disputes, actions and legal proceedings whatsoever by you shall be governed exclusively, in all respects, and without regard to conflict of law principles, by the laws of the State of Florida, USA. Any legal suit, action or proceeding arising out of or relating to the Tour Contract shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in Orlando, Florida, and You and the Company irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Except as otherwise expressly specified in these Terms and Conditions, passenger agrees this choice of law supersedes and pre-empts any provision of law of any other state or nation.

### **14. Waiver of Jury Trial**

In connection with any action or legal proceeding arising out of these Terms and Conditions, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.

### **15. Class Action Waiver**

These Terms and Conditions provide for the exclusive resolution of disputes through individual legal action on your own behalf instead of through any class action. Even if the applicable law provides otherwise, you agree that any legal action against PERFECTSTAY US whatsoever shall be litigated by you, individually, and not as a member of any class or as part of a class action, and you expressly agree to waive any law entitling you to participate in a class action.

### **16. Time Limit for Claims**

We are not be liable for claims, actions, or losses for bodily injury, emotional injury or distress, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your trip and any activities conducted in conjunction therewith, unless full details in writing are given to PERFECTSTAY US, within 185 days after the date of the event giving rise to such claim. Suit to recover on any such claim shall not be maintainable unless filed within one (1) year after the date of the event giving rise to such claim and unless served on PERFECTSTAY US within 120 days after filing. You expressly waive all other potentially applicable state or federal limitation periods. If a written claim is not made and suit is not filed within the time frame set forth above, then you waive and release any right you may have to make any claim against us arising under, in connection with, or incident to the trip.

**17. Severability**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**18. Waiver**

Any failure by either party at any time, or from time to time, to enforce or to require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions and shall not affect or impair such terms and conditions in any way or the right of such party at any time to avail itself of such remedies as it has for the breach or breaches of such terms and conditions.

**19. Consumer Protection/Seller of Travel:**

PERFECTSTAY US is a Registered Seller of Travel in Washington State, # 605-639-110; California Seller of Travel # 2161940-50; Florida Seller of Tavel #ST45359. Registration as a seller of travel does not constitute approval by the State of California. PERFECTSTAY US is not a participant in the California Travel Consumer Restitution Fund.