

Welcome to MAKES Travels. To offer clarity and transparency, we have outlined our terms and conditions below. Our goal is to provide you with exceptional travel planning services to ensure your journeys are memorable and hassle-free. These terms and conditions form an integral part of your agreement with MAKES Travels. By booking travel services through MAKES Travels, you acknowledge and agree to be bound by these terms and conditions. Please read them carefully, as they detail important information regarding your rights and responsibilities, and the limitations of our liability.

1 -Limitation of Liability: The travel agent acts solely as an intermediary between the client and the travel service providers, including airlines, hotels, tour operators, and other travel-related services. The travel agent is not liable for any direct, indirect, incidental, special, or consequential damages arising from the actions or omissions of these service providers, including but not limited to trip cancellations, misbookings, changes, or delays. Without limitation, clients assume the risk of, and agree that MAKES Travels is not liable for, any damages arising from or related to any act of God or public enemies, arrest, restraints of any government or rulers of people, piracy, war, revolution, extortion, terrorist activity, threatened or actual rebellion, political upheaval, civil unrest, riots, fire, lockouts, explosion, collision, weather conditions, dangers incident to the sea, mechanical or construction failures or difficulties, diseases, local laws, abnormal conditions or developments, closure of airports/seaports/hotels/train stations, carrier or supplier logistical problems, computer problems, stranding, food or water poisoning, illness, grounding, perils of the sea, rivers, canals, locks, or other waters, perils of navigation of any kind, theft, accident to or from machinery, boilers, or latent defects even though existing at the commencement of the trip, desertion or revolt of the crew, or lost/damaged/delayed luggage.

2 –Travelers’ Responsibility to Communicate: The travel agent is not liable for any errors or omissions arising from travelers’ significant delay in responding to requests for necessary information including but not limited to:

- Airline schedule needed to book appropriate transfers
- Payment deadlines
- Customized suggestions for excursions or inquiries if services are needed

The travel agent reserves the right to decline to book optional services when information is not received in a timely manner.

3 -Age Requirement for Reservations: MAKES Travels requires that the main person on the reservation must be over 18 years old. This individual will be responsible for the

booking and any associated communications, payments, and decisions related to the travel arrangements. By making a reservation with MAKES Travels, the client confirms that the primary contact is at least 18 years of age. This policy ensures legal and financial accountability for all travel bookings made through MAKES Travels.

4 –Electronic Communications: MAKES Travels utilizes electronic communications, including email, text messages, and other digital means, for all client interactions unless otherwise noted. By engaging with MAKES Travels, you consent to receive communications electronically and acknowledge that this will be the primary method of communication for all booking confirmations, itineraries, updates, and other travel-related information.

Electronic communications provide a convenient and efficient way to manage your travel arrangements. It is your responsibility to ensure that MAKES Travels has your current and correct email address, mobile number, and any other contact information required for such communications.

If you prefer to receive communications through other methods, please notify MAKES Travels in writing, and we will make reasonable accommodations to meet your preferences. However, the default method of communication will remain electronic unless explicitly stated otherwise.

By proceeding, you acknowledge and accept the use of electronic communications and agree to keep your contact information up to date with MAKES Travels.

By providing your mobile number and email address, you agree to receive both service-related and marketing communications via those channels, in accordance with Term 65 (Data Usage). Message frequency may vary, and message/data rates may apply.

5 – Cancellations and Changes

The travel agent is not responsible for any cancellations or changes made by the client or by the travel service providers. Any costs or losses incurred as a result of such cancellations or changes are the sole responsibility of the client. The client is advised to review the cancellation and change policies of each service provider before making any bookings.

All cancellation requests must be submitted **in writing** via email or through a designated online form provided by MAKES Travels. **Cancellations are not considered final until a written acknowledgment is issued by MAKES Travels.** The date of receipt of the written cancellation request will determine applicable cancellation timelines and fees.

Failure to remit payment by the stated deadline may result in automatic cancellation of your trip without refund. MAKES Travels reserves the right to cancel unpaid bookings and

retain any applicable consultation fees, cancellation fees, or penalties incurred as part of the booking process.

In the event of a force majeure cancellation initiated by the client, MAKES Travels' standard cancellation fee may still apply unless otherwise waived at the sole discretion of MAKES Travels.

Some vendor or supplier charges may be completely non-refundable regardless of the timing or cause of cancellation. MAKES Travels is not liable for refunding these amounts. However, MAKES Travels will provide documentation upon request to assist clients in pursuing a refund directly with the supplier, if applicable.

By submitting a cancellation request, you authorize MAKES Travels to charge your payment method on file for any applicable cancellation fees, including any associated convenience charges, in accordance with our cancellation policy.

6 -Limitations for Concierge and Optional Services: MAKES Travels is not liable or responsible for any reservations the client has made directly with the resort, hotel, tour company, or ship, such as dining reservations, concierge requests, upgraded rooms/airline seats, independently booked tours, private guides, and similar arrangements. In certain circumstances, MAKES Travels may assist with restaurant recommendations and/or limited reservations for special events. However, if the traveler is unable to attend these events once their trip has begun, the traveler is responsible for contacting the in-country partner to cancel or change the reservation themselves. MAKES Travels will do its best to assist but is not liable for any cancellation fees or delays in processing changes/cancellations.

7 -Payment Policy: MAKES Travels does not accept cash payments due to liability concerns. All payments for travel bookings must be made through secure, authorized methods, such as credit cards or other electronic payment systems. Payments are processed directly by third-party vendors and suppliers, not by MAKES Travels. Clients acknowledge that any financial transactions are conducted with these third-party entities, and MAKES Travels is not responsible for the payment processing or any issues that may arise from these transactions. Clients should refer to the terms and conditions of the respective vendors and suppliers for details on payment processing and related policies.

Unless otherwise noted, all travel bookings made through MAKES Travels are processed directly through third-party vendors and suppliers. No money is exchanged with MAKES Travels for these bookings, as payments are handled by the respective third-party entities. MAKES Travels will only process payments for specific fees or transactions directly related to services provided by MAKES Travels itself. Clients should ensure that they understand

the payment terms and conditions of the third-party vendors and suppliers involved in their travel arrangements.

8 -Fee Structure and Commission: MAKES Travels is advertised as a fee-free agency, which is defined as no initial fee when booking a trip for a client. However, MAKES Travels reserves the right to charge a modification or cancellation fee should changes or cancellations be required after the booking has been made.

Additionally, MAKES Travels reserves the right to earn a commission from the trip booked, which is paid by the vendors and suppliers, not the client. This commission is part of the standard industry practice and does not incur any extra cost to the client.

MAKES Travels also reserves the right to charge a consultation fee if the client chooses not to book the trip through MAKES Travels after receiving consultation services. This fee compensates for the time and expertise provided during the planning and consultation process.

While MAKES Travels does not charge an upfront booking fee, a consultation fee may apply if the client does not proceed with the booking.

Additionally, any billing of any fee comes with a convenience fee of 5% of the bill.

9 – Cancellation Fee: A cancellation fee of 10% of the total trip cost (excluding tax) will apply to any trip canceled by the client after booking and payment only if the vendor or supplier issues a *full refund* and no commission is paid to the agency. If a vendor still provides a trip commission to the agency despite the refund, the cancellation fee will be waived. When applicable, this fee is non-refundable and will be deducted from the client's refund. If it cannot be deducted directly from the refund, the agency reserves the right to charge the cancellation fee to the credit card on file. A 5% convenience fee will be added to any separately billed cancellation fee. This policy is independent of any refund rules or policies set by the vendor or supplier.

10 -Consultation Fee: MAKES Travels provides expert consultation and trip planning services to help clients design their ideal travel experience. If a client decides to utilize MAKES Travels' consultation services but ultimately does not book the trip through MAKES Travels, a consultation fee of \$100 may be charged. This fee covers the time, effort, and expertise invested in planning the trip. The consultation fee ensures that clients receive high-quality service and thorough trip planning, even if the booking is not completed with MAKES Travels. Additionally, any billing of this fee could include a convenience fee of 5% of the bill.

The consultation fee is able to be applied after the terms and conditions are agreed to, and or a quote has been issued, and or recommendations for accommodations, airfare, or other travel requirements have been provided to the client. This policy ensures that clients are only charged for substantial planning efforts and valuable travel advice received from MAKES Travels.

11 -Refund Policy: Refunds due from third-party vendors or suppliers are subject to their own schedules and policies. Clients are responsible for reaching out directly to these third-party vendors or suppliers to obtain information about their refund timelines and policies. MAKES Travels is not liable for any delays or issues in processing refunds from third-party vendors or suppliers.

12 -Gratuities and Additional Fees: Additional taxes and surcharges that cannot be pre-collected may be charged locally by car rental agencies, hotels, or other suppliers. Clients should be aware that most properties and vehicle rental/leasing companies require a credit card at check-in. MAKES Travels advises clients to be prepared for these potential additional charges and to review the specific terms and conditions of each supplier.

Wherever possible, MAKES Travels will attempt to inform the client of any additional costs, such as hotel taxes payable upon check-in or resort fees. Hotel taxes may appear on travel vouchers at the time of confirmation and are not always able to be shown during the initial quote.

MAKES Travels is not responsible for any omissions of additional fees during the quote process. These types of fees include:

- Gratuities to guides, hotel staff, or drivers
- Mandatory onboard service charges/gratuities for cruises
- City taxes payable directly at the hotel (very common in Europe)
- Costs for transport to/from the airport if the traveler did not include transfers in the quote
- Breakfasts or other meals at hotels unless they are specifically included in the quote

MAKES Travels is not responsible for any increases due to fuel surcharges, government-imposed taxes/fees, or supplier-imposed increases.

13 -Removal of Agent from Booking: MAKES Travels reserves the right to treat the removal of an agent from a booking as a cancellation. In such cases, MAKES Travels may seek a cancellation fee of up to 10% of the total cost of the trip booked before tax. This fee will be charged to the payment method provided to the travel agency.

Regardless of any amounts still owed to the provider or supplier, if the client removes the agent from the booking, it will be considered a cancellation. MAKES Travels is entitled to charge the cancellation fee to compensate for the time and effort invested in managing the booking. The removal of an agent from a booking is only valid once a trip has been booked and either a deposit or full booking fee has been paid.

Regardless of the reason for removal, if the client calls and removes the agent or agency from the booking, MAKES Travels is still entitled to direct compensation from the client who made the removal. This applies irrespective of any commission or compensation still paid by the supplier or vendor. The client agrees to this compensation as recognition of the services and time provided by MAKES Travels up to the point of removal.

Removal of the agent from a booking does not waive applicable fees.

14 -Nonrefundable Bookings: All bookings made through the travel agent are assumed to be nonrefundable unless otherwise noted. Refunds are not guaranteed on any purchased travel services, and the client acknowledges that they may forfeit the full amount paid in the event of a cancellation. Please note nonrefundable nature pertains to the full amount, excluding taxes, whereas the cancellation fee is a separate charge applicable even in nonrefundable scenarios.

15 -Misbookings: The travel agent is not liable for any errors in bookings, including but not limited to incorrect dates, times, or personal details. It is the responsibility of the client to verify all booking details upon receipt of confirmation and to notify the travel agent immediately of any discrepancies.

16 -Force Majeure: The travel agent is not liable for any loss, damage, or expense resulting from circumstances beyond their control, including but not limited to natural disasters, acts of terrorism, war, civil unrest, strikes, or government actions. In such events, the client is responsible for any additional costs or losses incurred.

Force Majeure – Destination Weddings Addendum

In the event of unforeseen circumstances beyond the control of MAKES Travels — including but not limited to acts of God, natural disasters, government restrictions, pandemics, airline or resort closures, political unrest, or changes to local laws or wedding regulations — MAKES Travels shall not be held liable for any cancellation, delay, rescheduling, or financial loss related to the wedding event, travel arrangements, or guest accommodations. This includes, but is not limited to, cancellation of ceremonies, vendor services, group travel, or accommodations due to Force Majeure. Clients are advised to secure travel protection plans that include wedding coverage and cancellation flexibility.

17 –Loyalty Programs and Rewards: When booking with MAKES Travels, clients may have the opportunity to earn rewards, points, miles, or other benefits through various loyalty programs. However, MAKES Travels does not guarantee that you will earn any rewards, points, miles, or other benefits for bookings made through our agency. MAKES Travels is not liable for any lost value or benefits due to the inability to earn or receive points, miles, or rewards.

MAKES Travels is not responsible for ensuring compliance with any loyalty or rewards program policies, nor are we responsible for managing or maintaining your membership status in any such programs. It is the client's responsibility to verify their eligibility and to manage their own loyalty program accounts.

MAKES Travels is not responsible for any issues related to loyalty or rewards program benefits, points, or rewards. Any discrepancies or problems regarding loyalty programs must be resolved directly with the respective program provider. Clients agree to hold MAKES Travels harmless for any actions or losses related to loyalty or rewards programs.

MAKES Travels does not guarantee loyalty points for any booking.

18 -Travel Insurance:

MAKES Travels strongly recommends the purchase of travel insurance to cover certain risks inherent in travel. As your travel agent, we have a professional responsibility to recommend travel insurance to protect against third-party supplier default/bankruptcy protection, delay, interruption, cancellation, medical emergency transportation/evacuation and repatriation, baggage and personal effects/lost luggage and 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, passengers acknowledge and accept 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 MAKES Travels due to privacy laws (e.g., HIPAA). Passengers acknowledge and agree that MAKES Travels has no control over the travel insurance provider or its coverage decisions and, as a result, MAKES Travels is not responsible for and shall not be liable for policy coverage, claims processing, or the denial of any claims.

All travel insurance policies recommended by MAKES Travels are issued by third-party insurance providers. MAKES Travels acts solely as a referral or intermediary and is not

the insurer or underwriter. Clients understand and agree that all policy terms, claim decisions, payouts, or coverage disputes must be addressed directly with the insurance provider. MAKES Travels shall not be held liable for any denied claims or issues arising from the client's interpretation or reliance on the insurance policy.

19 -Client Preparedness: Clients must ensure they are physically and mentally prepared for their chosen travel activities and assume all risks associated with their participation. It is the responsibility of the client to evaluate their own health, fitness, and capabilities before engaging in any travel-related activities arranged by MAKES Travels. This includes but is not limited to, excursions, tours, adventure sports, and any other physically demanding activities.

By booking and participating in such activities, clients acknowledge and accept the inherent risks involved, including potential injury, illness, or other health-related issues. MAKES Travels strongly recommends that clients consult with their healthcare providers if they have any concerns about their ability to participate in specific activities.

MAKES Travels shall not be held liable for any physical or mental health issues that may arise during or as a result of travel activities. Clients agree to hold MAKES Travels harmless from any claims, losses, or damages related to their participation in travel activities.

Clients are advised to obtain appropriate travel insurance that covers medical expenses and emergency evacuation in case of unforeseen health issues during their trip.

20 -Documentation and Entry Requirements: The client is solely responsible for ensuring that they have the necessary travel documents, including passports, visas, and health certificates. The travel agent is not liable for any losses or expenses incurred due to the client's failure to obtain or present the required documentation. **REAL ID:** Beginning May 3, 2023, if you plan to use your state-issued ID or license to fly within the U.S., it is your responsibility to make sure it is REAL ID-compliant. If you are not sure if your ID complies, please check with our local state department of motor vehicles.

Suggested reference materials for passport, visa, health requirements as well as travel advisories:

For US Citizens: <http://travel.state.gov>

Western Hemisphere Travel

Initiative: http://travel.state.gov/travel/cis_pa_tw/cis_pa_tw_2223.html

US State Department Travel

Warnings: http://www.travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html

US State Department Travel

Alerts: http://www.travel.state.gov/travel/cis_pa_tw/pa/pa_1766.html

US Center for Disease Control for required vaccinations: <http://www.cdc.gov/travel>

Visa information for US

citizens: http://www.travel.state.gov/travel/cis_pa_tw/cis/cis_4965.html

*Note that this is not a comprehensive list of reference sites and is provided solely for your convenience. These sites are owned and operated by third parties who may alter the URL at any time without notice.

21 -Visa and Passport Responsibility:

While MAKES Travels will advise on the necessary documents to complete and assist where possible, it is the responsibility of the client to complete any necessary passport and visa documents ahead of the trip and in a timely manner. MAKES Travels is not liable for any denial of travel due to missing, incomplete, or incorrect passports, visas, or other travel documents.

Clients are solely responsible for complying with all immigration laws and entry requirements of their destination. MAKES Travels shall not be held liable for any costs, losses, or cancellations resulting from a client being denied entry to a country, detained, or deported due to immigration decisions, incomplete documentation, criminal records, lack of proof of return or sufficient funds, or any other reason determined by border officials. All expenses related to such situations are the sole responsibility of the client.

22 -Health and Safety: The travel agent is not responsible for the health, safety, or security of the client during their travels. The client is advised to take appropriate precautions and to familiarize themselves with the health and safety conditions of their travel destination.

23 –Health Precautions: Clients are responsible for taking appropriate health precautions, including obtaining necessary vaccinations and following health advisories for the travel destination.

24 –COVID-19 Policies: Clients must comply with any COVID-19 related policies, including vaccination requirements, testing, quarantine, and mask mandates as per the destination country’s regulations.

25 -Accuracy of Information: While the travel agent strives to provide accurate and up-to-date information, they are not liable for any errors or omissions in the information provided.

The client is responsible for verifying all details and making informed decisions based on reliable sources.

26 -Third-Party Services: The travel agent may provide links to third-party websites or services for the convenience of the client. The travel agent is not responsible for the content or services provided by these third parties and does not endorse or guarantee their accuracy or reliability.

27 -No Lawsuit Liability: The client agrees not to hold the travel agent liable for any claims, demands, or causes of action arising out of or related to the use of the travel services provided. The travel agent shall not be subject to any legal proceedings or lawsuits for any damages or losses incurred by the client.

28 -Legal Fees and Costs: The client is responsible for any fees, costs, and expenses incurred by the travel agent as a result of any legal action taken against them by the client, including but not limited to attorney fees, court costs, travel expenses, and compensation for time spent by the travel agent.

29 –Mediation Requirement: Before initiating any legal action arising from or related to the use of MAKES Travels’ services, clients are required to first seek resolution through mediation. The mediation process must be conducted in good faith and take place in Renville County in the state of Minnesota. Both parties agree to participate in mediation with a neutral third-party mediator to attempt to resolve any disputes or claims amicably.

Any costs related to the mediation process are the responsibility of the client, including but not limited to travel expenses, legal representation, and the preparation and presentation of evidence. Only if the mediation process fails to reach a satisfactory resolution for both parties, may the client proceed with litigation. By booking travel services through MAKES Travels, clients agree to this mediation requirement as a prerequisite to any legal action. Mediation can be conducted remotely or online.

In the event that mediation does not result in a satisfactory resolution, the client shall be responsible for all legal costs incurred during the mediation process, as well as any additional legal costs arising from subsequent legal actions.

30 -Authorization to Charge: The client authorizes MAKES Travels to charge any credit card submitted to them for payment of travel expenses, fees, and other related costs. This includes but is not limited to charges for bookings, cancellations, changes, and any other fees incurred as part of the travel services provided.

Clients are further advised that any disputes related to charges must follow the procedures outlined in Terms 31 and 32. Initiating a chargeback without first contacting MAKES Travels

to resolve the issue may result in financial liability for associated fees, legal costs, or recovery actions.

In the event a payment dispute, chargeback, or inquiry is opened through a credit card processor, payment platform, or bank, MAKES Travels reserves the right to immediately suspend all active services—including bookings, itinerary adjustments, refund processing, or support—until the matter is fully resolved. MAKES Travels is not liable for any delays, losses, or penalties incurred due to the suspension of service during the dispute resolution process.

While MAKES Travels will advise on the necessary documents to complete and assist where possible, it is the responsibility of the client to complete any necessary passport and visa documents ahead of the trip and in a timely manner. MAKES Travels is not liable for any denial of travel due to missing, incomplete, or incorrect passports, visas, or other travel documents.

Clients are solely responsible for complying with all immigration laws and entry requirements of their destination. MAKES Travels shall not be held liable for any costs, losses, or cancellations resulting from a client being denied entry to a country, detained, or deported due to immigration decisions, incomplete documentation, criminal records, lack of proof of return or sufficient funds, or any other reason determined by border officials. All expenses related to such situations are the sole responsibility of the client.

31-Credit Card Disputes: Clients agree to hold MAKES Travels harmless for any financial penalties or fees imposed by suppliers, hotels, airlines, cruise lines, tour agencies, or any other travel provider due to cancellations or postponements. Clients further agree not to initiate a credit card dispute or “chargeback” to MAKES Travels for said penalties or fees.

Initiating a credit card dispute or chargeback without first attempting to resolve the matter directly with MAKES Travels may result in the client being held financially liable for all associated merchant penalties, legal fees, and collection costs incurred by MAKES Travels. Chargebacks initiated after a signed agreement, authorization, or confirmed booking may constitute a breach of contract. MAKES Travels reserves the right to pursue recovery of such losses through collections or legal channels.

32 – Credit Card Transactions: If for any reason, any travel service provider is unable to provide the services for which you have contracted, your remedy lies against the provider, and not against MAKES Travels. In the event that payment has been made to MAKES Travels by credit card, you agree that you will not seek to charge back your payment to MAKES Travels. If the credit card is passed through to the travel service provider and you seek to

charge back your payment from the provider, you agree to be held liable and indemnify MAKES Travels against this chargeback from the provider, including without limitation any air debit memos charged to MAKES Travels.

If MAKES Travels incurs any costs, including but not limited to attorneys' fees or merchant fees, to recover any payments charged back by your credit card company, you agree to be fully responsible for these costs. If the credit card is declined, you guarantee that you will settle any amounts owing to MAKES Travels via money order or cash immediately.

33 -Safety and Injury: MAKES Travels is not liable for any injuries, damages, or losses that occur during the client's trip. The client is responsible for their own safety and well-being while traveling and is advised to exercise caution and adhere to local safety guidelines and regulations. MAKES Travels is not responsible for any damages resulting from unsafe behavior or changes in safety conditions at the travel destination.

34 –Acknowledgment of Travel Risks: Clients understand and acknowledge that travel to many parts of the world may involve the risk of various hazards to their health and/or safety, including but not limited to disease, crime, terrorism, and warfare. Because each traveler's risk tolerance is different, MAKES Travels is not in a position to mandate whether clients should travel to any particular place at any particular time. To assist clients in making an informed decision, it is recommended that they refer to objective third-party sources of travel information.

35 –Refusal of Service: Service providers reserve the right to refuse service to travelers at their sole discretion, including, without limitation, if the traveler:

- (i) Lacks proper documentation for the country of destination
- (ii) Has a contagious disease
- (iii) Is under the influence of alcohol, drugs, or narcotics; and/or
- (iv) Manifests disruptive and/or unruly behavior.

MAKES Travels assumes no liability for the acts of the service provider in refusing service.

36 -Legal Compliance: MAKES Travels is not liable for any arrests, violations of laws, or legal infractions incurred by the client in any country. The client is responsible for complying with all local laws and regulations of their travel destinations. MAKES Travels is not liable for any fines, fees, cancellations, or changes to travel arrangements due to legal violations or arrests. Any additional costs or losses incurred as a result of such legal issues are the sole responsibility of the client.

37 –Client Responsibility: Clients are responsible for complying with all laws and regulations of the destination country, including but not limited to customs, immigration, and health regulations

38 -Record Retention: MAKES Travels may retain any information collected from the client for up to five years after their trip unless a written request is submitted for its removal. This information may include, but is not limited to, name, contact information, payment information, and travel documents. MAKES Travels ensures the confidentiality and security of all retained information.

39 -Pricing and Quotes: All quotes provided by MAKES Travels are subject to change and are not guaranteed until payment has been made. Prices may fluctuate due to changes in availability, taxes, surcharges, and other factors. A booking is only confirmed once full payment or the minimum required deposit has been received. Until such payment is made, MAKES Travels reserves the right to amend or withdraw any quote without prior notice. Pricing and availability may change without notice. The client agrees that MAKES Travels 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 MAKES Travels 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. The client acknowledges this right and agrees to hold MAKES Travels harmless for any actions or damages arising from supplier pricing. MAKES Travels reserves the right to charge the client for any increase in taxes, fees, or surcharges (e.g., fuel). The client acknowledges this right and agrees to pay any such additional taxes, fees, and surcharges.

40 -Currency Fluctuations: Currency exchange rates fluctuate, and as a result, prices are subject to change based on these fluctuations. MAKES Travels is not responsible for surcharges or foreign transaction fees imposed by the client's credit card company or bank

41 -Rental Cars: When booking rental cars through MAKES Travels, clients agree to adhere to the terms and conditions set forth by the rental car provider. MAKES Travels acts solely as an intermediary and is not liable for any damage, theft, loss, or violations of law that occur while using the rental car. Clients assume full responsibility for the rental vehicle and any associated incidents or legal infractions during the rental period.

Clients are responsible for using their own insurance or purchasing insurance from the rental car provider. MAKES Travels does not provide any insurance coverage for rental cars. Additionally, clients are responsible for paying any fees related to fuel, and optional add-

ons for the vehicle, including but not limited to GPS, tolls, baby seats, and other accessories.

MAKES Travels is not responsible for any additional fees or taxes imposed by the rental car provider or the airport at the time of pickup. These fees may include, but are not limited to, airport fees, local taxes, surcharges, insurance, and any other charges added at the time of rental. It is the client's responsibility to review and understand the rental agreement and associated costs.

Clients agree to hold MAKES Travels harmless for any damages, fines, penalties, or additional charges incurred while using the rental car. Any disputes or claims regarding the rental car must be resolved directly with the rental car provider.

42 –Airline-Only Booking Fee: MAKES Travels reserves the right to charge a booking fee when facilitating airline-only bookings. As there is no commission earned from airline-only bookings, MAKES Travels may charge a booking fee of up to 10% of the total airline charge, excluding taxes. The airline charge includes, but is not limited to, the base airfare and any add-ons such as baggage fees, seat selection fees, Wi-Fi, and other ancillary services. This fee compensates for the time and effort spent by MAKES Travels in securing the best available flights and ensuring a smooth booking process for our clients.

Clients will be informed of the exact booking fee prior to finalizing their airline-only reservation. By proceeding with the booking, clients acknowledge and agree to the applicable booking fee as outlined by MAKES Travels. This fee will be clearly itemized in the payment breakdown provided to the client at the time of booking.

In the event of any changes or cancellations to the airline-only booking, the booking fee remains non-refundable. Clients are advised to review all booking details and terms carefully before finalizing their airline-only travel arrangements.

43 –Airline Tickets: Airline tickets are highly restrictive, non-refundable, and non-transferable. Modification of passenger names, dates, times, routings, or departure/arrival airports is at the sole discretion of the airline and, if permitted, will likely be subject to a substantial change fee. The client is responsible for any such fees. Regarding the purchase of air tickets, MAKES Travels acts solely as an intermediary between the client and the airline. Once a reservation is booked, the client's credit card or debit card will be charged for the amount shown – regardless of whether or not the reservation is used. Credit will not be given for any unused airline tickets and cannot be used toward any future bookings.

All tickets will be issued for economy class unless otherwise specified. All travel will be round-trip unless otherwise specified. Seat assignments are subject to the airline's policies and may not be able to be made until the client is at the airport on the day of departure.

Airline tickets booked through MAKES Travels may not be eligible to earn frequent flyer miles. Clients agree to confirm all bookings with the airline prior to the stated date of departure (MAKES Travels recommends confirming 72 hours prior).

Direct flights may be “non-stop” or may involve one or more stopovers (in the latter case, this means the same flight by the airline, as the flight number remains the same). The same applies to connecting flights that may be subject to crew changes. When a client reserves a scheduled or charter flight involving a stopover in a town, and the second flight takes off from a different airport than the airport of arrival, the client must ensure sufficient time for reaching the second airport. The journey to the other airport is at the client’s own expense. MAKES Travels will not be able to reimburse the client for these costs, nor will it be liable if the client misses the second flight.

MAKES Travels’ responsibilities in respect to air travel are limited by the relevant airline’s conditions of carriage. The airline fulfilling the client’s contract for carriage may change from the airline mentioned by MAKES Travels. MAKES Travels is not able to specify the type of aircraft to be used by any airline. If an airline cancels or delays a flight, the client must work directly with the airline to ensure they arrive at their destination on or ahead of time. MAKES Travels will not provide any refund for trips missed, in part or full.

44 –International Flights: Some countries require insecticide spraying of aircraft prior to a flight or while you are on the aircraft. Federal law requires that we refer you to the Department of Transport disinfection website.
(www.transportation.gov/airconsumer/spray).

45 -Airline Baggage Fees: Airline baggage fees are subject to change and vary by airline. It is the client’s responsibility to be aware of the current baggage fees, as well as the size and weight restrictions for their luggage, as specified by the airline. MAKES Travels is not responsible for informing clients of these fees or ensuring compliance with baggage policies. Clients are advised to check with their respective airline prior to travel to confirm the latest baggage fees and regulations to avoid any unexpected charges or issues at the airport.

46 -Check-In and Missed Flights: MAKES Travels shall not be held liable for any missed flights resulting from the client’s failure to properly check in, navigate TSA security checkpoints, or arrive at the airport with sufficient time. It is the client’s responsibility to ensure timely check-in for their flights, which must occur no less than 2 hours prior to the scheduled departure time and can be completed up to 24 hours in advance. Clients must allocate adequate time for all airport procedures and potential delays. Any expenses or

inconveniences incurred due to missed flights under these circumstances shall be borne solely by the client.

47 -Overbook or Bumped Flights: Airline flights may be overbooked. If a passenger is denied boarding on a flight, they may be entitled to compensatory payment. The rules for denied boarding compensation are available at all ticket counters. Please note that MAKES Travels is not liable for any damages or compensation related to airline flights; such matters are the responsibility of the airline.

48 -TSA PreCheck and CLEAR Encouragement: MAKES Travels encourages clients to consider enrolling in TSA PreCheck and CLEAR to expedite their airport security screening process. These programs can provide a more streamlined and efficient travel experience, reducing wait times and potential stress at security checkpoints.

However, MAKES Travels is not responsible for any issues or lack of service from these programs, including but not limited to application processing delays, program ineligibility, or operational disruptions. Clients are solely responsible for ensuring their enrollment and status in TSA PreCheck or CLEAR are up-to-date and valid at the time of travel.

MAKES Travels shall not be held liable for any missed flights or other travel disruptions resulting from the failure of TSA PreCheck, CLEAR, or any other expedited security program to provide the expected level of service. Clients are advised to allow sufficient time for security screening, regardless of their participation in these programs, to ensure timely arrival at their departure gate.

49 –Supplier Bankruptcies: If an airline or other Supplier declares bankruptcy, it is not obligated to honor your reservation made before the bankruptcy or to refund tickets issued before the bankruptcy. Travel agents are not permitted to refund tickets on airlines that have declared bankruptcy. Money given to a travel agent immediately becomes the property of the airlines, and we are required by law to comply with the airlines' orders.

In the event an airline declares bankruptcy, it may continue service, limit service, or cease operations entirely. Other airlines might accept passengers under limited circumstances or may refuse to accept any passengers from the defaulted carrier. There are travel insurance plans available for passengers to protect themselves in the case of airline bankruptcies. MAKES Travels strongly recommends considering such insurance to mitigate potential risks associated with airline or supplier bankruptcies.

50 -Insecticide Notice: MAKES Travels recommends that clients refer to the Department of Transportation (DOT) list of airports in countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft. This list is

available on the DOT's website and is updated periodically. <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>

51 –Limitation of Liability for Air Transport: In addition to the limitations of liability set forth above, you agree that MAKES Travels is not liable for any damages arising from or related to any airline timetable changes, delays, cancellations, missed connections, mechanical problems, inclement weather, seating reassignments, lost/delayed baggage, screening and security delays, refused boarding, or failure to check in properly.

52 –Accommodations: “Accommodations” are defined as lodgings in a dwelling or similar living quarters afforded to travelers, including, but not limited to, hotels, condos, quarters on cruise ships, motels, timeshares, campgrounds, and resorts.

a. Accommodation Classifications

The number of stars attributed to the hotels and other providers of accommodations quoted by MAKES Travels corresponds to a classification established as a point of reference in accordance with local standards in the host country. Please be advised that accommodations and the “star” designations may vary from country to country. The comments we make in our descriptions are based on our knowledge of the establishments and the comments we have received from customers. MAKES Travels makes no guarantee about the suitability or availability of accommodations, and if the particular accommodations sought are unavailable, we will do our best to reserve comparable accommodations, if possible. Passengers bear any additional costs, such as upgrades. Suppliers reserve the right, for technical reasons, in cases of force majeure or actions by third parties, to replace the planned hotel with accommodation of the same category offering equivalent services. This would only be in exceptional circumstances and in such cases, MAKES Travels will inform the Passenger as soon as we are aware of this necessity.

b. Taking Possession of and Vacating Rooms

Policies regarding taking possession of and vacating rooms often vary by hotel and/or country, so it is the Passenger's responsibility to check with the hotel ahead of time to verify the relevant policies and times. MAKES Travels is not responsible for any charges and damages resulting from the Passenger's failure to timely take possession of or vacate the assigned room.

c. Types of Rooms

Room classifications and amenities may vary by hotel and/or country, so it is the Passenger's responsibility to check with the hotel ahead of time to verify the specific amenities offered at the time of their stay. MAKES Travels makes no guarantee that its descriptions and photographs are an exact representation of the particular rooms offered.

d. Infants

We ask parents traveling with infants to bring the appropriate food for their child, as they may not be able to find it at their destination. You may be asked to pay a charge, for example, for the provision of a cot and/or for heating baby food and drinks. You should request this when making your reservation, though we cannot confirm the availability of such services.

e. Pregnant Women

MAKES Travels advises pregnant women to consult their doctors before making any reservation, in order to confirm that it is appropriate for them to participate in the trip. Passengers agree that MAKES Travels will not be liable for any damages arising from the inability to participate in any or all of the trip due to pregnancy or related illness, and no compensation will be payable under such circumstances.

53 –Emergency Assistance:

Emergency Contact Information: Clients must provide MAKES Travels with emergency contact information prior to departure.

Assistance Services: MAKES Travels can assist clients in emergency situations, such as lost passports or medical emergencies, but cannot be held liable for the outcome of such assistance.

54 –Special Requests and Disabilities:

Special Requests: Clients must notify MAKES Travels of any special requests (e.g., dietary requirements, room preferences) at the time of booking. MAKES Travels will endeavor to meet these requests but cannot guarantee they will be fulfilled.

Disabilities: Clients with disabilities must inform MAKES Travels of their needs in advance to ensure suitable accommodation and travel arrangements are made. MAKES Travels will not be liable for any inconvenience or issues arising from failure to disclose this information.

55 -Booking Accuracy/Legal Names: Clients are 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 the booking confirmation. Please notify MAKES Travels immediately if any omissions and/or corrections are needed regarding the booking details. Clients voluntarily assume 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 data listed on airline

tickets and booking records. MAKES Travels strongly recommends that you consider 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 necessary travel documents.

MAKES Travels 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 MAKES Travels from all claims arising out of any problem covered in this paragraph and agree 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 Cuyahoga County, Cleveland, Minnesota, which will serve as the exclusive jurisdiction for all claims brought by you or MAKES Travels, and you hereby submit to the personal jurisdiction of those courts.

56 -Accommodation Disclaimer: MAKES Travels is not liable for any accommodation not providing all amenities advertised or for the accommodation not resembling the images posted prior to booking. Clients acknowledge that descriptions and photographs of accommodations are provided by the accommodation suppliers and may not accurately reflect the actual conditions.

MAKES Travels is not responsible for any issues, injuries, or damages that occur at the accommodation, including but not limited to fire damage, bug infestations or bites, water damage, theft, or any other incidents. Clients agree to hold MAKES Travels harmless for any claims arising from such issues during their stay at the accommodation. Any disputes or claims regarding the accommodation must be resolved directly with the accommodation provider.

Any reviews about the hotel are provided by the supplier and are not endorsed or written by MAKES Travels. MAKES Travels is not responsible for the content of these reviews or for any influence these reviews may have on client bookings through MAKES Travels. Clients are encouraged to conduct their own research and use discretion when relying on reviews for making booking decisions.

57 –Cruise Line Booking Disclaimer and Client Responsibilities:

Changes, Cancellations, and Errors: MAKES Travels is not liable for any changes, cancellations, or errors that occur with a cruise line booking. All cruise bookings are subject to the terms and conditions of the respective cruise line, and clients are responsible for reviewing and understanding these terms. MAKES Travels acts solely as an intermediary between clients and the cruise line and cannot control or be held responsible for any alterations, schedule changes, cancellations, or errors made by the cruise line. Any issues or disputes regarding cruise bookings must be resolved directly with the cruise line. Clients agree to hold MAKES Travels harmless for any claims, losses, or damages arising from changes, cancellations, or errors associated with their cruise booking.

Port Calls and Return-to-Ship Times: Clients are solely responsible for adhering to all port call times and return-to-ship schedules during their cruise vacation. MAKES Travels is not liable if a client misses a trip, excursion, or any part of their cruise due to failure to comply with these schedules. It is the client's responsibility to be aware of and manage their time effectively to ensure timely return to the ship. MAKES Travels cannot be held accountable for any missed activities, additional costs, or disruptions to the travel itinerary resulting from the client's failure to adhere to the cruise line's schedule. Clients agree to hold MAKES Travels harmless for any claims, losses, or damages arising from missed trips or excursions during their cruise vacation.

Local Currency Requirements: Clients are responsible for meeting local currency requirements while traveling abroad on a cruise ship. MAKES Travels is not liable for any issues arising from the client's failure to secure the necessary local currency for their travel needs.

Injury Onboard or Onshore: MAKES Travels is not liable for any injuries sustained by clients while onboard the cruise ship or onshore during the trip. Clients agree to hold MAKES Travels harmless for any claims, losses, or damages arising from any injuries incurred during their cruise vacation.

Delays in Transit to the Ship: MAKES Travels is not liable for any delays from airlines, trains, or any other transit methods en route to the ship that cause the client to miss the cruise. Clients are responsible for ensuring timely arrival at the cruise departure point and agree to hold MAKES Travels harmless for any claims, losses, or damages arising from transit delays that result in missing the cruise.

58 –MAKES Travels – GENT/INTERMEDIARY: MAKES Travels acts solely as an intermediary between the Suppliers and the public. MAKES Travels does not own or operate any hotels, shore excursions, tours, transportation providers, cruise lines, vessels, airlines, travel

protection companies, attractions, or other travel-related Suppliers who provide goods or services for the client's trip. Clients acknowledge and agree that MAKES Travels shall not be responsible for any loss, damage, delay, inconvenience, or injury to clients or group members as a result of a breach of contract, act, or omission, whether willful or negligent, criminal or otherwise, of any person other than MAKES Travels or its direct employees, including but not limited to these Suppliers, their employees, agents, servants, or representatives.

Suppliers reserve the right to deviate from the direct, customary, and/or scheduled route or itinerary for any reason, without limitation and without notice. Clients acknowledge and agree that MAKES Travels is not responsible for Supplier deviations, delays, cancellations, mandated overnight stays, missed connections, or any other condition beyond its control.

MAKES Travels recommends that all clients be in good physical and mental health and have medical approval to travel. Should a client feel that they have a physical disability that will require special accommodation, this needs to be addressed prior to trip deposit. If more than minor assistance is needed, Suppliers may require that the client be accompanied by a companion who is capable of, and responsible for, providing such assistance. Suppliers often reserve the right to reject clients whose mental or physical condition may interfere with the itinerary. Clients acknowledge and agree that MAKES Travels shall be held harmless for any and all claims relating to Supplier rejection due to mental or physical conditions.

While MAKES Travels prides itself on selecting top-quality Suppliers, no undertaking, guarantee, or warranty is given or shall be implied as to the fitness or condition of the Supplier's accommodations, transportation, or any food, drink, medicine, or provisions supplied. Clients acknowledge and agree that MAKES Travels shall not be responsible for refunding, either fully or partially, any amounts paid due to unsatisfactory services from any Supplier. In no event shall MAKES Travels be liable for any accident which occurs in hotels, resorts, on airplanes/in airports, on buses/in bus stations, on trains/in train stations, onboard a cruise ship, on tenders, on shore excursions, or during any mode of transportation encountered during the trip, resulting from equipment or any other cause. The client admits a full understanding of the nature and character of the mode of transport and assumes all risks of travel, transportation, and handling of passengers and baggage.

59 -Client Warranties and Responsibilities: Clients warrant that they are at least 18 years of age and possess the legal authority to enter into this Agreement and to make travel bookings with MAKES Travels. Clients agree to be financially responsible for all travel bookings made with MAKES Travels, whether made on behalf of themselves or for other members of their traveling party. Clients warrant that all information supplied by them on

behalf of themselves, members of their household, or others for whom they are authorized to transact business with MAKES Travels is true and accurate. Clients agree to only make legitimate reservations or purchases with MAKES Travels and its Suppliers, and acknowledge that, without limitation, any speculative, false, or fraudulent reservation is prohibited.

MAKES Travels accepts all bookings solely as the booking agent for the travel Suppliers on the client's itinerary. Separate Supplier terms and conditions will apply to the reservation and purchase of travel-related goods and services that clients select. By booking travel through MAKES Travels, clients understand and agree that they are also agreeing to the booking terms of each Supplier partner selected for their itinerary. Clients agree to abide by the terms and conditions of purchase imposed by any Supplier selected as a service provider on an itinerary they have approved.

MAKES Travels is not liable or responsible for any arrangements made independently of MAKES Travels. MAKES Travels assumes no responsibility for costs or fees incurred for independent arrangements not booked through MAKES Travels, including but not limited to airline, hotel, excursion, and travel protection-related charges. If clients make their own flight arrangements, MAKES Travels is not responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates, and cannot assist with any schedule changes or delays related to air reservations made independently. It may not be possible to earn frequent flyer or other loyalty points for reservations on the client's itinerary. With limited exceptions, hotel and airline rewards or points cannot be redeemed for travel arrangements made by MAKES Travels.

60 -Event Tickets: MAKES Travels provides assistance in procuring event tickets as part of our travel services. However, MAKES Travels shall not be held liable for any event being canceled or delayed. Furthermore, MAKES Travels is not responsible for any incidents, injuries, or damages that occur at the venue before, during, or after the event.

While MAKES Travels will make every effort to accommodate ticket requests as specified by the client, the ultimate responsibility for supplying the tickets lies with the event host. Changes to seating locations or other modifications may be made by the event host, and MAKES Travels is not liable for these changes.

Clients acknowledge and agree that MAKES Travels is acting solely as an intermediary in the ticket procurement process and bears no responsibility for the actions or policies of the event host. Any issues or disputes related to the event tickets must be resolved directly with the event host or venue.

61 -Travel Advisories: Before booking any travel, clients should review government-issued travel prohibitions, warnings, announcements, and advisories. This important information can be obtained from the following sources:

[U.S. Department of State](#)

[Transportation Security Administration \(TSA\)](#)

[U.S. Department of Transportation \(DOT\)](#)

[Federal Aviation Administration \(FAA\)](#)

[Centers for Disease Control and Prevention \(CDC\)](#)

[Office of Foreign Assets Control \(OFAC\)](#)

[U.S. Customs and Border Protection \(CBP\)](#)

It is the client's responsibility to stay up to date on all travel advisories and to adhere to them. MAKES Travels is not liable for any consequences that arise from the client's failure to comply with travel advisories. Clients agree to hold MAKES Travels harmless for any claims, losses, or damages resulting from non-compliance with government-issued travel advisories.

62 -Information on the 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, or 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 MAKES Travels and/or our suppliers.

While every effort has been made to ensure the accuracy and completeness of this information, MAKES Travels is not responsible for the accuracy of the information or the contents of third-party websites. We strive to keep our website up to date; however, some information may not be current or accurate. It is the client's responsibility to clarify any information and confirm its accuracy before making any decisions based on the content provided on this website.

63 -Client Information Management: MAKES Travels utilizes Customer Relationship Management (CRM) software to enter, maintain, and retain client information. This system helps MAKES Travels manage client interactions, streamline services, and ensure that travel needs are met efficiently. The use of CRM software allows MAKES Travels to securely

store and organize personal and travel information, enhancing the ability to provide personalized and high-quality service.

By booking travel services with MAKES Travels, clients consent to having their information stored in the CRM system. While MAKES Travels adheres to strict protocols to protect client information, MAKES Travels is not liable for any violations, hacking incidents, or information loss resulting from unauthorized access to the website or CRM system. Clients agree to waive all liability from MAKES Travels for any compromised information. For more details on how MAKES Travels protects data, clients should refer to the Privacy Policy.

Notice of CRM Changes

MAKES Travels reserves the right to change CRM systems without prior notice to clients. Should such a change occur, all client information will be securely transferred to the new CRM system, and all data will be destroyed from the old CRM system. The terms and conditions will be updated within six months to reflect the current CRM and its security protocols. Clients are encouraged to review the updated terms and conditions to stay informed about how their information is managed and protected.

64 -Client Conduct: Clients are expected to conduct themselves in a respectful and courteous manner during all interactions with MAKES Travels staff and third-party service providers, as well as during the entirety of their trips arranged by MAKES Travels. Clients must adhere to all local laws, regulations, and customs of the destinations they visit.

Unacceptable behavior includes, but is not limited to:

- Disruptive or abusive behavior towards MAKES Travels staff, third-party service providers, or other travelers
- Violation of local laws or regulations
- Damage to property or facilities
- Endangerment of oneself or others

Failure to adhere to these expectations may result in the following consequences:

- Immediate termination of services provided by MAKES Travels without refund
- Liability for any damages caused by the client's actions
- Reporting of the client's behavior to local authorities or law enforcement

Clients agree to comply with these conduct expectations and acknowledge that MAKES Travels reserves the right to take appropriate action in response to any violations.

65 –Data Usage: Clients consent to MAKES Travels using their personal information for the purposes of booking travel services and for related administrative tasks. MAKES Travels will comply with all applicable data protection laws in handling client data.

In addition, by providing their contact information—including but not limited to email address and phone number—clients consent to receive marketing communications from MAKES Travels via email and text message (SMS). These communications may include promotional offers, travel updates, destination highlights, and news about MAKES Travels services.

MAKES Travels uses third-party platforms such as Mailchimp for email marketing and may utilize compliant SMS delivery platforms to send promotional messages. By agreeing to receive SMS messages, clients acknowledge that standard message and data rates may apply depending on their carrier and plan. Frequency of messages may vary.

Clients may opt out of email marketing at any time by clicking the “unsubscribe” link included in any marketing email. To opt out of SMS marketing, clients may reply “STOP” to any promotional text. Opting out of marketing communications will not affect the receipt of important service-related or transactional communications (e.g., booking confirmations, trip updates).

MAKES Travels does not sell or share client data with unaffiliated third parties for marketing purposes. Clients are encouraged to review our Privacy Policy for more information on how their data is managed and protected.

66 -Confidentiality: MAKES Travels is committed to maintaining the confidentiality of all client information. Information will not be disclosed to anyone not on the reservation except as necessary to complete the booking process or as required by law. MAKES Travels ensures that client data is handled with the utmost care and privacy, adhering to strict protocols to protect your information.

67 -Promotional Terms: Promotional offers and discounts provided by MAKES Travels are subject to specific terms and conditions that govern their use. The following conditions apply to all promotional offers and discounts unless otherwise stated:

Applicability: Promotional offers and discounts are applicable only to bookings made directly with MAKES Travels and cannot be combined with other promotions, discounts, or special offers unless explicitly stated.

Eligibility: Eligibility for promotional offers and discounts may be subject to specific criteria, including but not limited to travel dates, destinations, or types of services booked. Clients must meet all eligibility requirements to qualify for the promotion.

Usage: Promotional offers and discounts must be used at the time of booking and cannot be applied retroactively to existing bookings. They are non-transferable and have no cash value.

Expiration: All promotional offers and discounts have an expiration date. Bookings must be made by the expiration date to qualify for the promotion. Expired promotions will not be honored.

Changes and Cancellations: If a booking made with a promotional offer or discount is changed or canceled, the promotion or discount may no longer apply. Clients may be responsible for any additional costs incurred due to changes or cancellations.

Limitations: Promotional offers and discounts may be subject to blackout dates, availability restrictions, and other limitations as determined by MAKES Travels or the third-party suppliers involved in the booking.

Right to Modify: MAKES Travels reserves the right to modify or cancel any promotional offers or discounts at any time without prior notice.

By using promotional offers and discounts, clients agree to these terms and conditions. For any questions or further clarification, clients should contact MAKES Travels directly.

68 -Right to Limit or Refuse Service: MAKES Travels reserves the right to limit or refuse service to anyone at our sole discretion. This includes, but is not limited to, situations where a client's behavior is deemed disruptive, abusive, or inappropriate, or if the client fails to comply with the terms and conditions set forth by MAKES Travels. We are committed to providing a safe and respectful environment for all clients and staff. If a client is refused service, any bookings made may be subject to cancellation according to our cancellation policies. Clients agree to hold MAKES Travels harmless for any claims, losses, or damages arising from the limitation or refusal of service.

69 -Governing Law: These terms and conditions shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes arising from or related to these terms and conditions shall be resolved in the courts of Minnesota. Any legal action arising from or related to the use of MAKES Travels' services must be filed exclusively in the courts located in Redwood County, Olivia, Minnesota, within 90 days of the end of the trip in question. By booking travel services through MAKES Travels, clients agree to submit to the jurisdiction of the courts located in Redwood County, Olivia, Minnesota, for the resolution of any disputes or claims. This agreement to litigate in Minnesota applies regardless of the client's location or the location where the travel services were booked or utilized.

70 -Validity and Entire Agreement: If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law, including but not limited to the warranty disclaimers and liability limitations set forth above, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision. The remainder of the agreement shall continue in effect.

These Terms and Conditions, along with any other terms and conditions referenced herein, constitute the entire agreement between the client and MAKES Travels with respect to travel bookings made with MAKES Travels by any means. This agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the client and MAKES Travels regarding communications with MAKES Travels. A printed version of this agreement and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

71 -Power of Attorney: As a client of MAKES Travels, you hereby appoint MAKES Travels as your attorney-in-fact for the purpose of signing all documents necessary to purchase and issue airline tickets, tours, cruises, insurance, and hotel guarantees. You authorize MAKES Travels to authorize credit card transactions for these purchases whenever an online, phone, or email booking request is received and reasonably believed to be from you or someone acting on your behalf, requesting travel arrangements to be charged to your credit card account. You agree to pay for all such purchases and will not hold MAKES Travels responsible for any actions taken pursuant to this power of attorney.

72 -Recommended Products: MAKES Travels may endorse or recommend certain travel products and services, including but not limited to travel insurance, luggage, travel accessories, and other related items, to enhance your travel experience. Such recommendations are made based on our professional expertise and experience within the travel industry.

Notwithstanding the foregoing, MAKES Travels shall not be held liable for any issues, damages, or losses arising from the use of these recommended products or services. The responsibility for the quality, performance, and any potential defects or problems associated with these products or services lies solely with the respective manufacturers or service providers.

Furthermore, MAKES Travels may receive financial compensation from these recommendations, including but not limited to referral bonuses, commissions, or direct

profits. This financial remuneration does not, in any way, establish or imply liability on the part of MAKES Travels for any claims, complaints, or adverse outcomes related to the use of these products or services.

By electing to purchase or utilize any recommended travel products or services, you acknowledge and agree that MAKES Travels shall not be held responsible or liable for any issues arising therefrom. It is incumbent upon you to thoroughly review and assess the suitability, reliability, and legality of any recommended products or services prior to making a purchase or commitment.

73 -Referral and Affiliate Programs: MAKES Travels participates in various referral and affiliate programs, including but not limited to Amazon Associates and Rakuten Affiliate Program. Through these programs, MAKES Travels may earn a commission or profit from products and services recommended via affiliate links.

Notwithstanding our participation in these programs, MAKES Travels shall not be held liable for any issues, damages, or losses arising from the use of products or services purchased through these affiliate links. MAKES Travels acts solely as an intermediary and does not assume any responsibility for the quality, performance, or reliability of the products or services provided by third-party vendors through these referral and affiliate programs.

By choosing to purchase products or services through affiliate links provided by MAKES Travels, you acknowledge and agree that MAKES Travels shall not be responsible or liable for any claims, complaints, or adverse outcomes associated with these products or services. It is your responsibility to conduct due diligence and assess the suitability and reliability of any products or services before making a purchase.

We are a participant in the Amazon Services LLC Associates Program, an affiliate advertising program designed to provide a means for us to earn fees by linking to Amazon.com and affiliated sites.

74 -Influencer Partnerships: MAKES Travels may engage in partnerships with influencers to promote MAKES Travels and its associated brands. These collaborations are intended to enhance our marketing efforts and increase business visibility through various social media and online platforms.

Notwithstanding such partnerships, MAKES Travels shall not be held liable for any actions, statements, or conduct of the influencers. This includes, but is not limited to, any content created, posted, or shared by influencers, as well as any claims, representations, or endorsements made by them.

By engaging with content promoted by influencers associated with MAKES Travels, you acknowledge and agree that MAKES Travels is not responsible for any inaccuracies, misrepresentations, or other issues arising from the influencer's content. The opinions and views expressed by influencers are their own and do not necessarily reflect those of MAKES Travels.

Clients are advised to perform their own due diligence and exercise independent judgment when considering any information or recommendations provided by influencers promoting MAKES Travels and its brands. MAKES Travels disclaims any and all liability for any claims, losses, or damages resulting from the reliance on such content.

75 -Privacy Policy:

MAKES Travels is committed to protecting your privacy. Our privacy policy outlines how we collect, use, and safeguard your personal information. For detailed information on our privacy practices, please review our Privacy Policy, which can be found at the following link: *MAKES Travels Privacy Policy*.

The Privacy Policy includes information on how MAKES Travels manages marketing communications, including email and SMS campaigns, and provides instructions on how to opt out. Clients are encouraged to review Term 65 (Data Usage) for additional details regarding consent for marketing communications and use of third-party platforms such as Mailchimp and SMS providers.

76- Non-Responsiveness During Travel: MAKES Travels will make reasonable efforts to assist clients with in-trip issues or emergencies. However, MAKES Travels is not liable for any failure to resolve issues if the client is unresponsive, unreachable, or does not follow prescribed instructions. Clients are responsible for maintaining open lines of communication and checking their email and mobile devices during travel. Failure to respond may limit MAKES Travels' ability to provide support or intervene with vendors on the client's behalf.

77 – Group Booking Responsibilities: In the case of group travel bookings, the lead client or organizer is responsible for:

Communicating deadlines and payment expectations to all group members

Ensuring accurate information is provided for all travelers

Coordinating with MAKES Travels on changes, cancellations, or modifications

Individual members of the group are responsible for meeting payment deadlines and adhering to cancellation and change policies. Should a group member cancel or default on

payment, the lead client may be responsible for any resulting fees, penalties, or adjustments required to preserve the group booking.

MAKES Travels reserves the right to assess additional coordination or administrative fees for group bookings requiring extensive support.

78 – Cybersecurity and Data Breach Notification: MAKES Travels utilizes secure platforms and follows best practices to protect client data. In the unlikely event of a data breach or cybersecurity incident involving client information, MAKES Travels will notify affected clients in compliance with applicable data protection laws and take reasonable steps to contain and remedy the breach.

MAKES Travels shall not be liable for damages resulting from unauthorized access, hacking, or malicious cyberattacks that are beyond its control. Clients agree to hold MAKES Travels harmless for any resulting claims or losses related to such breaches.

79 – Client Conduct with Third-Party Vendors: Clients are expected to behave in a respectful and professional manner when interacting with third-party vendors, including hotels, cruise lines, airlines, tour operators, and other travel service providers. MAKES Travels is not liable for the consequences of a client's disruptive, inappropriate, or unlawful behavior during their trip.

Service providers reserve the right to cancel services, refuse participation, or remove clients from tours, events, or accommodations due to misconduct. No refunds will be issued in such cases. Clients agree to comply with the behavioral policies of each service provider and to hold MAKES Travels harmless for any resulting claims, damages, or denied services.

80-Third-Party Booking Disclaimer: MAKES Travels is not responsible for any travel arrangements, reservations, purchases, or services made independently by the client outside of MAKES Travels' booking process. This includes but is not limited to airfare, accommodations, excursions, event tickets, tours, transfers, and activities not secured through MAKES Travels. MAKES Travels does not provide support, management, or liability coverage for any aspect of travel booked through third parties, regardless of whether it coincides with travel booked through MAKES Travels.

81- No-Show Policy: Failure by the client to appear for a scheduled departure, flight, cruise, event, tour, or activity ("no-show") will be treated as a voluntary cancellation. No refund, credit, or compensation will be provided by MAKES Travels or its affiliates. Clients acknowledge that suppliers may treat a no-show as a 100% forfeiture of funds. MAKES Travels shall not be responsible for rebooking or refunding missed services due to no-shows.

82 – Electronic Signature Validity: Electronic signatures, approvals, authorizations, and form submissions executed by the client are legally binding and enforceable. By electronically submitting booking forms, authorizations, or agreements, clients consent to the use of such digital documentation under the Electronic Signatures in Global and National Commerce Act (E-SIGN Act). These digital approvals carry the same weight as handwritten signatures.

83-Limitations of Assistance for Travel Delays: While MAKES Travels will make reasonable efforts to assist with travel interruptions, delays, cancellations, or other disruptions, it cannot guarantee rebooking, availability, or compensation on behalf of suppliers. Real-time itinerary management during travel is not guaranteed. Clients are advised to obtain comprehensive travel insurance that includes trip delay or interruption coverage. MAKES Travels shall not be liable for any costs, losses, or missed experiences resulting from these types of disruptions.

84 – Acknowledgment of Supplier Terms: By booking travel services through MAKES Travels, clients acknowledge and agree to abide by the terms and conditions of all third-party suppliers involved in their travel itinerary. This includes but is not limited to airlines, cruise lines, tour operators, resorts, transportation companies, and insurance providers. MAKES Travels is not responsible for any penalties, cancellations, or denied services resulting from the client's failure to review and comply with supplier policies. Clients agree to independently review and consent to the terms and conditions of each travel supplier used in their itinerary, including refund policies, change fees, and health/safety protocols, prior to final payment.

85 -Severability Clause: If any provision of these terms and conditions is determined to be invalid or unenforceable under applicable law, such provision shall be deemed to be omitted. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions of these terms and conditions, which shall remain in full force and effect.

86 -Indemnification: Clients agree to indemnify, defend, and hold MAKES Travels harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees) arising out of or related to any breach by the client of these terms and conditions, or any act or omission by the client in connection with their use of MAKES Travels' services. This indemnification obligation shall survive the termination or expiration of these terms and conditions and the completion of the services provided by MAKES Travels.

87 – Final Authority Clause: MAKES Travels reserves the right to interpret and enforce its terms and conditions as necessary to protect its business operations, staff, and reputation. In any circumstance not explicitly addressed within this agreement, MAKES Travels retains sole discretion and final authority to determine how to proceed. This includes, but is not limited to, the resolution of client concerns, cancellation procedures, and exceptions to policy. All decisions made by MAKES Travels under this clause are considered final and binding.

88 -Modification and Acceptance of Terms and Conditions: The Terms and Conditions may be amended or modified by MAKES Travels at any time without prior notice. It is, therefore, incumbent upon you to review the Terms and Conditions prior to each booking to ensure you are fully apprised of the provisions currently in effect, as they may have been altered since your last engagement.

Upon acceptance, these Terms and Conditions shall remain valid and enforceable for a period of 12 months, irrespective of any subsequent modifications. While it is advisable to review the Terms and Conditions before each booking, the initial acceptance shall be deemed sufficient for any and all bookings made within the ensuing 12-month period.

Absent such acceptance, MAKES Travels reserves the right to cancel any booking at its sole discretion.

The failure of MAKES Travels to enforce any provision of these Terms and Conditions in response to a breach by you or any third party shall not be construed as a waiver of its right to enforce such provisions with respect to subsequent or similar breaches. MAKES Travels does not warrant that it will take action against all breaches of these Terms and Conditions.

89. Client Consent or Agreement to Terms: By engaging with MAKES Travels in any capacity—including but not limited to booking travel, completing forms, utilizing consultation services, or requesting quotes—the client acknowledges and agrees to be bound by all the terms and conditions set forth herein. This engagement signifies the client’s acceptance of the policies regarding consultation fees, cancellation fees, and any associated convenience fees as detailed above.

The client also expressly consents to the collection and use of their personal information in accordance with Term 65 (Data Usage), including the receipt of marketing communications from MAKES Travels via email and text message (SMS). These communications may include promotional offers, travel updates, and service announcements. Clients understand that they may opt out of marketing communications at any time by clicking the “unsubscribe”

link in any email or replying “STOP” to any SMS message. Message frequency may vary and standard message/data rates may apply.

By submitting their contact information and continuing to engage with MAKES Travels, the client confirms that they have read, understood, and agreed to these terms and conditions in their entirety. This agreement ensures that MAKES Travels can deliver the highest quality of service with transparency, legal compliance, and mutual understanding. Any disputes arising from these terms shall be governed by the applicable laws and subject to the jurisdiction specified within MAKES Travels’ comprehensive terms and conditions policy

90 – Marketing Communications Disclaimer: By engaging with MAKES Travels and providing your contact information, you agree to receive promotional communications from us via email and text message. MAKES Travels uses secure, compliant platforms such as Mailchimp and SMS messaging services to distribute marketing content. You may unsubscribe or opt out at any time. MAKES Travels is not responsible for carrier charges, email filtering, or technical delivery issues related to these communications. Marketing participation is voluntary and may be revoked at any time without impacting essential service communications.

91 – PCI Compliance and Payment Security: MAKES Travels is committed to maintaining the highest level of security for client payment information. MAKES Travels does not store, transmit, or process any sensitive credit card data on its servers. All payment transactions are securely handled directly through the travel vendor or through third-party, PCI-DSS Level 1 compliant platforms, including Travel eSolutions (TESS), TokenEx, Stripe, Square, and PayPal.

These platforms utilize industry-standard encryption, tokenization, and secure payment gateways to protect client payment information during all financial transactions. Clients acknowledge and agree that MAKES Travels cannot access full card details and that any payment authorizations or transactions are subject to the terms and security practices of these PCI-compliant vendors.

By submitting payment through MAKES Travels’ authorized platforms, clients consent to the secure handling of their information and waive any liability on the part of MAKES Travels for payment processing conducted through these secure, third-party systems.

92 – Use of Artificial Intelligence (AI) Tools: MAKES Travels may utilize artificial intelligence (AI) tools to assist with certain aspects of travel planning, customer support, content creation, and business operations. These tools may help generate suggested itineraries, destination content, communication templates, or perform basic administrative functions to enhance efficiency and service quality.

All final travel plans, recommendations, and client-facing communications are reviewed by a human agent prior to being delivered to the client. While MAKES Travels takes reasonable steps to ensure the accuracy of any information generated or assisted by AI tools, clients acknowledge that AI-assisted outputs may occasionally contain errors, omissions, or inaccuracies.

By engaging with MAKES Travels, clients agree to hold the agency harmless for any actions, decisions, or outcomes based solely on information produced by AI-assisted processes. Clients are encouraged to verify any critical details related to travel logistics, pricing, or policies before making final decisions.

By engaging with MAKES Travels in any capacity, including but not limited to booking travel, completing any forms, utilizing consultation services, or otherwise interacting with MAKES Travels, the client hereby acknowledges and agrees to be bound by all the terms and conditions set forth herein. This engagement signifies the client's acceptance of the policies regarding consultation fees, cancellation fees, and any associated convenience fees as detailed above. The client agrees that these terms and conditions constitute a legally binding agreement, ensuring that MAKES Travels can deliver the highest quality of service with transparency and mutual understanding. Any disputes arising from these terms shall be governed by the applicable laws and subject to the jurisdiction specified within MAKES Travels' comprehensive terms and conditions policy.

Last updated on October 15, 2025.