

EXHIBIT 2

1 UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF MASSACHUSETTS

3 Docket No. 05-40170 FDS

4 STEPHANIE HOFER and
5 DOUGLAS HOFER
6 Plaintiffs

COPY

7 vs.

8 THE GAP INC., EXPEDIA, INC.,
9 and TURTLE BEACH TOWERS,
10 Defendants

11 Fort Lauderdale, Florida
12 October 17, 2006
13 10:00 o'clock a.m.

14 APPEARANCES:

15 THE LAW OFFICES OF RUSSO & MINCHOFF, P.A.
16 BY: INDIA L. MINCHOFF, Esquire
17 BY: STEVEN KUZMAN, Esquire
18 Appearing on behalf of the Plaintiffs.

19 THE LAW OFFICES OF BURNS & LEVENISON, P.A.
20 BY: LAWRENCE GREEN, Esquire
21 Appearing on behalf of the Defendant, Expedia.

22 THE LAW OFFICES OF SULLIVAN, WARD et al, P.D.
23 BY: DAVID LAFARGA, Esquire
24 Appearing on behalf of the Defendant, The Gap

25 ALSO PRESENT:

LAURA VEGLIA, Company representative for Expedia.

DEPOSITION

OF

JILL KNAACK

I-N-D-E-X

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

DATE	PROCEEDINGS	PAGES
10/17/06	Deposition	1 - 37

Witness	Direct
Jill Knaack	3

E-X-H-I-B-I-T-S

Plaintiff	Page
No. 1	5
No. 2	6
No. 3	18
No. 4	22

1 The deposition of JILL KNAACK was taken by
 2 me, Lisa Greenwell, a Notary Public for the State
 3 of Florida at Large, at the Pelican Grant Beach
 4 Resort, 2000 North Ocean Boulevard, Suite 706, in
 5 the City of Fort Lauderdale, County of Broward, in
 6 the State of Florida beginning at the hour of
 7 10:00 a.m., the 17th day of October, 2006, on
 8 behalf of the Plaintiffs in the above-entitled
 9 action pending in the above-named court.

10
11 Thereupon,

12 JILL KNAACK

13 having been first duly sworn, was examined and
14 testified upon her oath as follows:

15 DIRECT EXAMINATION

16 BY MR. KUZMAN:

17 Q. Would you please state for the record
18 your full name.

19 MR. KUZMAN: By the way,
20 stipulations, objections.

21 MR. GREEN: Why don't we have the
22 usual stipulations; all objections except
23 as to form of question are reserved until
24 time of trial. Motions to strike are
25 reserve until time of trial.

1 We'll have the witness read and sign
2 the transcript of the depositions. If it's
3 not signed within thirty days of my
4 receipt, it will be deemed to be signed.
5 We'll waive notification of filing.

6 MR. KUZMAN: That's fine.

7 MR. GREEN: And Mr. Kuzman, maybe
8 helpful before we formerly begin, just to
9 verify since there are three people here
10 responding to one deposition notice, who's
11 testifying on what topic.

12 MR. KUZMAN: What I was going to do
13 is get her name on the record first, have
14 the amended notice of taking deposition
15 marked for the record, and then put into
16 the record who's being produced or
17 designated by the corporation pursuant to
18 the notice of taking depositions,
19 specifically the areas of inquiry.

20 MR. GREEN: That's fine.

21 BY MR. KUZMAN:

22 Q. So with that being said, please state
23 your full name.

24 A. Jill Desiree Knaack.

25 MR. KUZMAN: Can I have this marked

1 please.

2 (Thereupon, Plaintiff's Exhibit
3 Number 1 was marked into Evidence.)

4 BY MR. KUZMAN:

5 Q. Miss Knaack, I'm going to show you
6 and your attorney an amended notice of taking
7 deposition. And first, I'm going to ask you if
8 you ever seen that?

9 A. No.

10 MR. KUZMAN: And Mr. Green, why
11 don't we, for the record, indicate who
12 you're producing today pursuant to the
13 areas of inquiry as stated in Schedule A.

14 MR. GREEN: All right. For the
15 record, my understanding is that this an
16 amended notice of deposition that just came
17 out on, ah, October 16th. I have not seen
18 this before today, but I assume, um,
19 Mr. Kuzman, that this -- the topics are the
20 same topics as in the original notice?

21 MR. KUZMAN: The topics are the same.
22 The amended notice of taking deposition was
23 simply changed to reflect the date and
24 place and time of the deposition.

25 MR. GREEN: Yes, thank you. That's

1 my --

2 MR. KUZMAN: So this would be as
3 served before topics 1 through 11.

4 MR. GREEN: All right. And just for
5 the record, our office had filed and served
6 a response to the original notice of
7 deposition in which we interposed
8 objections to a number of topics. And I
9 will ask that this be marked as Exhibit 2
10 for the record.

11 (Thereupon, Plaintiff's Exhibit
12 Number 2 was marked into Evidence.)

13 MR. GREEN: But for the record, I
14 will represent that we have agreed to
15 produce witnesses in response to three
16 topics. The first topic is in response to,
17 ah, area Number 1, all contracts,
18 documents, records, etc, between Expedia
19 and Turtle Beach Towers.

20 We interpose an objection, but we
21 stated that we would produce a designee as
22 to the relevant contract and the relevant
23 communications between Expedia and Turtle
24 Beach Towers, and we have produced relevant
25 contract and relevant communications.

1 Laura Vegila will be the representative on
2 that topic.

3 Second, we are producing someone in
4 response to area Number 5 which, in
5 essence, asked about any and all
6 inspections. We, again, object on that,
7 but we did say that we'd produce a designee
8 as to the one company visit, and we use the
9 word visited because it was a visit and not
10 an inspection to Turtle Beach Towers, and
11 that is Nashara Frazier who will be
12 prepared to testify in that. She is the
13 official designee with respect to that one
14 visit.

15 To the extent, Mr. Kuzman, if you
16 have any questions relating to any other
17 visits, and there weren't any, but as to
18 our procedures for determining there were
19 no other visits, then Mrs. Vegila would
20 also be the designee on that topic.

21 And finally in response to area nine
22 which asked about disclaimers, expressed
23 or implied on the web site, we are
24 producing Jill Knaack for that.

25 And if I could ask that our response

1 be formerly marked as Exhibit 2 please.

2 Thank you.

3 MR. KUZMAN: Just so I'm clear, maybe
4 we can save some time, it's Expedia's
5 position that there were no visits to the
6 subject property, Turtle Beach Towers or
7 inspections conducted at Turtle Beach
8 Towers at any point in time until
9 Mrs. Frazier's visit to the property which
10 occurred after the accident in question?

11 MR. GREEN: That's correct.

12 MR. KUZMAN: Is that correct?

13 MR. GREEN: That's correct.

14 MR. KUZMAN: And as to the other
15 areas of inquiry designated in Schedule A
16 that would be 2, 3, 4, 6, 7, 8, 10 and 11,
17 Expedia's maintaining an objection as
18 stated in Exhibit Number 2, is that
19 correct?

20 MR. GREEN: That's correct.

21 MR. KUZMAN: And given that, we would
22 be suspending each of the depositions at
23 the end subject to filing whatever motions
24 we feel are appropriate, to compel those
25 documents, as well as a person to testify

REDACTED

1 regarding those designated areas.

2 MR. GREEN: And I understand that
3 you're reserving your rights. I would just
4 state for the record that we would object
5 to any reservation of rights and that we
6 interposed our objection a month ago.

7 And as far as we're concerned, you
8 had every ability, if you didn't agree with
9 the objections, to go into court before
10 now.

11 BY MR. KUZMAN:

12 Q. Back to you. What's your address?

13 A. Home or business?

14 Q. Home.

15 A. [REDACTED]

16 [REDACTED] Tacoma, Washington, 98444.

17 Q. What is your business address?

18 A. 3150 139th Avenue SE, Bellevue,
19 Washington, 98005.

20 Q. Who do you presently work for?

21 A. Expedia, Inc..

22 Q. When did you first begin work for
23 Expedia, Inc.?

24 A. February of 2002.

25 Q. What was your initial position with

1 A. I am not asking him to answer the
2 question. I --

3 MR. GREEN: He's asking if you have
4 personal information as to how that was
5 derived.

6 THE WITNESS: It's common knowledge.
7 We know that. We own other web sites. We
8 own other travel web sites.

9 BY MR. KUZMAN:

10 Q. All right. Let me ask you this,
11 specifically, was it common knowledge that you
12 know that there's well over 100,000 travel related
13 product and service providers?

14 A. Yes.

15 Q. Okay. The travel related product and
16 service providers, what do you mean by that?

17 A. Service providers could be a vendor
18 that we work with that provides the water taxi
19 here in Fort Lauderdale. We sell that on our web
20 site. It could be any service that would be
21 provided on our web site.

22 Q. Would it also include hotels that you
23 advertise on web sites?

24 A. Yes. We have -- we sell hotels. So
25 it's well over any travel related product.

1 Q. So in other words, would Turtle Beach
2 Towers be one of those 100,000?

3 A. Yes, it would be.

4 Q. That answer to interrrogatory and in
5 your answer at todays deposition, you made mention
6 of a web site "terms, conditions and notices"?

7 A. Hm-hum, correct.

8 Q. Correct?

9 A. Correct.

10 Q. I'm going to mark the next exhibit as
11 Exhibit 4 and ask you, and I'll show this to your
12 attorney, and ask you if that's what you're
13 referring to?

14 (Thereupon, Plaintiff's Exhibit
15 Number 4 was marked into Evidence.)

16 THE WITNESS: Yes, it is.

17 BY MR. KUZMAN:

18 Q. Let me just ask you, the executive
19 customer service desk that you just referred to,
20 what happened to that department?

21 A. When they created the customer
22 advisory department, that took over the duties of
23 the executive service department.

24 Q. Was there a reason why that was
25 changed into a new department?

1 A. They -- from what I understand,
2 wished to bring a conglomerate of many departments
3 that could be handled as one instead of many and
4 they made them into one department.

5 Q. If you could, just identify Exhibit
6 Number 5 please. Is that 4? Four?

7 A. Four. This is the Expedia, Inc. web
8 site terms, conditions and notices.

9 Q. Is this the terms, conditions and
10 notices that existed in year 2004?

11 A. Yes, it is.

12 Q. Familiar with the substance of the
13 terms, conditions and notices?

14 A. Yes, I am.

15 Q. Do you know who drafted the terms,
16 conditions and notices that we've marked as
17 Exhibit 4?

18 A. No, I do not.

19 Q. When was the first time you saw this
20 document?

21 A. It would have been when I started in
22 2002. So it would have been similar to this in
23 2002.

24 Q. Do you know whether it's changed at
25 all since 2002?

1 A. Ah, this documents here is copyright
2 2003 and I believe our most recent is on our web
3 site now is copyright 2004 or 2005. I am not sure
4 of the exact date.

5 Q. So the one that's on the web site now
6 is the same exact one as what we have designated
7 as Exhibit 4?

8 A. It's not the same exact, no.

9 Q. How has it changed?

10 A. Um, there are some other changes.
11 I'm not entirely sure of them, but it remains
12 relatively the same.

13 Q. How is it that you were aware of this
14 document as being in existence in 2002?

15 A. That's when I began work for Expedia
16 and I read through the documents that I had
17 knowledge of it.

18 Q. So you read through the documents.
19 What documents would you --

20 A. It would have been on our web site.
21 So I read through the terms and conditions on our
22 web site as I was working as a customer
23 representative.

24 Q. Was that part of your training?

25 A. No. It was knowledge I took on for

1 myself.

2 Q. Have you ever read this entire
3 document on the web site?

4 A. Yes.

5 Q. When does it appear, as someone is
6 using the Expedia web site, when does it appear,
7 when a persons tried to book a trip?

8 A. It appears before they can create an
9 account on Expedia.

10 Q. Before they can create an account?

11 A. Yes.

12 Q. Can they browse the web site before
13 the terms, conditions and notices document pops up
14 on the web site?

15 A. Yes, they can.

16 Q. And is there -- Is it fair to say
17 when someone books a trip on Expedia.com, that
18 they have to assent to each and every term listed
19 on the terms, conditions and notices?

20 A. Yes.

21 Q. Has Expedia ever done any research,
22 as far as you know, as to how many people get to
23 the point of creating an account or book their
24 trip and they refuse to accept the terms,
25 conditions and notices as depicted on Exhibit 4?

1 A. Not that I know of, no.

2 Q. Is there anything in the terms,
3 conditions and notices that prohibits a client or
4 customer of Expedia from booking a trip in the
5 name of another individual besides the one who is
6 actually booking the trip?

7 A. No.

8 Q. Is that fair to say that that's done
9 on a regular basis?

10 A. It is done on a regular basis? Yes.

11 Q. Do you know why you were the
12 individual selected to answer the interrogatories?

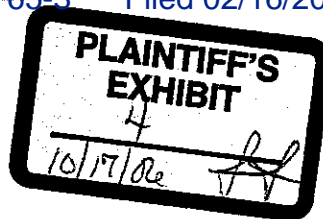
13 A. From my understanding, it's because I
14 understand the terms and conditions and because I
15 did do -- um, because of my position with the
16 customer advise department.

17 Q. In 2005, how many individuals work in
18 that department?

19 A. When that department first began,
20 2005, there were approximately 40 representatives
21 and that's rough. I don't know the exact number.

22 Q. And you were the individual who was
23 most familiar with the terms, conditions and
24 notices and understood them?

25 A. Correct.



Welcome - Already a member? [Sign in](#)

[My Itineraries](#) [My Account](#) [Customer Support](#)

Expedia, Inc. Web Site Terms, Conditions, and Notices

[Return to previous page](#)

- [Travel Alerts](#)
- [Flight Status](#)
- [Airport Information](#)
- [Get deals via e-mail](#)
- [Currency Converter](#)
- [Driving Directions](#)
- [Weather](#)
- [Passport Information](#)

OPTIONS

- [Previous page](#)

AGREEMENT BETWEEN CUSTOMER AND EXPEDIA, INC.

This Web site is offered to you, the customer, conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of this Web site constitutes your agreement to all such terms, conditions, and notices.

PERSONAL AND NONCOMMERCIAL USE LIMITATION

This Web site is for your personal and noncommercial use. The content and information on this Web site (including, without limitation, price and availability of travel services), as well as the infrastructure used to provide such content and information, is proprietary to Expedia, Inc. or its suppliers and providers. Accordingly, as a condition of using this Web site, you agree not to use this Web site or its contents or information for any commercial or non-personal purpose (direct or indirect). While you may make limited copies of your travel itinerary (and related documents) for travel or services purchased through this Web site, you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or resell any information, software, products, or services obtained from this Web site. In addition, whether or not you have a commercial purpose, you agree not to:

- (i) access, monitor or copy any content or information of this Web site using any robot, spider, scraper or other automated means or any manual process for any purpose without express written permission of Expedia, Inc.;
- (ii) violate the restrictions in any robot exclusion headers on this Web site or bypass or circumvent other measures employed to prevent or limit access to this Web site;
- (iii) take any action that imposes, or may impose, in the discretion of Expedia, Inc., an unreasonable or disproportionately large load on the Expedia, Inc. infrastructure; or
- (iv) deep-link to any portion of this Web site (including, without limitation, the purchase path for any travel services) for any purpose without express written permission of Expedia, Inc.

COPYRIGHT AND TRADEMARK NOTICES

All contents of this Web site are: ©2003 Expedia, Inc., 13810 SE Eastgate Way, Suite 400, Bellevue, WA 98005 USA. All rights reserved. Expedia, Expedia.com, Price Matcher, Don't Just Travel, Travel Right, Travelscape, Travelscape.com, and the Airplane Logo are either registered trademarks or trademarks of Expedia, Inc. Other product and company names mentioned herein may be the trademarks of their respective owners.

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PUBLISHED ON THIS WEB SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. IN PARTICULAR, EXPEDIA, INC. AND ITS AFFILIATES DO NOT GUARANTEE THE ACCURACY OF, AND DISCLAIM LIABILITY FOR INACCURACIES RELATING TO THE INFORMATION AND DESCRIPTION OF THE HOTEL, AIR, CRUISE, CAR AND OTHER TRAVEL PRODUCTS DISPLAYED ON THIS WEBSITE (INCLUDING, WITHOUT LIMITATION, PHOTOGRAPHS, LIST OF HOTEL AMENITIES, GENERAL PRODUCT DESCRIPTIONS, ETC.) MUCH OF WHICH INFORMATION IS PROVIDED BY THE RESPECTIVE SUPPLIERS. HOTEL RATINGS DISPLAYED ON THIS WEBSITE ARE INTENDED AS ONLY GENERAL GUIDELINES, AND EXPEDIA, INC. AND ITS AFFILIATES DO NOT GUARANTEE THE ACCURACY OF THE RATINGS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. EXPEDIA, INC., ITS AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES ON THIS WEB SITE AT ANY TIME.

EXPEDIA, INC., ITS AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES CONTAINED ON THIS WEB SITE FOR ANY PURPOSE, AND THE INCLUSION OR OFFERING FOR SALE OF ANY PRODUCTS OR SERVICES ON THIS WEB SITE DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICES BY EXPEDIA, INC. OR ITS AFFILIATES. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. EXPEDIA, INC., ITS AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

THE CARRIERS, HOTELS AND OTHER SUPPLIERS PROVIDING TRAVEL OR OTHER SERVICES FOR EXPEDIA, INC. ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF EXPEDIA, INC. OR ITS AFFILIATES. EXPEDIA, INC. AND ITS AFFILIATES 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. EXPEDIA, INC. AND ITS AFFILIATES 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.

IN NO EVENT SHALL EXPEDIA, INC., ITS AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THIS WEB SITE OR WITH THE DELAY OR INABILITY TO USE THIS WEB SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS WEB SITE, OR OTHERWISE ARISING

OUT OF THE USE OF THIS WEB SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF EXPEDIA, INC., ITS AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS HAVE 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.

INDEMNIFICATION

You agree to defend and indemnify Expedia, Inc., its affiliates, and/or their respective suppliers and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by

- (i) you or on your behalf in excess of the liability described above; or
(ii) by third parties as a result of

- (a) your breach of these Web Site Terms, Conditions and Notices or the documents referenced herein;
(b) your violation of any law or the rights of a third party; or
(c) your use of this Web site.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of this Web site, you warrant that you will not use this Web site for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

LINKS TO THIRD-PARTY SITES

This Web site may contain hyperlinks to Web sites operated by parties other than Expedia, Inc. Such hyperlinks are provided for your reference only. Expedia, Inc. does not control such Web sites and is not responsible for their contents or your use of them. Expedia, Inc.'s inclusion of hyperlinks to such Web sites does not imply any endorsement of the material on such Web sites or any association with their operators.

SOFTWARE AVAILABLE ON THIS WEB SITE

Any software that is made available to download from this Web site ("Software") is the copyrighted work of Expedia, Inc., its affiliates, and/or their suppliers. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies, or is included with, the Software ("License Agreement"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms.

For any Software not accompanied by a License Agreement, Expedia, Inc. hereby grants to you, the user, a personal, nontransferable license to use the Software for viewing and otherwise using this Web site in accordance with these terms and conditions and for no other purpose.

Please note that all Software, including, without limitation, all HTML code and Active X controls contained on this Web site, is owned by Expedia, Inc., its affiliates, and/or their suppliers, and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT.

You acknowledge that the Software and any accompanying documentation and/or technical information are subject to applicable export control laws and regulations of the USA. You agree not to export or reexport the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

TERMS, CONDITIONS AND WARRANTIES

Tax Recovery Charge

The tax charge on Expedia Special Rate hotel and car transactions is a recovery of all applicable transaction taxes (e.g. sales and use, occupancy, room tax, excise tax, value added tax, etc) that Expedia Travel pays to the vendors (e.g. hotels, car suppliers, etc.) in connection with your travel arrangements.

Expedia Travel is not the vendor collecting and remitting said tax to the applicable tax authorities. The vendors bill all applicable taxes to Expedia Travel and Expedia Travel remits such tax directly to the vendor. Expedia Travel is not a co-vendor associated with the vendor with whom we book or reserve our customer's travel arrangements.

Taxability and the appropriate tax rate vary greatly by location. Expedia Travel's actual tax cost paid to the vendor may vary from the tax recovery charge, depending upon the rates, taxability, etc. in effect at the time of the actual use of the hotel, automobile, etc. by our customer.

Expedia Travel does not incur the cost of sales tax from vendors located in Alaska, Delaware, Montana, New Hampshire and Oregon as these states do not impose a sales tax. Also, certain jurisdictions impose a hotel occupancy tax or other type of transaction tax upon the renting of a hotel room, an automobile, etc. The type of tax charged by the vendor will vary by service and location.

Service Fee

These fees cover the costs incurred by Expedia Travel in servicing your travel reservation.

Travel Destinations

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. Expedia, Inc. urges passengers to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to 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 www.state.gov, www.tsa.gov, www.dol.gov, www.faa.gov, www.cdc.gov, www.treas.gov/ofac and www.customs.gov.

BY OFFERING FOR SALE TRAVEL TO PARTICULAR INTERNATIONAL DESTINATIONS, EXPEDIA, INC. DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

SERVICE HELP

[Click here](#) for help with questions or problems with this Web site.

MODIFICATION OF THESE TERMS AND CONDITIONS

Expedia, Inc. reserves the right to change the terms, conditions, and notices under which this Web site is offered and you agree to accept and be bound by those terms, conditions, and notices that are in effect at the time of your use of Expedia's Website and facilities.

GENERAL

This agreement is governed by the laws of the State of Washington, USA. You hereby consent to the exclusive jurisdiction and venue of courts in King County, Washington, USA, in all disputes arising out of or relating to the use of this Web site. Use of this Web site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Expedia, Inc. as a result of this agreement or use of this Web site.

Expedia, Inc.'s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Expedia, Inc.'s right to comply with law enforcement requests or requirements relating to your use of this Web site or information provided to or gathered by Expedia, Inc. with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.

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

Fictitious names of companies, products, people, characters, and/or data mentioned herein are not intended to represent any real individual, company, product, or event.

Any rights not expressly granted herein are reserved.

USE OF EXPEDIA.COM TRAVEL AGENT

The Expedia.com Travel Agent feature of this Web site is provided solely to assist customers in determining the availability of travel-related goods and services and to make legitimate reservations or otherwise transact business with suppliers, and for no other purposes. You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to use this Web site in accordance with all terms and conditions herein. You agree to be financially responsible for all of your use of this Web site (as well as for use of your account by others, including, without limitation, minors living with you). You agree to supervise all usage of this Web site by minors under your name or account. You also warrant that all information supplied by you or members of your household in using this Web site is true and accurate. Without limitation, any speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited. You agree that the travel services reservation facilities of this Web site shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act. You understand that overuse or abuse of the travel services reservation facilities of this Web site may result in you being denied access to such facilities.

Separate terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. You agree to abide by the terms or conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. You understand that any violation of any such supplier's conditions of purchase may result in cancellation of your reservation(s) or purchase, in your being denied access to any flights, hotels, or automobiles, in your forfeiting any monies paid for such reservation(s) or purchase, and in Expedia debiting your account for any costs Expedia incurs as a result of such violation. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this Web site.

USE OF EXPEDIA.COM TRAVEL ARRANGER

The Expedia.com Travel Arranger feature of this Web site is provided solely to assist customers by allowing third parties they designate to determine the availability of travel-related goods and services and to make legitimate reservations or otherwise transact business with suppliers in the customer's name (the "Travel Arrangers"), and for no other purposes. You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to use this Web site in accordance with all terms and conditions herein. You agree that any and all Travel Arrangers you designate will be at least 18 years of age. You agree to be financially responsible for use of this Web site (as well as for use of your account by others, including, without limitation, minors living with you) by any and all Travel Arrangers you designate. You agree to supervise all usage of this Web site by your designated Travel Arrangers and minors under your name or account. You also warrant that all information supplied by

you, members of your household, or Travel Arrangers acting on your behalf in using this Web site is true and accurate. Without limitation, any speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited, whether such actions are conducted by you or your Travel Arranger. You agree that the travel services reservations facilities of this Web site, whether used by you or your Travel Arranger, shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act. You understand that overuse or abuse of the travel services reservation facilities of this Web site by you or any and all Travel Arrangers you designate may result in you being denied access to such facilities.

Separate terms and conditions will apply to your reservation and purchase of travel-related goods and services that you or your Travel Arranger select. You agree to abide by the terms or conditions of purchase imposed by any supplier with whom you or your Travel Arranger elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. You understand that any violation of any such supplier's conditions of purchase may result in cancellation of your reservation(s) or purchase, in your being denied access to any flights, hotels, or automobiles, in your forfeiting any monies paid for such reservation(s) or purchase, and in Expedia debiting your account for any costs Expedia incurs as a result of such violation. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your use of this Web site, and, without limitation, you shall be responsible for all charges, fees, duties, taxes, and assessments arising out of transactions performed by your Travel Arrangers on your behalf, whether or not such uses were performed with your consent.

SELLER OF TRAVEL

Expedia, Inc. is a registered seller of travel in California, Florida, Hawaii, Iowa, Nevada, Ohio, and Washington under each state's seller of travel regulations.

California registration number: 2029030-40

Florida registration number: ST-31901

Hawaii registration number: TAR-5461

Iowa registration number: 601

Nevada registration number: 2001-0293

Ohio registration number: 8789295

Washington registration number: 601975803

Registration as a seller of travel in California does not constitute the state's approval.

CURRENCY CONVERTER

Currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified as accurate, and actual rates may vary. Currency quotes are not updated every day. Check the date on the Currency Converter for the day that currency was last updated. The information supplied by this application is believed to be accurate, but Expedia, Inc., its affiliates, and/or their suppliers do not warrant or guarantee such accuracy. When using this information for any financial purpose, Expedia, Inc. advises the customer to consult a qualified professional to verify the accuracy of the currency rates. Expedia, Inc., its affiliates, and/or their suppliers do not authorize the use of this information for any purpose other than personal use and prohibit to the maximum extent allowable the resale, redistribution, and use of this information for commercial purposes.

©2003 Expedia, Inc. All rights reserved.

[→ Return to previous page](#)

[about Expedia.com](#) | [press room](#) | [investor relations](#) | [Expedia.com terms of use](#) | [privacy policy](#) | [become an affiliate](#) | [advertising](#) | [jobs](#)
[home](#) | [hotels](#) | [cars](#) | [cruises](#) | [activities](#) | [site map](#)

Expedia, Inc. is not responsible for content on external Web sites. ©2005 Expedia, Inc. All rights reserved.

Plus sign (+) means taxes and fees are additional.

International sites: [United Kingdom](#) | [Canada](#) | [Germany](#) | [France](#) | [Italy](#) | [Netherlands](#)

Partner sites: [CitySearch](#) | [Euler](#) | [Hotels.com](#) | [HSN](#) | [Ticketmaster](#) | [ReserveAmerica](#) | [Hotwire](#) | [LendingTree](#) | [RealEstate.com](#) | [Gills.com](#)
[Entertainment.com](#) | [Match.com](#) | [TheAdvisor](#) | [CandiaSava.com](#) | [ClassicVacations.com](#) | [LiveDaily](#) | [ImprovementsCatalog.com](#) | [eLong.com](#)