

TERMS AND CONDITIONS

Yaycations Inc. acts only in the capacity as an agent for the transportation companies including air, sea, land, hotels, or other forms of accommodation, restaurants, places of entertainment and other such services when reserved for its customers and as outlined in your personal itinerary. In the event of Yaycations offering or selling a tour, cruise, package holiday reserved with a tour operator, Yaycations acts only as agent for the tour operator. The tour operator will have made all arrangements with the suppliers of various travel services relating to your itinerary.

LIABILITY:

Yaycations Inc. shall not be responsible or liable to its customer for any claims, loss or damages, or expenses arising out of injury, whether physical or mental, accidental, death or delay or inconvenience to the customer or any other person, or damage to luggage or other personal property from any cause whatsoever.

To the best of Yaycations knowledge and information, the description and information provided about the various services set out in the itinerary are accurate. However, Yaycations Inc. shall not be liable to the customer if any of the services provided by the suppliers do not conform to such descriptions, living standards and practices at the destination and the standards and conditions there with respect to the provision of utilities, services and accommodation may differ from those found in Canada.

TRAVEL SERVICE

All arrangements are subject to the terms and conditions imposed by the transportation companies, hotels or other forms of accommodation, restaurants, places of entertainment, the tour operator and other such travel services, if any, and accordingly maybe subject to charges and/or restrictions for any changes or cancellation.

Please read the terms and conditions which accompany all your travel documents. We will provide you with printed material (supplier brochure) when such material is available to us and explain all that is related to the services purchased. These suppliers are independent third parties over which we exercise no direct control.

Refunds, in whole or in part, for unused travel services are subject to such terms and conditions imposed by such suppliers. Yaycations shall only be responsible for refunding the net amount which is recovered from the appropriate travel service supplier less amounts expended to provide alternate services and other related expenses.

The purchaser understands they may be required to provide their credit card information to the supplier directly to confirm the reservation. If the charge is processed by the supplier, then the name of such supplier will appear on the credit card statement. All costs including fares, taxes, and surcharges are subject to change without notice until full payment is received by Yaycations. Price increases are permitted unless booking is paid in full. If the total price of the travel service is increased and the cumulative increase, except any increase resulting from an increase in retail sales tax or federal goods and services tax, is more than 7 percent, you have the right to cancel the contract and obtain a full refund (Tico-Ontario).

FEES

Your Receipt/Invoice may include charges from Yaycations for administration fees which are nonrefundable. Additional fees and/or restrictions may apply to reservation changes and/or cancellations.

COLLECTING AND USING PERSONAL INFORMATION

Yaycations may, from time to time, collect personal information about you as result of your relationship with us. Yaycations may collect, use and disclose such personal information to determine your eligibility for and interest in products and services from Yaycations Inc., its affiliates or carefully selected third party business partners. We may also use this information to establish, maintain and manage your relationship with Yaycations Inc. and to provide you with ongoing services and for other uses as set by our Privacy Policy. (www.yaycations.ca for more information). We may ask you for contact information including the telephone number you have provided in connection with these travel services. We may keep and use this information as well as disclose it to our affiliates and carefully selected third party business partners so that we may contact you for marketing purposes. As you do business with Yaycations, we may monitor and/or record your telephone conversations with our customer service representatives to ensure service quality. Yaycations Inc. retains your personal information only as long as required for our reasonable business and/or legal needs.

ACCESSING PERSONAL INFORMATION AND WITHDRAWING CONSENT

Any person whose personal information is kept by Yaycations may access such personal information, request corrections to it, ask questions about it or withdraw their consent to the collection, use and disclosure of their personal information at any time, subject to legal or contractual restrictions and reasonable notice, by contacting Yaycations in writing at 55 York Street, Suite1003, Toronto, ON M5J 1R7.