

HOSTELPASS, INC. TERMS OF USE

Welcome to the hostelpass.co website (the "Website"). This Website is provided solely to facilitate lodging in hostels, hotels, or other housing arrangements (collectively, the "Hostel(s)") for travelers and other individuals ("Guests") seeking lodging in foreign and domestic destinations who have registered to use HostelPass, Inc.'s "Services," as defined below ("Guests"). The terms "we", "us", "our", "HostelPass" and "HostelPass, Inc." refer to HostelPass, Inc., a Delaware corporation. 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 "Terms" or "Agreement"). **Please read these Terms carefully, as they contain important information about limitations of liability and resolution of disputes through arbitration rather than in court.** You should also read our Privacy Policy, available at <http://www.hostelpass.co/privacyPolicy.pdf> which also governs your use of the Website. By accessing or using this Website, booking any reservations for travel products or services on this Website, or contacting our customer service representatives, you agree that the Terms then in force shall apply. If you do not agree to the Terms, please do not use or book any reservations through this Website or contact our customer service representatives.

YOU UNDERSTAND THAT HOSTELPASS IS NOT AN OWNER OR OPERATOR OF PROPERTIES OR HOSTELS, NOR IS IT A PROVIDER OF LODGING OR PROPERTIES, AND HOSTELPASS DOES NOT OWN, SELL, RESELL, FURNISH, PROVIDE, RENT, RE-RENT, MANAGE AND/OR CONTROL PROPERTIES OR HOSTELS. HOSTELPASS HAS NO CONTROL OVER THE CONDUCT OF HOSTELS, GUESTS AND OTHER USERS OF THE SITE, MOBILE APPLICATION AND SERVICES OR ANY ACCOMMODATIONS, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

USE OF THE WEBSITE

As a condition of your use of this Website, you warrant that:

1. you are at least 18 years of age;
2. you possess the legal authority to create a binding legal obligation;
3. you will use this Website in accordance with these Terms;
4. you will only use this Website to make legitimate reservations for you or for another person for whom you are legally authorized to act;
5. you will inform such other persons about the Terms that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto;
6. all information supplied by you on this Website is true, accurate, current and complete; and
7. if you have an hostelpass.co 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 anyone access to this Website and the Services (defined below) we offer, at any time and for any reason, including, but not limited to, for violation of these Terms.

USER ACCOUNT

In order to purchase a pass to reserve Hostel lodging accommodations (the “Reservation(s)”) through our “Pass” (defined below), you must register for and maintain an active personal user Services account (the "Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if that age is older than 18), to obtain an Account. Account registration requires you to submit to HostelPass certain personal information, such as your name, picture, date of birth, email address, passport information, postal address, phone number, username, password, and at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or HostelPass’ termination of this Agreement with you.

MODIFICATION

At any time, without notice to you and for any or no reason, HostelPass may, in its sole discretion, modify or discontinue any aspect of the Services, including, without limitation, any content, any activities available on the Website or through the Services, and any products or services offered through the Website or the Services. HostelPass shall in no way be held liable for any consequence which results from HostelPass' decision to modify or discontinue providing any or all of the Services.

These Terms are effective as of November 6, 2016. We expressly reserve the right to change these Terms from time to time. If we do, we will notify you before the new Terms go into effect by posting a notice on the HostelPass Website and mobile application. You acknowledge and agree that it is your responsibility to familiarize yourself with any modifications before the effective date. Your continued use of the Services after the effective date will constitute acknowledgement of the new Terms and agreement to abide and be bound by them. If you do not agree to the amended Terms, you must stop using the Services.

Notwithstanding the foregoing, any change or modification to these Terms that materially alters your rights or remedies will be applied prospectively and will not alter your legal rights or remedies with respect to actions taken or incidents occurring prior to any such change.

Supplemental terms may apply to certain services, such as policies for a particular event, activity, or promotion, and such supplemental terms will be disclosed to you in connection with the applicable service(s). Supplemental terms are in addition to, and shall be deemed a part of, the terms for the purposes of the applicable service(s). Supplemental terms shall prevail over these terms in the event of a conflict with respect to the applicable services.

SERVICES

Through our Website and mobile application (the “Mobile Application”) (collectively, the “App”), HostelPass facilitates the lodging and housing accommodations of Guests at Hostels.

Using the App, you may purchase a pass (the “Pass”) that will, subject to these Terms, entitle you to redeem a certain number of nightly stays at a Hostel during the specified season (either “High Season” or “Low Season”) that the Pass is valid (the “Season”). The Pass, and any unused portion of the Pass, will expire and have no further use or value, upon the earlier to occur of: (i) two (2) years following your purchase of the Pass; or (ii) one (1) year following the date that your Pass is first used. (For purposes of this section and the Cancellation and Expiration Policy below, “use” of the Pass means any reservation confirmation made through the App whether or not such reservation is cancelled or used.) In exchange for your purchase of the Pass, HostelPass facilitates the booking and processing of a specified number of lodging accommodation Reservations with Hostels.

You understand that even with the purchase of your Pass, HostelPass makes no guarantee of the availability of any Hostels for your Reservation. In the event that there are no available Hostels in the location you desire accommodation, notwithstanding the purchase of your Pass, you will be responsible for providing your own lodging accommodations. HostelPass shall in no way be responsible for facilitation lodging to you when there is no availability at participating Hostels.

MAKING A RESERVATION USING YOUR PASS

At any point following your purchase of the Pass, you may make a Reservation at a participating Hostel through the following process:

- (a) When a Pass is purchased, the Pass will provide access to a certain number of nightly stays during the Season;
- (b) To redeem a nightly stay, you must first log into your HostelPass Account on the App;
- (c) Then, using the App, you must input the date of your desired Reservation, the city and neighborhood in which you desire to reserve a Hostel, the number of nightly stays you would like to spend at the Hostel, and any other required fields;
- (d) HostelPass will then provide you with up to three (3) choices of Hostels available for Reservations, provided any such openings are available;
- (e) If any Hostels are available, you must then pick and accept the Hostel you desire to reserve from the Hostel options provided to you on the App;
- (f) Following your acceptance, HostelPass will then reserve your lodging accommodation and provide you confirmation of your lodging accommodation at the Hostel.

YOU AGREE THAT THE HOSTELPASS’ WEBSITE AND APPLICATION ARE INTENDED TO BE USED TO FACILITATE YOUR RESERVATION OF LODGING ACCOMMODATIONS AT HOSTELS. YOU AGREE THAT HOSTELPASS IS NOT A PARTY TO ANY CONTRACT MADE BETWEEN YOU AND ANY HOSTEL AND HAS NO RESPONSIBILITY OR LIABILITY TO YOU IN RESPECT OF THE TERMS OF ANY SUCH CONTRACT. HOSTELPASS CANNOT AND DOES NOT CONTROL THE CONDITION, LEGALITY OR SUITABILITY OF ANY HOSTEL. HOSTELPASS IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL HOSTELS. ACCORDINGLY, ANY RESERVATIONS WILL BE MADE OR ACCEPTED AT THE GUEST’S OWN RISK.

PREPAID HOSTEL RESERVATIONS

You acknowledge that the HostelPass pre-negotiates certain rates with Hostels to facilitate the booking of Reservations. You also acknowledge that HostelPass provides you services to

facilitate such booking of Reservations for a consideration (the "Facilitation Fee"). You understand and acknowledge that the fees you pay for the Pass include a variety of services and may not correlate directly with any rate offered by any particular Hostel. Upon submitting your Reservation request you authorize the HostelPass to facilitate and to make Hostel Reservations on your behalf, including making payment arrangements with a Hostel which may include a number of charges made by the Hostel such as lodging price, tax recovery charges, service fees, and applicable taxes.

You acknowledge that except as provided below with respect to tax obligations on the amounts we retain for our services, HostelPass does not collect taxes for remittance to applicable taxing authorities. The tax recovery charges on prepaid Hostel transactions are a recovery of the estimated taxes (e.g. sales and use, occupancy, room tax, excise tax, value added tax, etc.) that the HostelPass pays to the Hostel for taxes due on the Hostel's rental rate for the room. The Hostel is responsible for remitting applicable taxes to the applicable taxing jurisdictions. HostelPass does not act as a co-vendor with the supplier with whom we book your Reservation. Taxability and the appropriate tax rate vary greatly by location. The actual tax amounts paid by the HostelPass to the Hostel may vary from the tax recovery charge amounts, depending upon the rates, taxability, etc. in effect at the time of the actual use of the Hostel by our customers. We retain service fees as additional compensation in servicing your travel Reservation.

Sales, use and/or local Hostel occupancy taxes are imposed on the amounts that we charge for our services (service fee and/or facilitation fee) in certain jurisdictions. The actual tax amounts on our services may vary depending on the rates in effect at the time of your Hostel stay.

Some Hostel may require you to present a credit card or cash deposit upon check-in to cover additional expenses incurred during your stay. Such deposit is unrelated to any payment received by HostelPass, Inc. for your Hostel Reservation.

You also authorize HostelPass to charge your credit card in the event of damage caused at a Hostel. You are responsible for leaving the Hostel in the condition it was in when you arrived. You acknowledge and agree that you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Hostel. In the event that a Hostel claims and provides evidence of damage, including but not limited to photographs, you will be notified of the Hostel's claims and you agree to pay the cost of replacing the damaged items with equivalent items. After being notified of the claim and given forty eight (48) hours to respond, the payment will be charged to and taken from the credit card on file in your HostelPass Account. HostelPass also reserves the right to charge the credit card on file in your HostelPass Account, or otherwise collect payment from you and pursue any avenues available to HostelPass in this regard. If we are unable to charge the credit card on file or otherwise collect payment from you, you agree to remit payment for any damage to the Hostel to the applicable Hostel or to HostelPass (if applicable). Any determination of responsibility for damage to any Hostel may be made in HostelPass' sole and absolute discretion.

CANCELLATION AND EXPIRATION POLICY

Your Pass is only valid and usable during the specified Season and expires upon the earlier to occur of: (i) two (2) years following your purchase of the Pass; or (ii) one (1) year following the date that your Pass is first used (the “Expiration Date”). After the Expiration Date, you cannot use your Pass to book any Reservations through the App or through HostelPass, and you shall not receive or be eligible for any refund of any fee or payment made to HostelPass, whatsoever.

Prior to any use of your Pass, you may cancel your Pass on our Website at <http://www.hostelpass.co/> at any time prior to the Expiration Date, but you will be charged a cancellation fee equal to fifteen percent (15%) of the purchase price of your Pass (the “Cancellation Fee”). Notwithstanding the foregoing, if you use your Pass (which includes any Reservation confirmed through our App and canceled less than forty-eight (48) hours prior to 5:00 p.m. (in the time zone of the Hostel you have confirmed your Reservation) of the night of your Reservation), you will not be eligible for any refund of any fee or payment made to HostelPass, whatsoever.

You agree that HostelPass will deduct the Cancellation Fee that you incur from any refund, if you are eligible for any refund.

TRANSFERS

You may transfer any remaining funds on your Pass to the Pass of any person who is eligible to use this Website and has a user account on this Website (the “Transferred Pass”) at <http://www.hostelpass.co/> on our Website, prior to the Expiration Date. Any Transferred Pass shall be subject to the Expiration Date of the original Pass prior to any transfer.

DISPUTES

HostelPass is committed to customer satisfaction; if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as explained in this section.

You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Website, any dealings with our customer service agents, any services or products provided, any representations made by us, or our Privacy Policy (“Claims”), by contacting support@hostelpass.co. If we are not able to resolve your Claims within 60 days, you may seek relief through binding arbitration, as set forth below.

ANY AND ALL CLAIMS WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT, RATHER THAN IN COURT, AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. This includes any Claims you assert against us, the Hostels, or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Terms, regardless of whether prior versions of the Terms required arbitration. **By virtue of your acceptance of these Terms, you will be acknowledging that you have read and understood all of the provisions of these terms (including the arbitration provision).**

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce these Terms as a court would.

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH HOSTELPASS, AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

- a. Applicability of Arbitration Agreement.** All claims, controversies, and disputes in connection with the Terms or the breach, termination, enforcement, interpretation, or validity thereof or the use of the Services provided by HostelPass that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms set forth below (the "Arbitration Agreement"), except that you and HostelPass are not required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. This Arbitration Agreement applies to you and HostelPass, and to any affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.
- b. Arbitration Rules.** The Federal Arbitration Act governs the interpretation and enforcement of this dispute-resolution provision. Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules conflict with the Terms ("Arbitration Rules"). The AAA Consumer Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than ten thousand U.S. dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is ten thousand U.S. dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- c. Additional Rules for Non-appearance Based Arbitration.** If non-appearance arbitration is elected as provided above, the arbitration shall be conducted by telephone, online, and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.
- d. Arbitration Process.** A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration

at file:///C:/Users/sbc10/Downloads/Consumer_Demand_for_Arbitration_Form.pdf. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Delaware and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

- e. **Arbitration Location.** Unless you and HostelPass otherwise agree, the arbitration will be conducted in the county where you reside.
- f. **Authority of the Arbitrator.** The arbitrator will decide the rights and liabilities, if any, of you and HostelPass, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Terms. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and HostelPass.
- g. **Fees.** Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.
- h. **Waiver of Jury Trial.** YOU HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and HostelPass in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND HOSTELPASS WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- i. **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding any other provision in these Terms, in the event that this subparagraph is deemed invalid or unenforceable, neither you nor we are entitled to arbitration and instead all claims and disputes shall be resolved in a court located in Sussex County, Delaware, or at a location mutually agreeable to the Parties.

- j. Confidentiality.** No part of the procedures shall be open to the public or the media. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except by written agreement of the parties, pursuant to court order or unless required by law. Notwithstanding the foregoing, no party shall be prevented from submitting to a court of law any information necessary to enforce this Arbitration Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- k. Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
- l. Small Claims Court.** Notwithstanding the foregoing, either you or HostelPass may bring an individual action in small claims court.
- m. Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located in Sussex County, Delaware, for such purpose.
- n. Survival.** This Arbitration Agreement will survive the termination of your relationship with HostelPass.
- o. Changes.** Notwithstanding the provisions of the modification-related provisions above, if HostelPass changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by providing HostelPass written notice of such rejection by mail or hand delivery to: HostelPass, Inc., Attn: Dispute Resolutions, Bridge Hall (BRI 1) Basement Level, #1, 3670 Trousdale Pkwy, Los Angeles, CA 90089, United States, or by email from the email address associated with your Account to: support@hostelpass.co within 30 days of the date such change became effective, as indicated in the "Last update" date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any Dispute between you and HostelPass in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

PROHIBITED ACTIVITIES

The content and information on this Website (including, but not limited to, price and availability of travel services) as well as the infrastructure used to provide such content and information, is proprietary to us or our suppliers and providers. While you may make limited copies of your travel itinerary (and related documents) for travel or service Reservations booked through this Website, you agree not to otherwise 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 or through this Website. Additionally, you agree not to:

1. use this Website or its contents for any commercial purpose;
2. make any speculative, false, or fraudulent Reservation or any Reservation in anticipation of demand;

3. violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
4. take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
5. deep—link to any portion of this Website (including, without limitation, the purchase path for any travel services) for any purpose without our express written permission; or
6. "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization.

If your booking or account shows signs of fraud, abuse or suspicious activity, HostelPass may cancel any Reservations associated with your name, email address or account, and close any associated HostelPass accounts. If you have conducted any fraudulent activity, HostelPass reserves the right to take any necessary legal action and you may be liable for monetary losses to HostelPass, including litigation costs and damages. To contest the cancellation of a booking or freezing or closure of an account, please contact HostelPass Customer Service at support@hostelpass.co.

HOSTEL RULES AND RESTRICTIONS

Additional terms and conditions will apply to your Reservation and purchase of travel—related goods and services that you select. Please read these additional terms and conditions carefully. You agree to abide by the terms and conditions of purchase imposed by any Hostel with whom you elect to deal, including, but not limited to, security deposits, curfew requirements, and compliance with the Hostel's rules and restrictions regarding availability and use of fares, products, or services.

HostelPass is not liable for any costs incurred due to Hostel relocation.

PRIVACY POLICY

HostelPass Inc. believes in protecting your privacy. Please click here to review our current Privacy Policy, which also governs your use of the Website, to understand our practices: <http://www.hostelpass.co/privacyPolicy.pdf>.

BANK AND CREDIT CARD FEES

Some banks and credit card companies impose fees for international transactions. If you are making a booking from outside of the United States on a US credit card, your bank may convert the payment amount to your local currency and charge you a conversion fee. This means the amount listed on your credit or bank card statement may be in your local currency and therefore a different figure than the figure shown on the billing summary page for a Pass purchased on the Website. In addition, a foreign transaction fee may be assessed if the bank that issued your credit card is located outside of the United States or if your credit card was issued in the United States, and a transaction using that credit card is processed outside of the United States. Booking international travel may be considered to be an international transaction by the bank or card company, since HostelPass, Inc. may pass on your payment to an international travel supplier. The currency exchange rate and foreign transaction fee is determined solely by your bank on the

day that they process the transaction. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank.

INTERNATIONAL TRAVEL

You are responsible for ensuring that you meet foreign entry requirements and that your travel documents, such as passports and visas (transit, business, tourist, and otherwise), are in order and any other foreign entry requirements are met. HostelPass has no special knowledge regarding foreign entry requirements or travel documents. We urge customers to review travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to booking travel to international destinations.

Passport and Visa: You must consult the relevant Embassy or Consulate for this information. Requirements may change and you should check for up-to-date information before booking and departure. We accept no liability if you are refused entry onto a flight or into any country due to your failure to carry the correct and adequate passport, visa, or other travel documents required by any airline, authority, or country, including countries you may just be transiting through. This includes all stops made by the aircraft, even if you do not leave the aircraft or airport.

Health: Recommended inoculations for travel may change and you should consult your doctor for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip.

BY OFFERING RESERVATIONS FOR HOSTELS OR TRAVEL PRODUCTS IN PARTICULAR INTERNATIONAL DESTINATIONS, HOSTELPASS DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH AREAS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

LIABILITY DISCLAIMER

The information, software, products and Services published on this Website may include inaccuracies or errors. In particular, HostelPass does not guarantee the accuracy of, and disclaims all liability for any errors or other inaccuracies relating to the information and description of the Hostel and other travel products and services displayed on this Website (including, without limitation, the pricing, photographs, list of Hostel amenities, general product descriptions, etc.).

Hostel ratings displayed on this Website or on the App are intended as only general guidelines, and HostelPass does not guarantee the accuracy of the ratings. HostelPass and the Hostel may make improvements and/or changes on the Website or to the App at any time.

THE SERVICES AND THE HOSTELPASS CONTENT ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NON-INFRINGEMENT. IN ADDITION, WHILE

HOSTELPASS ATTEMPTS TO PROVIDE A GOOD USER EXPERIENCE, WE CANNOT AND DO NOT REPRESENT, GUARANTEE OR WARRANT THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, THE HOSTELS, OR THAT THE SERVICES WILL ALWAYS BE SECURE, FREE OF VIRUSES, ERROR-FREE, OR THAT THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS. HOSTELPASS DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF HOSTELS OR ANY OTHER SERVICE PROVIDER. YOUR USE OF THESE SERVICES AND YOUR USE OF ANY RESERVATION OR HOSTEL IS AT YOUR OWN RISK.

THE HOSTELS PROVIDING SERVICES ON THIS WEBSITE ARE NOT AGENTS OR EMPLOYEES OF HOSTELPASS. HOSTELPASS IS NOT LIABLE FOR ANYTHING THAT TAKES PLACE AT ANY HOSTEL, INCLUDING BUT NOT LIMITED TO, THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH HOSTEL OR SUPPLIER OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. HOSTELPASS HAS NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND THEIR DIRECT CONTROL, AND THEY HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY. HOSTELPASS ASSUMES NO RESPONSIBILITY FOR A HOSTEL'S COMPLIANCE WITH ANY AGREEMENTS WITH OR DUTIES TO THIRD PARTIES, APPLICABLE LAWS, RULES AND REGULATIONS.

IN NO EVENT SHALL HOSTELPASS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THIS WEBSITE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THIS WEBSITE (INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE UPON OPINIONS APPEARING ON THIS WEBSITE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS AND SERVICES OBTAINING THROUGH THIS WEBSITE; OR OTHERWISE ARISING OUT OF THE ACCESS TO, DISPLAY OF OR USE OF THIS WEBSITE) WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, CONSUMER PROTECTION STATUTES, OR OTHERWISE, AND EVEN IF HOSTELPASS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If, despite the limitation above, HostelPass is found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of HostelPass will in no event exceed, in the aggregate, the greater of (a) the fees you paid to HostelPass, Inc. for your Pass, or (b) One-Hundred Dollars (US\$100.00) or the equivalent in local currency.

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose. The limitations of liability provided in these Terms inure to the benefit of HostelPass.

INDEMNIFICATION

By agreeing to these Terms you agree to indemnify, defend, and hold harmless HostelPass, our managing members, employees, agents, affiliates, licensors, and licensees from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) on account of any claim, suit, action, demand, or proceeding made or brought against HostelPass or any such other party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with (a) your access to or use of the Services; (b) any User Content you post, upload, use, distribute, store, or otherwise transmit; (c) your violation of these Terms; (d) your violation of the rights of another, including without limitation, any intellectual property right, publicity, confidentiality, privacy, or propriety right; or (e) your violation of any statutes, codes, ordinances, laws, rules, regulations, including without limitation, all regulatory, administrative, and legislative authorities.

LINKS TO THIRD-PARTY SITES

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