



AGREEMENT BETWEEN YOU AND CANADIANFARES

*We have done everything possible to make this site user-friendly, informative and secure. If you would like to know more about our responsibilities and yours, please read the information below. If you do not agree to this information, please do not use this site. This site is owned by **Canadianfares Inc.**, and is provided mainly for residents of North America.*

1. Travel information

Our web site displays information about travel locations, airfares, flight times and dates, tours, packages, insurance, cruises, transportation, foreign currency, schedules, travel companies and other material related to travel.

This information is supplied to us by Third Party providers, such as airlines, hotels, transportation and information suppliers. We have taken reasonable care to ensure it is correct and up to date; however we cannot check the accuracy of such information.

We accept no responsibility for information supplied to us by Third Parties. We recommend you confirm all information contained on or linked from our web site with the Third Party provider.

You are responsible for obtaining all passport, visa and health information required. We will assist you to obtain such information; however, the final responsibility for obtaining the necessary information and complying with any passport, visa and health requirements remains with you, solely.

The details of the prices, packages, tours, flights and other information displayed on the web site are subject to change without notice. The travel products and services described on the web site are subject to availability.

2. Prices

All prices displayed on the web site are subject to change without notice. This is because the airlines and other Third Party providers may change the prices at any time.

Special conditions may apply to the prices set out on the web site. To determine such conditions, you must contact us or the relevant Third Party provider.

The prices set out on the web site which includes, but is not limited to all fees, levies, service charges, surcharges, taxes and other charges. Pricing is displayed in US and/or Canadian currency.

3. Suitability of travel products and services

We do not represent that any travel products and services set out on our web site will be suitable for you. You release us from any claims in relation to the travel products and services described on our web site, including but not limited to claims that the travel products and services are not suitable.

4. Specials

The rules in this clause apply to 'specials' displayed on our web site. The site rules set out above also apply to 'specials'.

'Specials' are available for a limited time. You must check with us whether a 'special' displayed on our web site is still available.

There may be particular terms and conditions that apply to 'specials'. You must contact us or the Third Party provider of the 'special' to determine whether any particular terms and conditions apply.

You must pay for 'specials' booked by you and confirmed by us within 72 hours of booking confirmation, unless otherwise agreed by us in writing. Failure to pay for the 'special' within this time may result in cancellation of the booking. We accept no responsibility for loss incurred due to cancellation in these circumstances.

5. Intellectual Property

This web site, the software, design, text and graphics comprised in this web site and the selection and layout of this

web site, are owned or licensed by us or their respective owners and are protected by Canadian and international intellectual property laws.

You may view and electronically copy the pages of this web site in the usual operation of your web browser in visiting this site, but for no other purpose.

Any other use of the material contained on this web site, such as copying, distributing, selling, modifying, transmitting, reusing, re-posting or publishing is strictly prohibited, without the specific written permission of the respective owners.

Unauthorized use of materials from our site will not only breach this agreement, but may violate copyright and other laws.

Certain trademarks, service-marks, business names, company names, logos, trade names and presentation techniques (trade dress) used on this web site are owned by us or our licensors. In particular, we own the trademark Canadianfares. You do not have any right or license to use them.

6. Your Use

You must use this site in a responsible and co-operative manner.

You must not:

- make any fraudulent, speculative or false enquiries, bookings, reservations or requests using this web site;
- use another's name, ID or password without permission;
- use the web site while impersonating another person;
- post or transmit to or via the web site any unlawful, threatening, defamatory, libellous, obscene, indecent, inflammatory or pornographic material or any material that could give rise to civil or criminal proceedings;
- tamper with, hinder the operation of or make unauthorized modifications to the web site;
- delete data from the web site without our permission;
- knowingly transmit any virus or other disabling feature to the web site;
- breach any Third Party's rights (including intellectual property rights and obligations of confidentiality owed to third parties) or infringe any laws in using this web site;
- frame this web site as part of another site or cache this web site for commercial benefit;
- attempt to do any of the above acts;
- knowingly permit another person to do any of the above acts.

7. Your warranties

You warrant that:

- you are of sufficient legal age to use this site and create legal binding obligations for any liability you may incur as a result of using this site;
- you are responsible (financially and otherwise) for all uses of this site by you and those using this site using your ID and password;
- the information you supply via the web site will be accurate and not misleading, deceptive or likely to be mislead or deceive.

8. Indemnity

You indemnify us and our officers, employees and agents against all losses, costs, damages, claims and expenses arising from:

- any breach of these Site Rules by you;
- any act or omission by you or an officer, employee or agent of you;
- any claim, action, demand or proceeding by a Third Party against us or our officers, employees or agents caused or contributed to by you or an officer, employee or agent of you.

9. Your Privacy

Subject our "[Privacy Policy](#)", we will not disclose personal information about you (such as your name, contact details, browsing habits) which is provided by you or via your browser, without your permission unless we are required or need to do so to comply with your request or instructions.

We and our Third Party providers of travel and travel related products and services may disclose personal information about you to others where directly connected with facilitating your travel arrangements and bookings. For example, we may disclose information about you to airlines, hotels, car rental companies in facilitating your travel arrangements.

We may disclose aggregated information about users and use statistics relating to our web site and aggregated information about our sales and trading patterns to others.

10. Disclaimer

We do not warrant or represent that the content of this web site is accurate, up-to-date or complete, nor that it does not infringe the rights of others.

We are providing this web site and its contents on an 'as is' basis.

We make no representations or warranties of any kind with respect to the web site, its contents or any of the products or services supplied through this web site.

To the maximum extent permitted by law, we disclaim all implied representations and warranties including, without limitation, implied warranties that the products and services offered and supplied through this web site will be of merchantable quality, fit for any purpose or will comply with any descriptions on this web site or samples.

We do not represent or warrant that this web site, the server that makes it available or any of our products or services supplied through this web site will be free of errors, viruses or defects.

Your access and use of this web site is subject to factors beyond our control. We do not warrant that this web site or the products and services offered via this web site will meet your requirements or that the service will be uninterrupted or timely.

We will use our best endeavours to make this web site secure and have implemented technology for this purpose. However, because of the nature of the Internet, we do not warrant that this web site will be secure.

Our role is to facilitate your travel arrangements, including processing your bookings and making payments.

The travel products and services offered and promoted via this web site are products and services of third parties.

We are acting as agent for the Third Party providers. Your legal relationship in respect of the Third Party products and services is with the Third Party provider.

To the extent permitted by law, you release us 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.

We provide you with free access to our web site.

To the maximum extent permitted by law, neither we nor any of our officers, employees, shareholders or other representatives will be liable in damages or otherwise in connection with your use of or inability to access this web site or the purchase and use of any products and services supplied via this web site.

This limitation of liability applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property, personal injury and claims of third parties.

In the event that our web site fails to operate or causes you loss or damage, your sole remedy is the refund any money that you paid to us to use this web site.

If any warranties are implied by law that cannot be excluded, then our liability for breach of such warranties is limited to, at our option:

a. in the case of products: the replacement of the products or the supply of equivalent products; the payment of the cost of replacing the products or acquiring equivalent products;

b. in the case of services: the supply of the services again; the payment of the cost of having the services supplied again.

11. Confidentiality

You can use this web site to communicate with us. This web site also includes a list of other ways to communicate with us. It is our policy not to accept information that is confidential or proprietary, other than travel arrangements and bookings.

If you do not want to lose confidentiality in your material, do not submit it via this web site, email it or send it to us. Any ideas or suggestions that you disclose to us are ours to use and disclose without restriction, even if you mark your information confidential or proprietary or include in your communication statements contrary to the terms of these terms of use.

12. Linking

We may link our site to other sites on the Web. These links are provided for your convenience only and the inclusion of any link does not imply verification or endorsement of said link by Canadianfares.com.

We are not responsible for the content of other web sites, even if we link to them. If you suffer any loss or damage

from visiting another's web site or using another's product or service, we are not liable

13. Amendments

Except as otherwise specified, we may amend these Site Rules at any time without notice to you by posting amended Site Rules on our web site.

The amended Site Rules will take effect immediately when they are posted on our web site.

14. Termination

We may terminate this Agreement, and any other agreement between us, immediately if you breach any of these Site Rules.

15. Our relationship

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended to be created between you and us by these Site Rules.

16. Notices

Except as required by law or otherwise specified by us, you must provide any notices to us by email to fares@Canadianfares.com

We will provide any notices to you by email to any email address provided by you.

Notices will be taken to have been received 24 hours after the email is sent, unless the sending party receives notice that the address is invalid or that the email has not been received.

17. Governing law

If any dispute arises about this agreement or how this agreement applies or arising out of your use of this site, at our sole discretion, we will choose the applicable legal jurisdiction.

18. General

If any of these terms of use is invalid or unenforceable, it will be struck out, and the remaining terms will remain in force.

Headings are for reference purposes only.

If we do not act in relation to a breach by you or others of these Site Rules, this does not waive our right to act with respect to subsequent or similar breaches.

In this Agreement, the term 'web site' includes any e-mail bulletins or other content that we provide to you via or initiated from this web site.