

EXHIBIT E



Terms and Conditions

Effective June 30, 2009

Welcome to Orbitz! Please read these Terms and Conditions of use carefully before using or obtaining any content, products, or services through our Web sites.

Access to and use of these Web sites is subject to acceptance of the terms and conditions below ("Terms"), which include our [Privacy Policy](#). By accessing, using or obtaining any content, products, or services through these Web sites, you agree to be bound by these terms. If you do not accept all of these terms, then please do not use these Web sites.

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1. Definitions

In this document, terms that commence with a capital letter are defined in this Section or in the preamble.

"Content" means the text, documents, information, data, articles, images, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features, and other materials that are available on the Site. "Content" also includes Marks and Products and Services.

"Mark" means trademark, trade name, service mark, trade dress, logo, custom graphics, or icon.

"Member" means an individual who has registered with the Site. Members choose a Member ID and a password.

"Member ID" means the e-mail address you use (with your password) to login to our Site.

"Orbitz" or **"we"** means Orbitz, LLC, and its subsidiaries and affiliates.

"Products and Services" means the airline travel, hotel accommodation, car rental, ground transportation, tours, theater tickets, attractions, travel insurance, OrbitzTLCSM Alerts, and other items available through the Site.

"Provider" means Orbitz's licensors, suppliers, information providers, and travel and leisure service providers.

"Book" means to reserve.

The terms "Site," "Marks," "Content," and "Products and Services" do not include the sites, marks, content, products or services that are provided by third parties, and that are available through a link from the Site. **Their use is subject to the terms set forth by their respective owners or operations, on the third party's Web site.**

"Site" means this Web site and any respective subsites, together with the respective Content, Marks, Products and Services available from this Site and any subsites.

"Exclusive" offers are exclusive to Orbitz and its affiliated companies

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2. Scope and Terms

Site

These Terms govern your use of all Content, Products or Services available through the Site. You agree to be bound by these Terms, and to use the Site in strict compliance with all applicable laws, rulings and regulations, and in a manner that does not negatively reflect on the goodwill or reputation of Orbitz and its Providers.

Additional Terms

Additional terms, including [Travel Services Terms and Conditions](#) may apply when you Book Products or Services, or when you participate in sweepstakes, raffle, or other promotions. For example, airlines have contracts of carriage, hotels have cancellation policies, and sweepstakes are subject to rules. These additional terms are found in the area of the Site where you will Book a Product or Service, or where you will register for a sweepstakes.

You agree to abide by the terms and conditions of imposed by any Provider, including payment of all amounts when due, and compliance with all rules and restrictions regarding the availability of products or services.

Examples of additional terms are provided below. There may be other terms, for example if we organize a promotion. You are responsible for reviewing the forms that you fill out when you Book Products or Services, or participate in sweepstakes, raffle or other promotions.

- [Orbitz Attractions & Services Terms and Conditions](#)
- [Orbitz Package Terms and Conditions](#)
- [Orbitz Affiliate Program-Terms and Conditions](#)
- [Best Price Guarantee Terms and Conditions](#)
- [Airline Ticket Terms and Conditions](#)
- [Air Fares, Taxes and Fees](#)
- [Orbitz User Rules for Interactive Features](#)

Age restriction

Minors (as defined under the laws of their jurisdiction or residence) are not eligible to register for, use or Book the Products or Services available on the Site.

Responsible party

You are responsible for maintaining the secrecy of your Member ID and password. This is essential to protect the confidentiality of any information that may be stored in [My Stuff](#) folder. In addition, you will be financially accountable for all use of our Site by you and anyone using your password and login information.

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3. Use of the Site

License

Orbitz grants you a limited, personal, nontransferable, non-sublicensable, revocable license to access and use the Site only as expressly permitted in these Terms. Except for this limited license, we do not grant you any other rights or license with respect to this Site; any rights or license not expressly granted herein are reserved.

Unless we have granted you permission in advance and in writing, you may use the Site only for your personal, non-commercial use, and not to provide services to a third party.

No Copy, Distribution, or Sale

You may download, display, or print one (1) copy of any portion of the Content.

If you do so, you may not modify the Content in any way, and you must reproduce the Orbitz copyright notice (or the Provider's notice as applicable) in the form:

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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 Site, or other framing technique to enclose any portion or aspect of the Site, or mirror or replicate any portion of the Site;
- Modify, translate into any language or computer language, or create derivative works from, any Content or any part of this Site;

- Reverse engineer any part of this Site; or
- Sell, offer for sale, transfer, or license any portion of the Site in any form to any third parties

Other Limitations

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

- Use any robot, spider, other automatic device, or manual process to monitor Content;
- Use the Site other than to make legitimate reservations or bookings;
- Use the Site to make any false, fraudulent or speculative reservation, or any reservation in anticipation of demand;
- Imply in any fashion that Orbitz is endorsing your products or services;
- Place false or misleading information on the Site;
- 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.
- Use or access the Site in any way that, in our reasonable judgment, adversely affects the performance or function of the Site, or any other computer systems or networks used by Orbitz, other Site users or members;
- Upload or transmit to the Site 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 Site, or appropriate the Site 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 Site.

Member ID and Password

Access to certain areas of the Site 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

Orbitz, 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 Site, even if access continues to be allowed to others. Upon such termination or suspension, you must immediately discontinue use of the Site, and destroy any copy you have made of any portion of the Site. Accessing the Site after such termination, suspension, or discontinuation shall constitute an act of trespass. Orbitz shall not be responsible to you to such suspension or termination.

Changes

Any aspect of the Site may be changed, supplemented, deleted, updated, discontinued, suspended, or modified at any time, and without prior notice to you. However, we make no commitment to update the information contained on this Site. You agree that Orbitz shall not be liable to you for any delay or other damages that might result from such modification, suspension, or discontinuance.

We may also, at any time, change or impose fees for certain services, or establish or change general practices and limits concerning certain services. We may also modify these Terms, as provided in [Modifications](#)

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4. Privacy and Security

Your use of the Site 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 is also your consent to the information practices in our Privacy Policy.

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5. Services and Content

Availability

We will use our reasonable commercial efforts to keep our Site available on a 24-hour/7-day-a- week basis, subject to necessary scheduled downtime for maintenance, unscheduled maintenance, and system outages. We cannot promise that access to the Site will be uninterrupted or available at all times. We assume no liability or responsibility for any delay, interruption, or downtime.

Content

The Content is intended for information purposes only. Although we exercise reasonable efforts to ensure their quality and accuracy, there might be errors, or the information provided may not be complete, current, or applicable to your particular situation. Further, information provided regarding the service, amenities, products, etc. have been provided to us by the vendor. We assume no liability or responsibility for any errors or omissions. You are responsible for evaluating the accuracy, completeness, and usefulness of any opinion, advice, or other content available through the Site or obtained from a linked site.

You should not take any action based on information on this Site until you have received a confirmation of your transaction. We send confirmations within 24 hours of your Booking. If you have not received a confirmation of your booking via e-mail, first look into your "spam" or "junk" folder to verify that it has not been misdirected, and if still not found, please contact our customer service department. The [Contact Information](#) is provided below.

Viruses

We make reasonable attempts to exclude viruses from the Site, but cannot ensure that the Site will be at all times free from viruses or other destructive software. You are urged to take appropriate safeguards before downloading information from the Site. We assume no responsibility for any damages to computer equipment or other property that may result from use of the Site or downloading anything from the Site.

International Travel

Although most travel, including travel to international destinations is completed without incident, travel to certain destinations may involve greater risks than others. We urge you to review and evaluate travel prohibitions, warning, announcements, and advisories issued by the government and the aviation administration before booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at our [Traveler Update](#) section, which provides country specific information, information of rules, warnings, visa requirements, etc. as well as on public sites, such as www.state.gov, www.tsa.gov, www.dot.gov, www.faa.gov, www.cdc.gov, www.treas.gov/ofac, and www.customs.gov

By offering for sale travel to particular international destinations, Orbitz does not represent or warrant that travel to such point is advisable or without risk. Orbitz does not accept liability for damages, losses, or delays that may result from improper documents for entry, exit, length of stay, or from travel to such destinations.

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6. Links to third party sites

Outbound Links

For your convenience, our Site provides links to other sites. When you click on one of these links, you are leaving our site and entering another site. We are not responsible for such third party Web sites.

You should carefully review the terms and conditions of use of these sites, because these terms will apply to your visit to these other sites.

Inbound Links

We welcome links from a third party site to our Site, through a plain text link, provided that (a) you discontinue providing a link to our Site if so requested by Orbitz; (b) you do not imply in any fashion that Orbitz is endorsing any of your products or service or is affiliated with you, (c) you do not present Orbitz in a false light, or provide misleading or false information about Orbitz, or its Site or Services, (d) you do not remove or obscure the copyright notices, or other notices on this Site; (e) you do not use any Mark of Orbitz; and (f) you do not replicate, frame or mirror the content of the Site. We reserve the right to require you to remove links to the Site, in our sole discretion.

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7. Intellectual Property

Ownership rights

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Your Comments and Submissions

Any communications or materials you transmit to Orbitz, through the Site, by electronic mail or otherwise, including any data, question, comments, rating of a property or attraction, suggestion, idea, or the like ("Communications or Materials") will be treated as non-confidential and non-proprietary. By voluntarily submitting to us, or by posting on the Site any Communications or Materials, you grant Orbitz, and all users of the Site, a worldwide, non-exclusive, royalty free, perpetual, irrevocable, and fully sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from distribute, and display such Communications or Materials in any form, media or technology. We assume no responsibility for any Communications or Materials posted or submitted, or for the return or such Communications or Materials. We want your feedback and appreciate your ideas and suggestions, but we are unable to answer every comment individually.

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8. Fees

Orbitz may charge a fee for the service it provides when you book or reserve travel services, or accommodations through the Site. Any such service fee is non-refundable. In addition, you will be responsible for all charges, fees, duties, taxes, and assessment arising out of your use of the Products and Services available from the Site.[return to top](#)

9. Disclaimer of Warranty

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10. Limitation of Liability

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If, despite the limitation above, Orbitz or a Provider is found liable for any loss or damage which arises out of or is in any way connected with any of the occurrences described in the limitation above, then Orbitz and the Providers' liability will in no event exceed, in total, the sum of US\$250.00. Some states do not allow the limitation of liability, so the limitations above may not apply to you.

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11. Indemnification

You agree to defend and indemnify Orbitz and any Provider, and each of their respective officers, directors, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, in excess of the liability described above, in any action filed or commenced by any third party against Orbitz as a result of (1) your breach of these Terms or the documents made part of these Terms by reference, (2) your violation of any law or the rights of a third party or (3) your use of our Site.

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12. Travel Services Terms and Conditions

Reservations and bookings

You agree to abide by the terms and conditions of booking imposed by any supplier with whom you elect to deal. A supplier that is an air carrier is required to make available to the public the terms of its contract of carriage, and we make available the fare rules for all air carrier tickets before booking.

The circumvention of an air carrier's rules, including practices such as back-to-back ticketing (booking two or more tickets with overlapping travel dates in order to circumvent minimum stay requirements) and hidden-city ticketing (booking tickets including segments which the booker does not intend to use in order to circumvent an air carrier's pricing structure), is prohibited by many air carriers. The use of prohibited ticketing practices may result in the air carrier taking actions including the cancellation of the ticket, denied boarding, revocation of frequent flier miles and other benefits, additional charges to the booker's credit card, additional charges collected at the airport, or future invoicing.



You are responsible for ensuring that your bookings abide by the terms and conditions of bookings imposed by any supplier with whom you elect to deal, including terms and conditions of booking set forth in an air carrier's fare rules or contract of carriage.

Neither Orbitz nor the FAA, nor any provider of air traffic data makes any promises or guarantees as to the accuracy, completeness, or adequacy of any delay or other air traffic management information on this site, and Orbitz and the FAA expressly disclaims liability for any errors and omissions.

States in which Orbitz is required to hold a License to Sell Travel Services

*California: CST 2063530-50

*REGISTRATION AS A SELLER OF TRAVEL DOES NOT CONSTITUTE APPROVAL BY THE STATE OF CALIFORNIA. CALIFORNIA LAW REQUIRES CERTAIN SELLERS OF TRAVEL TO HAVE A TRUST ACCOUNT OR BOND. ORBITZ HAS A BOND ISSUED BY ZURICH NORTH AMERICA IN THE AMOUNT OF \$50,000. ORBITZ IS NOT A PARTICIPANT IN THE TRAVEL CONSUMER RESTITUTION FUND (TCRF).

For any question related to refunds, please contact Orbitz Customer Service at 1-888-656-4546  (within the United States) or 312-416-0018  (outside the United States).

Hawaii: TAR-5627

Iowa: 644

Nevada 2003-0387

*STATE OF NEVADARECOVERY FUND FOR CONSUMERS DAMAGED BY SELLERS OF TRAVEL



You may be eligible for payment from the Recovery Fund if you have paid money to a seller of travel registered in the State of Nevada for the booking of travel services or a vacation certificate and you have suffered certain financial damages as a result of the transaction. To obtain information relating to your rights

under the Recovery Fund and the filing of a claim for recovery from the Recovery Fund, you may contact the NEVADA CONSUMER AFFAIRS DIVISION OF THE DEPARTMENT OF BUSINESS AND INDUSTRY AT THE FOLLOWING LOCATIONS:

- **SOUTHERN NEVADA:**
- 1850 East Sahara Avenue, Suite 101
- Las Vegas, Nevada 89104
- Phone: 702-486-7355 
- Fax: 702-486-7371 
- E-mail: ncad@fyiconsumer.org

NORTHERN NEVADA:

4600 Kietzke Lane, Building B, Suite 113
Reno, Nevada 89502

- Phone: 775-688-1800 
- Fax: 775-688-1803 
- E-mail: renocad@fyiconsumer.org

Washington 602-102-724

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13. Disputes

The laws of the State of Illinois (USA), without regard to its conflict of law rules, will govern these Terms. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and Conditions. If you take any legal action relating to your use of our site or these Terms, you agree to file such action only in the state and federal courts located in Cook County, Illinois (USA). In any such action or any action we may initiate, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to costs, both taxable and non-taxable, and reasonable attorneys' fees.

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14. General

Your acceptance of these Terms, and your use of the Site do not create a joint venture, partnership, employment, or agency relationship with us. You may not assign, delegate, or transfer your rights or obligations under these Terms. If we fail to act with respect to your breach or anyone else's breach on any occasion, we are not waiving our right to act with respect to future or similar breaches. If a court finds any of these Terms to be unenforceable or invalid, that Term will be enforced to the fullest extent permitted by applicable law and the other Terms will remain valid and enforceable. The headings in these Terms are for your convenience and reference; they do not limit or affect these Terms. These Terms, together with those items made a part of these terms by reference, make up the entire agreement between us relating to your use of our site, and replaces any prior understandings or agreements (whether oral or written) regarding your use of our site.

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15. Provisions of these Terms and Conditions

Prior Terms and Conditions

These Terms supersede any prior Orbitz Terms and Conditions relating to the use of the Site that were displayed on this Site before the date stated above. Unless specifically provided, they do not supersede the Additional Terms for carriage, awards, attractions provided elsewhere in this Site.

Modifications

We may modify, revise or update these Terms and/or the Privacy Policy, at any time, by updating this posting. You should visit this page from time to time to review the then-current Terms, because they are binding on you. Your continued use of our site, following the posting of conspicuous notice of any modification, will be subject to the Terms in effect at the time of your use. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages of this Site.

Written documents

You may preserve these Terms in written form by printing them for your records, and you waive any other requirement that these Terms be evidenced by a written document.

Electronic Notification

To the extent that we may need to contact you, you agree that we may do so via any electronic means, included but not limited to communication posted on the Site, electronic mail, or instant messaging.

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16. Contact Information



If you have any questions or concerns about these Terms or if you need further assistance with respect to access to or use of the Site or the services offered by Orbitz, you may contact our Customer Service department as indicated below. We will attempt to respond to your questions or concerns promptly after we receive them. **E-mail:**

customerrelations@orbitz.com

Mailing address:

Customer Service, Orbitz, LLC
500 West Madison Street, Suite 1000
Chicago, IL 60661

Telephone:

- 1-888-656-4546  (within the United States)
- 1-312-416-0018  (outside the United States)

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