

Terms & Conditions and Cancellation & Privacy Policy

Terms of Service

The following Terms And Conditions (“**Terms**”) apply to both a Visitor’s use of the xstreamtravel.com web pages, as well as use by Authorized Users who may have access to the content and features included therein (hereinafter “**Website**”). The terms “**you**” or “**your**” refer to the individuals using the Website. The terms “**we**”, “**our**” or “**us**” refer to Xstream Travel. The Agreement is an agreement between you and Xstream Travel.

I. Authorized User’s Access to the Website

Authorized Users are those who have been provided with Access Credentials and thereby are authorized to access open access areas available to all users, as well as additional features of the Website accept these Terms Of Service, as provided below. “Access Credentials” means the User Name and Password provided to a user of the non-public features of the Website.

BY USING ACCESS CREDENTIALS, YOU REPRESENT AND ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. YOU ACKNOWLEDGE THAT THESE TERMS CONSTITUTE AN AGREEMENT BETWEEN YOU AND US, AND YOUR AFFIRMATION BY USING YOUR ACCESS CREDENTIALS CONSTITUES YOUR ELECTRONIC SIGNATURE AGREEING TO THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, THEN DO NOT ACCESS THE WEBSITE OR USE THE SERVICES OR CONTENT.

II. Visitor’s Use of the Website

Visitors (anyone who has not been issued Access Credentials) are welcome to use the open access portions of the Website. This Website is offered to Visitors conditioned upon your acceptance of all of the applicable terms, conditions, and notices set forth under Section A below (collectively, the “**Agreement**”).

BY ACCESSING OR USING THE PORTIONS OF THIS WEBSITE OPEN TO VISITORS, YOU REPRESENT AND ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. YOU ACKNOWLEDGE THAT THESE TERMS CONSTITUTE AN AGREEMENT BETWEEN YOU AND US, EVEN THOUGH IT IS ELECTRONIC AND IS NOT PHYSICALLY SIGNED BY EITHER OF THE PARTIES. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, THEN DO NOT ACCESS THE WEBSITE OR USE THE SERVICES OR CONTENT.

A. General Terms and Conditions Applicable To All Users Of The Website.

This Website is intended to assist you in gathering travel information and help you with your travel industry related needs. The following provisions apply to all users of the Website, whether Visitors or those using Access Credentials.

License. Subject to your compliance with these Terms, you are granted a limited, non-exclusive, non-sub licensable, non-assignable, revocable license to access and make use of the Website in accordance with the terms and conditions of this Agreement. The

content provided to you through the Website includes all data, text, images, sounds, videos, and other content made available through the Website (collectively, “**Content**”). Any new Content added to or augmenting the Website is also subject to these Terms. With regard to any Content printed or used in any manner from this Website, all copyright, trademark and other proprietary rights notices included in the Content as presented on the Website must appear on all copies you print. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. No unlawful use.

As a condition of your use of the Website, you warrant to us that you will not use the Website for any purpose that is unlawful, or is prohibited by these Terms. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party’s use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website. You will not post or distribute any material on the Website that violates the rights of any third party.

Links To Third Party Sites/Third Party Services

The Website may contain links to other websites (“**Linked Sites**”). The Linked Sites are not under our control we are not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the Website or any association with its operators.

Warranty Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHIC IMAGES (“**CONTENT**”) INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE CONTENT HEREIN. XSTREAM TRAVEL MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE WEBSITE AT ANY TIME.

XSTREAM TRAVEL MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, OR ACCURACY OF THE CONTENT CONTAINED ON THE WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH CONTENT IS PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND. XSTREAM TRAVEL HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS CONTENT, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

YOU AGREE THAT XSTREAM TRAVEL IS IN NO WAY RESPONSIBLE FOR THE ACCURACY, TIMELINESS OR COMPLETENESS OF INFORMATION IT MAY OBTAIN FROM LINKED SITES.

Liability Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL XSTREAM TRAVEL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT

LIMITATION, DAMAGES RELATED TO: (1) LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OR PERFORMANCE OF THE WEBSITE, (2) DELAY OR INABILITY TO USE THE WEBSITE OR RELATED SERVICES, (3) PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR (4) FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TPI OR ANY OF ITS SUPPLIERS HAS 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. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

YOUR INTERACTION WITH ANY LINKED SITES ACCESSED THROUGH THE WEBSITE IS AT YOUR OWN RISK, AND TPI WILL HAVE NO LIABILITY WITH RESPECT TO THE ACTS, OMISSIONS, ERRORS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH LINKED SITES OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM YOUR INTERACTIONS WITH THE LINKED SITES.

Indemnification

You agree to indemnify, defend and hold harmless Xstream Travel, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Website or services, any user postings made by you, your violation of these Terms or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Xstream Travel reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Xstream Travel in asserting any available defenses.

Electronic Communications

Visiting the Website or sending emails to Xstream Travel constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

Minors

Xstream Travel does not knowingly collect, either online or offline, personal information from persons under the age of eighteen.

Termination/Access Restriction

Except as otherwise provided under Section B below, Xstream Travel reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice.

Choice of Law; Venue

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Texas and you hereby consent to the exclusive jurisdiction and venue of courts in Collin County, Texas in all disputes arising out of or relating to the use of the Website. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

No Joint Venture

Unless otherwise agreed in a separate writing, you agree that no joint venture, partnership, employment, or agency relationship exists between you and Xstream Travel as a result of use of the Website. Xstream Travel's performance is subject to existing laws and legal process, and nothing contained herein is in derogation of Xstream Travel's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by Xstream Travel with respect to such use. If any part of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

Unless otherwise specified herein, these Terms constitute the entire agreement between the user and Xstream Travel with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Xstream Travel with respect to the Website.

Changes to Terms

Xstream Travel reserves the right, in its sole discretion, to change the Terms under which Xstreamtravel.com is offered. The most current version of the Terms will supersede all previous versions. Xstream Travel encourages you to periodically review the Terms to stay informed of our updates.

Contact Us:

We welcome your questions or comments regarding the Terms of Service:

Email Address: support@xstreamtravel.com.

B. Terms Of Use Applicable Only To Authorized Users

The Terms included in this Section B are in addition to the Terms provided in Section A above and apply only to those users of the Website who have been issued Access Credentials by Xstream Travel. All Terms provided in Section A fully apply to and are intended to supplement the Terms stated in Section B, for Authorized Users when accessing this Website. In addition, certain areas of this Website are accessible only by Xstream Travel members. Those areas of the Website are intended to be used by our Members for purposes that may include, but are not limited to, determining the availability of travel-related goods and services, making legitimate reservations or otherwise transacting business with travel suppliers. "Specialized Travel Agent", "Specialized Travel Agents", "Travel Agent", "Travel Agents", or "Travel Agencies" refers to a Xstream Travel member travel agency and its suppliers, Specialized Travel Agent (s), and Travel Agent (s) are sometimes collectively referred to as the "Agency Entities".

License. Xstream Travel, on behalf of itself and its suppliers hereby grants you a limited, non-exclusive, non-sub licensable, non-assignable, revocable license to access

and make use of the Website for the following purposes: communicating with a Xstream Travel, travel agent, interacting with ratings and reviews, and providing user generated content, all in accordance with the terms and conditions of this Agreement. You shall not use the Website for any other purpose, including without limitation, to make any false, fraudulent or speculative reservation or any reservation in anticipation of demand. If we believe you are using the Website in an improper manner, in our sole discretion and without any liability whatsoever, without prior notice we may terminate or restrict your access to the Website at any time.

General Requirements. As a condition of your use of this Website, you represent and warrant that: (i) you are of sufficient legal age and possess the legal authority to create a binding legal obligation; (ii) you will only use this Website in accordance with this Agreement; (iii) all information supplied by you on this Website is true, accurate, complete and current, (iv) no joint venture, partnership, or employment relationship exists between you and Xstream Travel as a result of this Agreement or use of this Website, and (v) if you have an account with the Website, you will safeguard your account information, supervise, and be completely responsible for any use of your account.

Third Party Log-In. If you log-in using your credentials for another service including, without limitation, Facebook, Google, Microsoft, Yahoo! or Twitter, you may be re-directed to a sign-in request page hosted by that third-party service. By signing-in using your credentials for that service, you agree to be fully bound by all of the terms and conditions stated herein, and to the extent that you provide any information to any of these third party services, you also agree to abide by and be bound by their stated terms of use and privacy policies. You further agree that the Agency Entities may access certain information received from that service, as specified in the sign-in process, and use such information to facilitate your log-in and to provide the services to you.

LIABILITY DISCLAIMER.

THE SERVICES PROVIDED ON THIS WEBSITE, INCLUDING THE WEBSITE ITSELF AND ALL CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW. THE INFORMATION PUBLISHED ON THIS WEBSITE MAY INCLUDE INACCURACIES OR ERRORS, INCLUDING PRICING ERRORS. IN PARTICULAR, XSTREAM TRAVEL DOES NOT GUARANTEE THE ACCURACY OF, AND DISCLAIMS ON BEHALF OF ITSELF AND THE OTHER AGENCY ENTITIES ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO THE INFORMATION AND DESCRIPTION OF THE HOTEL, AIR, CRUISE, CAR AND OTHER TRAVEL PRODUCTS AND SERVICES DISPLAYED ON THIS WEBSITE (INCLUDING, WITHOUT LIMITATION, THE PRICING, PHOTOGRAPHS, LIST OF HOTEL AMENITIES, GENERAL PRODUCT DESCRIPTIONS, ETC.). IN ADDITION, XSTREAM TRAVEL EXPRESSLY RESERVES THE RIGHT TO CORRECT ANY PRICING ERRORS ON OUR WEBSITE AND/OR ON PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE. XSTREAM TRAVEL, ON BEHALF OF ITSELF, THE OTHER AGENCY ENTITIES, AND ITS AND THEIR AFFILIATES AND RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION AND ANY ASSOCIATED SOFTWARE,

PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

THE CARRIERS, HOTELS AND OTHER THIRD PARTY CONTRACTORS REFERENCED ON THIS WEBSITE ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF THE AGENCY ENTITIES. THE AGENCY ENTITIES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. THE AGENCY ENTITIES HAVE 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 EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE AGENCY ENTITIES 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 WEB WEBSITE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS, AND SERVICES OBTAINED 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, OR OTHERWISE, AND EVEN IF XSTREAM TRAVEL, ITS AFFILIATES AND/OR THEIR RESPECTIVE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If, despite the limitation above, any Agency Entities are 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 the Agency Entities will in no event exceed One-Hundred Dollars (US \$100.00) in the aggregate 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 Xstream Travel and the Agency Entities. Indemnification. You agree to defend, indemnify, and hold Xstream Travel harmless from and against any claims, actions or demands, including, without limitation, reasonable legal and professional services fees, arising or resulting from your breach of these Terms. Xstream Travel will provide you notice of any such claim, suit, or proceeding. Xstream Travel reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, in which case you agree to cooperate with any reasonable requests to assist Xstream Travel's defense of such matter.

Some states do not allow the exclusion of implied warranties or limitation of liability for

incidental or consequential damages, which means that some of the above limitations may not apply to you. In these states, our liability will be limited to the greatest extent permitted by law.

Cancellation And Termination

We reserve the right to (i) modify or discontinue, temporarily or permanently, the Website service (or any part thereof) and (ii) refuse any/all current and future use of the service, suspend or terminate your account if we believe that you have violated these Terms. We will use commercially reasonable efforts to contact you directly via email to warn you prior to suspension or termination of your account. Any suspected fraudulent, abusive, or illegal activity may be grounds for immediate termination of your use of the service and may be referred to law enforcement authorities. You agree that we are not liable to you, or any third party, for any modification, suspension or discontinuation of the service.

Cancellation Policy

Agents may cancel the Agreement within three (3) days of execution and receive a full refund of all Agent fees.

An Agent has a right to cancel, at any time, regardless of reason. Termination must be submitted in writing to the Company at its principal business address. The written notice must include the Agent's signature, printed name, address and Agent ID number. An Agent may also voluntarily cancel his or her Independent Contractor Agreement by failing to maintain the Agreement annually. The Company may also elect not to renew an Agent's Agreement.

Privacy Policy

The following Privacy Policies (hereinafter "**Policy**" or "**Policies**") apply to both a Visitor's use of the Xstreamtravel.com web pages (hereinafter "**Website**"), as well as use by Authorized Users who have access to the content and features therein. The terms "you" or "your" refer to the individuals using the Website. The terms "**we**", "**our**" or "**us**" refer to Xstream Travel.

These policies may be amended by us from time to time to reflect changes and additions we may make. Please check back for the most current version before relying on any of the provisions in this privacy policy. This privacy policy is a legally binding agreement between you and Xstream Travel.

I. Privacy Policies Applicable Only To Visitors

Visitors (meaning anyone who has not been issued Access Credentials in the form of a user name and password) are welcome to use the open access portions of the Website. BY ACCESSING OR USING THE PORTIONS OF THIS WEBSITE OPEN TO VISITORS, YOU REPRESENT AND ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE POLICIES. YOU ACKNOWLEDGE THAT THESE POLICIES CONSTITUTE AN AGREEMENT BETWEEN YOU AND US, EVEN THOUGH IT IS ELECTRONIC AND IS NOT PHYSICALLY SIGNED BY EITHER OF THE PARTIES. IF YOU DO NOT AGREE TO ALL OF THESE POLICIES, THEN DO NOT ACCESS THE WEBSITE OR USE THE SERVICES OR CONTENT.

Your privacy is important to us. In this Privacy Policy, we will share with you the type of information we gather and how we may use that information on our Website.

Collection And Use Of Information

When you visit the Website, we may collect the IP address of the device that is making the connection to the Website. We may retain this information to assist us in analyzing the behavior of Visitors as they experience our Website, to resolve problems with our network, and to administer the Website. We may also collect the following types of information provided by your device: (i) The browsing behavior of your device, as determined by tracking your IP address to certain domain names, (ii) documents downloaded by the IP address associated with your device; and (iii) other anonymous information regarding the behavior of your device on our Website.

Cookies

A cookie is small data file that is transferred to the cookie file of the web browser you are using to access our website so that we can remember who you are. We utilize “session” cookies to understand how visitors use our site and to help us improve the structure of our website. We cannot personally identify visitors in this way, and session cookies are deleted from your computer when you log off and close your browser. We also use “persistent” cookies to save your login information for future logins, store your Personal Information to more quickly and easily enable you to process transactions and to receive information from us about the services we offer on our web site in order to make your experience with us more convenient and personal. We, our affiliates and third parties may use these cookies and similar technologies for security purposes, and the delivery to you of products, services and advertising.

We may also collect information using web beacons and other similar technologies. Web beacons are electronic images that may be used in our services or emails. We may use web beacons to count visits, understand usage and advertising campaign effectiveness, and determine whether an email has been opened and acted upon. However, you always have a choice with regard to cookies. You can modify your web browser preferences to allow you to accept or reject all cookies or to notify you when a cookie is set. However, if you choose to reject all cookies, you may be unable to use certain areas of the Website. Please consult your browser instructions for information on how to modify your choices about cookies. Finally, you may delete any existing cookies manually from the hard drive of your device.

Third-Party Content and Links to Third-Party Sites

We may allow third-parties to display advertisements or other content on the Website. These third parties may also use cookies other technologies each time you view or click on or through their advertisements or content. If you only view the web pages of the Website on which the advertisements appear, no third-party cookies or other technologies will be placed on your computer; you will need to specifically interact with that advertisement or content to trigger them. As with the cookies and similar technologies used by TPI itself, these third parties may be able to compile information about where you, or others who are using your computer, viewed or clicked on the advertisements or content they display, but none of this information will be associated by us with any of your personal information.

Please note that we have no access to or control over the cookies or other tracking technologies third-parties may place on your computer. This Privacy Policy applies to the use of cookies by Xstream Travel only, and does not apply to the use of cookies or other tracking technologies by any of the third-parties.

Children’s Privacy

Xstream Travel has not designed the Website for, and does not intend for the Website to be used by, anyone under age 18. Please do not provide Personal Information to Xstream Travel if you are under age 18.

Changes to this Privacy Policy

Xstream Travel may modify this Policy, in whole or in part, at any time. We will notify you about material changes to this Policy by posting the changed terms on our Website. Any such change will be effective immediately, unless we specify otherwise.

Security

We take the need to protect your Personal Information seriously and we make commercially reasonable efforts to prevent unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that our security measures are able to completely prevent unauthorized third parties from obtaining and using your personal information for improper purposes.

Questions

Please contact us if you have any questions about Xstream Travel's privacy policy or other legal guidelines at support@xstreamtravel.com.

Cross-Border Data Transmission

Xstream Travel is headquartered in the United States of America ("USA") and all of our primary data storage and processing facilities are in that country. If you are accessing the Website from another country, please note that all data we collect will be transmitted outside of your country and into the USA, where it will reside and be processed. In addition, your data may pass through or be temporarily stored or processed in countries beyond your country and the USA. By continuing to access this Website, you explicitly consent to have your data so transmitted and stored.

II. Privacy Policies Applicable To Agency Members and Other Authorized Users.

This portion of the Privacy Policy is applicable only to the features on the Website that are available to our Member Agencies, preferred travel suppliers, and any others who have been provided Access Credentials that allow them to use this portion of the Website. The Policies stated below are in addition to the Policies stated above for Visitors, which fully apply as if set forth in this section. This Privacy Policy is intended to describe for you our treatment of Personal Information (defined below) that you may provide to us as an Authorized User of our services via the Website.

By accepting the Terms of Use through the registration process, you agree to be contractually bound by these Policies. Please note that references in this Policy to affiliates, affiliated sites, network affiliates, marketing affiliates, affiliated advertisers, and the like refer to unrelated, third-party companies and websites that are not owned or controlled by Xstream Travel, although in some cases Xstream Travel may have a contractual relationship with such third party.

Information collected by Member Agencies and Other Third-Parties

In order for Xstream Travel to provide certain services to its Member Agencies, some Member Agencies may provide Xstream Travel with information, which may include their clients' Personal Information. "Personal Information" is information that can identify you and may include some or all of the following: (i) your first and last name, (ii) home or other physical address, (iii) email address, and (iv) telephone number. We also may

request information about your clients' travel interests and preferences, marketing and contact preferences, and information concerning the clients' Member Agency, if applicable.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU HAVE OBTAINED WRITTEN CONSENT FROM YOUR CLIENTS, AND ANY OF THEIR AFFILIATES IF APPLICABLE, THAT PERMITS US TO COLLECT, SELL, OR SHARE ANY PERSONAL INFORMATION YOU PROVIDE TO US IN ACCORDANCE WITH THIS POLICY. IN ADDITION, YOU GIVE XSTREAM TRAVEL CONSENT TO AND XSTREAM TRAVEL MAY SHARE SUCH PERSONAL INFORMATION WITH ANY THIRD PARTIES WITHOUT LIMITATION; PROVIDED HOWEVER, WE DO NOT SHARE PERSONAL INFORMATION WITH OTHERS IN ANY MANNER THAT WOULD BREACH ANY WRITTEN AGREEMENT BETWEEN XSTREAM TRAVEL AND A THIRD PARTY THAT INCLUDES OBLIGATIONS CONCERNING THE NON-DISCLOSURE OF CONFIDENTIAL CONSUMER INFORMATION.

Referral Services. If you choose to use our referral service to tell a friend about our Website or travel offers on our Website, we may ask you for your friend's name, email address or other contact information. It is your responsibility to obtain consent from your friend to provide his/her information to us. We may automatically send your friend a one-time email inviting him or her to visit the Website. We store this information for the sole purpose of sending this one-time email and for tracking the success of our referral program. Your friend may contact us at 214-383-0122 or support@xstreamtravel.com to request that we remove this information from our database.

Security of Information

We take the need to protect Personal Information seriously and we make commercially reasonable efforts to prevent unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that our security measures are able to completely prevent unauthorized third parties from obtaining and using your personal information for improper purposes. You must keep secret any user name or password which is registered in connection with your use of the Website. However, electronic communication may not be secure. Please be aware of this inherent risk when requesting information or sending Personal Information to us via this Website or other electronic communication (including email, fax, and voice mail). XSTREAMTRAVEL MAKES NO WARRANTIES AS TO THE SECURITY OF YOUR ELECTRONIC COMMUNICATIONS, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR YOUR COMPUTER OR ELECTRONIC COMMUNICATIONS.

Questions? If you have any questions or concerns about this Policy or the way we collect and use your Personal Information, please feel free to call us at 214-383-0122 or write to us at support@xstreamtravel.com. Your privacy is of the utmost importance to Xstream Travel, and we welcome your feedback.