TERMS AND CONDITIONS

These Terms and Conditions ("Terms") are:

BETWEEN: Accessible Escapes LLC ("Agency," "our," "us," or "we")

AND: You ("you," "your," or "yourself")

(each a "Party" and, together, the "Parties").

The Parties agree as set out below.

These Terms become effective and binding on each Traveler upon the earlier of: (1) your written, digital, or electronic signature or other acceptance; or (2) your Booking, payment toward, or use of Travel Services. The Terms remain in effect until terminated upon a Party's written notice of termination to the other Party.

The Terms are subject to change at any time in Agency's discretion, without notice to you. Changes become effective upon the earlier of: (1) your written, digital, or electronic signature or other acceptance; (2) your Booking, payment toward, or use of Travel Services; (3) our written notice to you; or (4) publication at https://app.travelindustrysolutions.com/th/tc/1696/ https://app.travelindustrysolutions.com/th/tc/1696/.

DEFINITIONS

"**Booking**" means a reservation made by Agency regarding your Travel Services.

"**Supplier**" means a party who provides Travel Services to Travelers.

"**Traveler**" means you or any other person traveling on the same Booking.

"**Travel Services**" means travel products and services provided to Travelers by Suppliers, including air, land, or water transportation, lodging, vehicle rentals, tours, excursions, entertainment, food and drink services, and other travel-related products and services, for which Agency makes any Booking.

"**Trip**" means the composite of all Travel Services.

"**Trip Documentation**" means the documentation and communications we provide to you with details and pricing regarding your Trip.

TRAVELER OBLIGATIONS

Each Traveler agrees to: (1) carefully read and understand these Terms, any Client Agreement or other agreement between the Parties, your Trip Documentation, and all correspondence between you and us regarding your Trip; (2) notify us promptly, and in any event within 24 hours from receipt, of any errors or omissions in your Trip Documentation; (3) contact us to arrange your Trip sufficiently prior to travel dates to ensure availability,

avoid late-Booking fees, and avoid fare increases; (4) make all deposits and payments per the schedules and dates set out in your Trip Documentation; and (5) review, remain aware, and remain up to date regarding travel warnings relating to your Trip by accessing the U.S. governmental travel advisory sites, as set out in these Terms.

The governmental references and citations provided in these Terms are for your convenience. They are not intended to be exhaustive, they are subject to change, and you should not rely on them alone. You are responsible for knowing and understanding your rights and obligations under applicable law.

You confirm that you are 18 years of age or older and have authority to sign and accept these Terms on behalf of all minor and adult Travelers on the same Booking who reside in your household.

If you do not understand any part of these Terms, please contact us in writing before accepting these Terms.

SUPPLIERS

Suppliers are independent of Agency, managed separately, who provide Travel Services to you. Suppliers are not subject to Agency's control—they are not employees, agents, representatives, or affiliates of Agency.

Agency is not responsible for any Supplier's breach of contract, changes to Travel Services or routes, failure to comply with laws or regulations in any jurisdiction, or willful or negligent acts or omissions, which may result in price increases, delays, inconvenience, damage, loss, costs, injury, or death to Travelers or companions.

Suppliers operate under their own terms and conditions, which are separate from these Terms. All documentation, receipts, confirmations, and tickets issued are subject to the terms and conditions specified by each Supplier. Your travel documentation identifies each Supplier responsible for providing your Travel Services. By paying for Travel Services, you consent to the use of those Suppliers.

Please read Supplier terms and conditions carefully—you are responsible for understanding and complying with the terms imposed by each Supplier, including: (1) payment of all amounts when due; and (2) rules and restrictions regarding the availability and use of Travel Services, including baggage allowances, check-in/check-out times, and age or height restrictions. Any questions about a Supplier's terms and conditions should be addressed to the Supplier of a specific Travel Service.

You understand that any violation of Supplier terms may result in denied access to Travel Services, cancellation of reservations, and forfeiture of any amounts paid by you. If such violation results in costs to Agency, you agree to promptly reimburse Agency for all such costs. Suppliers may require you to sign a liability waiver prior to participating in their Travel Services.

If a Supplier declares bankruptcy, it may not be obligated to transport you or to provide refunds. Following bankruptcy, Suppliers may continue to provide all or some Travel Services or they may stop operations. In such case, other Suppliers may, but are not required to, provide alternative travel services to you. Agency is not permitted to provide refunds to you for Suppliers who have declared bankruptcy. Agency has no special knowledge about the financial condition of any Supplier.

Agency has no liability for recommending a Trip credit or a refund. All Supplier promotions, incentives, prices, and offers are subject to Supplier availability, which may change at any time without notice.

TRAVEL RISK & INSURANCE

Agency is not an insurance agent or provider. We advise travelers of the availability of travel insurance, which third-party insurance agents and providers offer to travelers in exchange for fees.

We recommend that you buy such insurance to cover each Traveler. If you have any questions or if you have not received information on the availability of such insurance, please contact us before accepting these Terms.

You understand that your Trip may involve: (1) inherent risks and unplanned events; (2) fees for changes and cancellations; and (3) other unexpected costs, some of which may be **NON-REFUNDABLE**.

You are responsible for choosing to buy (or not to buy) travel insurance.

If you choose to buy travel insurance: (1) you are responsible for reading and understanding all details and terms regarding your itineraries and insurance coverages; (2) you understand that insurance covers only those things expressly stated in each policy; (3) you understand that insurance policies may include restrictions or pricing policies based, for example, on the type and location of travel or the time of purchase; and (4) you understand insurance policies may exclude coverage for matters such as pre-existing medical conditions, travel interruptions relating to any pandemic or epidemic, and risk activities and locations.

If you choose not to buy travel insurance: (1) you accept all risks relating to your travel; (2) you may lose up to 100% of the cost of travel bookings, plus any cancellation and related fees charged by Agency and third-party suppliers; and (3) you waive insurance protection relating to your travel, including without limitation, changes and cancellations; baggage delays and loss; supplier defaults; medical costs; and accidents and emergencies; and any other damage, loss, cost, injury, and death relating to your travel.

You waive all claims against and indemnify Agency, its owners, directors, employees, contractors, advisors, agents, representatives, successors, and assigns for and from any damage, loss, cost, injury, or death relating to: (1) your decision to buy or not to buy travel

insurance; (2) any insurance policy you may choose to buy; and (3) any claim your insurance provider may deny.

This section will survive termination of these Terms.

PERSONAL INFORMATION

You understand that, as part of Booking any Travel Services, your personal information may be conveyed to Agency, Suppliers, and other third-party providers to accommodate your travel, and you consent to the use of your personal information by these parties. Such personal information may include birth dates, passport numbers, travel dates, occupation, frequent flyer information, bank accounts, credit cards, and other information needed to secure travel arrangements.

Agency has no liability regarding: (1) the distribution of your information to any Supplier or other third party, including any CRM or other technology platform outside our control; or (2) any third party's failure to protect your personal information. You authorize Agency to keep your personal information for as long as needed to provide Bookings and for a reasonable period thereafter for Agency's legal or business purposes.

PRICING

Quoted prices are based only on the items expressly included in the Trip Documentation.

Unless specifically itemized in the Trip Documentation, prices do not include other travel costs, fees, or taxes, including: (1) fees imposed by or for airports, ports, stations, security, agriculture, customs, immigration, visas, passports, or any other government-imposed fees or taxes; or (2) fees for meals, beverages, alcohol, minibars, entertainment, seat assignments, upgrades, excursions, hospitality, gratuities, copies, telecommunications, energy, laundry, cleaning, bedding, parking, valet, insurance, taxis, transfers, porterage, departures, travel segments, health, medical treatment or tests, vaccinations, pharmaceuticals, or any other personal charges.

All Supplier prices and availability are subject to change without prior notice until you make full payment of deposits and other amounts due, as agreed in your Trip Documentation. However, even following your full payment, you agree to pay additional fees that may arise for variable matters beyond our control, including fuel and other surcharges.

Agency has no responsibility for: (1) transparency or disclosure by any third party regarding its pricing; (2) price changes or variable fees; (3) currency exchange fluctuations; or (4) charges relating to foreign-currency transactions.

We reserve the right at any time for any reason to correct errors or omissions regarding prices, to re-invoice you at corrected prices, or to take any other corrective measures regarding your Bookings.

PAYMENT

You agree to make full payment of deposits and other amounts due as agreed in your Trip Documentation.

If you do not make full payment of any deposit or other amount by its due date: (1) Suppliers may impose price increases, fees, or penalties; (2) Suppliers may cancel your Bookings in whole or part; (3) Agency may cancel your Bookings in whole or part; and (4) your previous deposits and other amounts paid may be **NON-REFUNDABLE** under Supplier terms.

You are solely responsible, and Agency has no responsibility or liability, for consequences relating to your past-due payment or non-payment.

If you request re-Booking, Agency will assist you with obtaining any refunds due to re-Booking Trips (e.g., using future cruise credits). However, Agency may, in its discretion, charge a **NON-REFUNDABLE** fee for re-Bookings.

Unless Agency provides prior written consent: (1) we are not the "merchant of record" (as defined by the U.S. Department of Transportation) regarding your Travel Services; (2) we do not take possession of amounts you pay to Suppliers for Travel Services; and (3) we are not responsible for any refunds payable to you by Suppliers.

Your payments are in U.S. dollars unless we notify you otherwise. Payments in currency other than U.S. dollars will be converted at then-current exchange rates. Agency payments to Suppliers will be converted at then-current exchange rates between U.S. dollars and the currency in Supplier's country.

CREDIT & DEBIT CARDS

By submitting your credit or debit card ("Card") to us, you confirm that: (1) you are an authorized user of that Card; (2) you authorize us, or our agents, to charge your Card for payments on due dates agreed in your Trip Documentation; and (3) you authorize us, or our agents, to credit to your Card any amounts charged in error.

You are responsible for all costs, including costs of recovery, relating to the following: (1) if you provide to us an incorrect Card number; (2) if our valid charges to your Card are declined; (3) if your Card has insufficient funds on payment dates agreed in your Trip Documentation; and (4) if your Card account is closed or expires before you pay all amounts agreed in your Trip Documentation.

In any such event, you agree we have a right to suspend or cancel any Booking, and we have no obligation to refund amounts paid by you if we suspend or cancel any Booking.

CHARGEBACKS

You agree not to initiate, and you waive any right to pursue, any credit- or debit-card chargeback, reverse-charge, refund, or recollection (collectively, "Chargeback") for any reason, including delay, cancellation, refusal of entry, exit, or transit, *force majeure* event,

provision or non-provision of Travel Services, Supplier price changes, fees, or penalties, Food Allergies (defined below), or any other matter relating to your Trip, except in the case of fraud.

Even in the case of fraud, before initiating any Chargeback, you agree to first address the matter directly with us in writing to give us a reasonable time to investigate the matter and respond to you.

If you initiate a Chargeback relating to any amount we validly charge to your Card without our prior written authorization, you agree to pay us for all fees and costs, including attorney's fees and legal expenses, we incur to dispute and respond to that Chargeback.

This section will survive termination of these Terms.

CHANGES, CANCELLATIONS, REFUNDS

You agree to comply with Supplier terms relating to change or cancellation of Bookings. Supplier terms may not allow refunds if you change, cancel, partially use, or do not use Travel Services for any reason, including actual, threatened, or fear of potential health matters, pandemics, epidemics, weather conditions, terrorism, political unrest, or similar circumstances.

If you change or cancel a Booking, you may be subject to: Supplier fees, charges, or penalties.

We reserve the right to modify or cancel any Booking or Trip at any time if Supplier minimum occupancy requirements are not met. If we modify or cancel any Booking or Trip per the above: (1) we will provide you reasonable notice and the reasons for such change; and (2) you understand that independent bookings made outside of these Terms, including airline, rail, and other travel services, may be **NON-REFUNDABLE** and that Agency has no responsibility for such bookings.

If you have any claim for refund or adjustment regarding your Trip, you agree to deliver it to Agency in writing, including full details and documentation regarding the background, rationale, and proof of payment.

This section will survive termination of these Terms.

NO SHOWS

Traveler's failure to travel or show up for any Booking will be considered a "no show." No shows are subject to: (1) change or cancellation fees of Agency; and (2) Supplier terms, which may include change fees, cancellation fees, and other penalties up to the entire cost of Bookings and Travel Services. Traveler is responsible for and agrees to pay all such fees and penalties, which Suppliers may issue as debit memos or any other form at any time following a no show of Traveler.

ACCOMMODATIONS

Lodging accommodations are subject to availability at the time of reservation or check-in. Some Suppliers require **NON-REFUNDABLE** and **NON-TRANSFERABLE** deposits to guarantee a Booking. In such cases, Agency will notify you regarding the **NON-REFUNDABLE** pre-payment for that portion of your Trip.

Lodging amenities including air conditioning, elevators, bed size, connecting or adjacent rooms, handicap accessibility, restaurants, bars, fitness facilities, pools, and spas are not guaranteed at all properties and are not guaranteed to be operational or available during your stay. Refunds regarding amenities are the responsibility of the Supplier.

AIR TRAVEL

Suppliers may require tickets to be paid in full at the time of Booking. Airline tickets, once purchased, may be **NON-REFUNDABLE** and **NON-TRANSFERABLE**, subject to Supplier terms and conditions.

Supplier policies and requirements may differ between domestic and international flights, including fare refundability, transferability, recommended airport arrival times, advanced check-in times, airline ancillary services, and baggage allowances, all of which are subject to change.

Seat assignments are based on availability at the time of selection and payment. Airlines may change seat assignments and aircraft or address other operational matters at any time. Agency cannot guarantee seats in specific locations or next to each other.

Airline seat assignments, baggage and carry-ons, and airline ancillary services such as meals, drinks, entertainment, Wi-Fi, and other services may be subject to additional fees. Airlines may consider a name-change to be a cancellation.

You are responsible for confirming in advance: (1) airline policies and restrictions; (2) availability of airline ancillary services; and (3) paying all related fees.

You agree to comply with safety guidelines of all airlines and hold Agency harmless from any liability relating to airline policies, operations, or fees.

Agency is not responsible for any: (1) fees imposed by airlines for services; (2) changes to aircraft or seat assignments after selection and payment; (3) loss, injury, accident, error, or omission that may occur, including schedule changes, delays, cancellations, and expenses due to weather conditions, airline operations, or equipment repair or failure; or (4) other matters beyond Agency's control.

TRAVELER CONDUCT

You are responsible for: (1) any damage or loss caused by your acts or omissions; and (2) full payment for any such damage or loss directly to Agency or any third party.

Agency is not responsible for any costs relating to: (1) Traveler conduct; or (2) Traveler removal from any Travel Services, in whole or part, whether based on Traveler negligence, willful misconduct, or otherwise. You agree not to hold Agency, its owners, directors, employees, agents, or representatives accountable for any claims arising from Traveler acts or omissions.

Any Authorized Party may, in its discretion, refuse you any Travel Service, require you to leave any Travel Service, or require you to disembark any mode of transportation if the Authorized Party reasonably believes: (1) you are a danger to yourself or any other participant; (2) you have engaged in, are engaged in, or are threatening to engage in behavior that is socially disruptive, verbally abusive, physically abusive, obnoxious, harassing, discriminatory, obscene, contrary to applicable law, or any other behavior that may adversely affect the safety, security, comfort, enjoyment, or well-being of any other Traveler, any Authorized Party, or any third party; or (3) you do not follow any rule, procedure, or instruction of an Authorized Party.

If you are subject to any such determination of an Authorized Party: (1) you may be left at any location, city, port, or place any mode of transport stops; (2) you will be solely responsible for all costs relating to your subsequent subsistence, accommodation, and transportation; (3) you will forego any right to any refund, in whole or part, of any fees paid by you for any Travel Services; and (4) no Authorized Party will have any direct or indirect liability of any kind relating to Traveler acts or omissions.

"Authorized Party" means Agency or any Supplier, including owners, directors, employees, agents, and representatives, who provides to you Travel Services or related goods or services, including any ship operator, ship captain, tour operator, tour director, group leader, or crew member.

This section applies to Traveler conduct before, during, and after the Trip and will survive termination of these Terms.

DISABILITIES & SPECIAL NEEDS

If you have disabilities or special needs that may require non-emergency special services, additional support, or disability accommodations, please advise Agency in advance of Booking.

Airlines and other Suppliers may impose charges for additional baggage and may have size restrictions for wheelchairs they can accommodate. If you are unable to use your own wheelchairs, mobility devices, or other medical equipment or devices, rentals may be available, potentially subject to additional charges. If you travel with a service or emotional support animal, you are responsible for engaging with Suppliers regarding any advance arrangements and documentation regarding the animal's health, training, and related factors.

Countries outside the U.S. often apply different laws, rules, regulations, standards, and accommodations for persons with disabilities or special needs. Travel destinations may have limited medical facilities, limited availability of prescription medications, and limited means to accommodate your disability or special needs. Please consult your health provider prior to planning or Booking your travel.

Agency will make all reasonable efforts to request assistance or arrange for appropriate services or equipment regarding Traveler disabilities or special needs. However, Agency is not responsible for the failure of Suppliers to meet Traveler needs and expectations.

FOOD ALLERGIES

If you have food allergies or any similar conditions that may cause you harm during your travel ("Food Allergies"), please advise Agency in advance of Booking. If any Traveler has Food Allergies, each such Traveler: (1) acknowledges the possibility of an elevated risk of reactions, delays, or disruption during travel; (2) acknowledges that Agency does not guarantee the availability of accommodations; and (3) has sole responsibility for his or her Food Allergies and for performing all due diligence relating to such Food Allergies prior to, during, and following travel. Agency is not responsible for any harm or loss caused by any Food Allergy under any circumstances.

RISK ACTIVITY

If you engage in any activity that may involve any risk of harm to your own or another person's health or well-being, damage to property, or costs relating to such activity (collectively, "Risk Activity"), you are solely responsible for your decision to engage in, and your involvement with, such Risk Activity.

You assume all risks, costs, losses, liabilities, and claims relating to any Risk Activity. You will not pursue any claim against Agency, and you release Agency from all liabilities, relating to any Risk Activity.

Risk Activity includes any activity, or travel to any location, which can reasonably be regarded as inherently dangerous, hazardous, or otherwise having the potential to result in: (1) the damage to or loss of any property; or (2) the injury, disability, illness, or death of any person.

ILLNESS & INJURY

If you become ill or injured during a Trip, you will bear all responsibility for your well-being and treatment, if required. In such case, you will be responsible for all costs, planning, and logistics regarding alternative travel arrangements. You will not cause a delay or interruption regarding any Trip or otherwise burden other Travelers. You release Agency, Suppliers, and other Travelers from any liability relating to your illness, injury, missed flights or connections, travel delays, or unused Bookings.

BAGGAGE & PERSONAL ITEMS

You are solely responsible at all times for your baggage, personal items, and travel documents. Agency is not responsible for any damage, loss, delays, or other matters relating to your baggage, personal items, or travel documents.

PASSPORTS, VISAS, MEDICAL DOCUMENTATION

As a general rule, Travelers traveling to or from any international destination must have a valid passport, which must be valid for at least six months beyond a Traveler's date of return.

Minor Travelers (age 17 and under) traveling without an adult, with a single parent, or with a non-parent adult may be required to carry additional authorizations and documentation (e.g., affidavit or letter from the other parent).

Many countries impose specific requirements for entry, exit, and transit, including advance entry visas, biometric requirements (e.e., fingerprints, facial images, iris scans), transit visas for airport layovers (even if you do not leave the airport), and mandatory exit procedures.

For example, in 2026, U.S. citizens are subject to REAL ID requirements for TSA checkpoints for air travel, as well as online pre-registration requirements under the (1) European Travel Information and Authorization Systems (ETIAS) to enter most European Countries; and (2) Electronic Travel Authorization (ETA) to enter the United Kingdom (England, Northern Ireland, Scotland, and Wales).

Many countries have similar requirements, all of which are subject to change and should be confirmed well in advance of travel. Some countries impose differing requirements for Travelers having different nationalities or holding different passports.

Each Traveler is responsible for: (1) taking all actions in advance of any Trip to obtain all documentation needed to enter, exit, or transit any jurisdiction, including passports, visas, and medical and other required documentation; (2) ensuring all such documentation is valid and in your possession; and (3) knowing, understanding, and remaining up to date with the rules governing entry, exit, and transit in each jurisdiction on your itinerary.

Agency is not responsible or liable for: (1) your failure to possess or update passports, visas, or medical or other documentation that may be required to enter, exit, or transit any jurisdiction; or (2) determining the validity of passports, visas, or medical or other documentation required by any jurisdiction.

We will issue **NO REFUNDS** and will have no responsibility for any costs or losses incurred as a result of any Traveler's failure to obtain or possess any passport, visa, or medical or other documentation required by Agency or any third party.

Even if all travel documentation is complete, authorities in any jurisdiction may refuse or restrict entry, exit, or transit. Refusal of entry, exit, or transit by any third party will not be a justification for cancellation or refund regarding Travel Services.

TRAVELER IDENTIFICATION & PROOF OF CITIZENSHIP

The Transportation Security Administration ("TSA") requires all airline passengers to provide: (1) Secure Flight Passenger Data (SFPD); (2) full name as it appears on government-issued identification; (3) date of birth; (4) gender; and (5) redress number (if available). The name of each Traveler on all reservations and travel documents must match the name as it appears on that Traveler's government-issued identification.

Traveler is responsible for any fees and expenses that may be incurred due to an incorrect name or the denial of travel resulting from incorrect or non-matching information. Updated information regarding security measures and air travel requirements are available at https://www.tsa.gov/ https://www.tsa.gov/. We strongly recommend that Travelers review this website well before travel.

PANDEMICS, EPIDEMICS, AND TRAVEL ADVISORIES

You are responsible for being aware of any compliance with any restrictions relating to pandemics, epidemics, and other travel advisories.

You confirm that you have reviewed, understand, and will continually check U.S. Center for Disease Control ("CDC") and U.S. Department of State travel advisories, notices, warnings, restrictions, and rules, including those regarding pandemics, epidemics, and other health threats, which can be navigated via the following links: (1) CDC https://www.cdc.gov/ https://www.cdc.gov/; (2) U.S. Department of State https://www.state.gov/ https://www.state.gov/. Government notices and rules may change before your travel, during your travel, and after you return from travel.

You understand that: (1) certain countries, including the U.S., may require testing and quarantine upon entering the country, as well as testing and quarantine upon returning to the U.S. or your country of residence, including proof of full or partial medical treatments (e.g., vaccination passports); (2) destination jurisdictions may have limited availability of medical tests required to facilitate return to the U.S. or your country of residence; and (3) different Suppliers and jurisdictions may have different medical protocols and screening procedures, including mandatory face coverings and temperature checks in public areas such as hotels, airports, aircraft, cruise ships, trains, or other means of transport.

Failure to comply with local laws and medical protocols may impact travel at the cost of Traveler, including: (1) denial of boarding; (2) termination of Travel Services; (3) entry, exit, and transit regarding any jurisdiction; and (4) return to the U.S. or your country of residence.

Even if a Traveler complies with required local laws and medical protocols, authorities in any jurisdiction may refuse or restrict entry, exit, or transit. Refusal of entry, exit, or transit by any third party will not be a justification for cancellation or refund regarding Travel Services.

CRIMINAL RECORDS

Jurisdictions may restrict entry for persons with criminal records, including Driving Under the Influence (DUI), which border authorities may confirm via governmental databases during entry registration, visa application, or similar processes.

Each Traveler is responsible for knowing, understanding, and remaining up to date with the rules governing such entry restrictions in each jurisdiction on your itinerary, as well as knowing if you or anyone you sign on behalf of has any criminal record, including DUI.

In the interest of privacy, Agency does not inquire into the criminal records, including DUIs, of any Traveler. Agency is not responsible or liable for any Traveler's failure to confirm eligibility to enter any jurisdiction prior to travel.

RESTRICTED PRODUCTS & MATERIALS

You are responsible for knowing, understanding, and complying with applicable laws in each jurisdiction in which you travel or transit regarding possession and use of restricted or illegal products and materials, including: (1) animals and animal products; (2) plants, fruits, vegetables, and soil; (3) cultural artifacts; (4) alcohol; (5) tobacco and vapes; (6) firearms and ammunition; (7) knives and cutting instruments; (8) weapons; (9) flammables and explosives; and (10) any other products or materials that may be restricted or illegal from time to time (collectively, “Restricted Materials”).

You are responsible for knowing, understanding, and complying with applicable laws in each jurisdiction in which you travel or transit regarding possession and use of drugs, substances, and paraphernalia, including prescription, over-the-counter, and other products and materials, which may be restricted or illegal in some jurisdictions but unrestricted and legal in others (collectively, “Drugs”). Local rules may also require you to carry evidence of medical prescriptions from a qualified physician.

Possession or use of Restricted Materials or Drugs may result in: (1) immediate termination of Travel Services; and (2) detainment, prosecution, and incarceration by any government authority.

For example, in Mexico, importing, using, or possessing vapes or other e-liquid devices are subject to detention, confiscation, and fines of $12,500 or more, even for personal use.

Local rules can change rapidly. Before you travel, we strongly recommend you check the latest U.S. State Department travel advisories at https://www.state.gov/. https://www.state.gov/

HAZARDOUS MATERIALS

You are responsible for: (1) knowing, understanding, and complying with all applicable laws in each jurisdiction in which you travel or transit regarding hazardous materials and

insecticides; and (2) confirming with your airline or other travel provider regarding your itinerary and applicable rules.

All air passengers are prohibited by federal law from bringing hazardous materials aboard aircraft in their baggage or on their person. Violations can result in imprisonment and significant fines under 49 U.S.C. 5124 (see https://www.govinfo.gov/ https://www.govinfo.gov/).

Examples include explosives, compressed gases, flammable fluids and solids, oxidizers, poisons, corrosives, radioactive materials, paints, lighter fluid, fireworks, tear gases, oxygen bottles, lithium batteries, and radiopharmaceuticals. Special exceptions apply for small quantities of medical and toilet articles carried in your baggage and on your person.

Restrictions on hazardous materials are listed at: https://www.tsa.gov/ https://www.tsa.gov/. Some foreign airports require treatment of passenger cabins with insecticides prior to or during flights. The U.S. Department of Transportation lists such requirements at: https://www.transportation.gov/ https://www.transportation.gov/.

LIMITATION OF LIABILITY

We arrange Travel Services, which are provided and controlled by Suppliers who are separate from and independent of us. We have no management or control over Suppliers, including their staff, representatives, facilities, equipment, products, or services. Suppliers have sole responsibility and liability to you for their respective Travel Services.

We make no representation or warranty, express or implied, regarding the pricing, value, quality, suitability, fitness, safety, non-infringement, or provision of: (1) Travel Services, which are provided by Suppliers; or (2) Booking and other services that we may provide to you, which we provide "as is."

We have no liability to you for any claim of damage or loss arising from any act or omission, negligent or willful, of any Supplier, Traveler, or other third party, including: (1) any damage to or loss of property; (2) any physical, emotional, or mental injury or death; (3) any cost, inconvenience, disruption, or delay; (4) any cancellation, bankruptcy, or cessation of operations; and (5) any misrepresentation or criminal act.

We have no liability to you for any indirect, incidental, consequential, or punitive damages under contract, tort, or other claim of liability, even if we become aware of the possibility of such damages.

If any decision-making authority awards you damages against us in law or equity, those damages will be limited to the total commissions we collect for making Bookings for you for the Trip during which the damages arise.

Our entire liabilities are as stated in these Terms. All other representations and warranties—express or implied, by statute, law, or otherwise—are excluded.

This section will survive termination of these Terms.

INDEMNITY

You agree to indemnify and hold harmless Agency and its owners, directors, employees, contractors, agents, representatives, advisors, successors, and assigns from all third-party claims, damages, and costs, including attorney's fees and legal costs, arising from: (1) these Terms or Travel Services, including the claims of any Traveler on behalf of whom you sign and accept these Terms; or (2) any act or omission relating to these Terms or Travel Services by you or any Traveler on behalf of whom you sign and accept these Terms.

This section will survive termination of these Terms.

FORCE MAJEURE

No failure or delay in the performance of any obligation under these Terms will be a breach if that failure or delay arises from a *force majeure*.

If either Party's performance is prevented or delayed by a *force majeure*, it will promptly notify the other Party of the circumstances and provide an estimate of impacts. Upon clearance of the *force majeure*, the Party will promptly resume performance.

Unless otherwise required by applicable law: (1) Agency is not liable to you and will not provide any refunds caused by delay or non-performance under these Terms if the delay or non-performance is due to any *force majeure*; and (2) if Agency or any Supplier is affected by a *force majeure*, it may, in its discretion, vary or cancel any itinerary or arrangement in relation to your travel without notice. In such case, you will remain responsible, financially and otherwise, for all alternative travel arrangements.

"*Force majeure*" means: (1) governmental actions; (2) fires, floods, storms, pandemics, epidemics, or other acts of God or nature; (3) wars, terrorism, insurrections, riots, or strikes; (4) failures of water, power, or communications utilities; or (5) any other cause beyond the reasonable control of either Party.

GENERAL

Amendments. These Terms may be amended only in writing by Agency.

Assignment. You may not assign any right or obligation under these Terms without Agency's prior written consent, which will not be unreasonably withheld or delayed.

Waiver. No forbearance or delay in enforcing these Terms will prejudice or restrict any rights of you or Agency. No waiver of a right will operate as a waiver of any subsequent right. No right is exclusive of any other right, and each right is cumulative.

Severability. If any part of these Terms is found unenforceable, that part will be enforced to the fullest extent permitted by law and the remainder of these Terms will remain fully in force.

Relationship of Parties. These Terms do not create an agent relationship, partnership, joint venture, or employment relationship between or among the Parties. You have no authority to bind Agency or incur any obligation on Agency's behalf.

Discretion. While each Party acknowledges its duty of good faith and fair dealing, a Party's discretion means it may consider its own interests without considering the effect of its decision on the other Party.

Notices. Notices under these Terms will be in writing and deemed given when sent receipt confirmed to the receiving Party's email or other address provided under these Terms for purposes of notice.

Acceptance. You may confirm acceptance of these Terms in writing, digitally, or electronically, including by clickwrap, sign-in-wrap, or other active or passive electronic confirmation. Any counterparts created will constitute a single original document.

Conflicts. If any conflict arises between Supplier terms and these Terms, the Client Agreement, or Trip Documentation, the Supplier terms will control. If any conflict arises between these Terms and the Client Agreement or the Trip Documentation, these Terms will control.

Interpretation. The Parties intend that: (1) headings will not be used to interpret these Terms; (2) the words "include" and "including" are without limitation; (3) no text will be construed against either Party as author; and (4) all text is conspicuous.

Termination. Upon termination of these Terms, each Party's rights and obligations will cease immediately, but termination will not affect: (1) either Party's rights and obligations accrued but unsatisfied at termination; or (2) any provision of these Terms expressed to survive termination or by a reasonable reading of its context will survive its termination.

Governing Law. These Terms are governed exclusively by the laws of Virginia without regard to conflict-of-laws principles of any jurisdiction.

Dispute Resolution. If any dispute arises under these Terms, the Parties will use all reasonable efforts to resolve the dispute through informal direct communications.

Courts. If the Parties are unable to resolve a dispute through informal direct communications within 60 days following a Party's notice of dispute sent to the other Party, any claim arising from these Terms will be resolved exclusively by the state or federal courts located in County, Virginia, which neither Party will challenge based on *forum non conveniens* or similar doctrine. Neither Party will bring any legal action against the other Party as any part of a class, group, representative, or private attorney general action.

Equitable Relief. Either Party may seek injunctive or other equitable relief to remedy any actual or threatened breach of these Terms.

Further Assurances. Each Party will perform additional acts as necessary to effect these Terms. The Parties will address together in good faith any unforeseen issues that arise from these Terms with a view to mitigating any material adverse impact on either Party.

Entire Agreement. These Terms, which include the Client Agreement, represent the entire agreement and supersede all prior agreements between the Parties regarding their subject matter, written or oral, express or implied.

Signature: _____

Name:_____ Date: _____