

TERMS & CONDITIONS

The terms “we”, “us”, “our” and “THE FIFTH PILLAR” refer to The Fifth Pillar., a Virginia based corporation and its affiliates. The terms “you” or “your” refer to the customer visiting the Website (hereinafter defined) and/or booking a reservation either through us on the Website or through our customer service agents. The term “Website” refers to The Fifth Pillar Travel website www.thefifthpillar.com. The term “Agreement” or “Terms & Conditions” refers to all the terms, conditions, and notices set forth herein.

By booking any travel products or services, or accessing or using the Website or promotional materials in any manner you agree to be bound by this Agreement. Please read this Agreement carefully. If you do not accept all of these Terms & Conditions, please do not make bookings through our customer service agents or through the Website, and please do not use the Website. Be sure to return to the Website periodically to review the most current version of this Agreement. We reserve the right at any time, in our sole discretion, to change or otherwise modify this Agreement without prior notice, and your continued access or use of our services or the Website signifies your acceptance of the updated or modified Agreement.

1. THE FIFTH PILLAR Services. THE FIFTH PILLAR is a private company. THE FIFTH PILLAR is not associated with any United States or foreign government offices or embassies (collectively with all other governmental organizations, “Governmental Agencies”). THE FIFTH PILLAR is not responsible for the granting or denying of documents. THE FIFTH PILLAR acts only as a “Booking Agent” for the travelers in making arrangements for services and products provided by third parties, such as airlines, hotels, meals, tours, buses or other transportation suppliers in connection with THE FIFTH PILLAR’s travel packages (hereinafter “Service Providers”).

Our Website and marketing material display information about travel locations, airfares, travel agent locations, flight times and dates, tours, packages, insurance, cruises, transportation, foreign currency, schedules, travel companies and many other things, as a convenience to you. Although THE FIFTH PILLAR uses best efforts to ensure the information supplied to THE FIFTH PILLAR by the Service Providers is correct and up to date, you agree that THE FIFTH PILLAR is not liable for the accuracy of such information. Many of the services and products that make up your travel booking are provided by Service Providers, and as such, you will be entering a separate contract with these Service Providers for said services and products. Service Providers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier’s liability to you. We suggest that you review any such terms and conditions of those Service Providers.

THE FIFTH PILLAR accepts no responsibility for information supplied or representations made to us by third parties including the Service Providers. THE FIFTH PILLAR recommends that you confirm all information contained on or linked from our Website with the Service Providers. The details of the prices, packages, tours, flights and other information displayed on the Website are subject to change without notice. Post-purchase price increases may also be applied due to additional costs imposed by any Service Provider or Governmental Agency. You may be charged additional sums by THE FIFTH PILLAR to offset increased fees, fuel surcharges, taxes, and fluctuations in foreign exchange markets or any combination thereof. Acceptance of these Terms & Conditions hereby grants consent from you for any post-purchase price increases, and authorizes THE FIFTH PILLAR to charge your credit card for such additional amounts without need for further consent or approval from you. The travel products and services described on the Website are subject to availability. It should be noted that all documents issued to travelers are non-transferable. Such documents may include but are not limited to, visas, airline tickets, hotel vouchers, tour vouchers, or any other document used to confirm an arrangement with a Service Provider. Such documents may also be subject to conditions such as, but not limited to, being non-refundable, non-date-changeable and subject to cancellation or amendment fees. It is your responsibility to familiarize yourself with these conditions. If for any reason, any Service Provider is unable to provide, or alters in any way, the services for which you have contracted, your remedy lies solely with that Service Provider, and not with THE FIFTH PILLAR.

In the event THE FIFTH PILLAR receives payment by credit card, you agree that you will not seek to chargeback or recover your payment or any other losses from THE FIFTH PILLAR.

Unless otherwise expressly agreed to by THE FIFTH PILLAR in writing, you are responsible for obtaining all passports, visas and health information required.

2. Use of the THE FIFTH PILLAR Website. The Website is provided solely to assist customers in gathering travel information, determining the availability of travel-related goods and services, making legitimate reservations, and for no other purpose, and is offered to you conditioned upon your acceptance without modification of these Terms & Conditions.

Furthermore, as a condition of your use of the Website, you warrant that (i) you are at least 18 years of age; (ii) you possess the legal authority to create a binding legal obligation on behalf of yourself and any other travelers you have included in your booking; (iii) you will use the Website in accordance with this Agreement; (iv) you will only use the Website to make legitimate reservations or bookings for you or for another person for whom you are legally authorized to act; (v) you will inform such other persons about these Terms & Conditions that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto and will provide a copy of these Terms & Conditions to such other persons, which is binding upon them; (vi) all information supplied by you on the Website is true, accurate, current and complete, and (vii) if you have a THE FIFTH PILLAR account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you. We retain the right in our sole discretion to deny access to anyone to the Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of this Agreement.

No Copy, Distribution, or Sale. You may download, display, or print one (1) copy of any portion of the content displayed on the Website (the "Content"). If you do so, you may not modify the Content in any way, and you must reproduce the THE FIFTH PILLAR copyright notice (or the Service Provider's notice, as applicable) in the form: "© 2020 The Fifth Pillar Travel and Tours - All Rights Reserved" as displayed on the relevant page(s) that you might copy. Except as provided herein, you may not:

- Copy, reproduce, upload, post, display, republish, distribute or transmit, any part of the Content in any form whatsoever;
- Use a frame or border environment around the Website, or other framing technique to enclose any portion or aspect of the Website, or mirror or replicate any portion of the Website;
- Modify, translate into any language or computer language, or create derivative works from, any Content or any part of the Website;
- Reverse engineer any part of the Website; or
- Sell, offer for sale, transfer, or license any portion of the Website in any form to any third parties.

Other Limitations. Unless otherwise provided within these Terms & Conditions, or unless specific applicable law requires THE FIFTH PILLAR to allow you to do so, you may not do any of the following without the prior written consent of THE FIFTH PILLAR:

- Use the Website to make any false, fraudulent or speculative reservation, or any reservation in anticipation of demand;
- Imply in any fashion that THE FIFTH PILLAR is endorsing your products or services;
- Place false or misleading information on the Website;
- Post or transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law; or for any other purpose that is unlawful or prohibited by these Terms & Conditions;
- Use or access the Website in any way that, in our reasonable judgment, adversely affects the performance or function of the Website, or any other computer systems or networks used by THE FIFTH PILLAR, other Website users or members;
- Upload or transmit to the Website or use any device, software or routine that contains viruses, Trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere, attempt to interfere with or intercept, the normal operation of our Website, or appropriate the Website or any system, or take any action that imposes an unreasonable load on our computer equipment, or that infringes upon the rights of a third party;

- Use any device, software, or routine that interferes, or attempts to interfere, with the normal operation of our site, or take any action that imposes an unreasonable load on our equipment; or
- Disguise the origin of the information transmitted through the Website.

Member ID and Password. Access to certain areas of the Website is only available to registered members. To become a registered member, you are required to answer a limited number of mandatory questions. Answers to additional questions are optional. You represent and warrant that all information you supply to us about yourself and others, including email addresses, is true, valid and accurate, and that you have the right to supply us with such information.

Termination. THE FIFTH PILLAR, in its sole discretion, may, at any time and without advance notice or liability, terminate or restrict your access to all or any component of our Website, even if access continues to be allowed to others. Upon such termination or suspension, you must immediately discontinue use of the Website, and destroy any copy you have made of any portion of the Website. Accessing the Website after such termination, suspension, or discontinuation shall constitute an act of trespass. THE FIFTH PILLAR shall not be responsible to you for such suspension or termination. THE FIFTH PILLAR may also, at any time, charge or impose fees for certain services, or establish or change general practices and limits concerning certain services.

3. Privacy and Security. Your use of the Website is subject to our Privacy Policy. You agree that you have read our Privacy Policy, and it is reasonable and acceptable to you. Your acceptance of these Terms & Conditions is also your consent to the information practices in our Privacy Policy. You consent to our processing and sharing of personal information about you and other members of your party that you have provided to us in accordance with the terms of and for the purposes set forth in our Privacy Policy. Non-personal information you send or communicate to us, such as questions, comments or inquiries, will be not considered personal information and therefore will not be subject to our Privacy Policy. Accordingly, THE FIFTH PILLAR may use any such non-personal information you supply to us, which may include, but is not limited to, any inventions, ideas, concepts or know-how, without restriction or liability.

4. Disclaimer. THE FIFTH PILLAR does not warrant or represent that the content of the THE FIFTH PILLAR Website or other promotional material is accurate, up-to-date or complete, nor that it does not infringe the rights of others. THE FIFTH PILLAR is providing the Website, the promotional material and its contents on an “as is” basis. THE FIFTH PILLAR makes no representations or warranties of any kind with respect to the Website, the promotional material, its contents or any of the products or services supplied by THE FIFTH PILLAR. You agree that no supplement, amendment, or modification to the packages described on the website or other promotional material shall be binding unless it is in writing and signed by all parties. You agree that you have not relied upon any oral representation in the selection or purchase of any THE FIFTH PILLAR tour packages, and have relied solely upon your own research and findings and the written promises and agreements contained herein. To the maximum extent permitted by law, THE FIFTH PILLAR disclaims all implied representations and warranties including, without limitation, implied warranties that THE FIFTH PILLAR products and services offered will be of merchantable quality, fit for any purpose or will comply with any descriptions on the THE FIFTH PILLAR Website or promotional material. To the extent permitted by law, you release THE FIFTH PILLAR from all liability, cost, damages, claims and expenses (including direct, indirect, special and consequential loss or damage whether in negligence or otherwise) arising out of the supply or failure to supply or use or non-use of the third-party products or services or any other act or omission of a Service Provider.

THE FIFTH PILLAR does not represent or warrant that the Website, the server that makes it available or any THE FIFTH PILLAR products or services supplied through the Website will be free of errors, viruses or defects. Your access and use of the Website is subject to factors beyond THE FIFTH PILLAR’s control. THE FIFTH PILLAR does not warrant that the Website or the products and services offered via the Website will meet your requirements or that the service will be uninterrupted or timely. THE FIFTH PILLAR will use its best endeavors to make the Website secure and has implemented technology for this purpose. However, because of the nature of the internet, THE FIFTH PILLAR does not warrant that the Website will be secure.

To the maximum extent permitted by law, neither THE FIFTH PILLAR nor any of our officers, employees, shareholders or other representatives will be liable in damages or otherwise in connection with your use of or inability to access the Website or the purchase and use of any products and services supplied via the Website or any breach of any warranties that may be implied by law. This limitation of liability applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property, personal injury and claims

of third parties. In the event that the Website fails to operate or causes you loss or damage, you agree that your sole remedy is the refund of any money that you paid to THE FIFTH PILLAR to use the Website.

If applicable, hotel ratings stated on the THE FIFTH PILLAR Website or promotional material (including, without limitation, photographs, lists of hotel amenities, descriptions of property, etc.) are provided by the respective Service Providers. **These hotel ratings are general guidelines and THE FIFTH PILLAR cannot guarantee their accuracy.** The promotional material is to be used as a general guide and the ratings and hotel information may be amended periodically by the respective Service Providers. Please be advised that during the peak Hajj season the Service Providers accommodate a large number of pilgrims and consequently the quality of service indicated by their respective ratings may suffer. THE FIFTH PILLAR does not guarantee or make any representations as to the quality of services provided by Service Providers.

All Service Providers are independent contractors, not THE FIFTH PILLAR affiliates or agents. THE FIFTH PILLAR is not liable for the actions, omissions, errors, representations, warranties, negligence, breach of contract, personal injuries, death, property damage, delays, or any other damages or expenses resulting from Service Providers. THE FIFTH PILLAR has no liability and will not refund due to delay, cancellation, overbooking, strike, force majeure, terrorism, and any other causes that are beyond THE FIFTH PILLAR's direct control or from any loss or damage resulting from improper passport, visas or other documents.

THE FIFTH PILLAR has no control and is not responsible for any additional expenses, delays, omissions, re-routing, or acts of interference by any government or legal authorities, including but not limited to, government changes in the dates of the Islamic ('Hijri') calendar. You explicitly understand that the Islamic ('Hijri') Calendar may change relative to the Gregorian calendar, which may affect your hotel, flight, and other travel accommodations, and do not hold THE FIFTH PILLAR or any of its representatives liable for any such change(s), or any impact that such change(s) may have upon your pilgrimage or its rituals.

The information, software, products, and services provided by us or our suppliers or published on the Website may include inaccuracies or errors, including pricing errors. We do not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to such information that appears on the Website. We expressly reserve the right to correct any pricing errors on the Website and/or on pending reservations made under an incorrect price. In such event, if available, we will offer you the opportunity to keep your pending reservation at the correct price or we will cancel your reservation without penalty.

THE FIFTH PILLAR is not responsible for any traveler(s) missing any part of their package due to no fault of THE FIFTH PILLAR, including but not limited to, the traveler(s) selecting flights that occur outside the published package and tour dates. In such event(s), the traveler(s) shall be responsible for any additional expenses incurred for the traveler(s) to rejoin the tour. THE FIFTH PILLAR will not make any changes after departure and will not redeem any part of the payment for any services rendered unutilized.

THE FIFTH PILLAR is not responsible for any traveler(s) preference of performing religious rituals according to specific interpretations; all religious rituals shall be performed under the guidance set forth by the Ministry of Hajj and Umrah of the Kingdom of Saudi Arabia.

Shipping and Handling of Documents. THE FIFTH PILLAR will use DHL, FedEx or UPS to return your documents unless you send THE FIFTH PILLAR a pre-paid completed label for the courier of your choice to use for the return of your documents. THE FIFTH PILLAR is not responsible for any delays, loss or damages resulting from the return of your documents by DHL, FedEx, UPS, or any other courier services. THE FIFTH PILLAR strongly recommends that you purchase insurance for all documents sent via courier. If you would like to purchase insurance for all shipping of documents, you must inform THE FIFTH PILLAR at the time you register for your package and you will be billed accordingly.

5. **Safety.** Please be aware that during your participation in packages operated by THE FIFTH PILLAR, certain risks and dangers may arise beyond our control, including but not limited to: the hazards of traveling in undeveloped areas; travel by boat, train, automobile, aircraft, or other means of transportation; forces of nature; political unrest; acts of lawlessness or terrorism; and accident or illness in remote regions without means of rapid evacuation or medical facilities. THE FIFTH PILLAR will not have liability regarding access to or provision of medical care or the adequacy of any care that may be rendered, or for any losses, damage, death, injuries, or claims whatsoever arising from,

or connected with, your THE FIFTH PILLAR package. While THE FIFTH PILLAR will use its best efforts to ensure adequate measures are taken, by agreeing to participate in a package and/or optional excursions, you agree that you will hold THE FIFTH PILLAR harmless regarding any access to or provision of medical care or the adequacy of any care rendered.

6. Fitness and Health. Please be aware that during your participation in packages operated by THE FIFTH PILLAR, certain aspects of the tour package will be physically demanding and require a certain level of physical fitness to be able to fully participate. You agree and warrant that you are physically and mentally fit (including, but not limited to, being able to walk up to three miles in the desert heat, tolerate temperatures of up to and exceeding 130°F, tolerate significant air pollution, utilize facilities that are non-compliant with the American with Disabilities Act of 1990) to travel and participate in the packages operated by THE FIFTH PILLAR, and that it is your responsibility to research all package destination(s), and the included activities, to determine whether you are physically and mentally fit and able enough to participate at the level required by the tour. You further certify that you have no physical, mental, medical and/or emotional condition that would endanger yourself, other THE FIFTH PILLAR customers (sometimes hereinafter referred to as "Guest(s)"), and/or any other individuals. You hold harmless THE FIFTH PILLAR and agree that THE FIFTH PILLAR shall have no liability regarding any portion of the tour that you are unable to participate in due to your health and/or fitness level. THE FIFTH PILLAR reserves the right to refuse service, passage, disembark or confine any Guest whose physical or mental condition, or behavior would be considered, in the sole opinion of THE FIFTH PILLAR, to constitute a risk to your own well-being or that of any other Guest or staff member. If you are denied service, passage, disembarked, or confined pursuant to the terms contained herein, you agree that THE FIFTH PILLAR will not be liable for any refund, other compensation or damages, and that disembarkation will be at your sole expense, and that you will indemnify THE FIFTH PILLAR and that THE FIFTH PILLAR may charge your account for any expenses incurred by THE FIFTH PILLAR in relation to your disembarkation.

7. Insurance. THE FIFTH PILLAR highly recommends that you purchase third party insurance to provide adequate coverage for medical expenses, personal accident, loss of baggage and curtailment or cancellation of trip. If needed, individuals are responsible to finance on-the-spot medical treatment and other contingencies, and then to reclaim this from their own insurance. You will be required to provide documentation to the insurance company to facilitate a claim. Please note that there are exclusions to coverage of insurance. Insurance has to be purchased and paid for in full as soon as the booking is made to become effective.

To the extent permitted by law, you release THE FIFTH PILLAR from all liability, cost, damages, claims and expenses (including direct, indirect, special and consequential loss or damage whether in negligence or otherwise) arising out of any loss of baggage.

8. Reservation/Deposits/Fees. THE FIFTH PILLAR accepts payment by checks only. Your payment is not deemed made until received by THE FIFTH PILLAR.

Your booking is not confirmed until your registration/application is approved by THE FIFTH PILLAR in its sole discretion, the Deposit is received by THE FIFTH PILLAR, and you receive written confirmation of your booking from THE FIFTH PILLAR. Your reservation may be automatically canceled if payments are not received by THE FIFTH PILLAR by the applicable deadlines above. Special conditions may apply to the prices set forth on the Website. To determine such conditions, you must contact THE FIFTH PILLAR or the relevant Service Provider. Please review and verify your booking invoice thoroughly and contact your travel agent or THE FIFTH PILLAR immediately if your invoice appears to be incorrect or incomplete, as it may not be possible to make changes later. Payment of a deposit enables us to hold a reservation for you, but does not guarantee price. All fees imposed by the Kingdom of Saudi Arabia, including Hajj and Umrah fees or related to the ritual animal sacrifice, are separately charged and not included in any package or programs.

Please be advised that THE FIFTH PILLAR reserves the right to reject/refuse any application for any reason at any time prior to departure.

9. Cancellation. Pre-paid packages, high-season packages, and customized packages are non-refundable and cannot be canceled under any circumstances. For all other travel and tour packages, including Hajj, Umrah and Tours, all cancellation requests must be received by THE FIFTH PILLAR in writing. All cancellation requests will be

reviewed in accordance with the specific deadlines and timelines associated with the respective booking and will be issued at the discretion of The Fifth Pillar.

Notwithstanding the foregoing, airfare purchases are nonrefundable and no part of such amounts shall be reimbursed to any traveler canceling a booking.

10. Travelers Who Need Special Assistance. You must report to THE FIFTH PILLAR in writing any disability requiring special attention while traveling at the time a reservation is made. THE FIFTH PILLAR will make reasonable attempts to accommodate the special needs of disabled travelers, but is not responsible in the event it is unable to do so nor is it responsible for any denial of services by Service Providers. THE FIFTH PILLAR regrets that THE FIFTH PILLAR cannot provide individual assistance to a traveler for walking, dining, getting on and off buses and other vehicles, or other personal needs. A qualified and physically able companion must accompany travelers who need such assistance and must assume full responsibility for their well-being. If such a companion is not available for the traveler, THE FIFTH PILLAR may, in its discretion, cancel the reservation and, provided that THE FIFTH PILLAR is informed of any disability requiring special attention at the time the reservation is made, return the full deposit of the traveler. THE FIFTH PILLAR accepts no liability or responsibility for any traveler who needs such assistance but does not have a qualified and physically able companion.

11. Young Travelers. Travelers who are less than 18 years old on the departure date must be accompanied by an adult throughout the duration of the vacation. For any special requirements regarding airline tickets for children, contact your airline directly. If a child will be traveling with an adult other than the parents or with only one parent, it is recommended that a notarized letter be written by the parents or non-traveling parent granting authorization to travel, including the dates of travel. THE FIFTH PILLAR suggests that you also contact the appropriate consulate and airlines because they may have additional requirements or recommendations.

12. Mandatory Negotiation, Mediation and Arbitration of Disputes; Waiver of Jury Trial and Certain Damages. In the event of any controversy or claim arising out of or relating to this Agreement or any other contract between yourself and THE FIFTH PILLAR, or the breach thereof, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of 60 days, then either party may, by written notice to the other party, demand mediation in Broward County, Florida, before a mediator mutually agreed upon by the parties. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this Agreement shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitration will be conducted in the English language in the Broward County, Florida, in accordance with the United States Arbitration Act. There shall be three arbitrators, named in accordance with such rules. Except as may be required by law or to the minimum information necessary for entry of judgment, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all/both parties. **The parties understand and agree that mediation and arbitration shall be the exclusive remedy for any controversy or claim arising out of or relating to this Agreement or any other contract between yourself and THE FIFTH PILLAR or breach thereof.**

The parties further understand that they hereby waive any right to sue in court.

To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to this Agreement within one (1) years from the date on which such claim or action arose or accrued, or such claim or cause of action will be irrevocably waived. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF, OR USE OF THIS WEBSITE OR OUR SERVICES OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE OUR WEBSITE, PRODUCTS, OR SERVICES WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF, DESPITE THE LIMITATION ABOVE, WE ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH ANY OF THE OCCURRENCES DESCRIBED ABOVE, THEN OUR LIABILITY WILL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF (A) THE

SERVICE FEES YOU PAID TO US IN CONNECTION WITH SUCH TRANSACTION(S) ON THIS WEBSITE, AND (B) ONE-HUNDRED DOLLARS (US\$100.00) OR THE EQUIVALENT IN LOCAL CURRENCY. YOU AGREE THAT THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

All parties agree to irrevocably waive their respective rights to a jury trial of any cause of action, claim, counterclaim, or cross-complaint in any action or proceeding and/or hearing brought by either party against the other on any matter whatsoever arising out of these Terms & Conditions or any agreement between you and THE FIFTH PILLAR.

In the event that the arbitration clause contained herein is deemed invalid by a court of law, each party agrees that **any suit, action or proceeding arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in the Broward County, Florida.** Each party waives any objection which it may have now or hereafter to the laying of the venue in the Broward County, Florida of such action or proceeding, and irrevocably submits to the personal jurisdiction of any such court in any such suit, action or proceeding.

13. General. If any of these Terms & Conditions is invalid or unenforceable, only the portions of the provisions deemed invalid or unenforceable will be struck out, and the remaining provisions will remain in force. Accessing or using the Website in any manner, or booking any travel products or services through the Website or through our customer service agents, is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms and Conditions, including, without limitation, this paragraph. Headings are for reference purposes only. Notwithstanding any other provision contained herein, if THE FIFTH PILLAR does not act in relation to a breach by you or others of these Terms & Conditions, this does not waive THE FIFTH PILLAR's right to act with respect to subsequent or similar breaches. No person, other than an authorized representative of THE FIFTH PILLAR by a document in writing, is authorized to vary, add, or waive any term or condition set forth in this Agreement. This Agreement shall be governed by the laws of the State of New York, without regard to the conflicts of laws provisions therein.

14. THE FIFTH PILLAR's Use of Guest's Likeness. You grant THE FIFTH PILLAR and/or its promotional partners the exclusive right to include photographic, video and other visual portrayals of you in any medium of any nature whatsoever for any purpose including without limitation trade, advertising, sales, publicity or otherwise, without compensation to you, and all rights, title and interest therein (including all worldwide copyrights therein) shall be THE FIFTH PILLAR's sole property, free from any claims by you or any person deriving any rights or interest from you. You understand and agree that professional photographers may photograph you, and that those photos may be processed, displayed and sold to others.

15. Links. THE FIFTH PILLAR, at its discretion, may provide links to other web sites or resources or allow third party web sites to link to the Website. Because THE FIFTH PILLAR has no control over such web sites or resources, you expressly understand and agree that THE FIFTH PILLAR is not responsible in any way or form for the contents, products, advertising, materials, services or resources contained on any other web sites and THE FIFTH PILLAR does not endorse or sponsor any third-party web sites. THE FIFTH PILLAR is not responsible or liable, whether directly or indirectly, for any damage, loss or claims by or in connection with your use or reliance on any content, products, advertising, materials, services or resources available on or through such web sites.

16. Indemnification. You agree to indemnify us and our affiliates, including all of our officers, directors, employees and agents from and against any claims, causes of action, demands, losses, damages, or other costs, including any legal and accounting fees, brought by you or third parties as a result of (a) your breach of this Agreement, (b) your violation of any law or rights of any third party, or (c) your use of the Website. In the event you bring an unsuccessful claim against THE FIFTH PILLAR in any court of law, or otherwise, you agree to reimburse THE FIFTH PILLAR for all costs, including, but not limited to, any legal and accounting fees, incurred by THE FIFTH PILLAR.

17. Modification of Terms. THE FIFTH PILLAR reserves the right to change, modify, add, or remove portions of this Agreement at any time in our discretion. You should check these Terms & Conditions periodically for

changes. Your continued use of the Website subsequent to the revisions of these Terms & Conditions (including the THE FIFTH PILLAR Privacy Policy) means you accept those changes.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and THE FIFTH PILLAR and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and THE FIFTH PILLAR. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

BY SIGNING BELOW, CLICKING THE REGISTER BUTTON ON THE WEBSITE, ACCEPTING SERVICES FROM THE FIFTH PILLAR, OR BY NOT CANCELING THE RESERVATION WITH THE FIFTH PILLAR, YOU, THE TRAVELER OR ARRANGER, CONFIRMS THAT YOU HAVE READ AND AGREE TO THE TERMS & CONDITIONS ABOVE. YOU ALSO ACKNOWLEDGE THAT YOU FULLY UNDERSTAND THE PACKAGE WHICH YOU ARE PURCHASING AND ALL TERMS & CONDITIONS THAT APPLY. YOU ALSO ACKNOWLEDGE THAT, IN THE EVENT YOU ARE MAKING A RESERVATION ON BEHALF OF ANOTHER TRAVELER, YOU ARE AUTHORIZED TO BIND THE OTHER TRAVELER TO THESE TERMS & CONDITIONS AND THAT YOU HAVE SO INFORMED THAT TRAVELER OF THESE TERMS & CONDITIONS