

ST23 TERMS AND CONDITIONS

These ST23 Terms and Conditions ("Terms and Conditions") set forth a legally binding agreement between MD TravelTech, LLC, dba ST23 ("ST23" "We" "Us" and "Our") and each person who purchases or attempts to purchase products and services marketed on this website, including the guests of the purchaser (Collectively referred to herein as a "Member," "Subscriber," "You," or "Your") By purchasing products and services through ST23, Purchaser acknowledges and agrees to be bound by these Terms and Conditions and any travel provider terms which are incorporated herein. Additionally, Purchaser agrees that it is Purchaser's sole responsibility to inform any traveling companion(s), guests, or the users of any product or service purchased through ST23 of the contents of these Terms and Conditions and all applicable Travel Provider Terms.

Provision of Information

Travel, travel provider, and product and service information provided to Purchaser is based on information received from third party travel providers. While ST23 makes reasonable efforts to ensure that this information is accurate and complete, ST23 expressly disclaims liability for inaccurate, incomplete, or misleading information.

Hotel Taxes and Fees

To facilitate your transactions with Us, We will charge your payment method for "Taxes and Fees." "Taxes and Fees" includes an the estimated total that we will pay to the hotel or supplier for taxes and government fees it owes related to your booking, including but not limited to, sales and use tax, occupancy tax, room tax, excise tax, value added tax, and/or other similar taxes. The amount paid to the supplier for taxes and fees may be less than the amount we estimate and charge to You. The balance of the charge for Taxes and Fees is a service recovery fee we retain as part of the compensation for our services and to cover Our costs for making reservations, including, for example, customer service costs. We may also include Our service fee in the Taxes and Fees section, which is a fee You paid to Us

Depending on the type of booking You make through Us, You may be charged additional fees by Our suppliers, including, but not limited to: Certain mandatory hotel specific service fees, including but not limited to: resort fees, energy surcharges, newspaper delivery fees, in-room safe fees, tourism fees, security deposits and/or housekeeping fees, parking charges, minibar charges, phone use charges, room service charges and/or movie rentals. Contact the supplier with any

questions regarding the specific taxes and fees or additional charges that they may collect which may be applicable to your booking. Our suppliers may require you to put a payment method on file upon check in to pay these and/or other charges directly to the supplier upon check out.

Availability and Cancellation Policy

All offers are based on availability and travel products are not guaranteed until confirmation is received from the travel provider or supplier through ST23. Cancellations made will be subject to the individual provider's cancellation policies, and will be disclosed at time of booking.

LIMITATION OF LIABILITY

ST23 SHALL NOT BE LIABLE FOR AND DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY LOSS, DAMAGE, DELAY, DEATH OR INJURY TO PERSON OR PROPERTY ARISING FROM OR AS A RESULT OF THE ACTS OR OMISSIONS AND/OR REPRESENTATIONS (WHETHER ORAL OR WRITTEN) OF THE TRAVEL PROVIDERS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. ST23'S LIABILITY FOR ANY CLAIM ARISING FROM OR AS A RESULT OF THE ACTS OR OMISSIONS AND/OR REPRESENTATIONS (WHETHER ORAL OR WRITTEN) OF ST23 WILL BE LIMITED TO THE FEES PAID BY PURCHASER FOR THE TRAVEL PURCHASE. IN NO EVENT WILL ST23 BE LIABLE FOR SPECIAL, CONSEQUENTIAL, LIQUIDATED, INCIDENTAL, INDIRECT, EXEMPLARY, MORAL, OR PUNITIVE DAMAGES EVEN IF NOTIFIED OF THE POSSIBILITY OF SAME. THIS LIMITATION SHALL ALSO APPLY TO ST23'S AFFILIATED COMPANIES, SUCCESSORS, ASSIGNS AND AGENTS OF ST23.

Class Action Waiver

PURCHASER AND ST23 AGREE THAT ANY PROCEEDING TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER PURCHASER OR ST23 WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH PURCHASER OR ST23 ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. PURCHASER AND ST23 FURTHER AGREE THAT NO ARBITRATION OR PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER ARBITRATION OR PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF PURCHASER AND ST23 AND ALL PARTIES TO ANY SUCH ARBITRATION OR PROCEEDING.

Disclaimer of Warranties

All of Our content, products, and services provided to You is provided on an “as is” basis. We make no representations or warranties of any kind, express or implied, about the products and services We provide, the operation of Our program or our Website, and/or the accuracy of any of the information, content or materials We provide You. To the fullest extent permitted by law, We disclaim all representations and warranties, including but not limited to: the implied warranties of merchantability or satisfactory workmanlike effort, informational content, title, or non-infringement of the rights of third parties.

Dispute Resolution Policy and Governing Law

Any and all disputes, claims or controversies whatsoever, whether based on contract, tort, statutory, constitutional or legal rights, arising from or relating to the sale, booking, processing or payment of any services, programs or products marketed hereunder, including but not limited to alleged violations of civil rights, discrimination, consumer protection or privacy laws, or for any losses, damages or expenses, by and between or among Purchaser and ST23 and its officers, directors, employees, agents, business partners, suppliers or vendors shall be referred to and resolved exclusively by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") to be conducted by a single arbitrator in Cook County, Illinois, U.S.A., to the exclusion of any other forum. Purchaser hereby consents to jurisdiction and waives any venue or other objection to the arbitration proceeding taking place in Cook County, Illinois.

Notwithstanding this Dispute Resolution Policy, ST23 may as necessary apply to a court of competent jurisdiction in Cook County, Illinois to seek injunctive relief relating to the unauthorized use of Our trademarks, trade name, or other intellectual property (the "Marks"), or to otherwise protect its goodwill and reputation associated with the Marks. The institution of any such action for injunctive relief shall not constitute a waiver of the right or obligation of any party to submit any other claim to arbitration.