

Website Terms of Use

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Air TICKET EXPERTS (Pty) Ltd.
(Company Registration number: 2015/069246/07) - ("we" or "us")

This Website Terms of use document sets out the terms and conditions "T&C" under which you may use the www.air-ticket-experts.com site (the "terms"). Please read the Website Terms of use carefully. If you do not accept the terms stated here, do not use this site and service.

By using this site, you are indicating full acceptance to be bound by these terms. The term "you" as used in these terms refers to all individuals and / or entities accessing this site for any reason.

Website information

This Air TICKET EXPERTS site displays inter alia information about travel locations, tours, packages, airfares, travel agent locations, cruise, insurance, transportation, foreign currency, schedules and information about Air TICKET EXPERTS. Most of this information is supplied to Air TICKET EXPERTS by third party providers including but not limited to airlines, hotels and transportation suppliers. Therefore, although Air TICKET EXPERTS have taken reasonable care to ensure that this information is correct and up to date, Air TICKET EXPERTS cannot check the accuracy of such information where it is provided to us by third parties. Air TICKET EXPERTS accept no responsibility for information supplied to Air TICKET EXPERTS by third parties. We recommend you confirm all information contained on or linked from the site with your local Air TICKET EXPERTS Consultant.

Prices, Travel Restrictions and Conditions

Restrictions and conditions apply to all of the travel products and services offered on this site and such restrictions and conditions may affect the prices set out on the site. To determine the applicable restrictions and conditions you must contact Air TICKET EXPERTS. The airlines and other third party providers of travel and travel related services may change their prices, details of their packages, tours, flights and other information displayed on the site at any time. For this reason, all prices displayed on the www.air-ticket-experts.com site are subject to change without notice. All travel products and services described on the site are subject to availability. We will endeavour to notify you of all relevant taxes, airport charges and any other additional costs when you confirm your booking with Air TICKET EXPERTS (*as at that date*) but these may be subject to variation prior to your departure. You are responsible for obtaining all passport, visa and health information that you may require. We may assist you to obtain such information, however the final responsibility for obtaining the necessary information and complying with any passport, visa and health requirement remains with you.

Intellectual Property

The material contained on the Air TICKET EXPERTS www.air-ticket-experts.com website, including (without limitation) the software, design, text and graphics (including trademarks) comprised in this Site and the selection and layout of this site, are owned or licensed by us and are protected by intellectual property laws, including copyright. You may use the site only for your personal and non-commercial purposes. Except to the extent permitted by relevant copyright legislation, you must not use, copy, modify, transmit, store, publish or distribute the material on the site, or create any other material using material on the Site, without obtaining our prior written consent. Trade marks (whether registered or unregistered) and logos must not be used or modified in any way without obtaining our prior written consent. The site, including trademarks, service-marks, business names, company names, logos, trade-names, get-up (trade dress), products, technology and processes contained in this site may be the subject of other intellectual property rights owned by us or by third parties. No licence is granted in respect of those intellectual property rights other than as

set out in these Terms. Your use of the Air TICKET EXPERTS www.air-ticket-experts.com website must not in any way infringe the intellectual property rights of any person in any jurisdiction.

Your Use

You must only use this Site for lawful purposes and in a responsible and cooperative manner.

You may not:

- use another's personal information, including name, login details or password without permission;
- use the Site while impersonating another person;
- tamper with, hinder the operation of or make unauthorised modifications to the Site;
- delete data from the Site without our permission;
- knowingly transmit any virus or other disabling feature to the Site;
- breach any third party's rights (including intellectual property rights and obligations of confidentiality owed to third parties) or infringe any laws in any jurisdiction in using this Site;
- frame this Site as part of another site or cache this Site for commercial benefit;
- commit any act that may amount to a criminal offence or civil breach of any other jurisdiction.

Your warranties

You are of sufficient legal age and capacity to use this Site and agree to legal binding obligations for any liability you may incur as a result of using this Site. You are responsible (financially and otherwise) for all uses of this Site by you and those using this Site using your login details, including your password; and the information you supply via the Site will be accurate and not misleading, deceptive or likely to mislead or deceive.

Your Privacy

We will handle your personal information in accordance with the terms and conditions set out in our Privacy Policy. We and our third party providers of travel and travel related products and services may disclose your personal information to others where directly connected with facilitating your travel arrangements and bookings and the provision of travel services and products. For example, we may disclose your personal information to airlines, hotels, car rental companies and other service providers in facilitating your travel arrangements. At all times we retain the right to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. We may disclose aggregated information about users and use statistics relating to the Site and aggregated information about our sales and trading patterns to others.

Disclaimers and Limitation of Liability

You use this Site at your own risk. Your access to and use of this Site is subject to factors beyond our control. We do not represent or warrant that this Site, the server that makes it available or any of the products or services supplied through this Site will be free of errors, viruses or defects or that the service will be uninterrupted or timely. Because of the nature of the Internet, we do not warrant that this Site will be secure and we will not be liable for any disruptions to the Site. We do not represent that any of the travel products and services set out on the Site will be suitable for you. We advise you to consult with our agents in ascertaining whether the products advertised are suitable for your purposes and to familiarize yourself with the product offering. Travel products and services offered and promoted via the Site are products and services of third parties. Our role is to facilitate your travel arrangements, including processing your bookings and making payments. We are acting as an agent for third party providers. Your legal relationship in respect of the third party products and services is with the relevant third party provider. We do not guarantee any safety standards or satisfactory performance of any supplier. You accept that any products purchased through this site and such products that are utilised by you may be dependent on certain factors beyond Air TICKET EXPERTS control and therefore agree that Air TICKET EXPERTS will not be held liable for the cancellation or postponement due to such factors, including but not limited to weather, mechanical failure, acts of God. You hereby agree to

indemnify, defend and hold Air TICKET EXPERTS harmless against all suits, actions, claims, judgments, injury, direct, indirect and / or consequential damages or losses or other liabilities and all costs and expenses which may arise from the product or the omission of supplying the product by any third party supplier. Air TICKET EXPERTS shall not be liable to the Company for the death, injury, direct, indirect or consequential damages or losses suffered in respect of supply of the product by the third party supplier and purchased through this site.

Linking

We may link our Site to other sites on the World Wide Web. We are not required to maintain or update these links. These links are provided for your convenience only. It does not mean that we have reviewed these sites or that we endorse them. We are not responsible for the content of other sites, even if we link to them and we are not recommending these sites or their products or services to you. Air TICKET EXPERTS make no warranties and accept no liability if you suffer any loss or damage in relation to material contained on external sites or using another's product or services.

Cookies

A cookie is a small piece of text that is placed within the memory of a computer and can be later retrieved by web page servers. Air TICKET EXPERTS use cookies to enhance your interaction and convenience with our website and do not use cookies to record any personal information. This Site may store cookies on your web browser in order to improve service for you on your subsequent visits to the Site. By using cookies, web sites can track information about visitor's use of the Site and provide customised content. Most web browsers can be configured to notify the user when a cookie is received, allowing you to either accept or reject it. You may also inspect the cookies stored by your web browser and remove any that you do not want. If you disable the use of cookies on your web browser or remove specific cookies from this Site or linked sites, then your use of the Site may be restricted.

Cancellation

In the event that you wish to cancel any booking scheduled through this site, you will be liable for any and all cancellation costs which could amount to 100% of the total cost. This cancellation cost is determined by the third party suppliers and is calculated based on the period of notice of the cancellation and costs already incurred. It is your responsibility to request the cancellation policy of all third party suppliers and to familiarise yourself with such policies.

Air TICKET EXPERTS are also entitled to charge a cancellation fee.

Force Majeure

Neither party shall be liable to the other for any loss suffered by the other or be deemed to be in default or any delays or failures in performance if the delay or failure was due to any acts or causes beyond its reasonable control or, without derogating to the generality thereof, from any Acts of God, acts or regulations or any governmental or local authority, war or national emergency, accident, fire, flood, tempest, riots, strikes, lock-outs, third party delay, labour troubles or failure or fluctuation in electricity.

Amendments

Except as otherwise specified, Air TICKET EXPERTS may amend these Terms at any time without notice to you by posting amended Terms Directly on the Air TICKET EXPERTS www.air-ticket-experts.com site and the amended Terms will take effect immediately when they are posted on the Site.

Termination

Air TICKET EXPERTS may terminate this agreement, your registration with or ability to access this Site and/or any other service provided to you by us and any other agreement between us, immediately if you breach any of these Terms.

Our relationship

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended to be created between you and us by these Terms.

Notices

Except as required by law or otherwise specified by Air TICKET EXPERTS, you must provide any notices to us by email to info@airticketexperts.co.za. We will provide any notices to you by email to any email address provided by you. Notices will be taken to have been received 24 hours after the email is sent, unless the sending party receives notice that the address is invalid or that the email has not been received.

Governing law

Any dispute arises about this agreement or how this agreement applies or arising out of your use of this Site, the laws of South Africa will apply.

General

If any of these Terms are invalid or unenforceable, it will be struck out, and the remaining Terms will remain in force. Headings are for reference purposes only. Any indulgence granted to you in relation to a breach by you or others of these Terms, does not amount to a waiver of any of our right to act in respect of such breaches. In these Terms, the term "Site" includes any email bulletins or other content that we provide to you via or initiated from this Site.