Terms And Condition

TERMS OF USE:

AGREEMENT BETWEEN CUSTOMER AND ACROSS THE WORLD TOURS & TRAVEL.

Welcome to the ACROSS THE WORLD TOURS & TRAVEL website (the "Website"). This Website is provided solely to assist customers in gathering travel information, determining the availability of travel—related goods and services, making legitimate reservations or otherwise transacting business with travel suppliers, and for no other purposes. The terms "we", "us", "our", "Across" and "World, Inc." refer to Across The World and its subsidiaries and corporate affiliates, including Travels cape, LLC, (collectively, the "ACROSS THE WORLD TOURS & TRAVEL"). The term "you" refers to the customer visiting the Website and/or booking a reservation through us on this Website, or through our customer service agents.

This Website is offered to you conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below (collectively, the "Terms of Use" or "Agreement"). Please read these Terms of Use carefully, as they contain important information about limitations of liability and resolution of disputes through arbitration rather than in court. You should also read our Privacy Policy, which also governs your use of the Website. By accessing or using this Website, booking any reservations for travel products or services on this Website, or contacting our call center agents, you agree that the Terms of Use then in force shall apply. If you do not agree to the Terms of Use, please do not use or book any reservations through this Website or our call center agents.

USE OF THE WEBSITE

As a condition of your use of this Website, you warrant that:

- 1. you are at least 18 years of age;
- 2. you possess the legal authority to create a binding legal obligation;
- 3. you will use this Website in accordance with these Terms of Use;
- 4. you will only use this Website to make legitimate reservations for you or for another person for whom you are legally authorized to act;
- 5. you will inform such other persons about the Terms of Use that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto;
- 6. all information supplied by you on this Website is true, accurate, current and complete; and
- 7. if you have an ACROSS THE WORLD TOURS & TRAVEL 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 at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms of Use.

The terms "we", "us" and "Company" refers to sales@atwqatar.com, its affiliates and/or their respective suppliers and providers ("ACROSS THE WORLD TOURS & TRAVEL"), and "you" refers to the customer booking a reservation through us directly through this website, or indirectly any of our affiliates whom we provide services. All reservations you book through us are subject to the following terms, conditions and notices as they exist at the time reservation is made (held). We reserve the right to change these terms, conditions and notices and you acknowledge, accept and agree to be bound by the terms, conditions and notices that are in effect at the time of your use of this website and its facilities.

Personal And Non-commercial Use Limitation

This website is for your personal and non-commercial use. The content and information on this website (including, without limitation, price and availability of travel services) etc., as well as the infrastructure used to provide such content and information, is proprietary to Across The World Tours & Travel. Accordingly, as a condition of using this website, you agree not to use this website or its contents or information for any commercial or non-personal purpose (direct or indirect). While you may make limited copies of your travel itinerary (and related documents) for travel or services purchased through this website, you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from this website. In addition, whether or not you have a commercial purpose, you agree not to:

access, monitor or copy any content or information of this website using any robot, spider, scraper or

- other automated means or any manual process for any purpose without express written permission of Across The World Tours & Travel;
- violate the restrictions in any robot exclusion headers on this website or bypass or circumvent other measures employed to prevent or limit access to this website;
- take any action that imposes, or may impose, in the discretion of Across The World Tours & Travel, an unreasonable or disproportionately large load on the infrastructure; or
- deep-link to any portion of this website (including, without limitation, the purchase path for any travel services) for any purpose without express written permission of Across The World Tours & Travel.

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Liability Disclaimer

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Indemnification

You agree to indemnify and hold harmless Across The World Tours & Travel, its affiliates, and/or their respective suppliers and any of their officers, directors, employees and agents from and against any and all claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by:

- you or on your behalf in excess of the liability described above; or
- by third parties as a result of:
 - your breach of using the website for your sole use or the documents referenced herein;
 - your violation of any law or the rights of a third party; or
 - your use of this website.

No Unlawful Or Prohibited Use

As a condition of your use of this website, you warrant that you will not use this website for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

Links To Third-Party Sites

This website may contain hyperlinks to websites operated by parties other than Across The World Tours & Travel. Such hyperlinks are provided for your reference only. Across The World Tours & Travel does not control such websites and is not responsible for their contents or your use of them. Across The World Tours & Travel inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

Terms, Conditions And Warranties

Travel Destinations

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. Across The World Tours & Travel urges passengers to review travel prohibitions, warnings, announcements and advisories issued by the concerned authorities or governments prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at different websites.

Across The World Tours & Travel does not at all times represent or warrant that travel to any destination is advisable or without risk, and is not liable for damages or losses that may result from travel to any such destinations.

Any visa, passport and inoculation requirements are your responsibility and failure to obtain the relevant documentation shall not be the responsibility of Across The World Tours & Travel in whatsoever way. It is incumbent upon you to ensure that you meet the passport, visa, health requirements of the countries you wish to visit and those that you transit (even if it is for a plane change). Many countries require that your passport should be valid for a minimum period of six months from the date of arrival into that country. Neither Across The World Tours & Travel nor any of its affiliates shall accept any responsibility if you should be denied boarding or deported due to non-fulfillment of the above.

Modification Of These Terms And Conditions

Across The World Tours & Travel reserves the right to change the terms, conditions, and notices under which this website is offered and you agree to accept and be bound by those terms, conditions, and notices that are in effect at the time of your use of Across The World Tours & Travel' website and facilities.

General

By using this website, you agree that the internal laws of the State of Qatar, without regard to the principles of conflicts of laws, will govern this agreement and any dispute of any kind that arises between you and Across The World Tours & Travel or its affiliates. You hereby agree that any dispute arising from or relating to the use of this website may, if not amicably resolved, be resolved only through binding arbitration between you and us under the commercial rules of the laws of State of Qatar. This arbitration, which shall be conducted in Qatar before neutral arbitrators, shall not involve other customers, be combined with separate arbitrations involving other customers, or proceed as any type or form of class action in which the claims of similarly-situated customers are pursued together. Use of this website is unauthorized in any jurisdiction that does not give effect to all provisions of this agreement,

including, but not limited, to this paragraph. We reserve the right to comply with law enforcement requests or requirements relating to your use of this website or information provided to or gathered by the Across The World Tours & Travel with respect to your use of this website. If any provision of this agreement is determined to be invalid or unenforceable pursuant to applicable law by any court of competent jurisdiction, the other provisions of this agreement will remain in full force and effect.

Across The World Tours & Travel does not make any warranty that this website is free from infection by viruses or anything else that has contaminating or destructive properties.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Across The World Tours & Travel as a result of this agreement or use of this website.

This agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between the customer and Across The World Tours & Travel with respect to this website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and Across The World Tours & Travel with respect to this website. 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.

Fictitious names of companies, products, people, characters, and/or data mentioned herein are not intended to represent any real individual, company, product, or event. Any rights not expressly granted herein are reserved.

Use of Across The World Tours & Travel Website

The Across The World Tours & Travel website is provided solely to assist customers in determining the availability of travel-related goods and services and to make legitimate reservations or otherwise transact business with suppliers, and for no other purposes. You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to use this website in accordance with all terms and conditions herein. You agree to be financially responsible for all of your use of this website (as well as for use of your account by others, including, without limitation, minors living with you). You agree to supervise all usage of this website by minors under your name or account. You also warrant that all information supplied by you or members of your household in using this website is true and accurate. Without limitation, any speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited. You agree that the travel services reservations facilities of this website shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act. You understand that overuse or abuse of the travel services reservation facilities of this website may result in you being denied access to such facilities.

Separate terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. You agree to abide by the terms or conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. You understand that any violation of any such supplier's conditions of purchase may result in cancellation of your reservation(s) or purchase, in your being denied access to any flights, hotels, or automobiles, in your forfeiting any monies paid for such reservation(s) or purchase, and in Across The

World Tours & Travel debiting your account for any costs Across The World Tours & Travel incurs as a result of such violation. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this website.

Currency Converter

Currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified as accurate, and actual rates may vary. Currency quotes are not updated every day. Check the date on the Currency Converter for the day that currency was last updated. The information supplied by this application is believed to be accurate, but Across The World Tours & Travel does not warrant or guarantee such accuracy. When using this information for any financial purpose, Across The World Tours & Travel advises the customer to consult a qualified professional to verify the accuracy of the currency rates. Across The World Tours & Travel does not authorize the use of this information for any purpose other than personal use and prohibit to the maximum extent allowable the resale, redistribution, and use of this information for commercial purposes.

GENERAL CONDITIONS AND NOTICE

Carriage and other services provided by the carrier are subject to conditions of carriage, which are hereby incorporated by reference. These conditions may be obtained from the issuing carrier.

The itinerary receipt constitutes the "passenger ticket" for the purposes of article 3 of the Warsaw convention, except where the carrier delivers to the passenger another document complying with the requirements of article 3.

If the passenger's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw convention may be applicable and the convention governs and in the most cases limits the liability of carriers for death or personal injury and in respect of loss of or damage to baggage. http://www.iatatravelcentre.com/tickets

Notice of Government and Airport Imposed Taxes, Fees and Charges

The price of this ticket may include taxes, fees and charges, which are imposed on air transportation by Government Authorities and Airports. They may represent a significant portion of the cost of air travel, are either included in the fare or shown separately in the TAX/FEE/CHARGE box (es) of this ticket. You may also be required to pay taxes, fees and charges not already collected.

Refund

Across The World Tours & Travel reserves the right to refund the actual paid value of the ticket to the person who originally paid for the ticket, taking into consideration the Fare restrictions notice shown in this ticket. Service charges are non-refundable in any circumstances. Refund due on tickets paid for with a credit card can only be credited to the credit card account used for the original purchase. The refundable amount to be paid by us will be in accordance with the rules within this article only on the basis of the amount and the currency entered in the ticket. The refundable amount to be credited to the credit card account of the card owner can vary from the originally debited amount by the credit card company for the ticket due to differences in rates of currency conversion. Such variations do not entitle the recipient of the refund to claim against us. Some tickets are NON REFUNDABLE and in such cases NO REFUNDS will be entertained whatsoever, This is clearly stated under the fare rules and the same would apply to such transactions.

Rebooking and Flight Changes

Taking into consideration the Fare restrictions notice shown on the ticket; ACROSS THE WORLD TOURS & TRAVEL will allow the Passenger to rebook a flight only if: (a) the request to rebook is made more than 24 hours before flight departure time; (b) the Passenger pays the rebooking fee; (c) the Passenger pays the penalty and fare difference, if any.

Amendments and Modifications

No Amendments and modifications will be allowed online once tickets or any other services are purchased, amendments and modifications will be subject to the terms and conditions of the suppliers and would attract a amendment / modification charge and in some cases Amendments and Modifications might not be possible.

Schedules, Cancellations and Delays

Flight times shown in the Flight Voucher, in timetables or elsewhere are not guaranteed and may change between the date of reservation and the date of travel. The Airline may change at any time and from time to time the regular schedule of any flight or postpone a flight to any day other than the scheduled day. ACROSS THE WORLD TOURS & TRAVEL will exert reasonable efforts to notify the affected Passengers of any change in or postponement of the flight schedule, but we will not be liable in any way for any loss or damage that may occur as a result of any such change or postponement.

Flight Connections

ACROSS THE WORLD TOURS & TRAVEL is not responsible for any connecting flight of the Passenger or for any misconnection arising from any delay or cancellation of the scheduled flight.

Travel Formalities

Passengers are responsible for obtaining all required travel documents, visas and permits, and for complying with the laws, regulations, orders, demands and travel requirements of countries of origin, destination or transit. Passengers alone are fully liable for, and ACROSS THE WORLD TOURS & TRAVEL disclaims any responsibility for the consequences of the Passengers' failure to obtain any required travel document, visa or permit, or to comply with applicable laws, regulations, and orders and travel requirements. When required, the Passenger is expected to voluntarily submit himself and his Baggage for inspection by customs or other government or airport authorities, and for security checks. ACROSS THE WORLD TOURS & TRAVEL will not be liable to the Passenger for any loss or damage sustained by the Passenger in course of such inspection or checks or through his failure to comply with these requirements.

Change, Cancellation & Refund Policies

• For any amendments Across The World Tours & Travel will levy a service charge of QAR 250 plus the amendment penalties of our supplier / service provider. Amendments are strictly subject to availability and if new requested dates are not available then the customer is obliged to rebook the service on next available date or cancel the booking with the necessary cancellation penalties.

- Services booked online can be cancelled online with necessary penalties mentioned at the time of booking.
- For any cancellations Across The World Tours & Travel will levy a charge of 10 % on the total amount refunded as the refund processing service charge. This charge is in addition to the supplier / service provider's cancellation penalties.
- Refund amount will be transferred back to the same credit card which was used for paying the particular service.
- The refund process would generally take 45 to 60 working days
- There will be no refund on partially utilized bookings
- There will be no refund on bookings which are not cancelled and is a no show
- Bookings made during fairs, special events, festivals, and trade shows are non-refundable
- Any refund claims to be made within 90 days from the service date mentioned on the voucher after which the claims will not be entertained.