

TRAVEL FOR MEDICAL SERVICES AND PROCEDURES

Terms and Conditions

BY CONTINUING TO BROWSE OUR WEBSITE, MAKING A BOOKING WITH US AND/OR BY EXECUTING THESE TERMS AND CONDITIONS, YOU INDICATE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, AND THAT YOU UNDERSTAND AND INTEND THAT YOUR AGREEMENT TO THESE TERMS AND CONDITIONS BE THE LEGAL EQUIVALENT OF A SIGNED, WRITTEN CONTRACT BETWEEN YOU AND FLIGHT CENTRE LIMITED (TRADING IN CANADA AS "THE FLIGHT SHOPS INC" AND THE UNITED STATES AS "FLIGHT CENTRE USA, INC.") DOING BUSINESS AS "FLIGHT CENTRE" (COLLECTIVELY "FLIGHT CENTRE"), AND EQUALLY BINDING.

Travel information

Our website and any materials that we provide to you, whether orally or in writing, such as brochures or other marketing or informational materials, invoices and itineraries (collectively, the "Materials"), contain information about travel locations, airfares, travel agents locations, flight times and dates, tours, packages, insurance, hospital care, cruises, transportation, foreign currency, schedules, travel companies and many other things.

This information is supplied to us by third party providers, such as airlines, hotels and transportation suppliers (each a "Service Provider") and Surgical Tourism Canada Inc (the "Medical Services Facilitator"). We have taken reasonable care to ensure it is correct and up to date; however we cannot continually verify the accuracy of such information.

Many of the services that make up your travel booking are provided by independent suppliers. In addition, the medical services arranged by the Medical Services Facilitator are the sole responsibility of the Medical Service Provider. Those suppliers and the Medical Services Facilitator provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the suppliers or the Medical Services Facilitator's liability to you. In particular, some of these terms and conditions may limit or exclude liability for death, personal injury or medical malpractice. Your booking is made subject to, and constitutes your acceptance of, these Terms and Conditions.

We accept no responsibility for information supplied to us by third parties. We recommend you confirm all information contained in the Materials with the third party provider.

The details of the prices, packages, tours, flights and other information displayed on our website and provided in the Materials are subject to change without notice. The travel products and services described in the Materials and on our 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, airline tickets, hotel vouchers, tour vouchers, or any other document used to confirm an arrangement with a Service Provider or the Medical Services Facilitator. 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. In addition, at times exact cancellation fees may not be known until after cancellation, due to the booking systems, policies and processes of the relevant Service Providers. You agree that Flight Centre is not responsible for the quantum or certainty of cancellation fees.

All monies received by us from you in respect of travel services are received by us as the agent only of the Service Provider. For monies received by us from you in respect of travel services related to the services provided by the Medical Services Provider, we do not act as agent of the Medical Services Facilitator. If for any reason, any Service Provider or the Medical Services Facilitator is unable to provide the services for which you have contracted, your remedy lies against that Service Provider or the Medical Services Facilitator, as applicable, and not against us. In the event we received payment by credit card, you agree that you will not seek to chargeback or recover your payment or any other losses from us. Further, you agree that, for the purposes of any applicable credit card scheme rules, by completing your booking and remitting payment to the relevant Service Provider(s), we have discharged in full our responsibilities to you. By accepting these Terms and Conditions you hereby waive the right to seek any chargeback against us with respect to any such payment and you agree that these Terms and Conditions may be used by us to resist any chargeback you seek to make against us.

You are responsible for obtaining all passport, visa and health information required. We will assist you to obtain such information. We can facilitate should you have specific visa requirements.

Prices

All prices provided on the website or in brochures and associated Materials are subject to change without notice. This is because the airlines and Service Providers may change their prices at any time.

Special conditions may apply to the prices set out in the Materials and on our website. To determine such conditions, you must contact us or the relevant Service Provider.

The prices set out in the Materials and on our website do not include taxes or airport charges. Taxes, airport charges and any additional costs will be advised to you once you have made a booking with us and we have confirmed the booking.

Please be aware that all prices listed on the website are for on-line purchases only and may not be matched by any of Flight Centre's corporately owned retail and corporate location. Similarly, the website will not match or beat any price of the same or similar booking from any of Flight Centre's corporately owned retail and corporate location.

Service Providers are independent parties over which we have no control. The information and description given about the Service Providers and their products are based on our inquiries and are believed to be accurate, but we cannot guarantee in respect thereof.

Disclaimer

WE DO NOT WARRANT OR REPRESENT THAT THE CONTENT OF THE MATERIALS OR THE WEBSITE PROVIDED BY US IS ACCURATE, UP-TO-DATE OR COMPLETE, NOR THAT IT DOES NOT INFRINGE THE RIGHTS OF OTHERS. WE ARE PROVIDING THE WEBSITE AND MATERIALS AND THEIR RESPECTIVE CONTENTS ON AN "AS IS" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE MATERIALS AND THE WEBSITE, THEIR RESPECTIVE CONTENTS OR ANY OF THE PRODUCTS OR SERVICES SUPPLIED THROUGH THE MATERIALS AND THE WEBSITE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL IMPLIED REPRESENTATIONS AND WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES THAT THE PRODUCTS AND SERVICES OFFERED AND SUPPLIED THROUGH THE MATERIALS AND THE



WEBSITE WILL BE OF MERCHANTABLE QUALITY, FIT FOR ANY PURPOSE OR WILL COMPLY WITH ANY DESCRIPTIONS IN THE MATERIALS AND THE WEBSITE.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE ASSUME NO RESPONSIBILITY NOR DO WE GRANT ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE OPERATION, SAFETY, CONDITION OR SERVICE OF THE MEDICAL SERVICES FACILITATOR OR ANY PHYSICIAN OR OTHER PERSON ASSOCIATED WITH THE MEDICAL SERVICES FACILITATOR THAT IS USED BY, FOR OR ON BEHALF OF YOU. WE ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF THE MEDICAL SERVICES FACILITATOR OR ANY PHYSICIAN OR OTHER PERSON ASSOCIATED WITH THE MEDICAL SERVICES FACILITATOR OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM.

Limitation on Liability for Medical Travel Services

We have a preferred partner arrangement with the Medical Services Facilitator to arrange travel and related products and services for its potential and current patients to allow them to travel to the Medical Services Provider. We are not a medical referral service and we do not endorse, recommend, or approve the Medical Services Provider. We are not medical professionals and will not discuss or advise any issues relating to medical treatment. We facilitate contact with the Medical Services Facilitator and provide the information provided by the Medical Services Facilitator to you. We do not, however, recommend any preferred or specific doctors of the Medical Services Provider for your desired medical treatment. We encourage and advise you to discuss all medical issues with your medical doctor in North America before making a decision on medical treatment outside of North America.

You agree to assume all responsibility in connection with choosing the Medical Services Facilitator or any doctor for your desired procedure. We assume no responsibility or liability for any treatment or other services rendered by the Medical Services Provider, any doctor, or for any malpractice claims and other claims that may arise directly or indirectly from any such advice, treatment or other services.

You acknowledge that any medical advice, procedure or other service that the Medical Services Provider may provide carries risk. Accordingly, you specifically represent and warrant to us that (a) you have obtained or been advised by us to obtain independent medical advice from an appropriately qualified medical practitioner in relation to any medical services that you may book with the Medical Services Facilitator, (b) we have not given you any advice or expressed any opinion that a reasonable person would consider as being an advice or opinion of a medical nature (including with respect to any risks, side effects or otherwise), (c) though we may have provided information regarding the availability of medical services, we take no responsibility whatsoever and exclude all liability for the actual medical services provided and (d) you accept and are solely responsible for these risks and will not hold us or our affiliates and our and their directors, officers, members, employees, agents, representatives, attorneys, predecessors, successors or assigns responsible in any way as you use those services solely at your own risk.

IMPORTANT NOTE: You also acknowledge that you may not be able to obtain travel insurance to cover part or all of your travel to receive medical services from the Medical Services Facilitator or otherwise. You acknowledge that the availability of insurance will be determined by each relevant travel insurer in its sole discretion based on your specific circumstances. Insurance coverage may not be available for travel for medical purposes and/or any pre-existing conditions for which you or your traveling companion(s) are traveling, or such purposes or conditions may result in limited coverage or additional premiums. You agree that the Materials which we provide you in relation to travel insurance are for information purposes only. You must not rely on this information, and must make your own inquiries directly with travel insurers in order to determine whether, and to what extent, your travel will be covered.

General Limitation on Liability

YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL WE OR ANY OF OUR AFFILIATES AND OUR AND THEIR DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, PREDECESSORS, SUCCESSORS OR ASSIGNS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, LOSS OF USE, OR PHYSICAL OR PSYCHOLOGICAL INJURY) RELATED TO OR ARISING OUT OF USE OF THE MATERIALS AND WEBSITE PROVIDED BY US, AND THE CONTENTS OF THE MATERIALS AND WEBSITE, ARRANGEMENTS MADE BASED ON INFORMATION RELATED TO OR OBTAINED FROM THE MATERIALS AND WEBSITE, OR PRODUCTS OR SERVICES RELATED TO OR OBTAINED FROM THE MATERIALS AND WEBSITE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnity

You agree to defend, indemnify, and hold us and our affiliates, and our and their respective directors, officers, members, employees, agents, representatives, attorneys, successors and assigns, harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from (i) your use of the Materials provided by us, or services obtained from the Materials, (ii) any arrangements you make based on information obtained from The Materials (iii) your use of our website, any website materials, or services obtained on or through our website, (iv) any arrangements you make based on information obtained on or through our website or (v) any breach by you of our Terms and Conditions.

Links to Other Sites

Our website contains links to other websites for the convenience of our users. These other websites, including that of the Medical Services Facilitator, are maintained by third parties over whom we exercise no control. Accordingly, we expressly disclaim any responsibility for the content of these other websites and for the availability, accuracy, reliability, completeness, currency, quality, performance or suitability of the information, products and services available or advertised on or through these other websites.

Governing Law

THIS AGREEMENT SHALL BE DEEMED TO BE MADE UNDER, AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH, THE LAW OF THE BRITISH COLUMBIA, CANADA WITHOUT REGARD TO ANY CONFLICT OF LAW PRINCIPLES THAT WOULD CAUSE THE LAWS OF ANY OTHER JURISDICTION TO APPLY.

Each party hereby irrevocably submits to the jurisdiction of the courts of the Province of British Columbia and hereby waive, and agree not to assert, as a defense in any such action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that these Terms and Conditions or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a British Columbia provincial court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the such subject matter and agree that mailing of process or other papers

