

Terms & Conditions

Effective as of April 20, 2016

Please read these terms and conditions of use carefully before accessing, using or obtaining any materials, information, products or services. By accessing, the WAYBLAZER website, related sub-domains, mobile or tablet application, or any other feature or other WAYBLAZER platform (collectively "Our Website") you agree to be bound by these terms and conditions ("Terms") and our Privacy Policy. If you do not accept all of these Terms, then you may not use Our Website. In these Terms, "we", "us", "our" or "WAYBLAZER" refers to WAYBLAZER, Inc., and "you" or "your" refers to you as the user of Our Website.

THESE TERMS INCLUDE AN ARBITRATION CLAUSE AND A WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE LAWSUIT.

We may modify these Terms, for any reason at any time, by posting a new version on Our Website; these changes do not affect rights and obligations that arose prior to such changes. Your continued use of Our Website following the posting of modified Terms will be subject to the Terms in effect at the time of your use. Please review these Terms periodically for changes. If you object to any provision of these Terms or any subsequent modifications to these Terms or become dissatisfied with Our Website in any way, your only recourse is to immediately terminate use of Our Website.

1. We do not sell Travel Products

Our Website is a travel search engine. WAYBLAZER does not provide, own or control any of the travel services and products that you can access through Our Website, such as flights, accommodations, rental cars, packages, or travel insurance (the "Travel Products"). The Travel Products are owned, controlled or made available by third parties (the "Travel Providers") either directly (e.g. airline) or as an agent (e.g. online travel agency). The Travel Providers are responsible for the Travel Products. The Travel Provider's terms and privacy policies apply to your booking so you must agree to, and understand those terms. Further, the terms of the actual travel provider (airline, hotel, tour operator, etc.) apply to your travel, so you must also agree to and understand those terms. Your interaction with any Travel Provider accessed through Our Website is at your own risk and WAYBLAZER does not have any responsibility should anything go wrong with your booking or during your travel.

The display on Our Website of a Travel Product or Travel Provider does not in any way imply, suggest, or constitute a recommendation by WAYBLAZER of that Travel Product or Travel Provider, or any sponsorship or approval of WAYBLAZER by such Travel Provider, or any affiliation between such Travel Provider and WAYBLAZER.

WAYBLAZER hosts content, including prices, made available by or obtained from Travel Providers. WAYBLAZER is in no way responsible for the accuracy, timeliness or completeness of such content. Since WAYBLAZER has no control over the Travel Products and does not verify the content uploaded by the Travel Providers, it is not possible for us to guarantee the prices displayed on Our Website. Prices change constantly and additional charges (e.g. payment fees, services charges, checked-in luggage fees, local taxes and fees) may apply, so you should always check whether the price asked for a booking is the one you expected. Some Travel Products may also be sold in another currency than the one preset or chosen by you for the display of the search results. Our currency conversion is for information purposes only and should not be relied upon as accurate and real time; actual rates may vary and your payment provider (e.g. your credit card company) may charge conversion fees and apply another date's currency rate.

2. Booking through WAYBLAZER

If you make a booking through Our Website for Travel Products, that booking is made with the Travel Provider named on the booking page and Our Website only acts as a user interface. Accordingly,

WAYBLAZER has no responsibility for the booking or the Travel Product because WAYBLAZER has no involvement in creating the description of the Travel Product, in defining the price and any fees, and in providing the Travel Products that you book. If you have any issues or disputes around your booking and/or the Travel Product, you agree to address and resolve these with the Travel Provider and not with us.

3. Intellectual Property

We, along with our corporate affiliates, the Travel Providers and other licensors own all of the text, images, software, trademarks, service marks or other material contained on Our Website. You will not copy or transmit any of the material except for your personal, non-commercial use. All copyright, trademark and other proprietary rights notices presented on Our Website must appear on all copies you print. Other non-WAYBLAZER product, service, or company designations on Our Website belong to those respective third parties and may be mentioned in Our Website for identification purposes only. You should contact the appropriate third party for more complete information regarding such designations and their registration status. Your use of and access to Our Website does not grant you any license or right to use any of the marks included on Our Website.

4. Use of Our Website

You may only use and register to become a user of Our Website if you are of sufficient legal age and can enter into binding contracts. If you become a registered user, you are responsible for maintaining the secrecy of your passwords, login and account information. You will be responsible for all use of Our Website by you, anyone using your password and login information (with or without your permission) and anyone whom you allow to access your travel itineraries. All information that you provide to us must be accurate and up-to-date. If any of your information changes, you must immediately update it. If you have reason to believe that your account is no longer secure (e.g., loss, theft or unauthorized disclosure or use of your information or computer or mobile device used to access Our Website), you must promptly change your Personal information that is affected.

If you decide to receive messages or other communications from Our Website directly to your mobile device, you are solely responsible for keeping us updated with your current phone number, respectively updating to the latest version of the mobile app, and for any charges incurred to receive such messages. We will not be liable for information sent to a device that is associated with your outdated mobile phone number or using an outdated mobile app. If you install any software or enable any service that stores information from Our Website on any mobile device or computer, it is your responsibility, prior to transfer or disposal of such device, to remove your information or otherwise disable access to such software or service, in order to prevent unauthorized access to your information or account.

You may only use Our Website to search for legitimate travel deals and you may not use Our Website to make any false, fraudulent or speculative reservation or any reservation in anticipation of demand. By using Our Website you agree to comply with laws that apply to the United States and your own country, including laws that apply to exporting technical data.

In addition, you agree not to do any of the following without prior express written permission of WAYBLAZER:

- (i) access the site with any manual or automated process for any purpose other than your personal use or for inclusion of WAYBLAZER pages in a search index. Use of any automated system or software to extract data from Our Website (“screen scraping”), for commercial or non-commercial purposes, is prohibited;
- (ii) violate the restrictions in any robot exclusion headers on Our Website or bypass or circumvent other measures employed to prevent or limit access to Our Website;
- (iii) use any device, software or routine that interferes or attempts to interfere with the normal operation of Our Website or take any action that imposes an unreasonable load on our computer or network equipment;

- (iv) reproduce, duplicate, copy, sell, trade, resell or exploit Our Website;
 - (v) use any feature of Our Website for any purpose that is unlawful, harmful, or otherwise objectionable or inappropriate as determined by us;
 - (vi) post or distribute any material on Our Website that violates the rights of any third party or applicable law;
 - (vii) use Our Website to collect or store personal data about others;
 - (viii) use Our Website for any commercial purpose unless we've given you written permission;
 - (ix) transmit any ad or promo materials on Our Website; or
- We may, at our sole discretion, at any time and without advance notice or liability, suspend, terminate or restrict your access to all or any component of Our Website. Further, you can always delete your account [here](#).

5. Warranty disclaimer

Our Website, all content and services provided on Our Website are provided on an "as is" and "as available" basis. Our content is largely generated in an automated fashion; errors can and do happen. We usually have many search results, but we are not comprehensive and do not display all available providers and offers. Accordingly, we do not always display the lowest available price. WAYBLAZER expressly disclaims to the fullest extent permissible all warranties of any kind, whether express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and security and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance

6. Our liability is limited

We (together with our officers, directors, employees, representatives, shareholders, affiliates, and providers) to the extent permitted by law hereby expressly exclude any responsibility and liability for (a) any loss or damages to, or viruses that may infect, your computer equipment or other property as the result of your access to Our Website, your downloading of any content from Our Website or (b) any injury, death, loss, claim, act of god, accident, delay, or any direct, special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including without limitation lost profits or lost savings), whether based in contract, tort, strict liability or otherwise, that arise out of or is in any way connected with: (i) any use of Our Website or our content; (ii) any failure or delay (including without limitation the use of or inability to use any component of this Website for reservations or booking); or (iii) the performance or non performance by us or any Travel Provider, even if we have been advised of the possibility of damages to such parties or any other party. Some states or countries do not allow this limitation of liability, so the limitations above may not apply or apply only partially to you.

7. You Agree to Protect Us

Subject to these Terms, you will defend, indemnify and hold us and each of our officers, directors, employees and agents, harmless from and against any claim, cause of action, liability, expense, loss or demand, including without limitation reasonable legal and accounting fees, arising out of, or in any way connected with your breach of these Terms or the agreements made part of these Terms by reference, your breach of any applicable law, and your use of or access to Our Website or the Intellectual Property.

8. Arbitration and Waiver

You agree that by accepting the Terms, you and Company are each waiving the right to trial by jury and the ability to participate in a class action. ANY AND ALL DISPUTES COMPANY OR YOU HAS RELATING IN ANY WAY TO THE SERVICES OR YOUR RELATIONSHIP WITH THE COMPANY (INCLUDING WITHOUT LIMITATION WITH RESPECT TO DATA, YOUR INTERACTION WITH THE COMPANY, COMPANY'S ADVERTISEMENTS AND DISCLOSURES, EMAIL AND MOBILE SMS (TEXT) MESSAGES COMPANY SENDS TO YOU, OR THE USE OR DISCLOSURE OF ANY INFORMATION ABOUT YOU), THESE TERMS OF USE, AND PRIVACY POLCY (COLLECTIVELY, "CLAIMS") WILL BE SUBMITTED TO CONFIDENTIAL ARBITRATION IN THE FEDERAL JUDICIAL DISTRICT IN WHICH YOU RESIDE, EXCEPT TO THE EXTENT THAT YOU HAVE, IN ANY WAY, VIOLATED OR THREATENED TO

VIOLATE ANY COMPANY INTELLECTUAL PROPERTY RIGHT. CLAIMS INCLUDE CLAIMS BASED ON CONTRACT, TORT (INCLUDING INTENTIONAL TORT), FRAUD, AGENCY, YOUR OR THE COMPANY'S NEGLIGENCE, STATUTORY OR REGULATORY PROVISIONS, OR ANY OTHER SOURCE OF LAW.

If You intend to seek arbitration You must first send to the Company, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Company must also be sent to legal@WayBlazer.com. The Notice shall describe the nature and basis of the claim or disputes and the specific relief sought. If you and we cannot reach an agreement to resolve the claim within sixty (60) days after the Notice is received, you or we may commence arbitration. All arbitrations required by these Terms will be conducted under the Commercial Arbitration rules of the American Arbitration Association. The arbitrator's award is binding and may be entered in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration brought under, or with respect to, Claims is to be joined to an arbitration involving any other party subject to these Terms whether through class arbitration proceedings or otherwise. Unless Company and You agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, private attorney general or class proceeding.

For arbitration claims you assert against Company in accordance with this section (but not for any arbitration claim against you) Company will pay all of your administrative, hearing, and arbitrator's fees and costs for the arbitration (but not the fees, expenses, and costs of your lawyers, experts, or witnesses) in excess of any filing fee you would have been required to pay to file the claim as a lawsuit in a state or federal court (whichever is greater) in the judicial district in which you reside. Unless unlawful, Company will pay its, and you will pay your, lawyers', experts', and witness fees, expenses, and costs with respect to all claims. The arbitrator may award money or equitable relief in favor of only the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Similarly, an arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless requested to do so by all parties.

TO THE EXTENT PERMITTED BY LAW, YOU WILL NOT AGREE TO ACT AS A REPRESENTATIVE OR A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT AGAINST COMPANY IN ANY COURT, OR IN ARBITRATION, WITH RESPECT TO ANY CLAIMS. THIS SECTION (CONFIDENTIAL ARBITRATION) WILL SURVIVE THE TERMINATION OF THE RELATIONSHIP BETWEEN YOU AND COMPANY. ANY AND ALL DISPUTES COMPANY OR YOU HAS RELATING IN ANY WAY TO THE SERVICES OR YOUR RELATIONSHIP WITH THE COMPANY

9. Links

Our Website may contain links to other websites that we do not operate or control and for which we are not responsible ("Other Websites"). We provide these links for your reference and convenience and do not endorse the contents of Other Websites and accept no responsibility for them or for any loss or damages that may arise from your use of them. You should refer to the separate terms of use, privacy policies, and other rules posted on Other Websites before you use them. You agree not to create a link from any website, including any website controlled by you, to Our Website.

10. General Requirements

We may change the site and these Terms at any time, in our sole discretion and without notice to You. You are responsible for remaining knowledgeable about these Terms. Your continued use of the site constitutes your acceptance of any changes to these Terms and any changes will supersede all previous versions of the Terms. Unless otherwise specified herein, all changes to these Terms apply to all users, including those enrolled before the date the changes take effect. Further, we may terminate this agreement with you under these Terms at any time by notifying you in writing (including by email) and/or,

if you are a registered user, by cancelling your account and your access to your account.

Nothing contained in these Terms will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint ventures or partners for any purpose. You may not assign, delegate or transfer your rights or obligations under these Terms. We may assign our rights and duties under these Terms without such assignment being considered a change to the Terms and without notice to you, provided your rights under these Terms are not prejudiced. One or more patents may apply to this site and to the features and services accessible via the site.

If we fail to act with respect to your breach or anyone else's breach on any occasion, we are not waiving our right to act with respect to future or similar breaches. If a court finds any of these Terms to be unenforceable or invalid, that Term will be enforced to the fullest extent permitted by applicable law and the other Terms will remain valid and enforceable. These Terms, together with those agreements made a part of these Terms by reference, make up the entire agreement between us relating to your use of Our Website, and replace any prior understandings or agreements (whether oral or written) regarding your use of Our Website.

This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Texas, without reference to its choice of law rules. The provisions of the U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Travis County, Texas, in connection with any action arising out of or in connection with this Agreement. If you take any legal action relating to your use of Our Website, or these Terms, or our services, you agree to file such action only in the state and federal courts located in Austin, Texas (USA); if you are a consumer, the law may allow you to bring proceedings also in the courts for the place where you are domiciled. In any such action or any action we may initiate, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to costs, both taxable and non-taxable, and reasonable attorney fees. To the extent permitted by law, you agree that any disputes, claims and causes of action arising out of or connected with Our Website and/or these Terms, will be resolved individually, without resort to any form of class action.

11. Your Feedback

We encourage you to share your comments and questions with at legal@WayBlazer.com, but we may not be able to respond to all of them. Please note that we assume no responsibility for reviewing unsolicited ideas for our business (like product or advertising ideas) and will not incur any liability as a result of any similarities between those ideas and materials that may appear in future WAYBLAZER products or services. Also, please remember that you are responsible for whatever material you submit, including its reliability, originality, and copyright. Please do not reveal trade secrets or other confidential information in your messages. Any and all rights to materials submitted to us become the exclusive property of WAYBLAZER. Further, by submitting Feedback you are granting us an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to freely sublicense) to use, copy, modify, publicly perform, publicly display, reformat, translate, syndicate, republish, excerpt (in whole or in part) and distribute Feedback we receive from you for any purpose, including business, commercial, marketing, advertising, or otherwise.

Our Website is operated by:
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