



## ALEMAN GROUPS USA

### Terms & Conditions

#### PLEASE READ CAREFULLY

Welcome to the Aleman website (the "Website"). This Website is provided solely to assist customers in gathering travel information, determining the availability of travel-related goods and services, making legitimate reservations, and for no other purposes. The terms "we", "us", "our" and "Aleman" refer to Aleman Groups, Inc., a New York corporation, its subsidiaries and affiliates. The term "you" refers to the customer visiting the Website and/or booking a reservation through us on this Website, or through our customer service agents.

This Website is offered to you conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below (collectively, the "Agreement"). **By accessing or using this Website in any manner, or by booking any travel products or services through the Website or through our customer service agents, you agree to be bound by this Agreement.** Please read the Agreement carefully. If you do not accept all of these terms and conditions, please do not use this Website or make bookings through this Website or our customer service agents. Be sure to return to this page periodically to review the most current version of the Agreement. We reserve the right at any time, in our sole discretion, to change or otherwise modify the Agreement without prior notice, and your continued access or use of this Website signifies your acceptance of the updated or modified Agreement.

#### 1. Aleman Services:

Aleman is a private company. Aleman is not associated with any United States or foreign government offices or embassies. Aleman is not responsible for the granting or denying of documents. Aleman acts only as an agent for the travelers in making arrangements for services provided by third parties, such as airlines, hotels, buses or other transportation suppliers in connection with Aleman's travel packages (hereinafter "Service Providers").

Our Website displays information about travel locations, airfares, travel agents locations, flight times and dates, tours, packages, insurance, cruises, transportation, foreign currency, schedules, travel companies and many other things. Although Aleman uses best efforts to ensure the information supplied to Aleman by the Service Providers is correct and up to date, you agree that Aleman is not liable for the accuracy of such information. Many of the services which make up your travel booking are provided by Service Providers. Service Providers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you.

Aleman accepts no responsibility for information supplied to us by third parties including the Service Providers, and you acknowledge that such information may include inaccuracies or errors, including pricing errors. Aleman recommends that you confirm all information contained on or linked from our Website with the Service Providers. In addition, Aleman reserves the right to correct any pricing errors on our Website and/or pending reservations made under an incorrect price. The details of the prices, packages, tours, flights and other information displayed on the Website are subject to change without notice. The travel products and services described on the Website are subject to availability.

It should be noted that all documents issued to travelers are non-transferable. Such documents may include but are not limited to, visas, airline tickets, hotel vouchers, tour vouchers, or any other document used to confirm an arrangement with a Service Provider. Such documents may also be subject to conditions such as, but not limited to, being non-refundable, non-date-changeable and subject to cancellation or amendment fees. It is your responsibility to familiarize yourself with these conditions. If for any reason, any Service Provider is unable to provide the services for which you have contracted, your remedy lies with that Service Provider, and not against Aleman.



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In the event Aleman received payment by credit card, you agree that you will not seek to chargeback or recover your payment or any other losses from Aleman.

Unless otherwise expressly agreed to by Aleman in writing, you are responsible for obtaining all passports, visa and health information required.

### 2. Use of the Aleman Website:

As a condition of your use of this Website, you warrant that (i) you are at least 18 years of age; (ii) you possess the legal authority to create a binding legal obligation on behalf of yourself and any other travelers you have included in your booking; (iii) you will use this Website in accordance with this Agreement; (iv) you will only use this Website to make legitimate reservations for you or for another person for whom you are legally authorized to act; (v) you will inform such other persons about the terms and conditions that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto; and (vi) all information supplied by you on this Website is true, accurate, current and complete. We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of this Agreement.

### No Copy, Distribution, or Sale

You may download, display, or print one (1) copy of any portion of the content displayed on this Website (the "Content"). If you do so, you may not modify the Content in any way, and you must reproduce the Aleman copyright notice (or the Service Provider's notice as applicable) in the form: © 2020 Aleman Groups, Inc. - All Rights reserved as displayed on the relevant page(s) that you might copy.

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 Website, or other framing technique to enclose any portion or aspect of the Website, or mirror or replicate any portion of the Website;
- Modify, translate into any language or computer language, or create derivative works from, any Content or any part of this Website;
- Reverse engineer any part of this Website; or
- Sell, offer for sale, transfer, or license any portion of the Website in any form to any third parties.

### Other Limitations

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

- Use the Website other than to make legitimate reservations or bookings;
- Use the Website for any commercial purposes;
- Use the Website to make any false, fraudulent or speculative reservation, or any reservation in anticipation of demand;
- Imply in any fashion that Aleman is endorsing your products or services;
- Place false or misleading information on the Website,



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- 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 & Conditions.
- Use or access the Website in any way that, in our reasonable judgment, adversely affects the performance or function of the Website, or any other computer systems or networks used by Aleman, other Website users or members;
- Upload or transmit to the Website 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 Website, or appropriate the Website 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 Website.

### Termination

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

Aleman may also, at any time, change or impose fees for certain services, or establish or change general practices and limits concerning certain services.

### 3. Privacy and Security:

Your use of the Website 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 this Agreement is also your consent to the information practices in our Privacy Policy. You consent to our processing and sharing of personal information about you and other members of your party that you have provided to us in accordance with the terms of and for the purposes set forth in our Privacy Policy.

### 4. Liability Disclaimer:

Aleman does not warrant or represent that the content of the Aleman Website or promotional material is accurate, up-to-date or complete, nor that it does not infringe the rights of others. Aleman is providing the Website, the promotional material and its contents on an "as is" basis. Aleman makes no representations or warranties of any kind with respect to the Website, the promotional material, its contents or any of the products or services supplied by Aleman. To the maximum extent permitted by law, Aleman disclaims all implied representations and warranties including, without limitation, implied warranties that Aleman products and services offered will be of merchantable quality, fit for any purpose or will comply with any descriptions on the Aleman Website or promotional material. To the extent permitted by law, you release Aleman from all liability, cost, damages, claims and expenses (including direct, indirect, special and consequential loss or damage whether in negligence or otherwise) arising out of the supply or failure to supply or use or non-use of the third party products or services.



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Aleman does not represent or warrant that this Website, the server that makes it available or any Aleman products or services supplied through this Website will be free of errors, viruses or defects. Your access and use of this Website is subject to factors beyond Aleman's control. Aleman does not warrant that this Website or the products and services offered via this Website will meet your requirements or that the service will be uninterrupted or timely. We will use our best endeavors to make this Website secure and have implemented technology for this purpose. However, because of the nature of the internet, Aleman does not warrant that this Website will be secure.

To the maximum extent permitted by law, neither Aleman nor any of our officers, employees, shareholders or other representatives will be liable in damages or otherwise in connection with your use of or inability to access this Website or the purchase and use of any products and services supplied via this Website or any breach of any warranties that may be implied by law. This limitation of liability applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property, personal injury and claims of third parties. In the event that the Aleman Website fails to operate or causes you loss or damage, your sole remedy is the refund of any money that you paid to Aleman to use this Website.

If applicable, hotel ratings stated on the Aleman Website or promotional material (without limitation includes photographs, list of hotel amenities, descriptions of property, etc.) are provided by the respective Service Providers. **These hotel ratings are general guidelines and Aleman cannot guarantee their accuracy.** The promotional material is to be used as a general guide and the ratings and hotel information may be amended periodically by the respective Service Providers to keep current. Please be advised that during the peak Hajj season the Service Providers accommodate a large number of pilgrims and consequently the quality of service indicated by their respective ratings may suffer.

All Service Providers are independent contractors, not Aleman affiliates or agents. Aleman is not liable for the actions, omissions, errors, representations, warranties, negligence, breach of contract, personal injuries, death, property damage, or any other damage or expense resulting from Service Providers. Aleman has no liability and will not refund due to delay, cancellation, overbooking, strike, force majeure, terrorism, and any other causes that are beyond Aleman's direct control or from any loss or damage resulting from improper passport, visas or other documents. Aleman has no control and is not responsible for any additional expenses, delays, omissions, re-routing, or acts of interference by any government or legal authorities. Aleman is not responsible for any traveler missing any part of the program due to no fault of Aleman, and in such event, the traveler shall be responsible for any additional expenses incurred for the traveler to rejoin the tour. Aleman will not make any changes after departure and will not redeem any part of the payment for any services rendered unutilized.

Aleman is not responsible for any traveler(s) missing any part of the program due to no fault of Aleman, and in such event, the traveler(s) shall be responsible for any additional expenses incurred for the traveler(s) to rejoin the tour. Aleman will not make any changes after departure and will not redeem any part of the payment for any services rendered unutilized.

If, despite the limitation above, Aleman or its suppliers is 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 Aleman and its suppliers will in no event exceed, in the aggregate, the greater of (a) the service fees you paid to Aleman in connection with such transaction(s) on this Website, or (b) One-Hundred Dollars (\$100.00) 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 this Agreement is found to have failed of its essential purpose. The limitations of liability provided in this Agreement inure to the benefit of Aleman and its suppliers.



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### Shipping and Handling of Documents

Aleman will use FedEx to return your documents upon receiving a valid FedEx account number or credit card number, unless you send Aleman a pre-paid completed label for the courier of your choice to use for the return of your documents. Aleman is not responsible for any delays, loss or damages resulting from the return of your documents by DHL, FedEx, UPS, or any other courier services.

#### 5. Safety:

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

Please be aware that during your participation in packages operated by Aleman, certain specific risks and dangers may arise beyond our control, including but not limited to: the hazards of traveling in undeveloped areas; travel by boat, train, automobile, aircraft, or other means of transportation; the forces of nature; political unrest; acts of lawlessness or terrorism; and accident or illness in remote regions without means of rapid evacuation or medical facilities. Aleman will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. While Aleman will use its best efforts to ensure the adequate measures are taken, by agreeing to participate in a package and/or optional excursions you agree that you will hold Aleman harmless regarding any provision of medical care or the adequacy of any care rendered.

Health: Recommended inoculations for travel may change and you should consult your doctor for current recommendations before you depart. You are responsible to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip.

#### 6. Insurance:

Many of the problems for which Aleman cannot be held responsible can be insured against. Aleman highly recommends that you purchase third party insurance to provide adequate cover for medical expenses, personal accident, loss of baggage and curtailment or cancellation of trip. Individuals are responsible to finance on-the-spot medical treatment and other contingencies, and then to reclaim this from their own insurance, if covered. You will be required to provide documentation to the insurance company to facilitate a claim. Please note that there are exclusions to coverage of insurance. Insurance has to be purchased and paid for in full as soon as the booking is made to become effective.

#### 7. Reservation / Deposits/ Fees:

Kingdom of Saudi Arabia Value Added Tax (VAT) and Municipality Tax Policy:

The Kingdom of Saudi Arabia (KSA) has announced a Value Added Tax (VAT) and Municipality Tax of 5% applicable to almost all supplies of goods or services effective January 1, 2018. These taxes are collected by the Vendors and payable to the General Authority of Zakat and Tax of the Kingdom of Saudi Arabia (GAZT). The exact amount of the taxes will be decided by the GAZT. THE TAXES ARE IN ADDITION TO THE PACKAGE PRICE AND WILL BE DUE AND PAYABLE BY YOU AT THE TIME OF FINAL PAYMENT.

**Aleman accepts checks, money orders, or certified cashiers' checks. Your payment is not deemed complete until it is received by Aleman and processed.**



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### **For 2020 Hajj packages:**

**Deposit Amount: \$3,000.00 USD/person to be paid upon registration to confirm booking**

**Second Payment Amount: 50% of remaining balance shown on Invoice due by February 3, 2020**

**Balance of Full Payment: Due on or prior to April 1, 2020**

**For bookings made after February 3<sup>rd</sup>: \$3000/person deposit is due upon registration, Second Payment is due by March 1<sup>st</sup>, and Full Payment is due by April 1<sup>st</sup>.**

**Bookings made on or after April 1, 2020: Total amount due upon registration.**

**Your booking is not confirmed until the deposit is received by Aleman. Your reservation may be automatically canceled if payments are not received by Aleman by the applicable deadlines above.** Special conditions may apply to the prices set out on the Website. To determine such conditions, you must contact Aleman or the relevant Service Provider. Please review and verify your booking invoice thoroughly and contact your travel agent or Aleman immediately if your invoice appears to be incorrect or incomplete, as it may not be possible to make changes later. **Please be advised that once your visa has been processed, there will be NO refunds available for the package(s) you have purchased.** Hajj fees issued by the Kingdom of Saudi Arabia or related to the ritual animal sacrifice are separately charged and not included in any package or programs.

### **8. Cancellation:**

After booking a package, all cancellation requests must be received by Aleman in writing. You acknowledge and understand that Aleman incurs significant expenses and losses if a traveler cancels a booking. You expressly understand that the following cancellation fees will apply and be strictly adhered to by Aleman: For any written cancellation received by Aleman:

- (a) Cancellation before March 1, 2020: \$500 per person cancellation fee.
- (b) Cancellation between March 1-31, 2020: \$1,500 per person cancellation fee.
- (c) After April 1, 2020: no-refund will be provided on any reservation.

### **9. Travelers Who Need Special Assistance:**

You must report to Aleman in writing any disability requiring special attention while traveling at the time the reservation is made. Aleman will make reasonable attempts to accommodate the special needs of disabled travelers, but is not responsible in the event it is unable to do so nor is it responsible for any denial of services by Service Providers. Aleman regrets that Aleman cannot provide individual assistance to a traveler for walking, dining, getting on and off buses and other vehicles, or other personal needs. A qualified and physically able companion must accompany travelers who need such assistance and must assume full responsibility for their well-being; if such a companion is not available for the traveler, Aleman may, in its discretion, cancel the reservation and return the full deposit of the traveler.

### **10. Young Travelers:**

Travelers who are less than 18 years old on the departure date must be accompanied by an adult throughout the duration of the trip. For any special requirements regarding airline tickets for children, contact your airline directly. If a child will be traveling with adults other than the parents or with only one parent, it is recommended that a notarized letter be written by the parents or non-traveling parent granting authorization to travel, including the dates of travel. Aleman suggests that you also contact the appropriate consulate and airlines because they may have additional requirements or recommendations.





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### **11. Mandatory Negotiation, Mediation and Arbitration of Disputes; Waiver of Jury Trial and Punitive Damages:**

In the event of any controversy or claim arising out of or relating to this contract, or the breach thereof, the parties shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of 60 days, then either party may, by written notice to the other party, demand mediation in New York, New York exclusively, before a mediator mutually agreed upon by the parties. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this contract shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitration will be conducted in the English language in the city of New York, New York, in accordance with the United States Arbitration Act. There shall be three arbitrators, named in accordance with such rules. Except as may be required by law or to the minimum information necessary for entry of judgment, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all/both parties.

To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to the Agreement within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived. In any case, Aleman shall not be liable for other than compensatory damages. Additionally, you hereby waive any right to punitive damages. All parties agree to irrevocably waive their respective rights to a jury trial of any cause of action, claim, counterclaim, or cross complaint in any action or proceeding and/or hearing brought by either party against the other on any matter whatsoever arising out of these Terms & Conditions or any agreement between you and Aleman.

In the event that the arbitration clause contained herein is deemed invalid by a court of law, each party agrees that **any suit, action or proceeding arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in the County of New York, State of New York.** Each party waives any objection which it may have now or hereafter to the laying of the venue in the County of New York, State of New York of such action or proceeding and irrevocably submits to the personal jurisdiction of any such court in any such suit, action or proceeding.

### **12. General:**

If any of these Terms & Conditions is invalid or unenforceable, only the portions of the provisions deemed invalid or unenforceable will be struck out, and the remaining provisions will remain in force. Accessing or using this Website in any manner, or booking any travel products or services through the Website or through our customer service agents, is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph. Headings are for reference purposes only. Notwithstanding any other provision contained herein, if Aleman does not act in relation to a breach by you or others of this Agreement, this does not waive Aleman's right to act with respect to subsequent or similar breaches. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties. No person, other than an authorized representative of Aleman by a document in writing, is authorized to vary, add, or waive any term or condition set forth in the preceding provisions. This Agreement shall be governed by the laws of the State of New York, without regard to the conflicts of laws provisions therein.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and Aleman and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and Aleman. A printed version of this Agreement and of any notice given in electronic form shall be



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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.

BY SIGNING BELOW OR CLICKING THE REGISTER BUTTON ON THE WEBSITE OR BY NOT CANCELING THE RESERVATION WITH ALEMAN, YOU, THE TRAVELER OR ARRANGER, CONFIRM THAT YOU HAVE READ AND AGREE TO THE TERMS & CONDITIONS ABOVE AS WELL AS THE CONTRACT. YOU ALSO ACKNOWLEDGE THAT YOU FULLY UNDERSTAND THE PACKAGE WHICH YOU ARE PURCHASING AND ALL TERMS & CONDITIONS THAT APPLY.

### 13. Aleman Subagent Liability:

The Subagent acknowledges that it is his responsibility to obtain the signature of the client/traveler or arranger to this Agreement. In the event that he does not obtain such signature, he agrees to be held liable therefor. The Subagent agrees to indemnify Aleman for any and all loss or damage to Aleman caused by failing to obtain such signature. By signing below, the Subagent hereby agrees that he has read and understands this Section 13.

Client Signature: \_\_\_\_\_

Client Signature: \_\_\_\_\_.

Client Signature: \_\_\_\_\_

Client Signature: \_\_\_\_\_.

Date: \_\_\_\_\_.

Aleman Subagent Signature (with respect to Section 13 only): \_\_\_\_\_.

Date: \_\_\_\_\_.