

Terms & Conditions - Excerpt

PLEASE READ CAREFULLY

The purchase of any travel services offered by **DAR EL SALAM TRAVEL HOUSTON, DAR EL SALAM LOS ANGELES (DST), and DST SERVICES INC.** under the umbrella of **DAR EL SALAM IMPORT-EXPORT-TRAVEL, INC.** doing business as **DAR EL SALAM TRAVEL** (hereinafter “DST”) constitutes a contractual agreement between you and any person included under this reservation (hereinafter collectively referred to as “you,” “your,” “arranger,” “participant,” or “traveler(s)”) and DST, and represents your acceptance of DST terms & conditions set out in full on the website (the “Terms & Conditions” or “Terms of Use” on the “DST Website”). **By signing below, you acknowledge that you have carefully read, understand, and agree to the Terms & Conditions prior to booking including, but not limited to, the specific provisions below.** The Terms & Conditions are subject to change at any time. You are bound by such revisions and should therefore request the latest version of the Terms & Conditions from an authorized DST representative before booking. If you do not agree to these Terms & Conditions, please cancel your booking by written notification to DST (cancellation fees may apply). Excerpt provisions from Terms & Conditions (see website for full Terms & Conditions):

Disclaimer:

DST does not warrant or represent that the content of the DST Website or promotional material is accurate, up-to-date or complete, nor that it does not infringe the rights of others. DST is providing the Website, the promotional material and its contents on an “as is” basis. DST makes no representations or warranties of any kind with respect to the Website, the promotional material, its contents or any of the products or services supplied by DST. To the maximum extent permitted by law, DST disclaims all implied representations and warranties including, without limitation, implied warranties that DST products and services offered will be of merchantable quality, fit for any purpose or will comply with any descriptions on the DST Website or promotional material. To the extent permitted by law, you release DST from all liability, cost, damages, claims and expenses (including direct, indirect, special and consequential loss or damage whether in negligence or otherwise) arising out of the supply or failure to supply or use or non-use of the third party products or services.

Cancellation:

After booking a package, all cancellation requests must be received by DST in writing. The traveler acknowledges and understands that DST incurs significant expenses and losses if a traveler cancels a booking. The traveler expressly understands that the following cancellation fees will apply and be strictly adhered to by DST:

For any written cancellation received by DST:

- (a) At least sixty (60) days before scheduled departure date: \$500 per person cancellation fee.
- (b) At least forty-five (45) days before schedule departure date: \$1,500 per person cancellation fee.
- (c) Less than forty-five (45) days before scheduled departure date: no-refund will be provided on any reservation.

Mandatory Negotiation, Mediation and Arbitration of disputes; Waiver of Jury Trial and Punitive Damages:

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

Initials _____

To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to the Agreement within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived. In any case, DST shall not be liable for other than compensatory damages. Additionally, you hereby waive any right to punitive damages. All parties agree to irrevocably waive their respective rights to a jury trial of any cause of action, claim, counterclaim, or cross-complaint in any action or proceeding and/or hearing brought by either party against the other on any matter whatsoever arising out of these Terms & Conditions or any agreement between you and DST.

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

General:

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

THIS IS AN EXCERPT ONLY. BY SIGNING BELOW OR CLICKING THE REGISTER BUTTON ON THE WEBSITE OR BY NOT CANCELING THE RESERVATION WITH DST, YOU, THE TRAVELER OR ARRANGER, CONFIRM THAT YOU HAVE READ AND AGREE TO THE ABOVE EXCERPT AND THE FULL TERMS & CONDITIONS ON THE WEBSITE. YOU ALSO ACKNOWLEDGE THAT YOU FULLY UNDERSTAND THE PACKAGE WHICH YOU ARE PURCHASING AND ALL TERMS & CONDITIONS THAT APPLY.

Print Name: _____ ID/Confirmation#(if known): _____

Traveler or Arranger Signature (one per traveler) : _____

Date: _____.

