

AARDVARK TRAVEL

TERMS AND CONDITIONS

Aardvark Travel and its affiliates (“Aardvark Travel”) provide the Aardvark Travel mobile applications and the Aardvark Travel website (“Apps”) for use by you (“User”) for the purposes of utilizing Aardvark Travel data and proprietary predictive algorithms to search for, and receive notifications about, flights, hotels, and other travel services; booking and payment for such travel services; purchasing Aardvark Travel and/or third-party products; utilizing published Aardvark Travel reports (“Aardvark Travel Research Data”); and other related services (collectively, “Services”). Aardvark Travel provides you access to the Services and the Apps, subject to your acceptance of all of the following Terms and Conditions (“Terms”), which constitute a binding legal agreement between you and Aardvark Travel. By accessing, downloading, copying, and/or using a Aardvark Travel App, and/or the Services, you agree to be bound by these Terms.

PLEASE REVIEW THE “DISPUTE RESOLUTION” OF THESE TERMS (SECTION 13) CAREFULLY, AS IT REQUIRES YOU TO RESOLVE ANY FUTURE DISPUTES WITH Aardvark Travel THROUGH BINDING INDIVIDUAL ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY, AND YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING AGAINST Aardvark Travel.

You should also read Aardvark Travel’s separate PRIVACY NOTICE, which explains how Aardvark Travel handles and uses the data that Aardvark Travel collects when you use the Apps and Services, and which is incorporated by reference in these Terms. By agreeing to these Terms, you also consent to the collection and use of data as set forth in Aardvark Travel’s Privacy Notice.

If you need to contact Aardvark Travel Customer Support, you can reach Aardvark Travel 24 hours a day, 7 days a week by email cs@varktravel.com.

In addition to these Terms, Aardvark Travel offers individual products and services for purchase that may be subject to additional terms and conditions, which will be provided to you both prior to and after purchase. Travel services provided by third-parties are subject to third-party terms. Please review all additional terms carefully prior to any purchase or booking.

Aardvark Travel's website is protected by reCAPTCHA Enterprise, a third-party service provided by Google. Google's Privacy Policy and Terms of Service apply to reCAPTCHA Enterprise. By using the Aardvark Travel website, you consent to the use of this service and Google's terms.

1. Use of the Apps and Services; Restrictions

1.1. Acceptable Use. You may use the Apps and the Aardvark Travel Services only for lawful personal use, and in accordance with these Terms, to search for and make travel bookings and/or related purchases for yourself, or non-commercially on behalf of a person who has authorized you to do so. Aardvark Travel may, in its sole discretion, terminate your right to use the Apps and Services at any time, and may take all available legal recourse for actual or suspected violations of these Terms, including cancellation of bookings made in violation of these Terms. Any delay by Aardvark Travel in taking such actions does not constitute a waiver of Aardvark Travel's rights to enforce these Terms. By making the Apps and Services available for your use, Aardvark Travel does not consent to act as your agent or fiduciary.

1.2. Use Restrictions. The Apps and Services are not intended for use by any person who is, and you are not permitted to use the Apps or Services if you are, under the age of 16 or under the legal age of majority in the jurisdiction in which you reside. Other than information required to complete a booking, Aardvark Travel does not knowingly collect personal identifiable information from minors under the age of 16. If a minor under 16 has provided us with personal information without parental or guardian consent, the parent or guardian may contact us by emailing us at privacy@AardvarkTravel.com, in which case we will remove the information and unsubscribe the minor from any of our electronic marketing lists.

You may not use the Apps or Services if you are identified on any U.S. or Canadian government list of prohibited, sanctioned, or restricted parties, or if you are located in a country that is subject to a U.S. or Canadian government embargo, or that has been designated by the U.S. or Canadian government as a "terrorist supporting" country.

While you may make copies of information related to your booked travel reservations, you may not attempt to access, copy, decompile, disassemble, or reverse-engineer, distribute, sublicense, publish, interrupt, destroy, or interfere with the source code, libraries, databases, algorithms, data, or Aardvark Travel systems or networks that make up the Services or the Apps, or attempt to circumvent any security controls included in the Apps. You may not

attempt to access the Apps or Services using any automated tools, including without limitation the use of bots, spiders, crawlers, scrapers or other similar tools, or other technology not authorized by Aardvark Travel. You may not deep-link to any portion of Apps (including, without limitation, the purchase path for any travel services) or frame, mirror or otherwise incorporate any part of the Apps into any other app or site without Aardvark Travel's prior express written authorization. You may not use the Apps or Services for any purpose that is fraudulent or deceptive. If your right to access the Apps or Services has been previously revoked by Aardvark Travel, all use of the Apps or Services is prohibited.

1.3. Updates. Aardvark Travel may update the Apps and Services from time to time in order to improve the Apps and/or the Services. You agree to install all updates in a timely manner. If you delay or refuse updates to the App, this may compromise or prevent us from delivering the Services.

2. Payment Authorizations

2.1. Aardvark Travel Accounts/Guest Checkout. In order to make purchases using the Apps and Services, from Aardvark Travel and/or from third-party travel service providers (e.g., airlines, hotels, rental car providers, property managers, etc.), you will need to register for a Aardvark Travel account using the telephone number associated with your mobile device, and a Aardvark Travel account will be created automatically using the information you provide (except for Guest Checkout). You may create only one account per individual. You agree: (i) to provide and maintain accurate, current and complete information for your Aardvark Travel account, (ii) to maintain the security of your account by not sharing, disclosing, or making available access credentials to any unauthorized person, and (iii) to notify Aardvark Travel promptly if you discover or otherwise suspect any security breaches relating to your use of the Apps or Services. You agree to be responsible for all activities and purchases that occur using your Aardvark Travel account, and you accept all risks of unauthorized access to your Aardvark Travel account resulting from any act or omission by you in violation of these terms. If you are using Aardvark Travel's website to access the Services, you may be permitted to make purchases without creating or logging into an account, by entering your traveler and one-time payment information at the time of booking ("Guest Checkout"). Information entered in connection with a Guest Checkout will be stored for that booking only, and will not be linked to any prior or future bookings. By accessing Aardvark Travel's website without an account, you may not have access to rates and/or discounts available to logged-in Users.

2.2. Deactivating an Account. If you cease to use the phone number associated with your Aardvark Travel account, you must notify Aardvark Travel immediately by emailing privacy@Aardvark Travel.com in order to deactivate your account and your account data.

2.3. Payment Methods. Aardvark Travel enables you to make purchases from Aardvark Travel, and/or third-party travel service providers, by linking a valid, authorized debit, credit, prepaid credit card or other authorized payment method to your Aardvark Travel account ("Payment Instrument"). You may change the Payment Instrument associated with your Aardvark Travel account or add additional Payment Instruments at any time. By linking a Payment Instrument to your Aardvark Travel account, or entering a payment method in connection with a Guest Checkout, you represent to Aardvark Travel that you are an authorized user of the Payment Instrument. You are responsible for ensuring that the Payment Instrument(s) associated with your Aardvark Travel account is at all times current, non-expired, and valid for payments. Your Aardvark Travel account is not a bank account. Aardvark Travel is not a bank and does not offer banking or "money transmission services," and is not a "money service business," as those terms are defined by the United States Department of Treasury.

2.4. Payment Authorization. You authorize Aardvark Travel, and/or applicable third-party travel service providers, to charge your linked or entered Payment Instrument(s) for the total amount of all purchases or other payment transactions initiated in the Aardvark Travel Apps using your Aardvark Travel account, or by you as a Guest Checkout, as necessary to complete the purchase, payment or other financial transaction requested or agreed to by you, including without limitation all fees and taxes. In some cases, Aardvark Travel may pass your Payment Instrument(s) to a third party travel service provider (such as an airline, rental car service, property manager or hotel) in order to process your authorized payment. By making a booking, you authorize such transfer of your Payment Instrument. In the event you are entitled to a reversal, refund, chargeback, or other adjustment associated with a transaction you made using your Payment Instrument, you also authorize a credit to your Payment Instrument(s) by Aardvark Travel as necessary to execute that transaction. Some payments utilizing Klarna may be subject to Klarna's terms and conditions and privacy notice.

2.5. Failed Transactions. In the event that a charge to any Payment Instrument fails, you agree to link a new, valid Payment Instrument within three (3) business days of notification

by Aardvark Travel. Your Aardvark Travel account will be disabled, and all purchased Aardvark Travel products and third party travel services may be cancelled, until a valid Payment Instrument is provided and the outstanding uncharged balance is resolved. You further authorize Aardvark Travel to attempt to re-submit any failed charge to any Payment Instrument(s) associated with your account at subsequent times until successful. Aardvark Travel is not responsible for any charges imposed by the issuer of your Payment Instrument as a result of any failed charge or re-charge by Aardvark Travel. To the extent that Aardvark Travel is unable to successfully charge any Payment Instrument linked to your Aardvark Travel account as payment for authorized transactions for more than thirty (30) days, you understand and agree that Aardvark Travel may employ a collection agency or other business in an effort to collect any outstanding debts and fees associated with your Aardvark Travel account, and you will not contest the use of a third party to collect the debt and fees owed to Aardvark Travel. You agree that you will be responsible for any legal, court, arbitration or collection agency fees associated with rectifying your Aardvark Travel account and all monies owed thereunder. You agree that Aardvark Travel, or any agency or business employed by Aardvark Travel, has the right to contact you and your heirs via telephone, email or (if not prohibited by law) in-person using the information you provided upon registration or during any contact with Aardvark Travel, or any other publicly available or attainable information, in an effort to collect any monies and fees owed to Aardvark Travel, whether specifically referenced in these Terms or not, and such contact may be made in a manual or automated fashion.

2.6. Test Authorizations. At the time of linking any Payment Instrument to your Aardvark Travel Account, you consent to Aardvark Travel temporarily authorizing a charge on that Payment Instrument, typically for \$1.00 or less, as part of our verification process. You will not be required to pay this charge, and it will disappear from your Payment Instrument statement within a few days.

2.7. Unauthorized Transactions; Lost Devices. If any transaction receipt received by you appears incorrect, or was unauthorized or fraudulent, you shall notify Aardvark Travel immediately, by contacting Aardvark Travel Support (“Support”) from the “Trips” page within the Apps or the Aardvark Travel Help Center. In the event that you lose any mobile device on which an App linked to your Aardvark Travel account is installed (“Lost Device”), you shall notify Aardvark Travel immediately by contacting Aardvark Travel at privacy@AardvarkTravel.com. You should always secure any device on which a Aardvark Travel App is installed.

2.8. Currency Conversions. Some prices and/or fees provided in the Apps or Services for purchases may be displayed to you in a default, or your preferred or selected, currency, although the charge made to your Payment Instrument by a third-party service provider will be in a local currency. In these cases, the amount charged to your Payment Instrument for the purchase may vary slightly from the amount displayed, due to fluctuations in currency exchange rates beyond Aardvark Travel's control. Your Payment Instrument provider or issuer may also include a fee to process the transaction or convert currency, plus any applicable taxes for international purchases.

3. Consent to Electronic Communications, Disclosures and Notices; Paper Copies.

3.1. By accepting these Terms, you agree that Aardvark Travel will provide the Terms, its Privacy Policy, and all other applicable terms, and any amendments made by Aardvark Travel thereto, as well as all disclosures, notices, transaction receipts, transaction authorizations, and all transaction statements or other information required by law ("Disclosures"), electronically by publishing in the Apps, through in-App messaging, and/or to the email address you provide. Your electronic acceptance or receipt of the Disclosures, and/or your continued use of the Apps and Services after publication of the Disclosures by Aardvark Travel, has the same effect as if you received them in paper, or signed them in ink. Except as otherwise required by applicable law, Disclosures are considered received and accepted by you within 24 hours of the time posted to our website or Apps, or emailed or messaged to you, whether or not you choose to read them. In order to access and retain the electronic Disclosures you will need, and represent that you have, the following: (i) a computer or mobile device with an internet connection; (ii) a valid email address that can receive emails from @Aardvark Travel.com and (iii) sufficient storage space to save past Disclosures and/or an installed printer to print them. You have a right to receive Disclosures in paper form. If you wish to receive a paper copy of any Disclosure, or any transaction receipt, you may request a copy of the Disclosure or receipt within 180 days of the date of the Disclosure or receipt. Aardvark Travel will provide paper copies free of charge. Requests to receive any paper copy, or to withdraw your consent to future electronic Disclosures, may be made by mailing a written request to Aardvark Travel (USA), Inc., Attn: Legal Department, 265 Franklin Street, Suite 1702, Boston, MA 02110. Requests to cancel your consent to future electronic Disclosures will be completed in a reasonable time. Aardvark Travel reserves the right to terminate your Aardvark Travel account if you withdraw consent to future electronic Disclosures. You may update the information required to contact you electronically using a Aardvark Travel App.

3.2. Consent to Communications and Contact. By registering a Aardvark Travel account and/or making any purchase or booking using the Services, you consent to be contacted by Aardvark Travel, and/or by the third-party provider of the travel services booked, electronically, including via email, phone, SMS, in-app messaging, or other available digital messaging service, for any purpose related to your use of the Apps or Services, and/or any bookings or other purchases made by you via the Apps or Services.

3.3. Your computer and/or mobile device must be connected to the internet in order to access the Apps and Services and to make and receive communications to/from Aardvark Travel, including to contact Aardvark Travel's customer service team within the Apps. You are responsible for making all arrangements necessary for your device to have internet connectivity and are responsible for all third-party charges related to such access and/or the transmission and receipt of data.

3.4. When you make a booking with Aardvark Travel, you agree that communications to Aardvark Travel's Customer Support team related to your booking may be made either within the Aardvark Travel App used to make the booking, via in-App messaging and/or chat functionality, or other channels, such as phone, SMS, or email, that may be initiated by Aardvark Travel or you.

4. Aardvark Travel Predictions and Sort Order

4.1. Aardvark Travel's price prediction Services and notifications provide a powerful tool to assist you in finding the best time to book travel and save money. Aardvark Travel works hard to ensure the accuracy of its predictions based on past data and current trends. However, forecasting price movements in a highly competitive, unpredictable global market has inherent limitations, and no prediction tool can be 100% accurate. Accordingly, while Aardvark Travel believes strongly in the accuracy of its predictions, Aardvark Travel does not guarantee their accuracy, and shall not be liable for any reliance upon them, except as expressly set forth in the terms of any Aardvark Travel product purchased by you, such as a Aardvark Travel Price Freeze or Price Drop Protection option.

4.2. When you search for flights, hotels or homes, or car bookings in the Aardvark Travel Apps, Aardvark Travel provides you a number of options for displaying, filtering, and sorting the results.

4.2.1. Aardvark Travel's default flight search results provide you first with an identification of the flights identified by Aardvark Travel's algorithms as "Recommended," including for example as "Best Flight," "Best Quality," "Cheapest" or "Fastest." Aardvark Travel uses a number of factors to identify a "Recommended" flight, and Aardvark Travel's recommendation algorithms are not impacted by any fees paid to Aardvark Travel.

4.2.2. Aardvark Travel offers different options to display your search hotel results. You can use the "sort by" setting to order your search results based on price, user rating and percentage of savings, or other specific criteria as may be available to you from time to time. If no specific sort order option is selected, Aardvark Travel's default hotel search results provide you with a listing of the properties identified by Aardvark Travel as "Recommended" for you based on a number of factors including price, location, amenities, the popularity of the property, the quality of the content provided by the property and the competitiveness of the property's rates and availability. In addition, when determining the relative order of properties with similar offers in your search results listings, Aardvark Travel's recommendation algorithms may be impacted by the compensation received by Aardvark Travel in connection with the reservation, and/or in connection with any hotel marketing programs and/or marketing relationships with certain properties. As we continue to improve our services to provide you with the best service, we may change our search results criteria and may test different default sort order algorithms from time to time.

4.2.3. Aardvark Travel's default vacation rentals search results provide you with an identification of the hotels or rentals identified by Aardvark Travel as "Recommended" for you based on a number of factors including price, location, and amenities. Aardvark Travel's recommendation algorithms are not impacted by any fees paid to Aardvark Travel.

4.2.4. Aardvark Travel's default cars search result sort order is based solely on price.

5. Third-Party Travel Services

5.1. The Aardvark Travel Apps and Services provide access to travel information, such as flight, hotel, vacation rentals, or car pricing and availability, features and amenities, and terms and conditions, provided and maintained by third-parties. These third-party providers are independent contractors and not agents of Aardvark Travel. Your contract for these travel services is with the third-party provider, and not with Aardvark Travel. While Aardvark Travel works hard to ensure correctness, Aardvark Travel cannot verify, and is not responsible for, the accuracy of information provided by third parties regarding their

respective services. Aardvark Travel also is not liable for the acts, errors, delays, omissions, representations, warranties, breaches, bankruptcy, or negligence of any such third-party providers or for any personal injuries, death, property damage, or other damages or expenses resulting from third-party provided services. Aardvark Travel is not responsible to make any refund in the event of any delay, failure, breach, cancellation, overbooking, strike, force majeure or other causes beyond Aardvark Travel's direct control. By offering third-party travel services for booking via the Aardvark Travel Apps and Services, Aardvark Travel does not endorse, or make any representation or warranty about, the quality of any service provider. In addition, unless otherwise expressly set forth, Aardvark Travel does not purport to be affiliated with, or to be endorsed by any third-party service providers.

5.2. The purchase of third-party travel products and services through the Apps or Services, and entitlement to cancellation or refunds for such services, will be governed by and subject to additional terms and conditions from such providers, and subject to laws and regulations imposed by government entities, and you agree to abide by all such terms, laws, and regulations. Where possible, Aardvark Travel will make these terms available to you. However, additional applicable terms may be provided on the third-party provider's website. Please read these additional provider terms and conditions carefully prior to purchase from any third-party service provider using the Aardvark Travel Apps and Services, and ensure that you understand the full terms applicable to your airfare, hotel, vacation rental, trip insurance, car rental, or other third-party service. If you make bookings on behalf of another person(s) with their authorization, you agree that you will inform such other person(s) about these Terms and any third-party terms, rules and restrictions that apply to the bookings made on their behalf. You understand and agree that any violation of third party terms of service may result in a cancellation of your bookings, denial of service, and forfeit of any amounts paid. Aardvark Travel is not responsible for any damages resulting from your violation of third party terms.

5.3. Air Bookings: Air travel bookings are only guaranteed once the purchase has been completed and the tickets have been issued, as confirmed to you by Aardvark Travel by email and/or through in-App messaging following your purchase. In some cases, it may take up to 46 hours for your confirmed Aardvark Travel booking to be reflected in the carrier's ticketing system. Until such time, you may not be able to view information about your reservation on the carrier's website.

5.3.1. Multi-Ticket Travel. Aardvark Travel may offer you the opportunity to book air travel by combining multiple one-way tickets, on one or more airlines, instead of a single one-way or roundtrip ticket. Combining one-way tickets in this manner may provide a greater choice of flights, at lower cost. However, each one-way ticket in your journey will be subject to its own airline rules, restrictions and fees. For such travel, if one of your flights is impacted by a flight irregularity (e.g., an airline-initiated cancelation, delay or schedule change) and such irregularity may cause you to miss your departure for another flight on which you are separately ticketed, the airline for that other flight is under no obligation to re-accommodate you, and you remain responsible for any charges due to changes (if permitted) to the routing, travel dates or times, or carriers, for the portion of your journey covered by such separate ticket(s). Some tickets may not be eligible for passenger-initiated changes under applicable fare rules, and “no-showing” for a flight may result in the ticket being canceled and losing all remaining value.

5.3.2. International Air Travel. You are solely responsible for ensuring that you meet all of the entry requirements imposed by governmental authorities at your destination(s), including countries you may just be transiting through, including health and passport/visa requirements, and that your travel documents, such as passports and visas (transit, business, tourist, and otherwise), are in order. Aardvark Travel does not provide advice regarding entry requirements for any destination. You must consult the appropriate embassy or consulate for such information. Requirements may change and you should check for up-to-date information before booking and departure. Aardvark Travel is not responsible if you are refused entry onto a flight or into any country due to your failure to satisfy any entry requirements. BY OFFERING RESERVATIONS FOR TRAVEL PRODUCTS IN PARTICULAR DESTINATIONS, Aardvark Travel DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH AREAS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

5.3.3. Advice to International Passengers on Limitations of Liability. PASSENGERS EMBARKING UPON A JOURNEY INVOLVING AN ULTIMATE DESTINATION OR A STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE ARE ADVISED THAT THE PROVISIONS OF AN INTERNATIONAL TREATY (THE WARSAW CONVENTION, THE 1999 MONTREAL CONVENTION, OR OTHER TREATY), AS WELL AS A CARRIER'S OWN CONTRACT OF CARRIAGE OR TARIFF PROVISIONS, MAY BE APPLICABLE TO THEIR ENTIRE JOURNEY, INCLUDING ANY PORTION ENTIRELY WITHIN THE

COUNTRIES OF DEPARTURE AND DESTINATION. THE APPLICABLE TREATY GOVERNS AND MAY LIMIT THE LIABILITY OF CARRIERS TO PASSENGERS FOR DEATH OR PERSONAL INJURY, DESTRUCTION OR LOSS OF, OR DAMAGE TO, BAGGAGE, AND FOR DELAY OF PASSENGERS AND BAGGAGE.

ADDITIONAL PROTECTION CAN USUALLY BE OBTAINED BY PURCHASING INSURANCE FROM A PRIVATE COMPANY. SUCH INSURANCE IS NOT AFFECTED BY ANY LIMITATION OF THE CARRIER'S LIABILITY UNDER AN INTERNATIONAL TREATY. FOR FURTHER INFORMATION PLEASE CONSULT YOUR AIRLINE OR INSURANCE COMPANY REPRESENTATIVE.

5.3.4. Notice of Contract Terms Incorporated by Reference. Your contract of carriage with the carrier that provides you with carriage by air, whether international, domestic or a domestic portion of an international journey is subject to this notice; to any notice or receipt of the carrier; and to the carrier's individual terms and conditions (Conditions), related rules, regulations and policies (Regulations) and any applicable tariffs. If your carriage is by more than one carrier, different Conditions, Regulations and any applicable tariffs may apply for each carrier. The Conditions, Regulations and any applicable tariffs of each carrier are, by this notice, incorporated by reference into and made part of your contract of carriage. The Conditions may include, but are not restricted to: (a) Conditions and limits on the carrier's liability for the bodily injury or death of passengers; (b) Conditions and limits on the carrier's liability for the loss of, damage to or delay of goods and baggage, including fragile or perishable goods; (c) rules for declaring a higher value for baggage and for paying any supplementary fee that may apply; (d) application of the carrier's Conditions and limits of liability to the acts of the carrier's agents, servants and representatives, including any person providing either equipment or services to the carrier; (e) claims restrictions, including time limits by which passengers must file claims or bring actions against the carrier; (f) rules about reconfirmations or reservations; check in times; the use, duration and validity of air transportation services; and the carrier's right to refuse carriage; (g) rights of the carrier and limits on the carrier's liability for delay or failure to perform a service, including schedule changes, substitution of alternative carriers or aircraft and re-routing, and, when required by applicable law, the obligation of the carrier to notify passengers of the identity of the operating carrier or substituted aircraft; and (h) rights of the carrier to refuse carriage to passengers who fail to comply with applicable laws or who fail to present all necessary travel documents.

You can obtain additional information on items (a) through (h) above and about your contract of carriage (including how to request a copy thereof) at places where transportation on the carrier is sold. Many carriers also have this information on their websites. When required by applicable law, you have the right to inspect the full text of your contract of carriage at the carrier's airport and sales offices, and upon request, to receive a copy by mail or other delivery service from each carrier free of charge. If a carrier sells air transportation services or checks baggage specifying carriage on another carrier, it does so only as agent for the other carrier.

5.3.5. Itinerary Changes/Cancelations. Itinerary changes or cancelations you request (i.e., voluntary refunds), if permitted under the airline fare rules applicable to your ticket, may be subject to airline-imposed fees in addition to any fare differential at re-ticketing. Such fees vary by airline. Your airline may permit a portion of the fare paid for an unused nonrefundable ticket to be applied toward the purchase of future travel. For many airlines, tickets not changed or canceled prior to departure have no remaining value.

5.3.6. Tax Refunds. In case of a no-show or cancellation of an air booking, you may be entitled to a refund of government taxes and fees included in the price of the ticket purchased. Where you are eligible for a refund, you can request such a refund from Aardvark Travel customer service, who will submit your request to the airline on your behalf.

5.3.7. EU Traveler Rights. If you are traveling into or out of the European Union, or on an EU-based airline, you may have rights in the event that your flight is cancelled, delayed or you are denied boarding. Please consult Regulation (EC) 261/2004 for more information.

5.3.8. Hazardous Materials. Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage, spare lithium batteries and certain smoking materials carried on your person. Certain items are required to be carried with you onboard the aircraft. Spare lithium batteries and cigarette lighters must be removed from checked or gate-checked baggage and carried onboard the aircraft.

5.3.9. Airline Prohibited Practices. The circumvention of an air carrier's rules, including practices such as back-to-back ticketing (booking two or more tickets with overlapping travel dates in order to circumvent minimum stay requirements) and hidden-city, point beyond or throwaway ticketing (booking tickets that include segments you do not intend to use in order to circumvent an air carrier's pricing structure), is prohibited by many air carriers. You agree that you will not use the Apps or Services to engage in these or similar activities if prohibited by an airline. CARRIERS RESERVE THE RIGHT TO REFUSE CARRIAGE TO ANY PERSON WHO HAS ACQUIRED A TICKET IN VIOLATION OF APPLICABLE LAW OR THE CARRIER'S TARIFFS, RULES OR REGULATIONS.

5.3.10. Required Information. The Transportation Security Administration (TSA), part of the U.S. Department of Homeland Security, requires Aardvark Travel to collect information from you for purposes of watch list screening, pursuant to 49 U.S.C. Sec. 114, and the Intelligence Reform and Terrorism Prevention Act of 2004. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more information, please see www.varktravel.com.

5.3.11. Data Transfer. GOVERNMENTS MAY REQUIRE YOUR AIRLINE TO PROVIDE INFORMATION ON OR PERMIT ACCESS TO PASSENGER DATA, INCLUDING INFORMATION WE MAY BE REQUIRED TO COLLECT FROM YOU DURING THE RESERVATION PROCESS.

5.3.12. U.S. Notice – Overbooking of Flights. Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for a payment of the airline's choosing. If there are not enough volunteers the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions persons denied boarding involuntarily are entitled to compensation. The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations. Some airlines do not apply these consumer protections to travel from some foreign countries although other consumer protections may be available. Check with the airline or your travel agent.

5.3.13. Baggage. Excess valuation may be declared on certain types of articles. Carriers may apply special rules for fragile, valuable, or perishable articles. Check with your carrier.

Checked Baggage: Carriers may permit a free checked baggage allowance, which is set by the carrier and may differ by class, and/or route. Carriers may apply extra charges for checked baggage in excess of their permitted allowance. Check with your carrier. Cabin (Unchecked) Baggage: Carriers may permit a free cabin baggage allowance, which is set by the carrier and may differ by class, route, and/or aircraft type. It is recommended that cabin baggage be kept to a minimum. Check with your carrier. If more than one carrier is providing the transportation for your journey, each carrier may apply different rules on baggage (both checked and cabin). SPECIAL BAGGAGE LIABILITY LIMITATIONS FOR U.S. TRAVEL: For domestic travel wholly between U.S. points, federal rules require any limit on a carrier's baggage liability to be at least US \$3,800 per passenger, or the amount currently mandated by 14 CFR § 254.5.

5.3.14. Check-In Times. The time shown on the itinerary/receipt is the departure time of the aircraft. Flight departure time is not the same as the time you must check-in or the time you must be available for boarding. Your carrier may refuse you carriage if you are late. Check-in times, as advised by your carrier, are the latest times at which passengers can be accepted for travel; boarding times, as advised by your carrier, are the latest times at which passengers must present themselves for boarding. Flights cannot be held for late-arriving passengers, and Aardvark Travel accepts no responsibility in such cases.

5.3.15. Aircraft Disinsection. Some countries may require aircraft cabin insecticide treatment for in-bound foreign flights. A list of such countries is available at <https://www.transportation.gov/airconsumer/spray>.

5.3.16. Sequence of Travel. Airlines require passengers to travel as per the itinerary shown on their ticket, from the place of departure via any agreed connecting points to their final destination, and vice versa. If all the segments are not used in sequence, the ticket as a whole will lose its validity in most circumstances.

5.3.17. Aardvark Travel may receive commissions or other financial incentives from air carriers in connection with your air booking via the Services that Aardvark Travel provides. In some cases, this incentive may be realized by Aardvark Travel as a markup included within the price that you pay to Aardvark Travel for such booking, and that price may differ from the price reflected on your carrier ticket or itinerary.

5.3.18. Flights sold in the United Kingdom by Aardvark Travel are sold as agent of the carrier named on your ticket, and are not protected under the Air Travel Organisers' Licensing scheme.

5.4. Hotel Bookings. Hotel bookings are only guaranteed once the purchase has been completed and a confirmation has been issued to you by Aardvark Travel by email and/or through in-app messaging following your purchase.

5.4.1. Paid Bookings. In some cases, Aardvark Travel, directly and/or in partnership with other entities, has pre-negotiated certain room rates with hotel suppliers to facilitate your booking of hotels. In connection with these Services, Aardvark Travel sometimes charges a fee, which is combined with and included in the rate that you see displayed in the Apps, and which may vary depending on the booking. This displayed rate may also include applicable taxes and third party service fees. When you make a prepaid hotel booking, you authorize Aardvark Travel to charge the full displayed amount and to facilitate the reservation(s) on your behalf at the time of booking ("Paid Booking"), including making payment arrangements with hotel suppliers and third parties. Your payment to Aardvark Travel at time of booking shall satisfy your payment obligations to the hotel provider for such Paid Booking.

5.4.2. Cancellations. You may cancel or change your Paid Booking, but you will be charged the cancellation or change fee indicated in the rules and restrictions for the hotel booking. If you do not cancel or change your Paid Booking before the cancellation policy period applicable to the hotel you reserved, which varies by hotel (usually 24 to 72 hours) prior to your date of arrival, you will be subject to a charge equal to applicable nightly rates, tax recovery charges and service fees. In the event you do not show for the first night of the Paid Booking and plan to check-in for subsequent nights in such booking, you must confirm the changes with us no later than the date of the first night of the booking to prevent cancellation of your Paid Booking. You agree to pay any cancellation or change fees that you incur. In limited cases, some hotels do not permit changes to or cancellations of Paid Bookings after they are made, as indicated in the rules and restrictions for the hotel. You agree to abide by the Terms of Use imposed with respect to your Paid Booking.

5.4.3. Incidental and Other Charges by Hotel. Some hotel suppliers may require you to present a credit card or cash deposit upon check-in to cover additional expenses incurred during your stay. Such deposit is unrelated to any payment received by Aardvark Travel for your hotel booking. You are responsible for payment of all additional expenses during your

stay, including for example, resort fees, energy surcharges, newspaper delivery fees, in-room safe fees, tourism fees, or housekeeping fees, parking charges, minibar charges, phone calls, room service and movie rentals, etc.

5.4.4. Ratings. Hotel ratings displayed in the Apps are intended only as general guidelines, and Aardvark Travel does not guarantee or endorse any hotel, or the accuracy of any ratings.

5.4.5. Taxes. In connection with facilitating your hotel booking transaction, Aardvark Travel may charge your method of payment for taxes and fees. This charge includes an anticipated amount to recover the amount Aardvark Travel pays to the hotel in connection with your reservation for taxes owed by the hotel including, without limitation, sales and use tax, occupancy tax, room tax, excise tax, value added tax and/or other similar taxes. In certain locations, the tax amount may also include government imposed service fees or other fees not paid directly to the taxing authorities but required by law to be collected by the hotel. Aardvark Travel is not the vendor collecting and remitting taxes to the applicable taxing authorities. The amount paid to the hotel in connection with your reservation for taxes may vary from the amount Aardvark Travel anticipates and includes in the charge to you. The balance of the charge for Taxes and Fees is a fee Aardvark Travel retains as part of the compensation for the Services.

5.5. Vacation Rental Bookings. Vacation Rental bookings are only guaranteed once the purchase has been completed and a confirmation has been issued to you by Aardvark Travel by email and/or through in-app messaging following your purchase.

5.5.1. Paid Bookings for Homes. Aardvark Travel, directly and/or in partnership with other entities, has pre-negotiated certain rates with suppliers or property managers or their third party representatives (“Homes Providers”) to book home reservations and/or vacation rentals (“Homes”). In connection with these Services, Aardvark Travel sometimes charges a fee, which is combined with and included in the rate that you see displayed in the Apps, and which may vary depending on the booking. This displayed rate may also include applicable taxes and third party service fees. When you make a Paid Booking for Homes, you authorize Aardvark Travel to charge the full displayed amount on behalf of the Homes Provider for the booking of the Home(s), which may be charged to your payment instrument in a single transaction or multiple transactions as disclosed at the time of booking. Aardvark Travel will facilitate communication regarding your reservation(s) with Home Providers. Aardvark

Travel and its payment processor act as the agent of the Providers in receiving payment for advance Homes bookings, and receipt of your payment by Aardvark Travel or its payment processor shall satisfy your payment obligations to the Home Provider for such booking (except in the case of a chargeback or other payment reversal).

5.5.2. Cancellations. You may cancel or change your Paid Booking for Homes, but you will be charged the cancellation or change fee on behalf of your Home Provider indicated in the rules and restrictions for the applicable reservation. If you do not cancel or change your reservation before the cancellation policy period applicable to the property you reserved, which varies by Home Provider, prior to your date of arrival, you may be subject to a charge on behalf of your Home Provider equal to applicable nightly rates, tax recovery charges and service fees. In the event you do not show for the first night of the reservation and plan to check-in for subsequent nights in your reservation, you must confirm the reservation changes either with us or the Homes Provider, as applicable, and such changes must be pursuant to the rules and restrictions applicable to your reservation. You agree to pay any cancellation or change fees that you incur. In limited cases, some Homes Providers do not permit changes to or cancellations of reservations after they are made, as indicated in the rules and restrictions for the reservation. You agree to abide by the applicable terms of use imposed with respect to your Paid Booking for Homes.

5.5.3. Incidental and Other Charges by Property Managers or Suppliers. Some Homes Providers may require you to pre-authorize a deposit to be charged to your credit card, or require a cash deposit upon check-in to cover additional expenses incurred during your stay. Such deposit is separate and unrelated to any payment received by Aardvark Travel on behalf of your Home Provider for your Home rental booking. You are responsible for payment of all additional expenses during your stay, including for example, housekeeping fees, resort fees, etc.

5.5.4. Rules and Restrictions; Property Damage. Each Home has specific restrictions and requirements set forth by the Homes Provider. You are responsible for complying with all terms of the Homes booking including, without limitation, the cancellation policy and any other rules, standards, policies, or requirements identified in the listing, during the checkout process, or otherwise communicated to you by Aardvark Travel or the Homes Provider prior to your stay. This may include restrictions on age, guests, pets, etc. Further, you acknowledge that if a valid claim is made, you may be liable for any damage you, your guests, or pets (if applicable) have caused to the Home during your booking.

5.5.5. Ratings. Home ratings displayed in the Apps are intended as only general guidelines, and Aardvark Travel does not guarantee or endorse any Home, property manager, or the accuracy of any ratings.

5.5.6. Taxes and Fees. In connection with facilitating your Home booking transaction, Aardvark Travel may charge your method of payment for taxes and fees. This charge includes an anticipated amount to recover the amount Aardvark Travel provides to the Homes Provider in connection with your reservation for taxes owed by the Homes Provider, or which Aardvark Travel remits to taxing authority on behalf of a Homes Provider, including, without limitation, sales and use tax, occupancy tax, room tax, excise tax, value added tax and/or other similar taxes. In certain locations, the tax amount may also include government imposed service fees or other fees not paid directly to the taxing authorities but required by law to be collected by the Homes Provider, or by Aardvark Travel on behalf of the Homes Provider. Aardvark Travel may not always be the entity collecting and remitting taxes to the applicable taxing authorities. The amount paid to the Homes Provider in connection with your reservation for taxes may vary from the amount Aardvark Travel anticipates and includes in the charge to you. The balance of the charge for Taxes and Fees is a fee Aardvark Travel retains as part of the compensation for the Services.

5.5.7. Third-Party Terms of Service. In order to secure your Aardvark Travel Home reservation, we may be required to provide your information to third-party Home supply aggregators and/or technology or connectivity providers, such as Booking.com, in order to facilitate the reservation. In the event that Aardvark Travel fulfills any reservation by you through Booking.com, you hereby consent to Booking.com's trip terms and conditions, which can be located [here](#) and their privacy policy which can be located [here](#). You acknowledge that Booking.com is a third-party provider and that Aardvark Travel is not responsible for any information or content provided for in Booking.com's trip terms and conditions or privacy policy.

5.5.8. Electronic Communications. In connection with your Aardvark Travel Home booking, we may share information and communicate with third-party Homes Providers, including property managers, in order to enable such service providers to fulfill a reservation. As a result, third-party service providers, including property managers, may contact you directly to facilitate your booking. You hereby consent to receive such electronic communications from third party service providers in connection with your Aardvark Travel Home reservation. Aardvark Travel is not responsible for the content of such third-party communications

including, but not limited to, marketing or promotional materials sent directly to you from a third party service provider, including property managers. You further acknowledge that we may contact third party service providers in order to satisfy your reservation and subsequently contact you via electronic communications to complete your booking.

5.6. Third-Party Sites. The Apps and Services may contain links to third-party websites that are not operated by Aardvark Travel. These links are provided for reference only. Aardvark Travel is not responsible for the contents or the privacy or other practices of such sites. You should review the terms applicable to any third-party site that you choose to access.

6. Intellectual Property

6.1. The App(s) and Services downloaded or accessed by you pursuant to these Terms, including without limitation all of the text, images, sound, marks, logos, compilations (meaning the collection, arrangement and assembly of information) and other content contained therein, and all software, source or object code, systems, data, and algorithms embodied in or supporting the Apps or Services, or otherwise used by Aardvark Travel to deliver the Apps or Services, and all intellectual property rights therein including without limitation patent, copyright, trademark rights (collectively, the “Aardvark Travel Property”), is the sole and exclusive property of Aardvark Travel and/or of third parties provided under license to, or used with permission by, Aardvark Travel, and is protected under United States, Canada, and international laws. Aardvark Travel reserves all rights in the Aardvark Travel Property, including without limitation copyright, trademark, patent, and trade secret rights, and no rights in such Aardvark Travel Property are granted except as expressly provided herein. You are hereby granted a limited, personal, non-exclusive, non-transferrable, non-sublicensable, and revocable right to access, download, and use the Aardvark Travel Apps and the Services solely for the purposes expressly authorized by these Terms, provided that you comply with these Terms.

6.2. Third-Party Property. The Aardvark Travel Apps and Services feature the trademarks, service marks, images, logos, and data of third parties, including those of Aardvark Travel’s third-party travel service partners (“Third-Party Property”). Each third-party owner retains all rights in such Third-Party Property. Any use of such Third-Party Property provided or displayed in any App, inures solely to the benefit of their respective owners. Aardvark Travel’s use of such Third-Party Property does not imply any affiliation or relationship

between Aardvark Travel and the third party nor any endorsement of Aardvark Travel or the Apps or Services by such third party.

6.3. Use of Research Data. Your use of the research data found at media.AardvarkTravel.com/research or that we make available by other means or at other physical or electronic locations, including without limitation any data, databases, reports, whitepapers, analysis, or compilations produced and/or distributed by Aardvark Travel ("Research Data") is governed additionally by the terms of this Section. Aardvark Travel grants to you a non-exclusive, limited, non-transferrable, non-sublicensable, and revocable right to use, reproduce, display, and redistribute Research Data subject to your compliance with the following terms. You must cite Aardvark Travel as the source of any Research Data in any publication which you produce that includes, quotes, or relies on Research Data in any way. If your publication is in electronic format, you must link to AardvarkTravel.com and any existing back-links. Apart from crediting Aardvark Travel as the Source of the Research Data, you must not use any Aardvark Travel trademarks or any confusingly similar variants. You must not claim or imply that any Aardvark Travel entity endorses your use of the Research Data or the conclusions or derivative works which you might create. You acknowledge that the Research Data is being provided on a "AS IS" basis. Aardvark Travel does not warrant that data and publications will be error-free or complete, and cannot assume responsibility for your use of or reliance upon the Research Data. You acknowledge our right to alter, delete, or withdraw Research Data at any time without prior notice. You acknowledge that we maintain all right, title, and interest, including ownership, to all Research Data.

6.4 Feedback. You have no obligation to provide Aardvark Travel with ideas, suggestions, recommendations, enhancement requests, testimonials, endorsements, product reviews or information regarding your experience using Aardvark Travel's Apps or Services ("Feedback"). However, if you submit Feedback to or about Aardvark Travel, either directly or indirectly via a third-party review site or a survey initiated by Aardvark Travel, then you grant to Aardvark Travel a non-revocable, non-exclusive, worldwide, royalty-free license that is sub-licensable and transferable, to make, use, reproduce, publicly display, distribute, sell, modify or publicly perform the Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise.

7. Aardvark Travel Proprietary Products.

The Aardvark Travel Apps and Services offer a number of proprietary products for sale, including Aardvark Travel Price Freeze™ (for Air, Hotels or Cars), Cancel for any Reason (for Air or Hotels), Leave for any Reason, Refundable Fares, Extend Your Void Window, Price Drop, Flight Change Guarantee, Flight Disruption Guarantee, Refundable Room Service, and other similar products (“Products”), which aim to increase the flexibility of purchased travel items. The purchase of each Product is subject to specified terms and conditions that will be made available to you prior to purchasing. These Products are NOT regulated financial products such as insurance, and the specified terms and conditions are not offers to insure or an insurance contract, and do not take the place of insurance obtained or obtainable by you. The only insurance available for purchase on the Aardvark Travel Apps and Services is the third-party Trip Insurance offered by Cover Genius and US Fire discussed herein at Section 5.6.

8. Disclaimer of Warranties.

8.1. The Aardvark Travel Apps and Services, including without limitation Aardvark Travel’s price predictions and recommendations, are provided on a “AS IS” and “AS AVAILABLE” basis. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, Aardvark Travel DISCLAIMS, WITH RESPECT TO THE APPS, THE SERVICES, AND ALL CONTENT THEREIN, ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Aardvark Travel does not warrant that the Apps or Services will operate error-free or without downtime. Aardvark Travel may pause or interrupt the Apps or Services at any time, and users should expect periodic downtime for updates. Aardvark Travel does not warrant or make any representations regarding the use or the results of the Apps or Services in terms of their correctness, accuracy, reliability, timeliness, completeness, currentness, or otherwise, including, without limitation, the safety, quality, and/or timing of any travel service purchased from third-parties via the Services. Aardvark Travel shall not be liable for delay, damage, or failure in performance resulting from causes beyond Aardvark Travel’s reasonable control, including, without limitation, delays and other problems inherent in the use of the internet and electronic communications, force majeure, or the actions or omissions of third-parties. All content in the Apps and Services is provided for informational purposes only. Reliance on any information provided through the Apps or Services is solely at your own risk, including, without limitation, third-party travel services information, and Aardvark Travel predictions and recommendations. While unanticipated, errors and bugs may occur in the Apps and

Services from time to time that may impact your booking. This may result in incorrect pricing or other offers. Aardvark Travel reserves the right to correct any pricing errors in the Apps or Services and/or pending reservations made under an incorrect price, and it is in Aardvark Travel's sole discretion to honor any incorrect pricing error.

8.2. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OR ALL OF THESE ABOVE EXCLUSIONS MAY NOT FULLY APPLY TO YOU.

9.1. Limitations of Liability

9.1. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL Aardvark Travel BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OR DAMAGES WHATSOEVER (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, REPUTATION, USE, OR OTHER ECONOMIC ADVANTAGE), EVEN IF Aardvark Travel HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF A WARRANTY, CONTRACT, NEGLIGENCE, TORT, OR OTHER ACTION THAT IN ANY MANNER ARISES OUT OF OR IN CONNECTION WITH THE USE OF, INABILITY TO USE, OR PERFORMANCE OF THE APPS OR SERVICES. Aardvark Travel ASSUMES NO RESPONSIBILITY OR LIABILITY IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH ANY INFORMATION, CONTENT, PRODUCTS, AIR TRAVEL, LODGING, OR OTHER TRAVEL SERVICE OR MATERIAL AVAILABLE ON OR THROUGH THE APPS OR SERVICES, OR VIA ANY THIRD PARTY WEBSITE PAGES OR ADDITIONAL WEBSITES LINKED TO THE APPS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT WHERE PROHIBITED BY LAW IN NO EVENT SHALL Aardvark Travel'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN WARRANTY, CONTRACT, OR TORT EXCEED (A) THE AMOUNT PAID BY YOU TO Aardvark Travel OR A THIRD-PARTY TRAVEL SERVICE PROVIDER VIA THE SERVICES, IF ANY, OR (B) \$1,000 (WHICHEVER IS GREATER). IN NO EVENT SHALL Aardvark Travel BE LIABLE FOR ANY FAILURE TO COMPLY WITH THESE TERMS, OR FAILURE TO PROVIDE THE APPS OR SERVICES, TO THE EXTENT THAT SUCH FAILURE ARISES FROM FACTORS OUTSIDE Aardvark Travel'S REASONABLE CONTROL.

9.2. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

9.3. YOU AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS SECTION ARE MATERIAL, BARGAINED-FOR BASES OF THESE TERMS, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY HEREUNDER AND IN THE DECISION BY EACH PARTY TO CONTRACT WITH THE OTHER. YOU AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF SERVICE ARE FAIR AND REASONABLE. EXCEPT AS MAY BE OTHERWISE PROVIDED FOR IN THIS SECTION, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE Aardvark Travel APPS AND SERVICES.

9.4. IMPORTANT NOTE TO NEW JERSEY CONSUMERS: IF YOU ARE A CONSUMER RESIDING IN NEW JERSEY, THE FOLLOWING PROVISIONS OF THESE TERMS OF USE DO NOT APPLY TO YOU (AND DO NOT LIMIT ANY RIGHTS THAT YOU MAY HAVE) TO THE EXTENT THAT THEY ARE UNENFORCEABLE UNDER NEW JERSEY LAW: (A) THE DISCLAIMER OF LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (FOR EXAMPLE, TO THE EXTENT UNENFORCEABLE UNDER THE NEW JERSEY PUNITIVE DAMAGES ACT, NEW JERSEY PRODUCTS LIABILITY ACT, NEW JERSEY UNIFORM COMMERCIAL CODE, AND NEW JERSEY CONSUMER FRAUD ACT); (B) THE LIMITATION ON LIABILITY FOR LOST PROFITS OR LOSS OR MISUSE OF ANY DATA (FOR EXAMPLE, TO THE EXTENT UNENFORCEABLE UNDER THE NEW JERSEY IDENTITY THEFT PROTECTION ACT AND NEW JERSEY CONSUMER FRAUD ACT); (C) APPLICATION OF THE LIMITATIONS OF LIABILITY TO THE RECOVERY OF DAMAGES THAT ARISE UNDER CONTRACT AND TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY (FOR EXAMPLE, TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE BY A CONSUMER UNDER NEW JERSEY LAW, INCLUDING, WITHOUT LIMITATION, THE NEW JERSEY PRODUCTS LIABILITY ACT); AND (D) THE MASSACHUSETTS GOVERNING LAW PROVISION (FOR EXAMPLE, TO THE EXTENT THAT YOUR RIGHTS AS A CONSUMER RESIDING IN NEW JERSEY ARE REQUIRED TO BE GOVERNED BY NEW JERSEY LAW).

9.5. With respect to any unauthorized, fraudulent transaction conducted using your Aardvark Travel account, absent any violation of these Terms by you, your right to reimbursement for any direct losses (i.e., losses not refunded by your Payment Instrument issuing entity) as set forth herein shall be your sole and exclusive right and remedy for any loss or damages incurred by you arising out of, in connection with, or relating to any fraudulent or unauthorized use of your Aardvark Travel account, and Aardvark Travel may condition its payment of any fraud or unauthorized use reimbursement upon your releasing Aardvark Travel from any further claims with respect thereto.

9.6. An action or proceeding relating to any claim arising out of the Apps or Services must commence pursuant to Section 11.1 within the shorter of the applicable statute of limitations or one year after the cause of action has accrued, or it shall be waived.

10. INDEMNIFICATION

If you use the Apps or Services for commercial purposes and/or to make travel bookings on behalf of any third person or party, you agree to indemnify and hold harmless Aardvark Travel and its officers, directors, employees, agents, and affiliated companies against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including reasonable legal and accounting fees, caused by, arising out of, or related to your use of the Apps or Services, breach of these Terms, or the use of any products or services purchased via the Apps or Services.

11. DISPUTE RESOLUTION; ARBITRATION; WAIVER OF RIGHTS

11.1. ARBITRATION AND CLASS ACTION WAIVER. You agree that all claims, disputes, or disagreements that may arise out of the interpretation of or performance under these Terms, any payments to Aardvark Travel, or otherwise related in any way to your use of the Apps or Services and/or the content therein, shall be submitted exclusively to binding arbitration, except that each party retains: (i) the right to bring an individual action in small claims court for disputes and actions within the scope of such court's jurisdiction; and (ii) the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. Arbitration means that an arbitrator and not a judge or jury will decide the claim. Rights to prehearing exchange of information and appeals may also be limited in arbitration. YOU ACKNOWLEDGE AND AGREE THAT YOU AND Aardvark Travel ARE EACH WAIVING THE RIGHT TO A TRIAL

BY JURY. You further acknowledge and agree that you waive your right to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Aardvark Travel otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this class action waiver is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

12. ADDITIONAL TERMS

These Terms constitute the entire agreement of the parties as to its subject matter, and supersede all prior written and oral representations and discussions between the parties. The Terms shall be governed by the laws of the Commonwealth of Massachusetts without reference to principles of conflicts of laws, except as otherwise provided above in Section 11. No delay or omission by Aardvark Travel in exercising any of its rights occurring upon any noncompliance or default by you with respect to these Terms will impair any such right or be construed to be a waiver thereof, and a waiver by Aardvark Travel of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement hereof contained. You may not assign any of your rights arising under these Terms without Aardvark Travel's written consent. Except as provided in Section 11 above (Dispute Resolution), if any provision of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, then these Terms will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. The provisions of these Terms are entered into for the benefit of Aardvark Travel and you and there shall be no third-party beneficiaries to these Terms. In the event of a conflict between these Terms and any other Aardvark Travel agreement, terms, or policy provided to you, directly or indirectly, these Terms shall prevail.

13. Language

You and Aardvark Travel have agreed that these Terms and all related documents be drawn up in the English language.

14. Updates and Changes.

Aardvark Travel may make changes or updates to these Terms at any time, at its discretion. Aardvark Travel will provide notice of such changes by publishing an amended version of these Terms within the Apps, and changes shall be effective upon publication. It is your responsibility to monitor the Apps regularly for changes to these Terms. You agree that if you do not agree to any such change, you shall immediately stop using the Apps and Services. Your failure to do so, or continued use of any App or Service, shall constitute agreement to these Terms as so amended, except as provided for under Section 11.