#### TERMS AND CONDITIONS

**RESERVATIONS:** Can be made at specific sites, <u>Global Travelers and Company</u>, WeTravel.com, TravelJoy.com or contact us via email at <u>info@globaltravelersandcompany.com</u>.

**IDENTIFICATION:** Traveler is required to make reservations in the full name that is listed on his/her government document they will use for travel. If you need to make any changes to a name after travel documents have been issued, you as the registered client will be responsible for all name change fees, if applicable.

**PAYMENTS:** Our merchant accounts are with Stripe. Which will allow our clients to make payments through major credit cards and bank issued debit cards. We also accept payments by phone with a major credit or debit card (470-231-8121). A signed credit card authorization must be submitted for any phone payment.

**REFUNDS:** All payments to Global Travelers LLC et al dba Global Travelers and Company are non-refundable and non-transferable. Global Travelers LLC et al dba Global Travelers and Company has contractual agreements with various vendors that will not allow us to obtain any refunds. This way we can keep our package prices competitive and allow you to make monthly payments on your trip.

**PASSPORTS AND VISAS:** Passengers are responsible for ensuring that they have the proper travel documents and MUST CHECK with the respective consulate(s) or visa agency to determine whether any visas or passports are required. Passports are required to be valid for at least 6 months after the date of travel. Some countries require a full blank "VISA" page in the passport for stamping purposes. Any information provided on travel description pertains to US citizens only. Non-US citizens should check with the respective consulate of the country(s) to be visited for current entry requirements. We strongly suggest all cruise passengers to have a valid passport in their possession while cruising.

**TRAVEL PROTECTION:** Missing a vacation is bad enough. Losing the money, you paid for your vacation is even worse. Therefore, we highly

recommend Travel Protection that helps provide coverage for Trip Cancellation, Interruption, Baggage Loss or Delay, Medical Expenses and more. You are required to select and purchase travel insurance yourself for domestic and international tours. <u>Travel Protection Plans</u>

**TRAVEL DOCUMENTS:** Provided full payment is received no later than your Final Payment Due date, travel documents and travel instructions will be sent via email and/or mail 15 days or earlier prior to travel. If paper documents are requested when e-documents are available, documents will be delivered via USPS approximately 14-21 days prior, and a fee of \$50 will apply. A complete street address is required (no PO boxes).

CHILDREN: All children under 18 must be accompanied by an adult. Minimum age for children on most tours is 6 months. Minimum age for South Africa and Dubai Tours is 12 years. Minimum age for European Tour programs is 12 years. Minimum age for cruise tours is 6 months old and child must sail in a cabin with an adult over age of 25 years of age. Discounts for children sharing a room as third person may apply to children under 12 years at some resorts on Caribbean and Mexico Tours. Accompanying adults are responsible for the safety of their children including providing any necessary safety equipment (such as infant/child seats) where appropriate. Please note that many countries have adopted practices to prevent international abductions of children. If a person under the age of 18 years will be travelling with an adult other than his/her parents, or with only one parent, a notarized letter written by the parents, or non-travelling parent, granting authorization to travel, including the dates of travel should be carried.

**PRICES:** All prices listed are per person based upon shared room occupancy unless otherwise clearly specified. Prices do not include items of a personal nature such as laundry, wines, water, beverages, food (other than at all-inclusive resorts or where clearly specified), passport and visa fees, insurance, and foreign port taxes unless specifically indicated in the package inclusions. Prices are correct at time of publication; however, as airfares continually fluctuate and classes of service may have limited capacity, tour package prices and availability will change accordingly. In case of human or computer

error, Global Travelers LLC et al dba Global Travelers and Company reserves the right to re-invoice for the correct price or service. A full refund will be made to passengers who choose not to pay an increase, provided Global Travelers LLC et al dba Global Travelers and Company receives a written cancellation within five days of the price increase notification.

#### **PAYMENTS & CANCELLATION**

**Deposit:** A deposit is due at the time of reservation. All deposits are non-refundable and non-transferrable. All reservations (except where specified) will require a deposit and will be clearly noted the amount due and monthly payment plan. In cases where the full balance is paid upfront the no refund policy will still apply.

**FULL PAYMENT:** All reservations can be paid in full at time of booking as long as the tour still has available space.

**LATE PAYMENT:** If there is any outstanding balance by the Final Payment Due date listed on your invoice, a late fee will automatically be added to your invoice one day after your final payment date. Late fees vary. Please see each individual tour description for late fee cost.

REINSTATMENT OF RESERVATIONS: If your travel reservations have been cancelled, and you notify us within 14 days that you want to reinstate your reservations, a service reinstatement fee of \$50 (\$200 for international tours) will be added to your invoice and must be paid in advance in order to apply for reconfirmation of services. Last Minute Reservations: All reservations must be made no later than 30 days prior to departure. If requested services cannot be confirmed, payment will be refunded. If services are confirmed, final payment is due within 24 hours and all applicable cancellation penalties will apply. Form of Payment: US dollar, major credit cards or debit cards. All payments made within 30 days of departure must be made by credit or debit card only. Credit card charges will be accepted by phone or online to fulfill non-refundable deposit requirement.

**CANCELLATION:** Once reservations have been made, cancellations will only be accepted in writing. Email your cancellation request

to <u>info@globaltravelersandcompany.com</u> with your full name, and date of travel. If you do not receive an acknowledgement within 48 hours, please call 470-231-8121 to ensure your information was received. As refunds are not available travel insurance is highly advised and recommended throughout the registration check-out process.

**RESERVATION CHANGES:** Changes to an existing reservation, whatever the cause, will incur a \$50 per person charge plus any additional supplier fees. This includes name changes\* and removal of any services such as optional tours and transfers. \*Please note that name changes to airline reservations are subject to full cancellation and rebooking. Replacing a traveling passenger with another traveling passenger constitutes a cancellation, subject to cancellation penalties, and is not covered by this Reservation Changes policy. Changes or additions after departure are subject to local rates at the time of amendment and must be paid directly by the passenger to the service provider. There are no refunds for unused services.

TRAVELERS WITH DISABILITIES In order to fully enjoy your Global Travelers LLC et al dba Global Travelers and Company tour, we recommend that you select a trip that is suitable to your physical capabilities. Tour participants requiring any form of assistance, including travelers with physical disabilities, sight or hearing impairments, are required to notify Global Travelers LLC et al dba Global Travelers and Company prior to reservation for review and our agreement. Additionally, the tour participant must be accompanied by an individual responsible for providing those services. Tour managers, guides, drivers or other tour, hotel, ship personnel are not able to provide such assistance. In order to participate in escorted tours, passengers must be able to understand and follow instructions given by the Tour Director at all times, both for the successful operation of the tour as well as for their personal safety. Global Travelers LLC et al dba Global Travelers and Company reserves the right to reject participation or remove any individual from a tour if notification was not provided and/or when, in our sole judgment, continued participation would significantly hinder the services to be provided to all guests. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will be the sole

responsibility of the passenger. Escorted tours are fast paced, often requiring lengthy walks over uneven terrain. In the interests of group harmony, clients should be able to maintain the pace of the tour. Clients with special needs may be better served independently. Global Travelers LLC et al dba Global Travelers and Company can suggest touring options based upon specific requirements. Wheelchairs & Walkers: USA Tours: Pursuant to the Americans with Disabilities Act (the ADA), Global Travelers LLC et al dba Global Travelers and Company seeks to accommodate disabled travelers to the extent possible and consistent with the specific tour itinerary. Nevertheless, you may find that certain tour features may not be accessible to the extent that you require a wheelchair, scooter, or other special equipment to participate. We cannot provide individual assistance to travelers with wheelchairs or other mobility devices. We regret that some itineraries cannot accommodate wheelchairs or motorized scooters. Passengers are required to advise Global Travelers LLC et al dba Global Travelers and Company of their accessibility requirements prior to booking in order for Global Travelers LLC et al dba Global Travelers and Company to determine if reasonable accommodations are available. Global Travelers LLC et al dba Global Travelers and Company will endeavor to accommodate special access needs but does not guarantee that it will be able to do so in all cases. International Tours: Hotels, sea and river cruises outside of the United States are not required to comply with ADA requirements and therefore may not have ramps, wide entryways or elevators to accommodate disabled passengers or devices such as wheelchairs, walkers and motorized scooters. Due to physical constraints and space limitations, wheelchairs, walkers, and motorized scooters may not be taken aboard motor coaches and river cruises. Service Animals: Service animals cannot be accommodated on international escorted tours. Passengers on USA escorted tours who require a service dog because of a disability should check with Global Travelers LLC et al dba Global Travelers and Company prior to booking a tour.

**AIRLINES:** Global Travelers LLC et al dba Global Travelers and Company is not responsible for the services and policies imposed by the airlines. Airline schedules and flights are subject to change without notice. Global Travelers LLC et al dba Global Travelers and Company is not responsible for penalties incurred for tickets,

international or domestic, not issued by Global Travelers LLC et al dba Global Travelers and Company due to schedule and/or flight changes. Airline reservations completed online are subject to review and, should Global Travelers LLC et al dba Global Travelers and Company deem it necessary, may be rebooked to match minimum connecting time requirements and/or tour package itineraries, in which case you will be notified immediately. Airlines reserve the right to demand immediate issuance of tickets whenever they determine that specific flights are heavily booked even when normal ticketing rules do not require tickets to be issued until a later date. In this instance, Global Travelers LLC et al dba Global Travelers and Company will require immediate and full payment of the airfare. This situation overrides invoice terms and conditions and payment due dates. If full payment is not received, seats will be cancelled by the airline and may not be available to be rebooked on the same flights or at the same airfare. Any replacement air arrangements and airfare will be the sole responsibility of the passenger.

**AIRLINE TICKETS:** Once full payment is received; Global Travelers LLC et al dba Global Travelers and Company airline tickets will be issued and are fully nonrefundable. Should airline tickets require to be issued earlier than the Final Payment due date, you may be required to pay a larger non-refundable deposit and/or complete full payment.

**AIRLINE SEAT ASSIGNMENTS:** The airlines bear sole authority of assigning seats on group flights. All Global Travelers LLC's et al airline contracts are for economy class seats only. If you require another class of service, you may consider purchasing your own flights and purchasing your land only package from Global Travelers LLC et al.

AIRLINE FREQUENT FLYER PROGRAMS: Passengers are responsible to contact their airline directly regarding mileage eligibility and accrual. Airline frequent flier programs determine whether to award miles in part or total based on their own rules which are updated frequently. Some discounted or promotional airfares as well as some code-share flights are not eligible for mileage accrual. Some private airfares, such as a "Global Travelers LLC's et al Airfare", are not eligible for mileage or may qualify for reduced mileage, even if the same airline class of service is eligible for full mileage when sold as an

"Instant Purchase" published airfare. Not all published airfares are eligible for mileage. Global Travelers LLC et al dba Global Travelers and Company will record frequent flier numbers when provided by the passenger prior to travel documents being issued. However, the addition of frequent flier numbers to airline records does not guarantee mileage eligibility which is at the sole discretion of each airline. Airline schedule changes may result in flights which were originally eligible for mileage accrual no longer being eligible. We highly recommend passengers to provide their frequent flier account information whenever checking in online and/or at the airport checkin desk. After travel has commenced, it is often not possible to apply for frequent mileage credit. Passengers are also responsible to determine whether previously earned mileage may be applied to flights to secure upgrades. Contact Information: Pursuant to TSA Secure Flight requirements, passengers are responsible to provide Global Travelers LLC et al dba Global Travelers and Company with their name as it appears on their passport (or other government-issued I.D. when traveling), date of birth, gender, address, phone number, email and fax data for all passengers. Passengers must ensure that names are correctly listed on their invoice. Global Travelers LLC et al dba Global Travelers and Company will not be responsible for passengers who do not receive an invoice or documents or are denied boarding due to inaccurate information.

AIRLINE NAME CHANGES: Any name change including minor spelling corrections may require airline reservations to be canceled and rebooked. Reservations are subject to current availability and pricing at the time of rebooking. Once airline tickets are issued, subsequent name corrections will be subject to an airline rebooking fee which may be as much as the full value of the airline ticket plus a \$50 revision fee per change. Global Travelers LLC et al dba Global Travelers and Company will not be held responsible for the denial of services by a carrier due to any name discrepancy. Name changes must be advised in writing at <a href="mailto:info@globaltravelersandcompany.com">info@globaltravelersandcompany.com</a>.

**AIRLINE TAXES & FUEL SURCHARGES:** If you purchased airfare, airline taxes and fuel surcharges are included. Prior to completion of full payment there is a potential for a price increase(s) due to increases in government-levied taxes and fees and/or fuel surcharges. To avoid

potential increases, you may choose to accelerate your final payment in order that your tickets may be issued. Once issued, airline tickets are no longer subject to potential increases but are fully nonrefundable. Certain overseas domestic flights are subject to air taxes which can only be paid locally; in these cases, the specific flights and amounts of those taxes are indicated in our package presentation and pre-departure documentation.

**SCHEDULE CHANGES:** In the event of an airline schedule change Global Travelers LLC et al dba Global Travelers and Company will make every effort to inform passengers of the schedule change and new flight schedule prior to departure. Global Travelers LLC et al dba Global Travelers and Company is not responsible for schedule changes including, when applicable, changes in routing and/or the number of stops in the itinerary. Global Travelers LLC et al dba Global Travelers and Company is unable to provide compensation for schedule changes, modifications. cancellations seat assignment or implemented by an airline. In the event of any change in flight itinerary made directly between passengers and their airline, it is the passengers' responsibility to advise Global Travelers LLC et al dba Global Travelers and Company of amended flight details in writing at info@globaltravelersandcompany.com. Global Travelers LLC et al dba Global Travelers and Company cannot be held responsible for land services, including arrival and/or departure transfers, if flights are changed without its knowledge.

HOTEL ACCOMODATIONS: All rooms requested are standard twin/double bed (two single beds) rooms with private facilities unless you have specifically requested a king/double size bed. Please understand although we will make a bed type request on your behalf, bed types are subject to availability. Room selection in all cases is strictly at the discretion of the hotel's management on a run-of-house basis. Triple and quad occupancy rooms consist of two beds for cruises, where triple and quad rooms will consist of a twin bed for each person. Some single rooms are smaller than a standard room size. The number of persons accommodated does not dictate the room size. Although available at most 4- and 5- star hotels, use of airconditioning abroad differs greatly from the United States. Many European hotels were built before central air-conditioning was

introduced. Air-conditioning is often shut down at night and from the end until the start of the summer months. All hotel rates are based on Global Travelers LLC et al dba Global Travelers and Company's agreements with its suppliers and are not negotiable. Hotel check-in time is generally not before 3:00 p.m. and check-out time is prior to Please be that adequate sure arrangements accommodations have been taken into consideration when a latenight flight is being used. If a day room is included in the itinerary, check-out will normally be 6:00 p.m. We reserve the right to make substitutions with hotels of equal standard. There will be no refunds for any difference in the cost of those accommodations. Hotel & Cruise Profiles: Global Travelers LLC et al dba Global Travelers and Company's hotel and cruise ship profiles are based upon information provided to Global Travelers LLC et al dba Global Travelers and Company by hotel and cruise ship partners and their representatives, including images and descriptions of INDIVIDUAL PROPERTIES Star- ratings may differ from country to country. Global Travelers LLC et al dba Global Travelers and Company does its best to maintain current information, however, is not responsible for any inaccuracies, changes in description details or amenities, or images provided by third parties.

**MEALS:** As specified in each itinerary. Meals are based on the hotels or restaurant's buffet or set menu. In general, beverages are not included, unless specifically stated. Although Global Travelers LLC et al dba Global Travelers and Company cannot make guarantees, every effort will be made to honor special dietary requests submitted in writing at least 2 weeks prior to departure to <a href="mailto:info@globaltravelersandcompany.com">info@globaltravelersandcompany.com</a>.

**TRANSFER:** Transfers are provided as indicated for each tour by car, minibus, or motor coach provided airfare is purchased from Global Travelers LLC et al dba Global Travelers and Company. If you purchase a land-only tour, or if you deviate from the arrival and/or departure dates as stated in the itinerary, you will have the responsibility to purchase your own transfer to the hotel. Your arrival transfer is guaranteed for up to one hour from your scheduled arrival time in order to compensate for minor delays. Global Travelers LLC et al dba Global Travelers and Company or the transfer company will not be responsible for flight delays, for any reason, beyond one hour from

your originally scheduled arrival time. In case of a delay, whether due to flight delay, immigration and customs, or time spent reporting baggage damage or loss, it will be your responsibility to make other transfer arrangements such as a taxi. Transfer costs are not refundable, and any additional expenses will be your responsibility. The cost of a transfer is more expensive than hiring a taxi, as a Global Travelers LLC et al dba Global Travelers and Company transfer necessarily includes round trip service, or 'dead leg', meaning that our driver must come to the airport, hotel or pier only to pick you up and necessarily loses a one-way fare. Often the places of call (airports, seaports, hotels) demand entrance and parking fees, where drivers may have to wait for up to an hour. Global Travelers LLC et al dba Global Travelers and Company transfer drivers, while not employees of Global Travelers LLC et al, are reliable. They provide you with a full welcome service, transfer you to the correct location and are prepared to answer your questions along your ride. Passengers comfortable hiring a taxi on their own and do not require assistance will save money.

SIGHTSEEING & ITINERARY: Will be operated by motor-vehicle, its size dictated by the number of participants. Global Travelers LLC et al dba Global Travelers and Company tours have been designed to accommodate individuals as well as groups. Times listed in itineraries are approximate and meant only as guidelines. Some itineraries may have early morning start times for sightseeing in order to complete the touring during daylight hours or avoid afternoon heat in tropical and desert climates. It is your responsibility to arrive on time for all scheduled flights, cruises, and package components. Arriving late may be considered a "no-show", in which case you will not be eligible for refund for the unused service(s). We cannot guarantee the number of passengers who will be on any given tour. You may find that you are traveling with a sizeable group or only with your own companions. Services, however, will remain constant no matter the number of tour participants. Persons requiring any assistance or who have any form of disability should refer to section "Travelers with Disabilities". On dates including, but not limited to religious holidays and national celebrations, some monuments and sites may be closed. On these occasions, touring itineraries may be amended to reflect these closures. Occasionally, during holidays and certain periods, and/or due

to unforeseen circumstances including weather conditions there may be last-minute changes, sometimes after arrival, in affecting the sequence of the tour, locations visited and/or hotels. Therefore, we reserve the right to adjust the sequence and/or substitute any hotels with others of similar category. In such cases there will be no cost adjustment. National monuments and tourist sites regularly undergo renovations, which can obscure the monument's view. No tour will be canceled due to renovations, however Global Travelers LLC et al dba Global Travelers and Company will decide based on the conditions whether to amend an itinerary. Global Travelers LLC et al dba Global Travelers and Company itineraries may contain suggestions for activities for your leisure time; these suggestions do not constitute an endorsement of any specific service provider and the decision to participate in any such activities should be made independently and with due consideration.

RAIL: Once full payment is received, Global Travelers LLC et al dba Global Travelers and Company will select train times, rail tickets will be issued and are fully non-refundable. Except where requested in writing prior to final payment. Passengers traveling with a group may not request alternative train times. Once issued, rail tickets are valid for the dates and times specified. Some exchanges must be done locally at the station due to fare restrictions. Changes may be subject to local charges, fees, and fare increases. Once the booked train has departed, changes are no longer possible, nor can amendments be completed on board the train. Global Travelers LLC et al dba Global Travelers and Company does not control seat assignments which are entirely at the discretion of the rail companies. Once rail tickets are issued, they are fully non-refundable and non-changeable.

GROUP HARMONY: To ensure the desired group synergy, Global Travelers LLC et al dba Global Travelers and Company reserves the right to accept, reject or expel any individual who is deemed disruptive or incompatible with the interests of the group, including, but not limited to, individuals who are intoxicated and/or under the influence of drugs leading to a negative experience for the remainder of the group. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will necessarily be borne by the passenger. All unused services are non-refundable. In the same

spirit Global Travelers LLC et al dba Global Travelers and Company reserves the right to reject an individual from a future trip where the individual has been a past registrant or guest that does not follow the rules as outlined in the terms & conditions.

**CRUISES:** Ship & Itinerary Changes: Cruise itineraries and ships are subject to change without notice. Furthermore, cruise ships may be chartered and/or departure dates canceled, in which case all monies will be refunded. Global Travelers LLC et al dba Global Travelers and Company takes no responsibility for ship substitutions or itinerary changes imposed by a cruise line and is not responsible for any losses you may incur including the issuance and/or cancellation of airline tickets or visa fees. Medical Services: Many ships do not carry a doctor or nurse onboard. Should medical attention be required, local services will be contacted. Resulting charges will be the responsibility of the passenger. Global Travelers LLC et al dba Global Travelers and Company and the cruise ship operator are not responsible for the services provided

**HEALTH REQUIREMENTS:** Check with your healthcare provider for up-to-date requirements. You may also check the Centers for Disease Control (https://wwwnc.cdc.gov/travel) and/or the World Health Organization (https://www.who.int/en) for their recommendations. Required inoculations, if any, must be recorded by clients' health practitioner on a valid vaccination certificate which the client must carry for proof of inoculation where required. Individuals with heart disease, chronic illness, physical handicap, advanced pregnancy, or mental illness should not participate in these rigorous travel programs. Any person who arrives to the destination ill with apparent fever or becomes ill during the tour, will be removed from the group, and directed to a local medical facility for diagnosis. Only upon clearance by an accredited medical facility will that individual be allowed to resume group travel. All costs associated with medical treatment and related expenses such as additional hotel nights or transportation not included in the original itinerary, will necessarily be borne by the passenger. Please note that some countries may require aircraft cabin insecticide treatment for in-bound foreign flights. A list of such countries is available at: http://www.dot.gov/.../avi.../aircraftdisinsection-requirements.

**LUGGAGE (Airlines):** Checked bags are typically limited to a total dimension of 62 inches by adding length + width + height (example: 26"+26"+10" = 62"), and a maximum weight of 50 lbs. (23kg). Many airlines apply charges for checked bags. Global Travelers LLC et al dba Global Travelers and Company is not responsible for checked bag fees, excess luggage or weight charges levied by an airline. If your luggage is lost or damaged by the airlines, a baggage claim form MUST be filed with the carrier before leaving the airport. We recommend that you use brightly colored luggage tags, straps, or other identifiers to help you locate your luggage upon arrival or to describe it if it is lost. Luggage (Escorted Tours): All Global Travelers LLC et al dba Global Travelers and Company escorted tour buses allow one piece of luggage per person, plus carry-on bag. Additional baggage will be subject to a handling charge of \$100 per piece. As Global Travelers LLC et al dba Global Travelers and Company will not be responsible for loss or damage to luggage and personal belongings, you MUST report any loss or damage immediately at the time of the incident and obtain a written report from the local authority for submission to your insurance provider.

**TIPPING:** Complete tipping guidelines are as follows: Drivers including private cars and motor coach drivers: \$5-\$10 per person, per day Tour Guides: \$10-\$20 per person, per day

PASSENGER AGREEMENT: All passengers are required to accept these Terms & Conditions during on-line registration checkout process and by so doing, formally accept Global Travelers LLC et al dba Global Travelers and Company's Terms & Conditions. Passengers booking via telephone will be provided a verbal review of the Passenger Agreement, which will be delivered via email shortly after the time of booking. Customers who are unable to confirm these Terms & Agreements via online or phone may request the Agreement be provided via fax or mail. Travel documents will not be released without confirmation of the Terms & Agreements. Global Travelers LLC et al dba Global Travelers and Company reserves the right to cancel bookings and return deposits without such confirmation. The Passenger Agreement incorporates these Terms & Conditions including the following Release from Liability, Assumption of Risk and

Binding Arbitration Clauses. Confirmation through the checkout process constitutes agreement to these Travel Terms & Conditions and Global Travelers LLC et al dba Global Travelers and Company Release from Liability, Assumption of Risk and Binding Arbitration Clause.

RISKS, CANCELLATION, AND INSURANCE: Traveler assumes complete and full responsibility for, and hereby releases Global Travelers LLC et al dba Global Travelers and Company from, any duty of checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety and security conditions of such destinations, during the length of the proposed travel. However, we specifically recommend that U. S. Citizens traveling internationally, including travel to Canada, Mexico or the Caribbean, do so with a valid U. S. Passport.

For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the U.S. State Department, (202) 647-5335 or visit <a href="http://travel.state.gove/travel/warnings,html">http://travel.state.gove/travel/warnings,html</a>

For medical information, please refer to the U.S. Centers for Disease Control (CDC), (404) 332-4559 or use their fax information service at <a href="https://www.cdc.gov/travel">www.cdc.gov/travel</a> (404) 332-4565.

Global Travelers LLC et al dba Global Travelers and Company shall not be responsible for any injuries, losses or damages in connection with terrorist activities, social or labor unrest, mechanical or structural integrity of air, sea, and ground transportation and accommodations, diseases, pandemics, virus's, local, state or government laws, terrorist acts, climatic conditions, Acts of God, delays, changes or cancellation of travel due to weather conditions, hotel services, accidents or health related problems before or while in-transit to (e.g., an accident on the way to a tour), during, and after a tour, or any other actions, omissions, or conditions outside of (company's name) control.

If travel plans are delayed or cancelled for any reason, there will be no refunds issued by Global Travelers LLC et al. Please note that a 'trip' or 'booking' often consists of multiple components, each of which may

carry its own cancellation penalties (example: an airline ticket, a pretrip hotel night, a multi-day adventure vacation by a tour operator, a post-trip extension designed by Global Travelers LLC et al dba Global Travelers and Company and Suppliers all of which may be subject to a different set of cancellation policies). Clients are responsible for obtaining the applicable insurance policies, no refund(s) will be issued for cancellations due to actual or threatened terrorist events. Furthermore, there will be no refunds due to fear of travel from actual or threatened terrorist, health, political or other similar events.

It is the traveler's responsibility to protect their purchases and Travel Insurance is strongly recommended. Traveler is advised to obtain appropriate insurance coverage against these risks. Insurance links are made available throughout the checkout process and via a follow-up letter post registration. Traveler's retention of tickets, reservations, or bookings after issuance shall constitute consent to the above and an agreement on his/her part to convey the contents hereto to his/her travel companions or group members.

By embarking upon his/her travel, the traveler voluntarily assumes all risks involved in such travel, whether expected or unexpected. Traveler is hereby warned of the above risks as well as possible travel industry bankruptcies and medical and climatic disruptions, and the possibility traveler may be unable to travel as scheduled because of personal emergency.

RELEASE FROM LIABILITY: Global Travelers LLC et al dba Global Travelers and Company., does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Global Travelers LLC et al dba Global Travelers and Company is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, Global Travelers LLC et al dba Global Travelers and Company is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any

goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, walking, bicycling, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics, or the threat thereof or for any other cause beyond the direct control of Global Travelers LLC et al. In addition, I release Global Travelers LLC et al dba Global Travelers and Company from its own negligence and assume all risk thereof.

ASSUMPTION OF RISK: I am aware that travel such as that I am undertaking involves hazardous activities, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of Global Travelers LLC et al, or other persons and companies known or unknown, or of willful or criminal conduct of third parties. I am aware that weather conditions may be severe, adverse and/or unpleasant. I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating on the trip. In order to partake of the enjoyment and excitement of this trip I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I hereby accept and assume full responsibility for any and all risks of illness, injury, or death and of the negligence of Global Travelers LLC et al dba Global Travelers and Company and agree to hold harmless and release Global Travelers LLC et al dba Global Travelers and Company from claims of third -party negligence. I understand the physical requirements of the activity in which I will be participating, and I currently have no known physical, medical or mental condition which would impair my ability to participate in this tour or my safety in this activity, and I am willing to assume all risks

that may be created, directly or indirectly, by any such condition. I hereby authorize Global Travelers LLC et al dba Global Travelers and Company or my local ground handler or others to arrange for any emergency medical treatment and hospitalization as may be necessary for me because of participation in this activity without my further consent.

**BINDING ARBITRATION:** I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Georgia law and will take place in Atlanta, GA. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

# SAFETY RECOMMENDATIONS DURING A PANDEMIC OUTBREAK

It is prudent for travelers who are sick to delay or avoid travel to affected areas, in particular for elderly travelers and people with chronic diseases or underlying health conditions.

General recommendations for personal hygiene, cough etiquette and keeping a distance of at least one metre from persons showing symptoms remain particularly important for all travelers. These include:

• Perform hand hygiene frequently, particularly after contact with respiratory secretions. Hand hygiene includes either cleaning hands with soap and water or with an alcohol-based hand rub. Alcohol-based hand rubs are preferred if hands are not visibly soiled; wash hands with soap and water when they are visibly soiled;

- Cover your nose and mouth with a flexed elbow or paper tissue when coughing or sneezing and disposing immediately of the tissue and performing hand hygiene.
- Refrain from touching mouth and nose.
- A medical mask is not required if exhibiting no symptoms, as there is no evidence that wearing a mask – of any type – protects non-sick persons. However, in some cultures, masks may be commonly worn. If masks are to be worn, it is critical to follow best practices on how to wear, remove and dispose of them and on hand hygiene after removal (see <u>Advice on the use of masks</u>)

As for any travel, travelers are also advised to follow proper food hygiene practices, including the <u>five keys for food safety</u>, as well as <u>recommendations to reduce the risk of transmission of emerging pathogens from animals to human in live markets.</u>

Travelers returning from affected areas should self-monitor for symptoms for 14 days and follow national protocols of receiving countries. Some countries may require returning travelers to enter quarantine. If symptoms occur, such as fever, or cough or difficulty breathing, travelers are advised to contact local health care providers, preferably by phone, and inform them of their symptoms and their travel history. For travelers identified at points of entry, it is recommended to follow WHO advice for the management of travelers at points of entry. Guidance on treatment of sick passengers on board of airplanes is available on ICAO and IATA websites.

### **FORCE MAJEURE**

Notwithstanding any other provision herein to the contrary, either party shall be excused from performance hereunder for failure to perform any of the obligations if (i) such failure to perform occurs by reason of any of the following events ("Force Majeure Events"): act of God, fire, flood, storm, earthquake, tidal wave, communications failure, sabotage, war, military operation, terrorist attack, a global pandemic outbreak, national emergency, mechanical or electrical breakdown, general failure of the postal or banking system, civil commotion,

strikes, or the order, requisition, request or recommendation of any governmental agency or acting governmental authority, or either party's compliance therewith or government proration, regulation, or priority, or any other similar cause beyond either party's reasonable control and (ii) such Force Majeure Event is beyond such party's reasonable control. The party excused from performance shall be excused from performance (i) only after notice from the party whose performance is impaired, (ii) only during the continuance of the Force Majeure Event and (iii) only for so long as such party continues to take reasonable steps to mitigate the effect of the Force Majeure Event and to substantially perform despite the occurrence of the Force Majeure Event. The party whose performance is not impaired may terminate this Agreement upon five (5) consecutive days' notice during any tax season or upon thirty (30) consecutive days' notice at any other time, effective immediately upon written notice to such party

## RECOVERY FUND FOR CONSUMERS DAMAGED BY SELLERS OF TRAVEL

California: This transaction is covered by the California Travel Consumer Restitution Fund (TCRF) if the seller of travel was registered and participating in the TCRF at the time of sale and the passenger is located in California at the time of payment. Eligible passengers may file a claim with TCRF if the passenger is owed a refund of more than \$50 for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation; P.O. Box 6001; Larkspur, CA 94977-6001; or by visiting TCRC's website at: www.tcrcinfo.org.

**New York:** The New York State Truth in Travel Act safeguards consumers against fraud, false advertising, misrepresentation, and other abuses. Under the law, Global Travelers LLC et al, as a travel agent or promoter must provide you with written disclosures of all the terms of the travel service within five days of purchase or agreement. You have until midnight of the third business day after receipt of full written disclosures to respond in writing to cancel such purchase or agreement. You may also cancel the purchase or agreement at any point during the five-day period prior to receiving receipt of full written disclosures of all the terms of the travel service. If you feel you have been a victim of fraud, contact the Department of State Division of Consumer Protection at 1-800-697-1220.

Washington State: If transportation or other services are canceled by the seller of travel, all sums paid to the seller of travel for services not performed in accordance with the contract between the seller of travel and the purchaser will be refunded within thirty (30) days of receiving the funds from the vendor with whom the services were arranged, or if the funds were not sent to the vendor, the funds shall be returned within fourteen (14) days after cancellation by the seller of travel to the purchaser unless the purchaser requests the seller of travel to apply the money to another travel product and/or date. Global Travelers LLC, when acting solely as a sales agent for travel suppliers, is not responsible for the actions or inactions of such suppliers. We want you to be aware that certain suppliers pay us commissions and other incentives for reaching sales targets or other goals and may also provide incentives to our travel counselors.

**VOLUNTARY PARTICIPATION:** I acknowledge that I have voluntarily applied to participate on the trip designated on this application (or a trip which I may change to) and that I have read the description of the trip as it appears in the current Global Travelers LLC et al dba Global Travelers and Company website relating to the trip, together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the hazards involved.

**KNOWING AND VOLUNTARY EXECUTION:** I have carefully read these Terms and Conditions and the booking information sections of this

document, and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Global Travelers LLC et al dba Global Travelers and Company and agree of my own free will. By signing, I agree to these Travel Terms & Conditions and Global Travelers LLC et al dba Global Travelers and Company Release from Liability, Assumption of Risk and Binding Arbitration Clause for myself, each member of my traveling party and any minor children accompanying me.

**PHOTOGRAPHIC RELEASE:** Global Travelers LLC et al dba Global Travelers and Company may take photographs or video of its trips and trip participants grant Global Travelers LLC et al dba Global Travelers and Company permission to do so and for it to use same for promotional or commercial use without payment of any compensation to participant.

**USE OF WEB SITE:** Global Travelers and Company