

These terms and conditions ("Terms") govern the relationship between She Dares To Wander, LLC d/b/a She Dares To Wander ("SDTW" and/or "us/our") and you, the purchaser and/or traveler ("Client" and "passenger" and "you/your"). By planning travel with SDTW, you agree to be bound by these Terms. SDTW acts as a booking agent for disclosed principal supplier tour operators, cruise lines, airlines, air charters, hotels, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and other services ("Supplier(s)") and may not be the source or provider of the travel services. Any payment made to SDTW shall be deemed to constitute full acceptance of these Terms.

1. USE OF SDTW SERVICES, ACCESS AND INFORMATION FOR TRAVEL BOOKINGS

You warrant that you are at least 18 years of age and possess the legal authority to enter into this Agreement and to make travel bookings with SDTW. You agree to be financially responsible for all of your travel bookings made on behalf of yourself and any member of your traveling party and warrant that all information supplied by you on behalf of yourself, members of your household, or others for whom you are authorized to transact business with us is true and accurate. You agree that you will only make legitimate reservations or purchases with SDTW and its Suppliers, and acknowledge that, without limitation, any speculative, false, or fraudulent reservation is prohibited.

All bookings are accepted by SDTW as agent for the travel Suppliers on your itinerary. Separate Supplier terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select, and you understand and agree to abide by the terms and conditions of purchase imposed by any Supplier on an itinerary you have approved. As a condition of reservation, you must provide information requested by SDTW along with your initial payment. SDTW reserves the right to cancel your reservation and all services and retain all related cancellation fees if your information is incomplete or inaccurate. Your personal data secured for your reservation is used to process your services with our Service Providers. It may be necessary to transfer these details to other countries or authorities whose data protection and privacy laws are less stringent than those of the United States of America. This may include requirements to pass details to Service Providers as well as certain governments or government-appointed bodies, or agencies in the interest of security or because we are obliged to by law.

SDTW is not liable or responsible for any arrangements made independently of SDTW. SDTW assumes no responsibility for costs or fees you incur for independent arrangements not booked through SDTW, inclusive of, but not limited to, airline, hotel, excursion, and travel protection related charges. If you make your own flight arrangements, SDTW is not responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates, and cannot assist you with any schedule changes or delays related to air reservations you have made on your own arrangement. SDTW recommends making flight arrangements after the tour has met the required minimum of travelers and has been confirmed. SDTW is not responsible for any cancellation or change fees if you book your flight prior to tour confirmation and the

tour is cancelled for any reason.

2. PRICING

Quoted prices on your itinerary are per person, based on Double Occupancy or Single Occupancy, as noted on the itinerary. Prices do not include airfare, and are subject to change without notice. Pricing for our trips and services are subject to change at any time prior to receipt of full deposit.

At the time of reservation, a non-refundable, non-transferable, per person, per trip deposit of \$500 is required. Your spot on the tour is not secured until we receive your deposit.

We reserve the right to correct errors in price quotes or billing. In the event of any pricing error or omission, we reserve the right to adjust such pricing or make any other corrections. All offers, incentives and Supplier promotions are subject to availability and may change without notice. Prospective Clients are advised to reserve early to avoid disappointment, increases in fares and will be considered nonrefundable.

Unless specifically noted in your trip itinerary, the following is not included in your reservation:

- airfare;
- airline fees, including fees for advance seat assignments, premium seat assignments, and checked and excess baggage fees;
- government taxes and fees, including entry/exit fees at airports, port taxes and fees, Federal inspection fees for U.S. Immigrations & Customs; International Air Transportation tax, agricultural tax; other per-person taxes imposed by government entities; airport taxes and fees, including the September 11th Security fee, Federal domestic flight segment fees, and U.S. and international arrival and departure and other government-imposed fees added by the airline and applicable at time of reservation. (Some fees may be included in the price of airfare, if purchased through SDTW)
- passports; visas; vaccinations;
- laundry; telephone; minibar;
- alcohol, beverages, and food outside of any contracted menu as presented at a hotel or restaurant or on board your vessel (these extra items will be billed to you before leaving the hotel, ship, or restaurant);
- optional excursions;
- portage at airports and train stations;
- Travel Protection or third-party Travel Insurance;
- Any expenses incurred in making individual travel arrangements in connection with your reservation;
- Any other items not specifically mentioned in your itinerary.

3. PAYMENT SCHEDULE

Monthly payments of \$500 are required to maintain your reservation. Payments are due on the 1st of each month. The first scheduled payment will be due on the 1st of the month, irrespective of the date on which the initial deposit is made. In the event you miss a payment SDTW will notify you within 7 days and notify you of any late payment. In the event late payments are not made within 24 hours of such notice, your reservation may be cancelled and will be subject to the cancellation policies set forth below. Full payment is required by the final payment date, which will be no later than 90 days prior to travel, unless otherwise specified in your itinerary. You understand that failure to make final payment or any violation of a Supplier's conditions of purchase may result in cancellation of your reservations, in your being denied access to any flights, tours, hotels, cruises, or other travel services, or in your forfeiting any monies paid for your reservations.

Travel Protection payments or Third-Party Travel Insurance Payments are always non-refundable.

Reservations made after the final payment date require full payment at the time of reservation and will include any late reservation fees.

SDTW accepts payment via check, ACH or wire transfer, Venmo, and all major credit cards.

Your reservation is confirmed when your initial deposit payment is processed. Your invoice is confirmation of services on the reservation.

4. RESERVATIONS

You are responsible for providing and verifying full, complete and accurate information for all participants and services at the time of reservation. Under no circumstances is SDTW liable for any errors or omissions in the information provided by you to complete the reservation. When you receive any and all travel documents, it is your responsibility to review and verify all information for accuracy. Contact SDTW immediately if changes or corrections are required. SDTW is not responsible for incorrect or inaccurate booking information provided by you.

You agree to provide SDTW with information about your medications, dietary restrictions, emergency contact, etc. when completing the registration form but any changes to this information must be submitted to SDTW no later than the final payment date of the tour. This information is held in confidence and is only used in case of emergency.

5. CANCELLATIONS BY CLIENT

Failure to make final payment or any violation of a Supplier's conditions of purchase may result in cancellation of your reservations. In some cases, there is NO REFUND once a booking is made and under deposit. You may not be entitled to a refund if you change or cancel your travel plans

after confirmation of a booking. All cancellation requests must be sent to SDTW in writing. Cancellation fees will be charged to the credit card or other payment method you authorized to pay for travel services. Cancellation fees are calculated based on the days prior to the commencement of services in which notification is received. Cancellation fees include all services on the reservation, except Travel Protection or third-party Travel Insurance payments, which are always non-refundable. In the event of cancellation, SDTW will retain your \$500 deposit to cover administrative costs. In addition, the following will apply to each traveler when notice of cancellation is given in writing after the booking is confirmed:

- Prior to 6 months prior to departure, 50% of all payments made are refundable.
- 6 months or sooner prior to departure, payments are non-refundable.
- **ALL AFRICAN SAFARI TRIPS ARE COMPLETELY NON-REFUNDABLE**

6. FORCE MAJEURE AND OTHER CANCELLATIONS BY SDTW

SDTW will not be in breach of these terms and conditions or otherwise be liable to you, for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, including web host and internet service provider, breakdown or malfunction of equipment, destruction of or serious damage to facilities, natural catastrophes including, but not limited to extreme weather events, floods and volcanic eruptions, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy, and any other unforeseen circumstance which is beyond the control of SDTW ("Force Majeure Event"). THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS.

SDTW reserves the right to cancel or reschedule any trip departure for any reason, including insufficient demand, strikes, lockouts, riots, stoppage of labor or Force Majeure event. In the event of a cancellation by SDTW prior to departure or during your trip for conditions under Force Majeure SDTW will provide a future travel/booking credit for the portion of your trip impacted. Future travel/booking credit will be redeemable for travel with SDTW for one year past your original trip start date.

In addition, each of SDTW's Suppliers have terms and conditions which include Force Majeure provisions. In the event that a Force Majeure event occurs, those Suppliers may be entitled to, and may in their sole and absolute discretion, vary, postpone or cancel any itinerary or arrangement in relation to the trip. Payment of any refund to you as a result of the non-performance of any obligations by any third-party Supplier shall remain in the sole and absolute discretion of the Supplier pursuant to their policies, although SDTW shall use its reasonable efforts to secure reimbursement for you where possible.

In the event of a cancellation by SDTW prior to departure for reasons other than Force Majeure, SDTW will use best efforts to rebook the same trip with a different departure date, or

to rebook you on a similar trip, but there is no guarantee of availability for future dates, or that the available dates will be agreeable to you, the client. If you accept re-booking, SDTW will refund the difference in price if the price of the new trip is lower, however, you are responsible for additional costs if the alternate departure is more expensive. If this rebooking option is not acceptable to you, SDTW's only responsibility is to refund all of the amounts paid by you for the reservation, including your deposit. SDTW is not responsible for any loss incurred for purchased airfare, or other arrangements which are unused or non-refundable in the event the tour is cancelled.

7. FEES FOR CHANGES OR REVISIONS TO ITINERARIES.

Any changes or revisions to a reservation requested must be sent in writing to SDTW. Certain changes or revisions to a reservation prior to the Final Payment Date may result in a change fee imposed by a third-party supplier partner. Client will be responsible for any change fees as a result of a modification to their original reservation.

Six months prior to departure, any change to a participant's name, trip date, or itinerary may be treated as a full cancellation and new reservation. In the event that a change requires full cancellation and a new reservation, all cancellation fees will apply.

8. TRAVEL DOCUMENTS, INCLUDING TSA AND DHS ACCEPTABLE IDENTIFICATION REQUIREMENTS

It is the responsibility of each Client to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations. When traveling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry acceptable identification in order to board a flight. Acceptable identification can be found at <http://www.tsa.gov/traveler-information/acceptable-ids>; examples are DHS-designated enhanced driver's license, Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records. You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing Client to miss flight(s), and subsequent scheduled travel bookings on cruises and tours.

SDTW strongly recommends that you take into account that certain countries will not admit a passenger if their passport expires within six (6) months of the anticipated date of return. Non-United States citizens may require additional documentation. Client is responsible to make SDTW aware when traveling on a passport from a country other than the United States of America. SDTW neither controls nor warrants the issuance of visas or approval of visa waivers related to your travel. Should a visa not be issued, SDTW is not responsible for lost payments made toward the contemplated trip. Please note that rules of each country regarding entry and exit change on a daily basis.

Children and infants also require travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities; please see <https://help.cbp.gov/s/article/Article-3643> for additional information. The U.S. Customs and Border Protection Agency requires that for groups of children under age 19 arriving to the United States by land or sea from contiguous territory and traveling with a school group, religious group, social or cultural organization, or sports team, may also present an original or copy of his or her birth certificate, a Consular Report of Birth Abroad, or a Naturalization Certificate. Parental or legal guardian consent must be provided to the supervising adult/Group Leader in writing.

9. INDIVIDUAL ENTRY AND EXIT REQUIREMENTS

Each country holds different views of past criminal offenses, whether within or outside of their boundaries. If you have a current or prior criminal offense, contact that country directly for entry and exit requirements. You can visit the US State Department Website for further information about these requirements. See, <https://travel.state.gov/content/travel.html>. We do not inquire about an individual's criminal record in the interest of respecting our Clients' privacy.

10. HAZARDOUS MATERIALS

Federal law prohibits passengers from bringing hazardous materials on the aircraft.

(1) Federal law forbids the carriage of hazardous materials aboard aircraft in the passenger's luggage or on the passenger's person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radio- active materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radiopharmaceuticals.

(2) There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in the passenger's luggage and certain smoking materials carried on the passenger's person. For further information, each passenger should contact the relevant airline representative(s) on their itinerary. Restrictions on hazardous materials are listed <http://www.tsa.gov/traveler-information/prohibited-items>.

11. INSECTICIDE NOTICE

We recommend that you refer to the 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 on the DOT's website and is updated from time to time: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>.

12. AIR RESERVATIONS, SCHEDULE CONFIRMATION, CHECK-IN

Your airline ticket is a contract between you and the air carrier, even if you purchase through SDTW. If you purchase air travel through SDTW, you acknowledge and agree that SDTW does not have the right to control the operations of independent airlines, and agree that SDTW is not liable for any personal injury, property damage related to your purchase of air tickets or air travel, including, but not limited to any act, error, omission, injury, loss, accident, or delay caused by any act, error or omission of the airline, including their failure to deliver services, partial or inadequate delivery of services, airline policies, fuel increases, bankruptcy or cessation of operations. SDTW is not responsible for costs associated with any airfare booked prior to tour confirmation, including fees.

SDTW shall not assume any responsibility for any air schedule changes. In rare instances, upon departure from a country, certain departure taxes must be paid in cash only, and may vary in price. Failure to use a reservation may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares.

Airline e-tickets expire a year from issue date unless carrier fare rules in passenger's itinerary fare provide otherwise.

Due to enhanced security, it is strongly recommended that you check in a minimum of 2 hours prior to scheduled departure for domestic flights and 3 hours prior to scheduled departure time for international flights. Reconfirm flight times at least 24 hours prior to scheduled departure time for domestic flights, and 72 hours prior for international flights.

Frequent Flyer mileage accrual is at the discretion of the airline(s). SDTW has no liability if accrual of miles or points is denied or if upgrades are not allowed. Many airlines do not permit upgrades on airfare purchased in certain fare classes or when using frequent flyer miles, loyalty status or certificates.

Seat assignments are not guaranteed even after they are assigned, and SDTW has no control over airline seat assignments. Most airlines charge a fee to pre book a seat

13. ARRIVALS, TRANSFERS AND DELAYS.

If you are arriving by air, you are responsible for allowing sufficient time to deplane, gather your luggage and travel to the designated meeting location to join the tour. SDTW is unable to delay the departure of the group if you arrive after the designated tour start time listed in your itinerary. You are required to notify SDTW writing in the event an airline or other transportation should change your arrival or departure time by sending a text to either (1) the "What's App" group chat for the tour or (2) Contacting the host directly with the information provided in your departure.

If you are delayed for any reason whatsoever, you are responsible for notifying SDTW and to communicate regularly with SDTW as to your anticipated arrival time. If you are delayed, you are responsible for joining the group as soon as possible and at your own expense if your arrival

occurs after the last scheduled transfer. On tours where scheduled transfers are provided, if you elect to take alternate transportation to the hotel or other lodging accommodations, for any reason, you will not be reimbursed for the cost of the transfer expense.

14. UNUSED ARRANGEMENTS, MINIMUM PASSENGER REQUIREMENTS AND ALTERATIONS TO BOOKINGS

No refunds will be issued for unused services (late arrivals, temporary absences from your trip or early departures), for unused transportation where group activity tickets are involved, or for voluntary modifications made by you.

Some group tours are based on minimum numbers of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed, or the tour may be canceled. Any cancellations of a tour or package for reason of failing to meet the minimum traveler requirement will be governed by our cancellation policy above.

As may be noted in your itinerary, SDTW tours are scheduled with tour operators who sell their tours to the general public. You acknowledge that other groups and/or individuals may be a part of the same tour and/or activity.

Alterations to your itinerary may be necessary for any number of reasons, including but not limited to severe weather. Any alterations to an itinerary are at the sole discretion of SDTW or its Suppliers, and no refund or trip price reduction is given if an itinerary change is necessary.

15. HEALTH/IMMUNIZATIONS

You must have the proper immunizations and health screenings and required documentation of such immunizations and screenings before travel. SDTW shall not assume responsibility for the accuracy of health, vaccination, or documentation prior to departure or upon landing at the final destination. In some cases, required inoculations must be recorded by Client's health practitioner on a valid vaccination certificate, which the Client must carry for proof of inoculation. If you are concerned about taking any medications or receiving certain inoculations, check with your health practitioner BEFORE booking. Check the State Department Web site <http://travel.state.gov>, for relevant information relating to travel to specific destinations, and the Center for Disease Control <http://wwwnc.cdc.gov/travel/> relating to health issues related to travel.

16. RISKS/SAFETY

Travel to certain destinations may involve greater risk than others. SDTW urges Clients to remain informed on a daily basis as to current news events, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on health and safety conditions in various countries and the level of risk associated with travel to particular

international destinations can be found at <http://www.state.gov>, <http://www.tsa.gov>, <http://www.dot.gov>, <http://www.faa.gov>, <http://www.cdc.gov>, and <http://www.cbp.gov>. The Smart Traveler Enrollment Program (STEP) is a free service provided by the U.S. Government to U.S. citizens who are traveling to, or living in, a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to <https://step.state.gov/step/>.

BY OFFERING FOR SALE TRAVEL TO PARTICULAR DESTINATIONS, SDTW DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. CLIENT'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT CLIENT'S OWN RISK.

In the event of emergent health or safety concerns, once SDTW has investigated the prevailing situation, SDTW shall have the sole and absolute discretion whether to proceed with any SDTW escorted trip or private departure, or to make alterations to the itinerary.

17. PARTICIPATION REQUIREMENTS

SDTW tours require walking and other physical exertion. Client should expect to walk 2-3 miles on average over the course of a day, navigate steps, get in and out of transportation, and manage personal belongings without assistance. On some tours, the walking can increase to 5-7 miles of walking over the course of a day. For these reasons, our tours are not suitable for anyone who is walking impaired. SDTW cannot provide individual assistance to you for walking, dining, getting on and off buses and trains, carrying baggage, or other personal needs. Persons needing such assistance must bring a qualified and physically able companion responsible for providing such assistance and/or services. Your itinerary may also involve travel to remote areas without access to medical facilities or treatment, changing weather conditions, interactions or encounters with wildlife, and other potentially dangerous conditions. You are aware that the physical exertion required to participate in certain activities can activate or aggravate pre-existing injuries, conditions, or congenital defects.

Any special requirements or disabilities must be disclosed to SDTW at time of reservation, or if such requirements arise after the reservation, as soon as such requirements are or reasonably should be known by the participant. If SDTW has not received disclosure of requirements or disabilities that require reasonable accommodations for accessibility, and/or if your participation poses a threat to the safety or health to self or others, SDTW may be unable to accommodate you for part or all of the tour, or any services provided in connection with the tour.

Laws and regulations related to the accommodation of disabilities and special needs vary from country to country, and SDTW is not liable for denial of services by air carriers, hotels, restaurants or other independent suppliers. You are responsible for assessing if the itinerary is

suitable for all participants on the reservation. We recommend you contact SDTW prior to making a reservation to determine what reasonable assistance might be available.

18. CLIENT CONDUCT

Each participant in any trip escorted by SDTW is expected to act responsibly and adhere to all behavior guidelines established by SDTW and our Suppliers, including dress codes at religious and cultural sites. SDTW and all local Suppliers reserve the right to remove you from any facility, hotel or resort property, tour location or means of transportation if your health or your conduct appears to endanger yourself or others, disrupts the general well-being of other clients on any element of your trip, or interferes with the operation or security of the places we visit. In any such case, there will be no refund.

When you book with SDTW, you accept responsibility for any damages or losses caused by you. Full payment for any such damage or loss must be paid directly at the time to the accommodation owner or manager or other Supplier. You must indemnify us for the full amount of any claim (including attorneys' fees and other legal costs) made against us because of your conduct. We are not responsible for any costs incurred concerning a guest removed from a trip, or any portion of a trip. You agree not to hold SDTW or any of its related entities liable for any actions taken under these terms and conditions. Baggage and personal effects are at all times the sole responsibility of the participant.

Any transportation, possession or use of illegal drugs will result in immediate termination of your trip. You are responsible for knowing and observing the licensing laws for drug possession (including prescription and over the counter drugs) for all countries and states you are visiting. Laws may require you to carry a prescription from your doctor.

Smoking is not allowed on transportation that is provided by SDTW. Smoking includes cigarettes, e-cigarettes, cigars, e-cigars, or any other smoking or vaping device. You are responsible to abide by and adhere to Service Provider's terms & conditions, including as they relate to smoking. This includes, but is not limited to, smoking only in designated sections of vessels, hotels or restaurants.

SDTW contracts non-smoking rooms. Hotels may impose a 100% non-smoking policy. If you require a smoking room, a request may be submitted, but SDTW cannot guarantee availability.

Weapons are not permitted on any SDTW itinerary. This includes firearms, knives, mace or pepper spray, and weapons of any other type.

19. CONTRACTED ACCOMMODATIONS

Hotels are listed as in your itinerary, but SDTW reserves the right to substitute alternative accommodations if necessary. SDTW will use its best efforts to secure comparable

accommodations. No refunds are provided for hotel changes. If you wish to cancel your reservation because of a hotel change, full cancellation fees apply.

Air-conditioning in hotels is not guaranteed, and its availability depends on local and national laws/regulations. Though hotels may have air-conditioning as a listed amenity, its usage is often unavailable at night or in the off-season. SDTW has no control over air-conditioning at hotels.

SDTW does not secure early check-in (unless specifically noted in an itinerary). Check-in times vary worldwide and are solely at the discretion of the hotel. At your discretion, you may inquire about early check-in when you arrive and pay the hotel directly for this service.

Single and Double Occupancy varies by tour. If a traveler chooses double occupancy and is traveling with a companion, they must specify both names in their booking. SDTW will not be responsible for matching roommates. If there are solo travelers looking for double occupancy SDTW will arrange to share your contact details with each other, after receiving permission to do so, and it will be up to those travelers to decide to inform SDTW their booking will be together. SDTW will not be responsible for any changes made to room arrangements once the tour has started. You will be responsible for any additional costs associated with a room change and we cannot guarantee availability at the properties.

It may not be possible to earn loyalty points for hotel reservations on your itinerary. Hotel rewards/points cannot be redeemed with hotels used by SDTW.

20. LIMITATION ON LIABILITY

The international carriage of passengers is subject to international conventions and treaties, where applicable. These international agreements limit and, in some events, exclude the carrier's liability to passengers (trip participants). To the extent permitted by any relevant local law, where any claim or part of a claim (including those involving death or personal injury) concerns or involves any travel arrangements (including the process of getting on or off the transport concerned) provided by any air, sea, inland waterways, rail or road carrier, or any stay in a hotel, our maximum liability is the maximum that would be payable by the carrier or the hotel keeper concerned under the applicable international convention, treaty, or regulation applicable to the travel arrangements or hotel stay (e.g., the Warsaw Convention, the Montréal Convention for international travel by air, the EU Regulation on Air Carrier Liability for air carriers with an operating license granted by an EU country, the Athens Convention for international travel by sea) in that situation.

The trip participant agrees that SDTW shall not be liable for any damage, loss (including personal injury, death, and property loss), or expense occasioned by any act or omission of any Supplier providing services, or any other person.

Air carriers, accommodations, and other Suppliers providing services are independent third-party contractors and are not agents, employees, servants, or joint ventures of SDTW or its affiliates.

From time-to-time, and for the purpose of identifying those Suppliers as the provider of a component or part of a cruise, package or tour, some Suppliers may utilize SDTW's name on promotional media, signage, or attire. Although you may see SDTW name on vehicles, signs, apparel, or elsewhere during your cruise, tour, or excursion, its use by Suppliers is solely for the purpose of identification and does not represent or signify in any way ownership, management, supervision, direction, or control, or the right to direct or control by SDTW of services that are provided by the Suppliers, or of the employees, servants, or agents of the Suppliers.

All certificates and other Trip Documents for services issued by SDTW are subject to the Terms & Conditions specified by any of our Suppliers, which are available upon request, and to the laws of the countries in which the services are supplied.

21. TRAVEL INSURANCE

SDTW OFFERS ACCESS TO TRAVEL INSURANCE TO PROTECT PASSENGERS AND THEIR INVESTMENT IN TRAVEL. UNLESS SPECIFICALLY NOTED, TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF CLIENT'S ITINERARY TO PROTECT AGAINST THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, MISSED CONNECTION FOR CRUISES, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES. Without appropriate travel insurance, Client understands and agrees that if Client cancels or interrupts Client's travel for any reason, portions of the trip/tour may not be refunded and SDTW' and travel Suppliers' cancellation penalties will apply resulting in the loss of monies up to the full cost of Client's travel booking and related costs. Proof of travel insurance coverage for emergency medical, medieval and repatriation of remains in an amount not less than \$200,000 in coverage is required in order to purchase any other product or service offered by SDTW. If you decline to purchase through SDTW, you will be required to provide proof of coverage. SDTW is not a licensed insurance broker, and its advisors are not qualified or authorized to answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. An additional charge applies for any travel insurance selected. SDTW CANNOT GUARANTEE THAT ANY INSURANCE PROVIDER WILL APPROVE COVERAGE FOR A CLAIM MADE UNDER THE INSURER'S POLICY AND MAKES NO REPRESENTATIONS ABOUT THE EXTENT OF COVERAGE FOR ANY POLICY IT MAY OFFER OR QUOTE.

22. RESERVATION OF RIGHTS: CHANGES TO THESE TERMS

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms will be provided to Clients, will be posted on our website and are effective immediately on posting.

23. DISPUTE RESOLUTION

Any dispute between the trip participant and SDTW, directly or indirectly relating to the Terms and/or to the trip undertaken, shall be first submitted to mediation in Massachusetts, United States, before a mediator mutually agreed to by the parties.

Massachusetts law governs this contract and all proceedings arising out of or related to this agreement. Any action arising out of or related to these Terms and Conditions or the travel reserved or undertaken hereunder, shall be brought only in the courts of the Commonwealth of Massachusetts, United States. All trip participants agree that Massachusetts shall be the sole and exclusive venue for any such action and hereby consent to the jurisdiction of the Bristol County courts for such action.

Any claim against SDTW must be brought within 12 months after the date of the completion of the trip and not later. Neither the parties nor any affiliate of SDTW shall in any case be liable for damages other than compensatory damages, and the parties hereby waive any right to claim punitive or exemplary damages. The parties further agree that claims may be brought by parties only in their individual capacities and not as plaintiffs or class members in any class action, proposed or purported class action, or other representative action, regardless of the type of proceeding. The parties expressly agree to waive and forego any and all rights to bring any such class actions, purported or proposed class actions, or representative actions.

24. GENERAL

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, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.

These Terms and Conditions (and any other terms and conditions referenced in these Terms) constitute the entire agreement between the Client and SDTW with respect to travel bookings made with SDTW by any means, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Client and SDTW with respect to communications with SDTW. A printed version of this agreement and of 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.

