

TERMS AND CONDITIONS

YOUR AGREEMENT WITH PLAN IT AZ, LLC.

By using our services, you are signifying your agreement with the following terms and conditions, on behalf of yourself and all members of your traveling party.

Before we make arrangements for your flight, hotel, car rental, tour, cruise, or other trip, we require that you acknowledge your agreement with the following terms and conditions:

Please thoroughly review these terms and conditions of PLAN IT AZ LLC. herein referred to as PLAN IT AZ. The booking passenger, by accepting this receipt and making payment to PLAN IT AZ, acknowledges that they have been advised of, reviewed, and hereby accept these terms and conditions and contract for travel related services. These conditions apply to yourself, your family or traveling companions that you represent or make payments on their behalf.

PLAN IT AZ offers retail travel services to customers, which are provided by separate and independent vendors of travel services. We do not operate, control, or otherwise provide the services of the independent travel vendors. PLAN IT AZ acts only as a sales agent for any airline, hotel, car-rental company, ground operator, tour operator, cruise line, shore excursion, attractions, or other travel Suppliers who provide goods or services for the passenger(s) trip.

While PLAN IT AZ prides itself on selecting top quality Suppliers, we assume no responsibility for and shall not be liable for any refund, personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be caused by: (1) any defaults, wrongful or negligent acts, or omissions of the Suppliers; (2) any defect in or failure of any vehicle, craft, equipment, or instrumentality owned, operated, or otherwise used or provided by the Suppliers; or (3) any wrongful or negligent acts or omissions on the part of any other party not under our control. Suppliers reserve the right to deviate from the direct, customary and/or scheduled route or itinerary for any reason, without limitation and without notice. Passenger(s) acknowledge and agree that PLAN IT AZ is not responsible for Supplier deviations, delays, cancellations, mandated overnight stays, missed connections or any other condition beyond its control.

VOUR TRAVEL PLANS. In such event, it is the customer's responsibility to make appropriate air arrangements, as well as transportation to and from the destination where the travel booking originates and returns. PLAN IT AZ shall not assume any responsibility for any air and/or ground schedule changes. Every attempt has been made to include all taxes in your package. In rare instances, certain departure taxes must be paid in cash only, upon departure from a country, and may vary in price.

LATE BOOKINGS. Prospective customers are advised to reserve early to avoid disappointment and additional fees.

Force Majeure: "Force Majeure" means, in relation to PLAN IT AZ, any circumstances beyond the reasonable control of PLAN IT AZ, (including, but without limitation, acts of God, explosion, flood, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and

vehicles, delay, wildlife, or other untoward occurrences). PLAN IT AZ shall not be liable for any loss or damage incurred by you as a consequence of any of the Suppliers being unable to perform its obligations due to the unusual or unforeseeable circumstances (a "force majeure event") beyond the control of the party affected by the force majeure event.

Passenger(s) acknowledge and understand that cruise lines, tour operators, and other Suppliers have their own contracts covering cancellation penalties and other terms and conditions, and that you may be bound by those contracts regardless of whether you receive notice of their terms. Pricing and availability may change without notice. Passenger(s) agrees that PLAN IT AZ is not responsible for any errors or omissions in any quotes, advertisements, including on our website, resulting in inventory, content, or pricing discrepancies nor is PLAN IT AZ responsible for any errors or omissions that may occur as a result of incorrect information from third parties. Suppliers reserve the right not to honor any published prices that it determines were erroneous due to electronic, printing, or clerical error. You acknowledge this right and agree to hold PLAN IT AZ harmless for any actions or damages arising from Supplier pricing.

Prices are not subject to increase after you make full payment; however, a price increase may apply due to changes in: transportation costs e.g. fuel, scheduled air fares and any other airline surcharges which are part of the contract between airlines (and their agents) and PLAN IT AZ, Government action such as increases in VAT or any other Government imposed increases, currency in relation to adverse exchange rate variations. Passenger(s) acknowledge and consent to any post-purchase price increases in relation to the above paragraph.

<u>PAYMENTS</u>: PLAN IT AZ accepts Visa, American Express, Discover, and Mastercard. PLAN IT AZ holds reservations until "Deposit Due Date"

indicated on your confirmation. If deposit/payment is not received by PLAN IT AZ on or before the Deposit Due Date, reservations are automatically cancelled. Failure to remit payments on a timely basis will automatically put your booking at risk of cancellation. Please contact us immediately, **and in advance** of your payment due date, if you will be unable to meet this obligation. Without limitation, Passenger(s) voluntarily hold PLAN IT AZ harmless for cancellation of any booking for either late payment or declination of a credit card.

Booking Accuracy/Legal Names: PLEASE CHECK YOUR DOCUMENTS

Please check your documents when you receive them. The names on your documents must match your government-issued ID. Call us if you have any questions.

Passenger(s) is required to immediately review all aspects of their booking to verify (but not limited to): passenger names, mailing address, date of birth, pricing, airfare, arrival/departure airports, accommodations, and organized activities on your booking confirmation. Please notify PLAN IT AZ immediately if any omissions and/or corrections are needed regarding the booking details. Passenger(s) voluntarily assumes full and sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions. The name, date of birth and gender that appears on your passport or government issued ID must exactly match the same such data that is listed on airline ticket(s) and booking records. PLAN IT AZ strongly recommends that you take into account that certain countries will not admit a passenger if their passport expires within six (6) months of the return date of travel. Non-United States citizens may require additional documentation. Children and infants also require all such travel documents.

PLAN IT AZ has no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, climate extremes, or the suitability for disabled persons of any portion of any tour at locations to which you may travel. For information concerning possible dangers at destinations, we recommend you contact the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or www.travel.state.gov. For medical information, we recommend you contact the Centers for Disease Control at (800) CDC-INFO or www.cdc.gov/travel. You assume full and complete responsibility for checking and verifying any and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination(s). You hereby release PLAN IT AZ from all claims arising out of any problem covered in this paragraph, and to submit all other claims against us within 30 days after the return of your trip. You agree that all suits in connection with, or incident to, this agreement shall be litigated, if at all, in the courts in Kershaw County, SC which will serve as the exclusive jurisdiction for all claims brought by you or PLAN IT AZ and you hereby submit to the personal jurisdiction of those courts.

Power of Attorney: As our client, you hereby appoint PLAN IT AZ to be your attorneys-in-fact for the purpose of signing all documents necessary to purchase and issue airline tickets, tours, cruises, insurance and hotel guarantees. You authorize any of the attorneys-in-fact to authorize credit card authorizations for said purchases whenever any of them receives an online, phone, or email booking request reasonably believed to be from you or someone acting on your behalf, requesting travel arrangements be charged to this credit card account. You agree that you will pay for all such purchases and will not hold us responsible for any of our actions pursuant to this power of attorney.

Information on Website: The content and images contained on this website, including downloadable files, are protected by copyright. You agree not to use or authorize the use of this information for any purpose other than personal use, and not to engage in the resale, redistribution, and use of the information on this website for commercial purposes. This website may contain third-party links and pointers which are included solely for your convenience and do not constitute any endorsement by PLAN IT AZ and/or our Suppliers. While every effort has been made to ensure the accuracy and completeness of this information, PLAN IT AZ is not responsible for the accuracy of the information, or the contents of the websites.

Electronic or handwritten signature: Both parties agree that you may acknowledge and agree to these Terms: (a) electronically; (b) by handwritten signature; (c) by any other electronic means, including without limitation acknowledgement via email acceptance of these Terms; or (d) by your implied consent deemed via your actions which shall include without limitation the payment of the invoice and/ or your use of the services provided by PLAN IT AZ or any other travel supplier related to your booking. All such means will be deemed to constitute effective acknowledgement and execution of this Agreement and shall be sufficient to bind the parties to the terms and conditions of this agreement.

Travel insurance protection is strongly recommended. As your travel agent, we have a professional responsibility to recommend the purchase of travel insurance to cover certain risks inherent in travel to protect against THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN

ALMOST ALL CIRCUMSTANCES. By declining appropriate travel insurance, passenger(s) acknowledges and accepts liability for any cancellation penalties, damages and/or out-of-pocket expenses incurred.

If purchasing travel insurance, we urge you to thoroughly read your policy's confirmation of benefits. This information includes, but is not limited to, details on the extent of coverage and procedures for making a claim. Please note that the travel insurance provider may not be allowed to discuss your claim with PLAN IT AZ due to privacy laws (e.g. HIPAA). Passenger(s) acknowledge and agree that PLAN IT AZ has no control over the travel insurance provider or its coverage decisions, and as a result PLAN IT AZ is not responsible for and shall not be liable for policy coverage, claims processing, or the denial of any claims.

ALTERATIONS IN TRAVEL PLANS. Alterations in itinerary may be necessitated for any number of reasons, including but not limited to severe weather at the sole discretion of PLAN IT AZ and subject to supplier terms and conditions. If a property, supplier, activity, or area is removed for any reason, it may be replaced with a comparable one.

MODIFICATION OF TERMS AND CONDITIONS: The Terms and Conditions may be amended or modified by PLAN IT AZ at any time without notice. It is therefore essential that you consult the Terms and Conditions prior to making each and every booking, particularly in order to ensure what provisions are in operation in case they have changed since the last time an order was placed by you.

Only those who have accepted the Terms and Conditions and affirmatively indicated their consent to be bound by the Terms and Conditions may make a booking with PLAN IT AZ. Without this acceptance any order is subject to cancellation at any time.

The failure of PLAN IT AZ to act with respect to a breach of these Terms and Conditions by you, or others, does not waive its right to act with respect to subsequent

or similar breaches. PLAN IT AZ does not guarantee it will take action against all breaches of this these Terms and Conditions.