

## TERMS AND CONDITIONS

These Terms and Conditions (“Terms”) between Emmanuel Holidays Inc (“Agency”) and you (including all Travelers on the same booking who share the same household) (“you,” “your,” “yourself” or “Traveler”) becomes effective upon your: (1) electronic or written signature; or (2) payment authorization until terminated in writing by you or Agency. These Terms are subject to change at any time, without prior written notice. The effective version of these Terms is located at <https://emmanuelholidays.com/terms-and-conditions>.

### DEFINITIONS

“**Agency**” means Emmanuel Holidays Inc.

“**Booking Services**” means travel reservation and booking services for Travel Services, which Agency provides to you under these Terms.

“**Lead Traveler**” means you, acting on behalf of all Travelers on the same booking who share the same household under these Terms.

“**Supplier**” means any party who provides Travel Services to any Traveler.

“**Terms**” means these Terms and Conditions.

“**Traveler**” means you and all Travelers on the same booking who share the same household under these Terms.

“**Travel Services**” means travel products and services provided to you by Suppliers, including hotel accommodations, air transportation, cruises, car rentals, tours, activities, and similar products and services involving any type of leisure, business, or other travel under these Terms.

### TRAVELERS

- By your signature or payment authorization, you agree to these Terms, including without limitation all cancellation policies, on behalf of yourself and each Traveler on the same booking who share the same household with you.
- You are the **Lead Traveler**—you represent all Travelers on the same booking who share the same household with you.
- By your signature or payment authorization, you confirm to Agency that you have:
  - Shared these Terms with all Travelers; and
  - Obtained written confirmation that each Traveler has agreed to these Terms, which confirmations you will promptly deliver to Agency.
- You are responsible for booking, confirming, and paying for all reservations sufficiently prior to travel dates to ensure availability, avoid late-booking fees, and avoid fare increases.

- You acknowledge the text of these Terms is conspicuous.
- You are responsible for understanding these Terms—please read them carefully before accepting Booking Services or Travel Services.
- If you do not understand any part of these Terms, please contact Agency in writing to request clarification.

## **AGENCY**

- Agency is a travel agent who provides Booking Services (not Travel Services) to you.
- Agency reserves the right at any time to correct errors or omissions regarding pricing or any other matters regarding your travel booking.

## **SUPPLIERS**

- Suppliers are independent companies who provide Travel Services to you.
- Suppliers operate under their own terms, conditions, and management.
- 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.
- All documentation, receipts, confirmations, and tickets issued are subject to the terms and conditions specified by each Supplier.
- Please read Supplier terms and conditions carefully—you are responsible for understanding and complying with terms imposed by any Supplier with which you elect to deal, including without limitation payment of all amounts when due and compliance with Supplier's rules and restrictions regarding availability and use of Travel Services.
- You understand that any violation of Suppliers' terms may result in denied access to Travel Services, cancellation of reservations, and forfeiture of any monies paid. If any such violation results in fees or penalties to Agency, you agree to cover all such actual costs.
- Suppliers may require you to sign a liability waiver prior to participating in their Travel Services.
- 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, failure to comply with any laws, or wilful or negligent acts, errors, or omissions, which may result in delays, inconvenience, costs, loss, damage, injury, or death to Travelers or Travelers' companions.
- If a Supplier declares bankruptcy, it is not obligated to transport you or to provide refunds. It might continue to provide some or all Travel Services, or it may stop operations completely.
- Other Suppliers may, but are not required to, provide alternative Travel Services.
- Payments to Agency immediately become the property of Suppliers, as required by law.
- Agency is not permitted to provide refunds for Suppliers who have declared bankruptcy.
- Agency has no special knowledge about the financial condition of Suppliers.
- Agency has no liability for recommending a trip credit or a refund.

- All Supplier promotions, incentives, and offers are subject to Supplier availability, which may change at any time without notice.

## **RATES & INCLUSIONS**

- Quoted rates are based on the precise inclusions Agency provides to you in writing.
- Unless specifically itemized on your travel documentation, rates do not include other Travelers' costs, fees, or taxes related to:
  - Airports, ports, stations, security, agriculture, customs, immigration, visas, passports, or any other government-imposed fees or taxes, without limitation; or
  - Meals, beverages, alcohol, minibars, entertainment, seat assignments, upgrades, excursions, hospitality, gratuities, copies, telecommunications, energy, laundry, cleaning, bedding, parking, valet, insurance, taxis, transfers, portage, departures, travel segments, health, medical tests or treatment, vaccinations, pharmaceuticals, supplements, or any other charges of a personal nature, without limitation.

## **PERSONAL INFORMATION**

- You consent to Agency and Supplier use of your personal information.
- You understand that, as part of booking any Travel Services, certain personal information may be conveyed to third parties to accommodate your travel.
  - Such information includes 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 the distribution of your information to any Supplier or any Supplier's failure to protect your personal information.
- You authorize Agency to keep your personal information for as long as needed to provide Booking Services and for a reasonable period thereafter for Agency's legal or business purposes.

## **RESERVATIONS & PAYMENT**

- You authorize Agency to charge your credit card, debit card, or other means of payment for all charges associated with your travel booking.
- Traveler payments to Agency in currency other than U.S. Dollars (USD) will be converted at then-current exchange rates.
- Agency payments to Suppliers will be converted at then-current exchange rates between USD and the currency in Supplier's country.
- All Supplier prices are subject to change, including changes based on currency exchange-rate fluctuations.
- Agency has no responsibility for Supplier price changes, currency fluctuations, or surcharges or fees relating to foreign-currency transactions.
- A purchase of Travel Services is not complete until all deposits and other amounts due have been paid and processed and you receive a written booking confirmation.

- If you do not make payments by their due date, Suppliers may cancel your booking in whole or part, which may result in deposits or previous payments becoming **NON-REFUNDABLE**.
- You are responsible for Supplier price increases, fees, or penalties incurred as a result of your late payment. Agency has no responsibility for such price increases, fees, or penalties.
- Agency reserves the right to cancel your booking if Agency does not receive full payment for Booking Services or Travel Services within a reasonable time, in Agency's sole discretion.
- If rebooking is requested, Agency will assist with obtaining any refunds due to rebooking trips (e.g., using future cruise credits), but Agency may, in its sole discretion, charge a **NON-REFUNDABLE FEE** for that Booking Service.

## **CHANGES & CANCELLATIONS**

- You agree to comply with the terms and conditions of Suppliers regarding your Travel Services, and changes thereto, and you agree to pay any applicable change or cancellation fees.
- If you change or cancel a reservation or booking, you may be subject to:
  - Agency fees of USD 200.0 per person ; AND
  - Supplier fees, charges, or penalties.
- **NO REFUNDS** will apply to any cancelled, unused, or partially used Travel Service.
- Hotels may not permit changes to or cancellation of reservations, subject to the terms and conditions of the hotel reservation.
- Notwithstanding the above, you agree to the following cancellation policies of Agency: The tour operator (Emmanuel Holidays) is not responsible for trip cancellations due to airline issues, natural disasters, war, or any unforeseen events beyond their control. We highly recommend purchasing travel insurance to cover unexpected cancellations, medical emergencies, accidents, and more. Refund Policy: A \$200 cancellation fee applies once registration is completed. If you cancel between 90-120 days before the travel date, you'll receive an 80% refund of the tour cost. Cancellations made between 60-89 days before the travel date will result in a 60% refund. Between 45-59 days prior to the travel date, you'll receive a 50% refund. Cancellations made between 21-44 days before the travel date will result in a 35% refund. Unfortunately, no refunds will be available if the trip is canceled within 20 days of the departure date..

## **NO SHOWS**

- Failure to travel or show up for any reservation or booking is considered a "no show."
- No show penalties will equal amounts up to the entire cost of travel, subject to terms and conditions of Supplier and Agency policies.

## **REFUNDS, CHARGEBACKS, AND ADJUSTMENTS**

- You will deliver to Agency in writing any claim for refund or adjustment.

- Full details and proof of payment documentation must accompany all claims.
- You may not be entitled to a refund if you change or cancel your travel plans after: (1) a confirmation of the booking; or (2) payment for a booking.
- Refunds are subject to Supplier terms and conditions.
- Suppliers may not issue refunds for cancellation due to actual, threatened, or fear of potential terrorist events, political unrest, pandemic or health concerns, or similar circumstances. Please carefully review Supplier terms and conditions.
- You waive any right to a chargeback in case of cancellation (except for fraud), including any force majeure event (as described below).
- If you attempt a chargeback, reverse charge, or recollection of a payment already made without Agency's authorization, Agency reserves the right to charge you additional costs, fees, and expenses associated with such chargeback, reverse charge, or recollection, including without limitation attorney's fees and legal costs.

## ACCOMMODATIONS

- Hotel accommodation is subject to availability at the time of reservation.
- Some hotels 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 travel.
- Amenities such as air conditioning, elevators, bed size, and similar preferences are not guaranteed at all properties. In addition, even if a property has amenities such as air conditioning, elevators, restaurants, bars, fitness facilities, or pools, such amenities are not guaranteed to be operational or available during your stay.
- Reimbursement for lack of amenities is solely the responsibility of the hotel.
- Agency may elect to act as an intermediary, but it is not responsible for such reimbursement under any circumstances.

## AIR TRAVEL

- Most airlines consider a name-change to be a cancellation.
- You are responsible for excess baggage fees. Travelers are responsible to confirm airline baggage allowances for all flights.
- International flights may have different requirements than domestic flights.
- Tickets of any kind are payable in full at the time of booking.
- Airline tickets, once purchased, may be **NON-REFUNDABLE** and **NON-EXCHANGEABLE**, subject to Supplier terms and conditions.
- Agency is not responsible for any loss, injury, accident, error, or omission that may occur, including without limitation schedule changes, additional expenses, delays, and cancellations due to weather conditions, equipment failure or repair, or other matters beyond Agency's control.
- You agree to comply with safety guidelines of all airlines and hold Agency harmless from any liability due to airline restrictions.
- Airline pre-arranged seat assignments, baggage, carry-ons, meals, drinks, and other services may be subject to additional fees.
- Agency cannot guarantee seats in specific locations or next to each other. Seat assignments are strictly based on availability at the time seats are being selected and paid for.
- Airlines retain the right to change aircraft and seat assignments at any time.

- Agency is not responsible for any changes made by airlines or any additional charges imposed by airlines for any changes to seat assignments after selection and payment.

## **TRAVEL INSURANCE**

- Agency strongly recommends that each Traveler purchases comprehensive travel insurance.
- If you decline to purchase travel insurance that includes coverage for emergency and medical needs while traveling and coverage for travel delays, you assume all personal risk and financial loss if you cancel your travel or incur costs or losses during the course of travel.
- You understand that concerns or fear of pandemics or epidemics are not a covered reason under some travel insurance policies.
- Insurance policies may exclude coverage for pandemics and epidemics.
- Insurance claims will only be paid for covered matters, as stated in the insurance policy.
- You hold Agency harmless for your election not to purchase travel insurance and for any denial of any claim by any insurer for any reason.

## **TRAVELER CONDUCT**

- You are responsible for any damage or loss caused by any Traveler acts, errors, or omissions.
- You are responsible for full payment for any such damage or loss directly to Supplier or provider of any Travel Services or goods or services relating thereto.
- You indemnify Agency for all amounts of any claim made against Agency, including without limitation attorney's fees and other legal costs, relating to Traveler acts, errors, or omissions.
- Agency is not responsible for any costs relating to Traveler conduct, Traveler removal from any Travel Services, in whole or part, based on Traveler's negligence, willful misconduct, or otherwise.
- You agree not to hold Agency, its owners, employees, agents, or representatives accountable for any claims arising from Traveler acts, errors, or omissions.
- Any Authorized Party (defined below) may, in its sole 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:
  - You are a danger to yourself or any other participant;
  - 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, or any other behavior that may adversely affect the safety, security, comfort, enjoyment, or well-being of any other participant, any Authorized Party, or any third party; or
  - You do not follow any rule, procedure, or instruction of an Authorized Party.
- If you are subject to any determination of an Authorized Party described above:
  - You may be left at any location, city, port, or place any mode of transport stops;

- You will be solely responsible for all costs relating to your subsequent subsistence, accommodation, or transportation;
- You will forego any right to any refund, in whole or part, of any fees paid by you for any Travel Services; and
- No Authorized Party will have any direct or indirect liability of any kind relating to Traveler's acts, errors, or omissions.
- "Authorized Party" means any Supplier or any of its agents, representatives, or sub-suppliers of Travel Services or goods or services related thereto, including without limitation any ship operator, ship captain, tour operator, tour director, group leader, or crew member.
- You are solely responsible at all times for your baggage and personal items, including items acquired during your travel.

## **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.
- 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.
- Airlines and other Suppliers may impose charges for additional baggage and may have size restrictions for wheelchairs they can accommodate.
- If you travel with a service animal or emotional support animal, Suppliers may require advance arrangements and documentation regarding the animal's health, training, and related factors.
- Countries outside the United States and Canada 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:
  - Acknowledges the possibility of an elevated risk of reactions, delays, or disruption regarding your travel; and
  - 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 your travel.

- You will not pursue credit card “charge backs” relating to Food Allergies.

## **RISK ACTIVITY**

- If you engage in any activity that may involve any risk of harm to any person’s health or wellbeing, 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, any Risk Activity.
- You assume all risks and costs relating to, and for all causes of action arising from, Risk Activity.
- You will not pursue any cause of action against Agency relating to any Risk Activity.
- You release Agency from all liabilities, causes of action, and claims relating to any Risk Activity.
- Risk Activity includes without limitation any activity that could reasonably be regarded as inherently dangerous, hazardous, or otherwise having the potential to result in costs, damage to property, or injury, disability, illness, or death of any person.

## **TRAVELER IDENTIFICATION & PROOF OF CITIZENSHIP**

- The Transportation Security Administration (TSA) requires all airline passengers to provide:
  - Secure Flight Passenger Data (SFPD);
  - Full name as it appears on government-issued identification;
  - Date of birth;
  - Gender; and
  - Redress number (if available).
- The name of Travelers 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 requirements for air travel are available at [www.tsa.gov](http://www.tsa.gov). Agency highly recommends that Travelers check this website well before travel.
- All U.S. citizens traveling to or from any international destination must have a valid passport, which must be valid for at least six months beyond Traveler’s date of return.
- Travelers are responsible to confirm and obtain in advance travel documentation required by any Supplier, including without limitation requirements based on Traveler status, country of origin, destination country, and stops in any other countries.
- Travelers are responsible to confirm and comply with up-to-date entry and exit requirements of any jurisdiction relating to Travel Services.
- Minor Travelers (age 17 and under) traveling without an adult, with a single parent, or with a non-parent adult may be required to have additional documentation, as required by domestic or international airline Suppliers.



- **NO REFUND** will be issued for any costs or losses incurred as a result of Traveler's failure to obtain or provide travel documentation required by any Supplier.

## **PASSPORTS, VISAS, AND DRIVER'S LICENSES**

- You are responsible to be familiar with the laws and rules governing any travel to any country.
- You are responsible to determine the documents needed, to acquire such documentation, and to ensure your passport is up to date and valid to enter or exit any country.
- Agency may be able to assist you in acquiring the necessary travel documents upon your request.
- However, Agency is not responsible or liable for your failure to hold visas or documentation or to determine the validity of your passport or any other travel document to enter or exit any country.

## **ENTRY REFUSAL**

- Countries may restrict entry for persons with criminal records.
- You are responsible for understanding all destination entry laws and for knowing if you or anyone in your party has a criminal record.
- Agency does not inquire into Traveler criminal records in the interests of privacy.
- Refusal of entry will not be a justification for cancellation of Travel Services, chargeback, or refund.

## **PANDEMICS, EPIDEMICS, AND TRAVEL ADVISORIES**

- You are solely responsible for being aware of any restrictions related to pandemics, epidemics, and other travel advisories.
- You warrant that you have reviewed and understand all 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, COVID-19, and other health threats.
- You are aware that certain countries, including the United States, may require testing and quarantine upon entering the country, as well as testing and quarantine upon returning to the United States or your country of residence.
- You understand destination countries may have limited availability of tests required for return to the United States.
- Screening procedures and restrictions may take place at airports and in public areas.
- Restrictions may include mandatory face coverings and/or temperature checks in airports, hotels, cruise ships, trains, or other means of transport.
- You are aware that immigration restrictions may be put in place before or during travel that could impede your ability to enter or exit your destination as planned.
- Travelers, including U.S. Citizens, agree to refer to current CDC guidelines, country-specific guidelines, and Supplier requirements regarding health and medical testing and documentation requirements.

- If you fail to comply with current regulations or provide any required testing results or documentation, you may be denied boarding, entry, or return to the United States or your country of residence.
- You are responsible for continually checking the latest CDC and State Department travel advisories, which can be navigated via the following links:
  - **U.S. Center for Disease Control Information**
    - <https://www.cdc.gov/coronavirus/2019-ncov/travelers>
    - <https://wwwnc.cdc.gov/travel/notices>
  - **U.S. Department of State Information**
    - <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>
- CDC and other governmental notices and policies may change before your travel, during your travel, and after you return from travel.
- Neither Agency nor Suppliers are responsible for Traveler testing or documentation.
- You understand the inherent risks of choosing to travel.
- You accept the risks set out above and hold Agency harmless against any travel restrictions, death, illness, cancellations by Suppliers, financial loss, quarantining rules, or measures put in place at airports or destinations you travel through.
- You hold Agency harmless for any financial penalties or fees imposed by Suppliers for cancellations or postponements relating to COVID-19, pandemics, epidemics, natural disasters, accidents, or disturbances, or any similar events.
- You agree not to pursue any credit card charge-back, reimbursement, or legal action against Agency regarding such penalties or fees.

## **RESTRICTED PRODUCTS & MATERIALS**

- You are responsible for knowledge, comprehension, and compliance with applicable laws in each jurisdiction in which you travel regarding restricted products and other materials, including without limitation laws regarding the possession or use of animals and animal products; plants, fruits, vegetables; soil; cultural artifacts; alcohol; firearms and ammunition; knives and cutting instruments; weapons; explosives; and any other restricted or illegal products or materials.
- You are responsible for knowledge, comprehension, and compliance with applicable laws in each jurisdiction in which you travel regarding Illegal drugs, substances, and paraphernalia, including prescription or over-the-counter products that may be restricted in some jurisdictions but unrestricted in others (“Drugs”).
  - Local laws may require you to carry medical prescriptions from a qualified physician.
  - Any possession or use of Drugs may result in immediate termination of Travel Services, as well as prosecution by agents or officers of any government authority.

## **HAZARDOUS MATERIALS**

- All air passengers are prohibited by federal law from bringing hazardous materials aboard aircraft in their luggage or on their person.

- Violations can result in up to 10 years of imprisonment and significant fines under 49 U.S.C. 5124 (see <https://www.govinfo.gov/content/pkg/USCODE-2009-title49/pdf/USCODE-2009-title49-subtitleIII-chap51-sec5124.pdf>).
- Examples include without limitation 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 (up to 70 ounces total) of medical and toilet articles carried in your luggage and certain smoking materials on your person.
- Restrictions on hazardous materials are listed at <https://www.tsa.gov/travel/security-screening/whatcanibring/all>.
- Some foreign airports require airlines to treat passenger cabins with insecticides prior to or during flights. The U.S. Department of Transportation (DOT) provides a list of such requirements at <https://www.transportation.gov/airconsumer/spray>.
- You are responsible for understanding and complying with all requirements regarding hazardous materials and insecticides.
- Please contact your airline or other travel supplier regarding your itinerary and applicable rules.

## **LIMITATIONS OF LIABILITY**

- AGENCY ACTS AS AN AGENT OF SUPPLIERS AND HAS NO CONTROL OVER SUPPLIER ACTIVITIES, TRAVELER ACTIVITIES, THE ACTIVITIES OF ANY THIRD PARTY.
- TRAVELER AGREES, THEREFORE, THAT AGENCY HAS NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR SPECIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PROPERTY DAMAGE, PERSONAL HARM, PHYSICAL INJURY, OR DEATH RELATING TO:
  - ANY ACT, ERROR, OR OMISSION OF ANY SUPPLIER OR ITS OWNERS, EMPLOYEES, CONTRACTORS, AGENTS, OR REPRESENTATIVES, NEGLIGENT OR OTHERWISE, REGARDING TRAVEL SERVICES, DELIVERY OR FAILURE TO DELIVER TRAVEL SERVICES IN WHOLE OR PART, CANCELLATIONS, BANKRUPTCY OR CESSATION OF OPERATIONS, OR ANY OTHER MATTERS RELATING TO TRAVEL SERVICES; OR
  - ANY ACT, ERROR, OR OMISSION OF TRAVELER, NEGLIGENT OR OTHERWISE; OR
  - ANY ACT, ERROR, OR OMISSION OF ANY THIRD PARTY, NEGLIGENT OR OTHERWISE.
- TRAVELER EXONERATES AGENCY FROM ALL LIABILITY AS SET OUT ABOVE.
- IF, DESPITE SUCH EXONERATION, TRAVELER IS AWARDED DAMAGES AGAINST AGENCY IN LAW OR EQUITY, SUCH DAMAGES WILL BE LIMITED TO THE TOTAL AMOUNT OF COMMISSIONS OR FEES RECEIVED BY AGENCY FOR PROVIDING BOOKING SERVICES UNDER THESE TERMS.
- AGENCY'S SOLE OBLIGATIONS AND LIABILITIES ARE AS STATED IN THESE TERMS. ALL OTHER REPRESENTATIONS AND WARRANTIES—EXPRESS OR IMPLIED, BY STATUTE, LAW, OR OTHERWISE—ARE EXCLUDED.

## ARBITRATION

- In case of a dispute between you and Agency relating to or arising out of these Terms, the parties will first attempt to resolve the dispute personally and in good faith.
- If personal resolution attempts fail after 60 days following written notice of dispute, the parties will submit the dispute to binding arbitration.
- The arbitration will be conducted as follows:
  - State of New York, County of USA.
  - The arbitration will be conducted by a single arbitrator.
  - Such arbitrator will have no authority to add parties, vary the provisions of these Terms, award punitive damages, or certify a class.
- The arbitrator shall be bound by applicable and governing federal law as well as the law of the State of New York, County of USA.
- Each party will pay its own legal costs and fees.

## FORCE MAJEURE

- No failure or delay in the performance of any obligation under these Terms will be a breach if such failure or delay arises from a force majeure or any cause beyond the reasonable and foreseeable control of Agency, including without limitation acts of God, floods, weather conditions, fires, explosions, accidents, war or threats of war (declared or undeclared), acts of terrorism, sabotage, insurrection, riots, strikes, or civil disobedience, sickness, epidemics, pandemics, quarantines, government interventions, defects in machinery or vehicles, delays or other events (collectively, “force majeure”).
- Agency is not liable to you and will not provide any refunds caused by delay or non-performance of any obligation under these Terms to the extent any such delay is due to any force majeure.
- If any Suppliers are affected by any force majeure, they may, in their sole discretion, vary or cancel any itinerary or arrangement in relation to your travel without notice.
- If an accident occurs and you seek assistance from us, you will be responsible (financially and otherwise) responsible for all alternative travel arrangements.

## 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, legal-entity partnership, joint venture, or employment relationship between you and Agency. You have no authority to bind Agency or incur any obligation on Agency's behalf.
- 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 for purposes of notice.
- Counterparts. These Terms may be signed or accepted electronically in more than one counterpart; each will be an original. Counterparts together constitute a single instrument.
- Governing Law. These Terms are governed exclusively by the laws of New York without regard to conflict-of-law provisions.
- Further Assurances. The parties will perform any additional acts as necessary to effect these Terms and will address together in good faith any unforeseen issues that arise under these Terms with a view to mitigating any material adverse impact on either party.
- Entire Agreement. These Terms, together with the Travel Services Agreement, are the entire agreement between Traveler and Agency and supersede all prior agreements, written or oral, between the parties regarding its subject matter.