

## Terms & Conditions

### PLEASE READ CAREFULLY

Welcome to the Dar El Salam Travel website (the "Website"). This Website is provided solely to assist customers in gathering travel information, determining the availability of travel-related goods and services, making legitimate reservations, and for no other purposes. The terms "we", "us", "our" and "DST" refer to Dar El Salam Canada Inc., an Ontario corporation, its subsidiaries and affiliates. The term "you" refers to the customer visiting the Website and/or booking a reservation through us on this Website, or through our customer service agents.

This Website is offered to you conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below (collectively, the "Agreement"). **By accessing or using this Website in any manner, or by booking any travel products or services through the Website or through our customer service agents, you agree to be bound by this Agreement.** Please read the Agreement carefully. If you do not accept all of these terms and conditions, please do not use this Website or make bookings through this Website or our customer service agents. Be sure to return to this page periodically to review the most current version of the Agreement. We reserve the right at any time, at our sole discretion, to change or otherwise modify the Agreement without prior notice, and your continued access or use of this Website signifies your acceptance of the updated or modified Agreement.

#### 1. DST Services:

DST is a private company. DST is not associated with any Canadian or foreign government offices or embassies. DST is not responsible for the granting or denying of documents. DST acts only as agents for the travelers in making arrangements for services provided by third parties, such as airlines, hotels, buses or other transportation suppliers in connection with DST's travel packages (hereinafter "Service Providers").

Our Website displays information about travel locations, airfares, travel agents locations, flight times and dates, tours, packages, insurance, cruises, transportation, foreign currency, schedules, travel companies and many other things. Although DST uses best efforts to ensure the information supplied to DST by the Service Providers is correct and up to date, you agree that DST is not liable for the accuracy of such information. Many of the services which made up your travel booking are provided by Service Providers. Service Providers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you.

DST accepts no responsibility for information supplied to us by third parties including the Service Providers. DST recommends that you confirm all information contained on or linked from our Website with the Service Providers. The details of the prices, packages, tours, flights and other information displayed on the Website are subject to change without notice. The travel products and services described on the Website are subject to availability. It should be noted that all documents issued to travelers are non-transferable. Such documents may include but are not limited to, visas, airline tickets, hotel vouchers, tour vouchers, or any other document used to confirm an arrangement with a Service Provider. Such documents may also be subject to conditions such as, but not limited to, being non-refundable, non-date-changeable and subject to cancellation or amendment fees. It is your responsibility to familiarize yourself with these conditions. If for any reason, any Service Provider is unable to provide the services for which you have contracted, your remedy lies with that Service Provider, and not against DST.

Unless otherwise expressly agreed to by DST in writing, you are responsible for obtaining all passports, visa and health information required.

## **2. Use of the DST Website:**

As a condition of your use of this Website, you warrant that (i) you are at least 18 years of age; (ii) you possess the legal authority to create a binding legal obligation on behalf of yourself and any other travelers you have included in your booking; (iii) you will use this Website in accordance with this Agreement; (iv) you will only use this Website to make legitimate reservations for you or for another person for whom you are legally authorized to act; (v) you will inform such other persons about the terms and conditions that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto; (vi) all information supplied by you on this Website is true, accurate, current and complete, and (vii) if you have a DST account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you. We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of this Agreement.

### No Copy, Distribution, or Sale

You may download, display, or print one (1) copy of any portion of the content displayed on this Website (the "Content"). If you do so, you may not modify the Content in any way, and you must reproduce the DST copyright notice (or the Service Provider's notice as applicable) in the form:

© 2015 Dar El Salaam Travel - All Rights reserved as displayed on the relevant page(s) that you might copy.

Except as provided above, you may not:

- Copy, reproduce, upload, post, display, republish, distribute, transmit, any part of the Content in any form whatsoever;
- Use a frame or border environment around the Website, or other framing technique to enclose any portion or aspect of the Website, or mirror or replicate any portion of the Website;
- Modify, translate into any language or computer language, or create derivative works from, any Content or any part of this Website;
- Reverse engineer any part of this Website; or
- Sell, offer for sale, transfer, or license any portion of the Website in any form to any third parties.

#### Other Limitations

Unless otherwise provided within these Terms & Conditions, or unless specific applicable law requires DST to allow you to do so, you may not do any of the following without the prior written consent of DST:

- Use the Website other than to make legitimate reservations or bookings;
- Use the Website to make any false, fraudulent or speculative reservation, or any reservation in anticipation of demand;
- Imply in any fashion that DST is endorsing your products or services;
- Place false or misleading information on the Website,
- Post or transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law; or for any other purpose that is unlawful or prohibited by these Terms & Conditions.
- Use or access the Website in any way that, in our reasonable judgment, adversely affects the performance or function of the Website, or any other computer systems or networks used by DST, other Website users or members;
- Upload or transmit to the Website or use any device, software or routine that contains viruses, Trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere or attempt to interfere with, intercept, the normal operation of our Website, or appropriate the Website or any system, or take any action that imposes an unreasonable load on our computer equipment, or that infringes upon the rights of a third party;
- Use any device, software, or routine that interferes, or attempts to interfere, with the normal operation of our site, or take any action that impose an unreasonable load on our equipment; or
- Disguise the origin of the information transmitted through the Website.

#### Member ID and Password

Access to certain areas of the Website is only available to registered members. To become a registered member, you are required to answer a limited number of mandatory questions. Answers to additional questions are optional. You represent and warrant that all information you supply to us about yourself and others, including email addresses, is true, valid and accurate, and that you have the right to supply us with such information.

### Termination

DST, in its sole discretion, may, at any time and without advance notice or liability, terminate or restrict your access to all or any component of our Website, even if access continues to be allowed to others. Upon such termination or suspension, you must immediately discontinue use of the Website, and destroy any copy you have made of any portion of the Website. Accessing the Website after such termination, suspension, or discontinuation shall constitute an act of trespass. DST shall not be responsible to you to such suspension or termination.

DST may also, at any time, change or impose fees for certain services, or establish or change general practices and limits concerning certain services.

### **3. Privacy and Security:**

Your use of the Website is subject to our Privacy Policy. You agree that you have read our Privacy Policy, and it is reasonable and acceptable to you. Your acceptance of these Terms and Conditions is also your consent to the information practices in our Privacy Policy.

### **4. 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.

DST does not represent or warrant that this Website, the server that makes it available or any DST products or services supplied through this Website will be free of errors, viruses or defects. Your access and use of this Website is subject to factors beyond DST control. DST does not warrant that this Website or the products and services offered via this Website will meet your requirements or that the service will be uninterrupted or timely. DST will use our best endeavors to make this Website secure and have implemented technology for this purpose. However, because of the nature of the internet, DST does not warrant that this Website will be secure.

To the maximum extent permitted by law, neither DST 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 Website or the purchase and use of any products and services supplied via this Website or any breach of any warranties that may be implied by law. 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 the DST Website fails to operate or causes you loss or damage, your sole remedy is the refund of any money that you paid to DST to use this Website.

If applicable, hotel ratings stated on the DST Website or promotional material (without limitation includes photographs, list of hotel amenities, descriptions of property, etc.) are provided by the respective Service Providers. **These hotel ratings are general guidelines and DST cannot guarantee their accuracy.** The promotional material is to be used as a general guide and the ratings and hotel information may be amended periodically by the respective Service Providers to keep current. Please be advised that during the peak Hajj season the Service Providers accommodate a large number of pilgrims and consequently the quality of service indicated by their respective ratings may suffer.

All Service Providers are independent contractors, not DST affiliates or agents. DST is not liable for the actions, omissions, errors, representations, warranties, negligence, breach of contract, personal injuries, death, property damage, or any other damages or expenses resulting from Service Providers. DST has no liability and will not refund due to delay, cancellation, overbooking, strike, force majeure, terrorism, and any other causes that are beyond DST's direct control or from any loss or damage resulting from improper passport, visas or other documents. DST has no control and is not responsible for any additional expenses, delays, omissions, re-routing, or acts of interference by any government or legal authorities.

DST is not responsible for any traveler(s) missing any part of the program due to no fault of DST, and in such event, the traveler(s) shall be responsible for any additional expenses incurred for the traveler(s) to rejoin the tour. DST will not make any changes after departure and will not redeem any part of the payment for any services rendered unutilized.

#### Shipping and Handling of Documents

DST will use DHL, FedEx or UPS to return your documents unless you send DST a pre-paid completed label for the courier of your choice to use for the return of your documents. DST is not responsible for any delays, loss or damages resulting from the return of your documents by DHL, FedEx, UPS, or any other courier services.

#### **5. Safety:**

Please be aware that during your participation in packages operated by DST, certain risks and dangers may arise beyond our control, including but not limited to: the hazards of traveling in undeveloped areas; travel by boat, train, automobile, aircraft, or other means of transportation; the forces of nature; political unrest; acts of lawlessness or terrorism; and accident or illness in remote regions without means of rapid evacuation or medical facilities. DST will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. While DST will use its best efforts to ensure the adequate measures are taken, by agreeing to participate in a package and/or optional excursions you agree that you will hold DST harmless regarding any provision of medical care or the adequacy of any care rendered.

#### **6. Insurance:**

Many of the problems for which DST cannot be held responsible for can be insured against. DST highly recommends that you purchase third party insurance to provide adequate cover for medical expenses, personal accident, loss of baggage and curtailment or cancellation of trip. Individuals are responsible to finance on the spot medical treatment and other contingencies, and then to reclaim this from their own insurance, if covered. You will be required to provide documentation to the insurance company to facilitate a claim. Please note that there are exclusions to coverage of insurance. Insurance has to be purchased and paid for in full as soon as the booking is made to become effective.

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 any loss of baggage.

#### **7. Reservation / Deposits/ Fees:**

DST accepts checks, money orders and bank drafts. Your payment is not deemed made until it is received by DST. All payments are in US Dollars.

#### **Payment for 2017 Hajj Packages:**

**Deposit Amount with Registration:** US \$3,500.00 per person

**Second Payment Amount:** US \$3,500.00 per person

**Balance of Payment:** Balance Amount due in US Dollars

**Before March 15, 2017**, the Deposit Amount is due within one week of booking. Second Payment Amount is due by March 15, 2017, and Balance of Payment is due by May 20, 2017.

**On or after March 15, 2017**, the Deposit Amount plus the Second Payment Amount are due immediately upon booking and Balance of Payment is due by May 20, 2017.

**On or after May 20, 2017**, Full Payment (including the Deposit and Second Payment Amounts) is due immediately upon booking.

Your booking is not confirmed until the Deposit is received by DST and you receive written confirmation of your booking from DST. Your reservation may be automatically canceled if payments are not received by DST by the applicable deadlines above. Special conditions may apply to the prices set out on the Website. To determine such conditions, you must contact DST or the relevant Service Provider. Please review and verify your booking invoice thoroughly and contact your travel agent or DST immediately if your invoice appears to be incorrect or incomplete, as it may not be possible to make changes later. **Please be advised that once your visa has been processed, there will be NO refunds available for the package(s) you have purchased.**

All fees imposed by the Kingdom of Saudi Arabia, including Hajj and Umrah fees or related to the ritual animal sacrifice, are separately charged and not included in any package or programs.

### **8. Cancellation:**

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

For any written cancellation received by DST:

- (a) On or before March 30, 2017: \$500 per person cancellation fee.
- (b) Between March 30, 2017 and May 20, 2017: \$1,500 per person cancellation fee.
- (c) After May 20, 2017: no-refund will be provided on any reservation.

In addition to the above-noted cancellation fees, airfare purchases are non-refundable and any such amounts shall not be reimbursed to any traveler canceling a booking.

### **9. Travelers Who Need Special Assistance:**

You must report to DST in writing any disability requiring special attention while traveling at the time the reservation is made. DST will make reasonable attempts to accommodate the special needs of disabled travelers, but is not responsible in the event it is unable to do so nor is it responsible for any denial of services by Service Providers. DST regrets that DST cannot provide individual assistance to a traveler for walking, dining, getting on and off buses and other vehicles, or other personal needs. A qualified and physically able companion must accompany travelers who need such assistance and must assume full responsibility for their well-being; if such a companion is not available for the traveler, DST may, in its discretion, cancel the reservation and return the full deposit of the traveler.

### **10. Young Travelers:**

Travelers who are less than 18 years old on the departure date must be accompanied by an adult throughout the duration of the vacation. For any special requirements regarding airline tickets for children, contact your airline directly. If a child will be traveling with adults other than the parents or with only one parent, it is recommended that a notarized letter be written by the parents or non-traveling parent granting authorization to travel, including the dates of travel. DST suggests that you also contact the appropriate consulate and airlines because they may have additional requirements or recommendations.

**11. 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 Mississauga, Ontario 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 Canadian Arbitration Association under its Commercial Arbitration Act, 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 Mississauga, Ontario, in accordance with the Ontario 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.

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 Province of Ontario.** Each party waives any objection which it may have now or hereafter to the laying of the venue in the City of Mississauga, Province of Ontario of such action or proceeding and irrevocably submits to the personal jurisdiction of any such court in any such suit, action or proceeding.



**12. General:**

If any of these Terms & Conditions is 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 Province of Ontario, without regard to the conflicts of laws provisions therein.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and DST and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and DST. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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

Client/Traveler or Arranger Signature: \_\_\_\_\_

Date : \_\_\_\_\_