

# Terms of Use

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## Website Information

This Site displays information about travel locations, airfares, travel agent's locations, flight times and dates, tours, packages, insurance, cruises, transportation, foreign currency, schedules, travel companies, information about Flight Centre Limited and many other things. Most of this information is supplied to us by third party providers including airlines, hotels and transportation suppliers. Therefore, although we have taken reasonable care to ensure that this information is correct and up to date, we cannot check the accuracy of such information where it is provided to us by third parties. We accept no responsibility for information supplied to us by third parties. We recommend you confirm all information contained on or linked from the Site with the relevant third-party provider.

## Prices, Travel Restrictions and Conditions

Restrictions and conditions apply to all of the travel products and services offered on this Site and such restrictions and conditions may affect the prices set out on the Site. To determine the applicable restrictions and conditions you must contact us or the relevant third-party provider. The airlines and other third-party providers of travel and travel related services may change their prices, details of their packages, tours, flights and other information displayed on the Site at any time. For this reason, all prices displayed on the Site are subject to change without notice. All travel products and services described on the Site are subject to availability. We will endeavour to notify you of all relevant taxes, airport charges and any other additional costs when you confirm your booking with us (as at that date) but these may be subject to variation prior to your departure. You are responsible for obtaining all passport, visa and health information that you may require. We may assist you to obtain such information, however the final responsibility for obtaining the necessary information and complying with any passport, visa and health requirement remains with you.

## Intellectual Property

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#### Your Use

You must only use this Site for lawful purposes and in a responsible and co-operative manner. Any breach of these Terms by you will result in legal action being taken by us against you.

You must not: use another's personal information, including name, login details or password without permission; make any fraudulent, speculative or false enquiries, bookings, reservations or requests using the Site; use the Site while impersonating another person; post or transmit to or via the Site any unlawful, threatening, defamatory, libellous, obscene, indecent, inflammatory or pornographic material or any material that could give rise to civil or criminal proceedings; tamper with, hinder the operation of or make unauthorised modifications to the Site; delete data from the Site without our permission; knowingly transmit any virus or other disabling feature to the Site; breach any third party's rights (including intellectual property rights and obligations of confidentiality owed to third parties) or infringe any laws in any jurisdiction in using this Site; frame this Site as part of another site or cache this Site for commercial benefit; commit any act that may amount to a criminal offence or civil breach of any other jurisdiction; attempt to do any of the above acts; or knowingly permit another person to do any of the above acts.

#### Interactive Facilities and User Content

The functionality provided on the Site may include interactive communication facilities such as Flight Centre travel blogs, discussion groups and other communication forums where individuals may submit or post reviews of travel experiences, travel plans, comments and other information (collectively, "Interactive Facilities").

You are solely responsible for your use of any such Interactive Facilities and agree that you use them at your risk.

You agree that, by submitting, posting or otherwise providing any message, travel blog, data, information, recommendations, opinions, reviews, news articles, directories, guides, text, music, sound, photos, video footage, art, illustrations, imagery, design, graphics, logos, audio clips and images, code or other material ("Content") to or through the Site (including by using Interactive Facilities), You:

- grant to us and our affiliates (including, without limitation, our related entities) a worldwide, nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, translate, distribute, publish, broadcast, communicate, create derivative works from, publicly display and perform such Content throughout the

world in any media, for any purpose whatsoever, including, without limitation, a commercial purpose, without any compensation or remuneration to You (“Licence”);

- expressly acknowledge that we may sub-license our rights under the Licence to third parties who may make use of the Content consistent with the Licence including, by way of example, on websites, in a written publication, compilation of works, training materials, film, television program, script or screenplay of either ourselves or a third party expressly authorised by us;
- grant us and our affiliates and sub-licensees the right to use your name or any other name that you submit in connection with such Content, at our discretion;
- waive any entitlement to any moral rights you may have as an author of the Content (and warrant that you have obtained a waiver of moral rights from any person who may have such rights in the Content); and
- agree that we are under no obligation to treat the Content as confidential or private information.

We reserve the right to, at our absolute and unfettered discretion, remove, screen, edit or refuse to post without notice any Content submitted to, posted or stored on the Site at any time and for any reason. We accept no responsibility or liability for any Content posted, stored or uploaded by You or any third party, or for any loss or damage to any such Content. We accept no responsibility for statements, representations or other Content provided by You or other users of the Site, including individuals using Interactive Facilities. We reserve the right to disclose any Content as necessary to satisfy any applicable law, regulation or lawful request. You shall be solely liable for any damages resulting from any infringement of copyright, trade mark, or other proprietary or other right or loss or damage in connection with your use of the Website and submission of Content.

For the avoidance of doubt, these Terms do not restrict your rights to re-use Content you have posted or otherwise provided to or through the Site.

#### Your Warranties

You warrant that: you are of sufficient legal age to use this Site and create legal binding obligations for any liability you may incur as a result of using this Site; you are responsible (financially and otherwise) for all uses of this Site by you and those using this Site using your login details, including your password; and the information you supply via the Site will be accurate and not misleading, deceptive or likely to be misled or deceive.

#### Indemnity

You indemnify us and our officers, employees and agents against all losses, costs, damages, claims and expenses arising from: any breach of these Terms by you; any act or omission by you or an officer, employee or agent of you; or any claim, action, demand or proceeding by a third party against us or our officers, employees or agents caused or contributed to by you or an officer, employee or agent of you.

#### Your Privacy

We will handle your personal information in accordance with the terms and conditions set out in our Privacy Policy which is posted on the Site. We and our third-party providers of travel and travel related products and services may disclose your personal information to others where directly connected with facilitating your travel arrangements and bookings and the provision of travel services and products. For example, we may disclose your personal information to airlines, hotels, car rental companies and other service providers in facilitating your travel arrangements.

At all times we retain the right to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

We may disclose aggregated information about users and use statistics relating to the Site and aggregated information about our sales and trading patterns to others.

#### Disclaimers and Limitation of Liability

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If any warranties are implied by law that cannot be excluded, then our liability for breach of such warranties is limited, at our option, to:

in the case of products:

the replacement of the products or the supply of equivalent products; the payment of the cost of replacing the products or acquiring equivalent products;

in the case of services:

the supply of the services again; the payment of the cost of having the services supplied again.

### Linking

We may link our Site to other sites on the World Wide Web. We are not required to maintain or update these links. These links are provided for your convenience only. It does not mean that we have reviewed these sites or that we endorse them. We are not responsible for the content of other sites, even if we link to them and we are not recommending these sites or their products or services to you. We make no warranties and accept no liability if you suffer any loss or damage in relation to material contained on external sites or using another's product or services.

### Security

The online booking facilities of our third-party providers utilise Secure Sockets Layer (SSL) encryption to ensure the security of all online booking transactions. SSL encryption is automatically enabled whenever the user submits confidential information to us via the Internet. Currently on Stay Fly Travel site there is no feature of transmitting credit card information to a booking, only via the Agency is this possible.

### Cookies

A cookie is a small piece of text that is placed within the memory of a computer and can be later retrieved by web page servers. We use cookies to enhance your interaction and convenience with our website and do not use cookies to record any personal information. This Site may store cookies on your web browser in order to improve service for you on your subsequent visits to the Site. By using cookies, websites can track information about visitor's use of the Site and provide customised content. Most web browsers can be configured to notify the user when a cookie is received, allowing you to either accept or reject it. You may also inspect the cookies stored by your web browser and remove any that you do not want. If you disable the use of cookies on your web browser or remove specific cookies from this Site or linked sites, then your use of the Site may be restricted.

### Amendments

Except as otherwise specified, we may amend these Terms at any time without notice to you by posting amended Terms on the Site. The amended Terms will take effect immediately when they are posted on the Site.

### Termination

We may terminate this agreement, your registration with or ability to access this Site and/or any other service provided to you by us and any other agreement between us, immediately if you breach any of these Terms.

#### Our Relationship

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended to be created between you and us by these Terms.

#### Notices

Except as required by law or otherwise specified by us, you must provide any notices to us by email to [info@stayflytravel.com](mailto:info@stayflytravel.com). We will provide any notices to you by email to any email address provided by you. Notices will be taken to have been received 24 hours after the email is sent, unless the sending party receives notice that the address is invalid or that the email has not been received.

#### Governing Law

If any dispute arises about this agreement or how this agreement applies or arising out of your use of this Site, the laws of New South Wales, Australia will apply. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia, and waive any right that you may have to object to an action being brought in those courts.

#### General

If any of these Terms are invalid or unenforceable, it will be struck out, and the remaining Terms will remain in force. Headings are for reference purposes only. If we do not act in relation to a breach by you or others of these Terms, this does not waive our right to act with respect to subsequent or similar breaches. In these Terms, the term "Site" includes any email bulletins or other content that we provide to you via or initiated from this Site.

These Terms were last updated on 31 March 2025.