

Attachment A

Website Terms and Conditions

Agreement between Customer, Hotel FastLink, Inc. and to provide you, the Customer, with a single source for purchasing other travel-related services such as airline tickets, The hotel has engaged Hotel FastLink, Inc. to host this private white label travel Web site. This web site's Booking Engine is operated and hosted by Hotel FastLink, Inc acts as a fully appointed, qualified and acting full service travel agency and is the merchant of record. With Florida Seller of Travel Ref. No. ST36852

This Agreement describes the terms and conditions applicable to the services available through this Site.

This Agreement describes your responsibilities and, among other things, limits the liability of Hotel FastLink, Inc. and Hotel The hotel. Please review the complete rules and restrictions listed below. Your use of this Web site and or purchase of travel components constitute your agreement to all such terms, conditions, and notices. Read this agreement carefully before making any payment.

If you do not agree with any part of this Agreement, YOU MUST NOT USE THIS SITE REVISIONS/CHANGES Please carefully review this itinerary for any errors or discrepancies. Any fees incurred due to a reissue of this itinerary will be the responsibility of the traveler. All voluntary changes at any time are subject to airline / agency / program rules and penalties. A Change Fee of \$50 per itinerary, plus any applicable airline penalties, are applicable for changes to dates, destinations, hotel, etc. and can be made at any time in addition to any hotel cancellation penalties, and/or any increase in price resulting from the change.

If a travel element is deemed dangerous to our customers, such as but not limited to, a named hurricane within 48 hours or less from your destination, a departure city or connection city by the National Hurricane center, earthquake, terrorism alert/attack, US State Department issuance of no recommended travel, customers are allowed a one-time travel plan change without incurring penalties. Any increase in price for the land or airfare will be the responsibility of the Customer. Revisions to vacation package reservations are allowed up to 7 days prior to departure CANCELLATIONS/REFUNDS If a reservation is cancelled within 72 hours prior to arrival, a one (1) night penalty will apply. A cancellation penalty of USD\$50 (Fifty) Dollars per person will apply on the hotel portion of the package on all cancellations outside the 72 hour window. A cancellation penalty of USD\$35 per airline ticket plus any additional airline fees. Hotels and airlines have different cancellation penalties according to type of airfare ticketed, dates of stay at hotel and others. For example, hotels have stricter cancellation penalties during high season dates such as peak winter, Thanksgiving, Christmas, New Years, etc., special events, etc. No refund will be made for unused or partially used features including such items as hotel, and transfers.

Furthermore no refunds will be issued if you fail to appear for departure at the designated time and place (No Show) or if improper documentation results in denial of boarding of aircraft or entry to a foreign country. We must receive cancellation notices in writing no less than 3 hours prior to departure. Verbal cancellations are not accepted. No changes can be made to a booking prior to final payment being received. Travel Insurance coverage will not cover our internal cancellation fees. HOTEL FASTLINK, INC has the right to cancel the booking in the event of non-payment or payment dispute. All refund requests must be made in writing and any negotiable documents (i.e. airline tickets, redeemable certificates or vouchers, etc.) issued by HOTEL FASTLINK, INC must be returned prior to processing of any refund.

All refund claims must be submitted within 30 days after the scheduled departure date. Special cancellation provisions may apply to group, holiday and school vacation reservations. Credit Card Charge. This web site accepts the following credit card: VISA, MASTERCARD and AMERICAN EXPRESS, The credit card charge will appear as "Trip Charges " Credit Card Declines - In the event that your credit card is declined, Hotel FastLink, Inc. will attempt payment up to two times and will attempt to contact you. If we are unable to obtain authorization, your package will be subject to cancellation and standard penalties will be applied. DESTINATION TAXES, HOTEL TAXES AND SERVICE CHARGES Airport departure or entry taxes may not be included in ticket taxes. Passengers should be prepared to pay these taxes in cash on location. Unless specifically stated otherwise, hotel taxes and service charges are included in our prices.

PASSPORT REQUIREMENT: A valid passport is required for destinations outside the 50 states or territories. Travelers are responsible for ascertaining, obtaining and possessing all required documentation needed for travel to your destination and it is strongly recommended that both U.S. and non-U.S. citizens verify current entry requirements before making reservations. The airline cannot board any passenger who fails to carry required proof of citizenship documents. No refunds will be made if improper documentation results in denial of boarding aircraft or entry to a foreign country. For foreign entry requirements, go to travel.state.gov/travel/foreignentryreqs.html For State Department travel warnings and advisories, go to travel.state.gov/travel/warnings.html. For foreign health requirements and dangers, go to www.cdc.gov/travel/index.htm.

No representations are hereby made regarding the completeness or accuracy of the information therein provided.

TRAVEL INSURANCE Travel insurance is a recommended option to protect yourself in the case of unforeseen circumstances causing changes or cancellations to your trip, as well as interruption of your trip while in progress. Please note that Customers who choose not to select this option are fully responsible for any potential losses that may arise from their travels.

RESPONSIBILITY The hotel and its third party fulfillment partner, Hotel FastLink, Inc. act only as agents for the passenger in regards to travel, whether by air, automobile, ship, or any other conveyance, and assume no liability for injury, damage, loss, accident, delay or irregularity, which may be caused due to defect in any vehicle, acts of God, war, riots, or for any company or person involved in conveying the passenger or in carrying out arrangements of the tour. Neither can accept any responsibility for losses or additional expenses due to delay or changes in schedules or other causes such as strikes. All such losses will be the responsibility of the passenger. The right is reserved to make minor adjustments in the itinerary. The right is reserved to cancel any trip prior to departure, in which case a full refund will constitute a full settlement of all liability. The hotel and HOTEL FASTLINK, INC are not responsible for any lost or damaged luggage before, during or after travel.

The issuance of vouchers or tickets shall be deemed to be consent to the above conditions. The airline concerned is not to be held liable for any act, omission, or event during the time passenger are not on board their craft. The services of any IATA or ARC carrier may be used in conjunction with these travel components. The passenger's tickets when issued shall constitute the sole contract between the airlines and the purchaser and/or passenger. All rates published in any venue are based on exchange rates and tariffs and are subject to change. All taxes, gratuities and portage charges are subject to deletions, additions or changes without notice. These items are not covered under the control of The hotel or HOTEL FASTLINK, INC, since changes in Government regulations and labor agreements cannot always be anticipated in advance.

The hotel is not responsible for any changes initiated by the passenger after departure. The hotel and HOTEL FASTLINK, INC are not responsible for errors and/or omissions. The hotel and HOTEL FASTLINK, INC' responsibility and liability does not extend to any party for any loss or damage caused by errors or omissions as a result of negligence, accident or any other cause. **ACCEPTABLE USE** This Site is intended for personal, noncommercial use.

The content and information on this Site (including, without limitation, price and availability of travel services), as well as the infrastructure used to provide such content and information, is proprietary to Hotel FastLink, Inc. and The hotel or its suppliers and providers. Accordingly, as a condition of using this Site, you agree not to use this Site or its contents or information for any commercial or non-personal purpose (direct or indirect) or for any purpose that is unlawful or prohibited by this Agreement. While you may make limited copies of your travel itinerary (and related documents) for travel or services purchased through this Site, you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from this Site.

In addition, whether or not you have a commercial purpose, you agree not to:

- I. Access, monitor or copy any content or information of this Site using any robot, spider, scraper or other automated means or any manual process for any purpose without express written permission of The hotel.
- II. Violate the restrictions in any robot exclusion headers on this Site or bypass or circumvent other measures employed to prevent or limit access to this Site;
- III. Take any action that imposes, or may impose, in the discretion of The hotel, an unreasonable or disproportionately large load on the, HOTEL FASTLINK, INC, Hotel The hotel infrastructure;
- IV. Deep-link to any portion of this Site (including, without limitation, the purchase path for any travel services) for any purpose without express written permission of The hotel. You may only use this Site to make legitimate reservations, purchases or requests to purchase the products or services offered (each, a "Request") and shall not use this Site to make any speculative, false or fraudulent Requests or any Requests in anticipation of demand. You represent that you are of sufficient legal age to create binding legal obligations for any liability you may incur as a result of your use of this Site. You agree to promptly update your membership information (if applicable) in order to keep it current, complete and accurate. It is a violation of law to place a Request in a false name or with an invalid method of payment. Please be aware that even if you do not give us your real name, your web browser transmits a unique Internet address to us that can be used by law enforcement officials to identify you. Fraudulent users will be prosecuted to the fullest extent of the law. **LINKS TO THIRD-PARTY SITES** This Web site may contain hyperlinks to Web sites operated by parties other than The hotel, Such hyperlinks are provided for your reference only. The hotel does not control such Web sites and is not responsible for their contents or your use of them. The hotel inclusion of hyperlinks to such Web sites does not imply any endorsement of the material on such Web sites or any association with their operators.

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ITS AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES CONTAINED ON THIS WEB SITE FOR ANY PURPOSE, AND THE INCLUSION OR OFFERING FOR SALE OF ANY PRODUCTS OR SERVICES ON THIS WEB SITE DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICES BY THE HOTEL OR ITS AFFILIATES.. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE HOTEL . ITS AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE CARRIERS, HOTELS AND OTHER SUPLIERS PROVIDING TRAVEL OR OTHER SERVICES FOR THE HOTEL ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF THE HOTEL . OR IT'S AFFILIATES. 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HOTEL FASTLINK, INC, AND THEIR RESPECTIVE AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THIS WEB SITE OR WITH THE DELAY OR INABILITY TO USE THIS WEB SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS WEB SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE HOTEL . ITS AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. LIMITATION OF LIABILITY NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL The hotel, HOTEL FASTLINK, INC, AND THEIR RESPECTIVE AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THIS WEB SITE OR WITH THE DELAY OR INABILITY TO USE THIS WEB SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS WEB SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE,.IN EXCESS OF AGGREGATE PAYMENTS MADE BY CUSTOMER HEREUNDER, EVEN IF THE HOTEL . ITS AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES INDEMNIFICATION You agree to defend and indemnify The hotel . its affiliates, and/or their respective suppliers and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by (I) you or on your behalf in excess of the liability described above; or (II) by third parties as a result of (a) your breach of these Web Site Terms, Conditions and Notices or the documents referenced herein; (b) your violation of any law or the rights of a third party; or (c) your use of this Web site. NO UNLAWFUL OR PROHIBITED USE As a condition of your use of this Web site, you warrant that you will not use this Web site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. MODIFICATION OF THESE TERMS AND CONDITIONS The hotel reserves the right to change the terms, conditions, and notices under which this Web site is offered GOVERNING LAW AND JURISDICTION All disputes and matters arising under or in connection which or incident to the responsibilities of HOTEL FASTLINK, INC, or The hotel, shall be submitted for trial without jury in the Federal Courts of Florida, located in Miami. These terms and conditions shall be construed in accordance with the laws of the State of Florida.