



Terms of Use and Privacy Policy Greaves Travel Website

The following Terms of Use (these "Terms") govern the use of the website (the "Site") created by Greaves Travel L.L.C., and its parents, subsidiaries and affiliates (collectively, "Greaves") and each User Account (as defined below) created through the Site, which provides international travel management services to foster success in the travel industry.

By clicking on the "I Accept" button below, you, as a user of the Site, acknowledge and agree as follows: (i) the user is an authorized representative of the company indicated in the User Account (the "Master Account Holder") and its equity-holders; (ii) the user and the Master Account Holder and its equity-holders have read, understand and agree to be bound by and to follow these Terms, and all applicable laws and regulations governing the Site; (iii) the user has the power and authority to bind the Master Account Holder and its equity-holders by these Terms; and (iv) the user and the Master Account Holder and its equity-holders are hereby bound by these Terms. The user and the Master Account Holder and its equity-holders are referred to collectively in these Terms as "You."

These Terms may be revised by Greaves from time to time without notice and effective immediately. Please check this page periodically for updates. The use of the Site and creation of a User Account is expressly conditioned on the acceptance of these Terms. If these Terms are not agreed upon, please click the "I Do Not Accept" button below and do not use the Site. These Terms are effective January, 2010.

Use of the Site

Except as otherwise expressly set forth herein, You agree not to reproduce, copy, duplicate, alter, download, publish, modify, create derivative works, publicly display, sell or otherwise distribute any Content (as defined below) for any purpose other than the business purposes for which You are granted access to the Site. The information, software, text, images, data, illustrations, files, audio and video clips, designs, documents, and other materials and content on the Site (collectively, the "Content") is the property of Greaves or third parties and is protected by U.S. and other countries' copyright laws. These Terms give You a non-exclusive, non-transferrable, limited and revocable license to visit and use the Site for agreed-upon business purposes only so long as You comply with all of these Terms. Any violation of these Terms exceeds the scope of that license and is prohibited. You may only use the Site to make legitimate inquiries or reservations and shall not use the Site to make any speculative, false or fraudulent statement in anticipation of collecting information not generally available to the travel industry. Any system abuses including false bookings, duplicate bookings, name abuses, or blocking of seats will result in exclusion from this site. Nothing in these Terms or on the Site shall be construed as granting You any other rights or privileges of any kind with respect to the Site or any Content. You agree not to disclose any Content to any third party. By using the Site, You agree that You will comply with all of these Terms; and will not violate the rights of Greaves or any other person or entity in connection with the use of the Site.

Commercial Use Is Restricted

The Site may not be used for commercial purposes of any kind, including advertising, soliciting, linking or any other form of solicitation or communication, except to use the international travel management services specifically authorized by Greaves. Without limiting the foregoing, You may not use the Site to link to other websites for the purpose of selling merchandise or information of any kind, and You may not link to the Site without Greaves' prior written consent. Greaves will investigate and take appropriate legal

action against anyone who violates this provision, including but not limited to removing the offending communication from the Site and barring such violators from use of the Site.

Compliance with Laws

The use of the Site may be regulated by federal, state and local laws or regulations. You acknowledge that complying with laws is your responsibility, and YOU AGREE NOT TO HOLD GREAVES LIABLE FOR YOUR FAILURE TO COMPLY WITH ANY LAW OR GREAVES' FAILURE TO NOTIFY YOU OF, OR PROPERLY APPLY, ANY LAW. GREAVES WILL COMPLY WITH REQUESTS BY LAW ENFORCEMENT OFFICIALS AND MAY PROVIDE THEM WITH ALL INFORMATION YOU SUBMIT TO GREAVES TO ASSIST IN ANY INVESTIGATION OR PROSECUTION THEY MAY CONDUCT. You will comply with the terms of applicable state privacy rules and regulations, in connection with the use of the Site.

Reservations; Fares and Ticketing

All fares are: (i) not guaranteed until ticketed; (ii) subject to change without notice; (iii) quoted in United States dollars or Canadian dollars, as applicable based on the gateway selected; (iv) reflected on the Site net of costs and expenses; (v) non-commissionable; and (vi) subject to restrictive terms and conditions imposed by the applicable carrier. You are responsible for advising the passenger of all fare restrictions, terms and conditions and ensuring the passenger is fully aware of the travel documents and visas necessary for any itinerary which You book through the Site. **[In addition to these Terms, the conditions set forth under the section entitled 'Reservations' on the Site apply to all bookings.]** Reservations are subject to space availability in the appropriate class at the time of booking. You are responsible for ensuring that full payment is received by Greaves. Greaves reserves its right to refuse to issue Tickets if full payment has not been received by Greaves. Tickets will be issued in accordance with the rules established by the applicable carrier. The use of the Site for group bookings is not permitted. Tickets issued in association with the fares listed are governed by the rules of the carrier on whom the ticket is issued. Schedules are subject to change without notice. It is the responsibility of passengers to reconfirm flight times as instructed. The carrier assumes no responsibility to the passenger for any loss, delay, or other inconveniences incurred in connection with any flights. Please contact the relevant airline directly for information on baggage allowances, liabilities, passenger rights, and conditions and for any other airline specific terms and conditions of carriage.

User Accounts

In order to access the Site, You will create a user account and login (a "User Account"). You shall not allow another party to use this User Account. You agree that all information which is provided through the Site in connection with creating this User Account or otherwise is current, accurate and complete. You are solely responsible for all activity that occurs with respect to this User Account, including without limitation, the use of this User Account by an authorized or unauthorized third party. You are solely responsible for maintaining the confidentiality of this User Account and keeping the username and password to this User Account secure. You shall notify Greaves immediately of any security breach or unauthorized use of this User Account and shall be liable for any damages resulting therefrom. Greaves will not be liable for any costs, losses, claims or damages incurred by You or any third party which are directly or indirectly caused by any unauthorized use of any User Account. The Master Account Holder shall be liable for all activity that occurs with respect to this User Account, irrespective of whether such activity occurs prior or subsequent to any termination of such User Account by You or Greaves.

Information You Provide and Communication

You may be asked to provide information during various processes that You engage in on the Site. You represent and warrant that all information You provide through the Site, including but not limited to all identifying information of any nature, will be true, complete and correct. You further agree that You will not attempt to conceal your identity by using multiple IP addresses or email addresses to use the Site. All information that You submit to Greaves through the Site shall be deemed and remain the property of Greaves, and Greaves may use, for any purpose, any ideas, concepts, know-how or techniques contained in such information. Greaves has no obligations regarding such information except as

expressly indicated in these Terms or required by law. All communications, including confirmations of reservations and schedule changes, will be sent by email to the email address provided to Greaves. It is the user's responsibility to ensure that the user's email address is current in Greaves' records. Greaves will not be responsible for any other form of communication.

Access and Interference

You agree that You will not use any robot, spider or other automatic device, process or means to (i) access the Site or (ii) circumvent, avoid or defeat any security measures or systems used on the Site. You will not use any manual process to monitor or copy the Content for any unauthorized purpose. You will not use any device, software or routine that interferes with the proper functioning of the Site, nor will You attempt to interfere with the proper functioning of the Site. You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site.

Unauthorized Use of the Site; Violation of these Terms or Law; Equitable Relief

Any illegal or unauthorized use of the Site will constitute a violation of these Terms. Unauthorized uses include but are not limited to using the Site to facilitate illegal sales, unauthorized framing of or linking to the Site or unauthorized use of any robot, spider or other automated process on the Site. Violations of these Terms may be investigated, and appropriate legal action may be taken, including but not limited to civil action, criminal prosecution and injunctive action. You understand and agree that in Greaves' sole discretion, and without prior notice, Greaves may terminate and block access to the Site, or the access of any person acting or believed to be acting in concert with You, or exercise any other remedy available, if Greaves, in its sole discretion, believes that your conduct or the conduct of any person with whom Greaves believes You act in concert violates or is inconsistent with these Terms or the law, or violates the rights of Greaves, a client of Greaves or another user of the Site. If Greaves is unable to verify or authenticate any information You provide during any download, registration, authentication or delivery process, or any other process, You may be prohibited from using the Site.

You agree that monetary damages may not provide a sufficient remedy to Greaves for violations of these Terms, and You consent to injunctive or other equitable relief for such violations without the necessity of proving that monetary damages are inadequate or cannot be measured and without posting any bond or other security.

Greaves reserves the right, in its sole discretion, to modify, suspend or discontinue any part of the Site at any time, with or without notice to You. Greaves also reserves the right, in its sole discretion, to impose limits on certain features and services and to restrict access to any part or all of the Site without notice. Greaves will not be liable to You or any third party for any claim or cause of action arising out of its exercise of the foregoing rights.

Copyright Policy

The Content is the property of Greaves and is protected by copyright and other restrictions. Copyrights and other proprietary rights in the Content may also be owned by parties other than Greaves. You may not copy, modify, distribute or otherwise use any of the Content, except for the business purposes for which You are granted access to the Site. You may not use or frame any Greaves name, trademark or logo, images posted on the Site, any text, the design of any page, any form contained on a page or other proprietary materials without Greaves' prior written consent. Greaves may withdraw any Content from the Site at any time in its sole discretion. You may not use the Site to unlawfully transmit copyrighted material without a license, express consent, valid defense or fair use exemption to do so.

DMCA Notices

For purposes of the Digital Millennium Copyright Act ("DMCA"), Greaves has designated an agent for notices of claimed infringement. If You have any objections governed by the DMCA, please contact the agent listed under "Contact Greaves." You acknowledge that if You fail to comply with all of the requirements of the DMCA guidelines, the DMCA notice may not be valid. You agree to waive, and

hereby do waive, any legal or equitable rights or remedies You have or may have against Greaves with respect to any DMCA notice You send, and You agree to indemnify and hold Greaves and its members, managers, officers, employees, agents, representatives and licensors harmless to the fullest extent permitted by law regarding all matters relating to the sending of a DMCA notice.

Trademarks

The names, titles, trademarks, service marks and logos displayed on the Site (collectively, the "Trademarks") are registered or unregistered common law trademarks of Greaves or third parties. Nothing contained on the Site grants any license or right to use any Trademark without the prior written consent of Greaves or the appropriate third party that owns the Trademark. Any unauthorized use of the Trademarks is prohibited.

Confidential Information, Trade Secrets and Intellectual Property

You recognize that Greaves has and will continue to develop certain trade secrets, know-how, customer and referral lists, price and quote lists, rates, systems, websites, website designs, records, manuals, correspondence, documents, financial information, reports, client and referral information, employee lists and information, information about affiliates, marketing plans or reports, policies, methods, processes, models, data, techniques, procedures, proposals, discoveries, inventions, software and software plans and designs, services, information which relates to patents issued, patents pending, patent applications, trademarks, service marks, copyrights, inventions, research and development efforts, methodologies, testing, marketing, sales, finances, operations, processes, designs, schematics, plans, techniques, devices, procedures, customer lists and information, sales statistics, tactics and projections, marketing strategies and plans, personnel information or data, strategic partner lists, mailing lists, industry contacts, telephone lists, products, data, programs, incentives, ideas, source code, executable code and any other confidential or proprietary information related to the business of Greaves and its clients including, but not limited to, the Travel Agent Booking System known as TABS (collectively, "Confidential Information") and that all Confidential Information is the property of Greaves. You agree that You shall not disclose or use any Confidential Information without the express prior written consent of Greaves. You shall take reasonable steps to safeguard Confidential Information and to protect against its disclosure, misuse, espionage, loss and theft. Any patents, trade secrets, copyrights, improvements, technology, methodology, techniques, data, procedures, or protocols, and any derivative works prepared from any of the foregoing on the Site or developed, produced, invented or designed for use in connection with the Site are owned by and shall remain the sole property of Greaves.

Release and Waiver

By using the Site, You fully waive and release Greaves and its members, managers, directors, officers, partners, employees, agents, representatives and licensors from any and all claims, demands, losses and damages of every kind and nature, whether known or unknown, arising out of or in any way relating to the Site, use of the Site by You and other users, and any dispute or defense You have or claim to have against Greaves or one or more users of the Site.

You acknowledge that You may have or may in the future have claims against Greaves which You do not know or suspect to exist when You agreed to these Terms and which if known, might materially affect your consent to these Terms. You expressly waive all rights You may have under Section 1542 of the California Civil Code, which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in its favor at the time of executing the release, which if known by it must have materially affected its settlement with the debtor."

WARRANTY DISCLAIMERS

THE SITE AND THE CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, NON-INFRINGEMENT AND THAT THE SITE WILL PROVIDE SPECIFIC RESULTS. GREAVES MAKES NO GUARANTEE OF ANY REVENUE, SALES, LISTINGS OR OTHER SPECIFIC RESULT FROM USE OF THE SITE. GREAVES DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR FREE OF ERRORS OR THAT ANY ERRORS OR THAT ANY ERRORS OR DEFECTS WILL BE CORRECTED. GREAVES DOES NOT WARRANT THAT ANY OF THE CONTENT WILL NOT INFRINGE UPON THE RIGHTS OF THIRD PARTIES.

GENERAL DISCLAIMERS

GREAVES ASSUMES NO RESPONSIBILITY AND WILL NOT BE LIABLE FOR (I) ANY ERRORS OR OMISSIONS IN THE CONTENT OR (II) DAMAGE TO OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY BECAUSE OF YOUR USE OF THE SITE.

GREAVES DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY USERS OF THE SITE OR OTHERWISE RELATED TO YOUR USE OF THE SITE. GREAVES IS NOT RESPONSIBLE FOR THE PRODUCTS, SERVICES, ACTIONS OR FAILURE TO ACT OF ANY THIRD PARTY IN CONNECTION WITH THE SITE.

LIMITATION OF LIABILITY

IN NO EVENT WILL GREAVES, ITS PARTNERS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS OR LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, INCURRED BY YOU OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER THE CAUSE OF ACTION ARISES FROM USE OF THE SITE OR ANY ACTION OR FAILURE TO ACT BY GREAVES, EVEN IF GREAVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. IN NO EVENT SHALL GREAVES' LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID BY YOU TO GREAVES SOLELY WITH RESPECT TO THE MATTER GIVING RISE TO SUCH LIABILITY.

Privacy Policy

The following privacy policy explains how Greaves uses and protects the information You share with Greaves.

What Information Greaves Collects

When a user visits the Site, the user provides Greaves with two types of information: personal information that identifies the user (such as name and email address) and non-personal information that does not identify the user personally, but gives Greaves information about the user and the user's computer and activities on the Site. Non-personal information includes but is not limited to the user's IP address, browser type, the date and time of access to the Site and the website that referred the user to the Site. Greaves also collects and stores information from the user's computer using "cookies" and on the user's mobile device using registry settings or similar data. Greaves may also use "web beacons," which track use of the Site, in order to provide the user with more useful information and a more personalized experience for future visits to the Site. If services are ordered through the Site, Greaves or its authorized service providers may collect financial information, such as a credit card number and expiration date and billing address.

How Greaves Protects Information

Greaves protects the information You share through the Site. Greaves takes appropriate security measures to help safeguard this information from unauthorized access and disclosure. Greaves also uses firewalls to help prevent unauthorized access to personal information.

How Greaves Uses Information

Greaves may use information that it collects from and about You in the following ways:

- To process payment for services;
- To deliver requested services;
- To register You in the Site or other programs in which You choose to participate;
- To manage the User Account and provide customer service;
- To perform research and analyze the use of the Site and the Content;
- To communicate by email, regular mail, telephone and/or mobile devices about products or services from Greaves, Greaves' affiliated companies or other third parties that may be of interest to You;
- To enforce these Terms;
- To protect against and identify fraudulent transactions;
- To generally manage Greaves' business; and
- To perform other functions, which Greaves will describe at the time it collects the information.

When information is provided through the Site, the information may be sent to servers located in the United States and other countries around the world.

Sharing Information

Greaves will not share personal information with anyone except as described below or unless Greaves specifically informs You:

- **Authorized Service Providers.** Greaves' authorized service providers are companies that perform certain services on its behalf. These services may include processing credit card payments, providing customer service and marketing assistance, performing business and sales analyses, supporting the Site functionality, and supporting other features that Greaves offers. These service providers may have access to personal information to the extent necessary to perform their functions, but Greaves does not allow them to share or use any personal information for any other purpose.
- **Greaves Affiliates.** Greaves may share information it collects, including personal information, with Greaves-owned or affiliated businesses. All Greaves companies comply with applicable privacy and security laws.
- **Business Partners.** Greaves may share information it collects, including personal information, with third parties offering certain products, services or promotions. When You use the Site, You authorize Greaves to share personal information with such third parties. Greaves shares this information so that these third parties can contact You about certain products, services or promotions You may be interested in.
- **Other Situations.** Greaves also may disclose your information:
 - In response to a subpoena or similar investigative demand, a court order or a request for cooperation from a law enforcement or other government agency; to establish or exercise Greaves' legal rights; to defend against legal claims or as otherwise required by law. In such cases, Greaves may raise or waive any legal objection or right available to it.
 - When Greaves believes disclosure is appropriate in connection with efforts to investigate, prevent or take other action regarding illegal activity, suspected fraud or other

wrongdoing; to protect and defend the rights, property or safety of Greaves, the Site and its users, Greaves' employees or others; to comply with applicable law or cooperate with law enforcement; or to enforce these Terms or other agreements or policies.

- In connection with a substantial corporate transaction, such as the sale of Greaves' business, a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.

Greaves may share aggregated non-personal information with third parties, including but not limited to advisors, advertisers and investors, for general business analysis purposes. Such information may be used to develop and deliver targeted advertising on the Site and websites of third parties.

Anything that is contributed to the Site by users is received and treated by Greaves on a non-confidential and unrestricted basis. If You post any information to the Site, by electronic mail or otherwise, Greaves will treat it as non-confidential and non-proprietary to You. Information that is posted to the Site will not be protected by these Terms and may be publicly displayed and disclosed and otherwise used by Greaves or any third party in any way. By posting information to the Site, You authorize Greaves to use or allow others to distribute, reproduce or otherwise use such information. You assume the risks and liability for posting information on the Site that can be used to identify or contact You.

Greaves is not liable for any lost data resulting from the operation of the Site or the enforcement of these Terms. Greaves urges all users to maintain their own back-up versions of any information they submit to the Site.

Your California Privacy Rights

If You are a California resident, You have the right to request information about how Greaves shares certain categories of personal information with third parties. California law gives You the right to send Greaves a request using the contact information provided under "Contact Greaves" to receive the following information:

- the categories of information Greaves disclosed to third parties for their direct marketing purposes during the preceding calendar year;
- the names and addresses of the third parties that received that information; and
- if the nature of the third party's business cannot be determined from their name, examples of the products or services marketed.

Third Party Websites

Third parties have their own privacy policies that govern their use of your information. There may be links on the Site where You may access other websites that do not operate under these Terms. Third-party websites may independently solicit and collect information from You, including personal information. These third parties will have their own privacy policies describing how they use and disclose your personal information. Those policies will govern the use, handling and disclosure of personal information once You or Greaves has shared it with those third parties. You should carefully review the privacy policies of those third parties' websites.

Independent Contractor

The relationship between You and Greaves is that of an independent contractor. Nothing contained herein shall in any way constitute an association, partnership or joint venture between You and Greaves, or be construed to evidence the intention of You or Greaves to establish any such relationship. You do not have the right, power or authority to make any representation or warranty, or to assume or create any obligation, whether express or implied, on behalf of Greaves, or to bind Greaves in any manner whatsoever.

Severance and Waiver

In the event any provision of these Terms is held by a court to be invalid, unlawful or unenforceable, the validity, legality and enforceability of the remaining provisions contained in these Terms will not in any way be affected or impaired. Greaves' failure to exercise or enforce any right or provision under these Terms will not constitute a waiver of such right or provision by Greaves, and no single or partial exercise by Greaves of any right or remedy precludes other or further exercise thereof or the exercise of any other right or remedy.

Governing Law, Venue and Jurisdiction

THESE TERMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPALS. ANY CASE, CONTROVERSY, SUIT, ACTION, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATED TO THESE TERMS SHALL BE BROUGHT IN A COURT LOCATED IN COOK COUNTY, ILLINOIS, AND YOU HEREBY WAIVE ANY OBJECTION TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS. YOU HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN SAID COUNTY. YOU HEREBY WAIVE ANY RIGHT OR BASIS YOU MAY OTHERWISE HAVE TO TRANSFER OR CHANGE OR OBJECT TO THE VENUE OF ANY LITIGATION ARISING OUT OF, IN CONNECTION WITH OR RELATED TO THESE TERMS IN ACCORDANCE WITH THIS PARAGRAPH.

Attorneys' Fees

In the event that Greaves is the prevailing party (as defined herein) in any action to enforce any provision of these Terms, Greaves shall be entitled to recover from You all costs and expenses reasonably incurred in enforcing these Terms, including with limitation, reasonable attorneys' and paralegals' fees and court costs. The term "prevailing party" means that party whose position is partially or wholly upheld in a final judgment rendered in any litigation.

Entire Agreement

These Terms are hereby entered into by You and Greaves in Chicago, Illinois. You agree that these Terms constitute the entire agreement between You and Greaves with respect to the use of the Site. You agree that these Terms supersede any other agreements between You and Greaves with respect to the use of the Site. You shall not assign or delegate any rights or obligations under these Terms to any third party.

Indemnity

You agree to indemnify and hold Greaves, its managers, members, officers, agents, employees, contractors and principals, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees and costs, due to or arising out of (i) the use of the Site by You; (ii) the breach of these Terms by You, or (iii) the violation by You of any third party right. This indemnification obligation will indefinitely survive these Terms and the termination of the use of the Site.

Contact Greaves

Please contact Greaves by regular mail or email at the following address with any questions about these Terms:

Greaves Travel L.L.C.
221 N. LaSalle Street, Suite 2500
Chicago, Illinois 60601
United States of America
TABS_Legal@greaves.org