## Melo's Travel World Travel Terms and Conditions

If not specifically listed below, please refer to the terms and conditions listed on each travel partner's website.

Terms & Conditions

## YOUR AGREEMENT WITH MELO'S TRAVEL WORLD

Before we make or finalize arrangements for your cruise or another trip, we require that you sign this form or click "I Agree" on our website. Your signature or click will signify your agreement with the following terms and conditions:

1. Melo's Travel World, ("Melo's Travel World", "we" or "us") acts as a sales agent for any cruise line, airline, hotel, car-rental company, tour operator, or other service provider named in your itinerary ("Suppliers"). Melo's Travel World is not responsible for acts or omissions of the Suppliers or their failure to provide services or adhere to their own schedules, failure to provide services or refunds, financial default, or failure to honor future trip credits. We have no special knowledge regarding the financial condition of the Suppliers and no liability for recommending a trip credit in lieu of a refund.

2. **Melo's Travel World** assumes no responsibility for and shall not be liable for any refund, personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity that may be caused by any wrongful or negligent acts or omissions on the part of any other party not under Harr's control or any acts of God, acts of government, unsafe conditions, terrorism, health hazards including pandemics, illness, weather hazards, or the suitability for a disabled person of any portion of any trip; and any Supplier price drop after your travel arrangements have been confirmed, paid in full, or ticketed. You hereby release Melo's Travel World from all claims arising out of any problem covered in this paragraph.

3. Travel arrangements involving certain trip components are subject to supplemental price increases that may be imposed by the supplier and/or government after you have completed your purchase. You hereby consent to any such price increases and authorize your credit or debit card to be used for them. Suppliers have their own contracts covering cancellation penalties and other terms and conditions, and you may be bound by those contracts regardless of whether you receive notice of their terms. By signing or clicking "I Agree" below, you are consenting to those terms and conditions.

4. Melo's Travel World has no special knowledge regarding the financial condition of the Suppliers, unsafe conditions during travel or at destinations, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning such dangers, we recommend contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or http://www.travel.state.gov/, click on "Find International" travel Information" then click on "Country Information", and fill in the name of the destination country. For medical information and health information, Melo's Travel World recommends contacting the Centers for Disease Control at (877) FYI-TRIP or http://www.cdc.gov/travel and clicking on "Destinations". You assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination(s), and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination(s). You hereby release Melo's Travel World from all claims arising out of any problem covered in this paragraph. You agree that the courts in Bronx County, New York City will be the exclusive jurisdiction for all claims brought by you or Melo's Travel World, and you hereby submit to the personal jurisdiction of those courts.

5. If your travel arrangements are canceled or postponed by a travel supplier due to a pandemic or any other reason, we will try to assist you with refunds or alternate arrangements, and a fee may apply, but we will discuss it with you first. If a Supplier drops the price of a trip after booking, we will try to assist you with rebooking if the Supplier allows it, and a fee may apply. We do not guarantee any refunds or successful rebooking.

6. For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. However, no representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance We also strongly recommend that you use a credit card for your purchase, so that you can exercise your rights under the Fair Credit Billing Act if you do not receive the services you purchased. However, if we are the credit card merchant, our role is to facilitate the sale, collect funds on your behalf, and remit those funds to the Suppliers. If the Suppliers do not provide the services, your only recourse would be against the Suppliers, and you agree not to seek a refund or initiate a chargeback against us.

7. Information on our website is provided on an "as is" and "as available" basis, without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Under no circumstances, including negligence, shall we be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result from the use of or inability to use this site, nor shall we be responsible for any damages whatsoever that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance whether or not caused by events beyond our reasonable control, including but not limited to acts of god, communications line failure, theft, destruction, or unauthorized access to this site's records, programs, or services. In no event shall our total liability for all damages, losses, and causes of action exceed one hundred dollars (\$100.00) US Currency. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitations of certain damages, so the above exclusion may not apply to you.

8. To the fullest extent permitted by law, you agree that you will not act in any representative capacity or participate as a member of a class of claimants in any lawsuit against **Melo's Travel World**. in any court or arbitration with respect to any claims or disputes. 9. The information on this website may contain typographical errors or inaccuracies and may not be complete or current. We, therefore, reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice. Please note that such errors, inaccuracies, or omissions may relate to product/service description, pricing, and availability.

10. The text, graphics, and other works of art on our website may not be reproduced in any medium for any purpose whatsoever. The copyright in the material contained in this website belongs to and remains with us. Your access to it does not imply a license to reproduce and/or distribute this information and you are not allowed to do so without our prior written consent.

.11. Certain website content is provided by Revelex, whose terms of use can be found here: https://www.revelex.com/about/terms-of-use

12. CST No. 2009021-40. California law requires certain sellers of travel to have a trust account or bond. We have a trust account. We are also a participant in the Travel Consumer Restitution Corporation (TCRC). If you are located in California at the time you pay us, you may request reimbursement from TCRC if you are owed a refund of more than \$50 for transportation or travel services which was not refunded in a timely manner by a seller of travel who was registered and participating in the TCRC at the time of sale. The maximum amount that may be paid by the TCRC to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRC within six months after the scheduled completion date of the travel. A claim must include sufficient information and documentation to prove your claim and a \$35 processing fee. You must agree to waive your right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a claim with the TCRC if you were located in California at the time of the sale. You may request a claim form by writing to Travel Consumer Restitution Corporation, PO Box 6001, Larkspur, CA 94977-6001; or by faxing a request to (415)-927-7698. If you are located outside California, the Travel Consumer Restitution Fund does not cover this sale.

- \* Indicates required field
- \* I confirm I have read & Understand the Terms & Conditions YES NO
- \* Date:
- \* Email:
- \* Signature: