

Terms and Conditions

These Terms and Conditions (“Conditions”) apply to all Services provided by Boundless Getaways Travel LLC. Please read these Conditions carefully. These Conditions constitute a legally binding agreement made between you and us, concerning your access to and use of our services. You agree that by using our Services (as defined below), you have read, understood, and agreed to be bound by all of these Conditions. If you do not agree with any or all of these Conditions, then you are expressly prohibited from using the Services, and you must discontinue use immediately. Supplemental terms and conditions or documents that may be posted on our website or communicated by us from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Conditions from time to time. We will alert you about any changes by updating the ‘Last updated’ date of these Conditions, and you waive any right to receive specific notice of each such change. It is your responsibility to review these Conditions periodically to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Conditions by your continued use of the services after the date such revised Conditions are posted.

1. Acceptance of these Conditions

1.1. Any instructions or requests for information received by Boundless Getaways Travel LLC from you (“Customer”) for the supply of travel and travel-related services and related information, including but not limited to travel locations, cruise or flight times, dates and prices, accommodations, transportation, insurance, currency, and schedules (“Services”), shall constitute acknowledgment by the Customer that they have received, understood, and agree to these Conditions and will be bound by them. Any instructions received by

Boundless Getaways Travel LLC for the supply of Services shall also constitute authorization for Boundless Getaways Travel LLC to act on behalf of the Customer in accordance with these Conditions.

1.2. The Customer's attention is drawn to specific clauses below which exclude or limit Boundless Getaway's Travel LLC liability and limit the time for bringing claims against Boundless Getaway's Travel LLC, **specifically clauses 13, 14, and 15.**

1.3. Nothing in these Conditions is intended to have the effect of contracting out of any applicable provisions of U.S. federal or state laws, except to the extent permitted by those laws where applicable. If any legislation is compulsorily applicable to any Services, these Conditions shall, as regards such Services, be read as subject to such legislation, and nothing in these Conditions shall be construed as a surrender by Boundless Getaways Travel of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation. If any part of these Conditions is inconsistent with such legislation to any extent, such part shall be overridden to that extent and no further.

2. Agency and Travel Information

2.1. Boundless Getaways Travel LLC operates solely as a broker and agent for purposes of the Services. The Customer explicitly authorizes Boundless Getaways Travel LLC to enter into any necessary or desirable contracts on the Customer's behalf to fulfill their instructions and provide the Services. As a broker, Boundless Getaways Travel LLC does not engage in any direct contractual relationship with the Customer for the provision of services beyond its agency role. Instead, it facilitates the procurement of services by establishing contracts between the Customer and third-party service providers. This creates a direct contractual relationship between the Customer and the third parties, with Boundless Getaways Travel LLC acting solely as an intermediary. Boundless Getaways Travel LLC is not responsible for the acts, omissions, or quality of services provided by these third parties, nor does it offer

any warranties or representations regarding their standards or accuracy of information. By making a deposit or final payment for a reservation, the Customer agrees to the terms and conditions of the relevant third-party providers and is encouraged to review these terms carefully.

2.2. All bookings are made on the Customer's behalf, subject to the terms, conditions, and limitations of liability imposed by the third-party service providers. The Customer acknowledges that, except as expressly permitted under these Conditions, all claims must be made against the relevant third-party service providers whose own terms and conditions apply to the Services. Boundless Getaways Travel LLC can provide you with copies of the relevant third-party service provider terms and conditions upon request.

2.3. The information supplied by Boundless Getaways Travel LLC regarding the Services is supplied by third-party service providers. Boundless Getaways Travel LLC accepts no responsibility for information supplied to it by such third parties. We recommend that you confirm all information contained on or linked from the information we provide to the Customer with the third-party service provider.

2.4. Information about COVID-19 restrictions is provided as a courtesy to assist you in navigating the COVID-19-related travel requirements. It is ultimately the traveler's responsibility to verify the requirements before travel and ensure that they (you) meet the requirements for your trip. Boundless Getaways Travel LLC will guide you, but cannot be held responsible for any impact on your travel plans as a result of failure to meet the COVID-19-related travel requirements for your trip. Please visit the appropriate official government websites for the most up-to-date information.

3. Prices

3.1. Unless otherwise stated by Boundless Getaways Travel LLC, the price for any travel booking is not guaranteed. All prices quoted are subject to availability and can be withdrawn or varied without notice. Price changes may occur because the third-party service providers who supply information to us may change the prices at any time, and because of matters outside our control, which increase the cost of the product or service. Such factors include adverse currency fluctuations, fuel surcharges, taxes, and fare increases. Please contact Boundless Getaways Travel LLC at any time for up-to-date prices.

3.2. All amounts quoted are payable in the currency in which they were quoted. Foreign exchange fees, if applied to a charge, are beyond Boundless Getaways' Travel LLC's control and imposed by your credit card company. Please be aware that translating the amount quoted into your home currency will always be approximate until charged.

3.3. Other than Boundless Getaways' LLC Travel fees, all other monies received by us from the Customer in respect of the Services are received by us as an agent for the third-party service provider. If, for any reason, a third-party service provider is unable to provide the services for which you have contracted, your remedy lies against that third-party service provider, and not against Boundless Getaways Travel LLC. In the event we receive payment by credit card, you agree that you will not seek to chargeback or recover your payment or any other losses from us.

3.4. All air-only prices are subject to increase and are not guaranteed until full payment has been received. The entire booking must be paid in full to protect the air-only price on the booking.

3.5. If final payments are not received by Boundless Getaways Travel LLC by the balance due date indicated to you by your Boundless Getaways Travel LLC consultant, your reservation is subject to cancellation.

4. Passports, Visas, and Travel Documentation and Standards

4.1. ****General Requirements:**

– All travelers must have a valid passport and/or visa for international travel, and many countries require at least 6 months of validity from the date of return. Some countries require a machine-readable passport. The Customer agrees to ensure that all travelers' passports and visas are in order. The Customer agrees that all information, including personal information, which the Customer has provided, can be provided to authorities and other agencies responsible for immigration and aviation-related security measures. Please make sure that the spelling of all names provided to Boundless Getaways Travel LLC regarding the Services is as they appear on your passport. Note: Name changes, if permitted, may be subject to penalties assessed by the travel supplier.

– When assisting with an international travel booking, Boundless Getaways Travel LLC will assume that all travelers covered by the Services have a valid passport and/or a valid visa and other required travel documentation, as required. If this is not the case, the Customer must inform Boundless Getaways Travel LLC promptly.

– Passport, Visa, and Health requirements are the responsibility of the Customer and all individual travelers. Valid passports are required for all travelers. To re-enter the U.S., you must have a valid passport; you may also need to show a valid Permanent Resident Card, Visa, or Work Permit. Immigration authorities in the U.S. and abroad have the sole discretion to deny entry even when the relevant travel documentation is provided, and their requirements are subject to change. For domestic travel within the U.S., travelers must possess government-issued photo identification, including an Enhanced Driver's License in lieu of a Passport for domestic travel. Boundless Getaways Travel LLC will assist in providing information based on the information supplied by the Customer. This information, as well as other related information supplied by Boundless Getaways Travel LLC, is

provided in good faith but should be treated as a guideline only. The final responsibility for ensuring documentation is correct is that of the Customer and the individual travelers.

– Boundless Getaways Travel LLC has no responsibility for the accuracy of the above information. Boundless Getaways Travel LLC is not responsible for any claims that may be made due to inaccurate or inadequate information regarding the above. Any fines, penalties, payments, or expenditures incurred as a result of such travel documents not meeting the requirements of those authorities will be the Customer's sole responsibility.

– The Customer acknowledges and agrees that all travelers are liable for any customs duties or other charges levied by government authorities against the travelers in relation to any travel arrangements and that no claims can be made against Boundless Getaways Travel LLC concerning such duties and charges.

– Verification of travel documentation requirements must be done by the Customer and each individual traveler as travel dates approach. Failure to provide the required travel documents may result in being denied travel privileges by the carrier or relevant authorities, without further recourse or the possibility of any refund. We recommend that you inquire with the Consular Affairs Bureau for U.S. travelers or review online the Essential Information for U.S. Travelers Guide at [travel.state.gov](<https://travel.state.gov/content/travel/en.html>) to satisfy each individual traveler's personal travel requirements. Some countries also require travelers to be issued a special international driver's permit and/or international proof of insurance. We further recommend that U.S. citizens consult the U.S. Department of State website well in advance of your departure date. If you are not a citizen of the United States, you are responsible for obtaining the latest up-to-date information on immigration and entry requirements for the destinations you will be visiting from your nearest Embassy or Consulate.

– In respect of cruise travel, if you have not received a package from the cruise line regarding immigration, visas, and inoculations at least 30 days before sailing, please contact your Boundless Getaways Travel LLC consultant.

5. Travel Insurance

Boundless Getaways Travel LLC strongly recommends that travelers take out appropriate travel insurance to cover their travel arrangements, including adequate coverage for medical expenses, personal accidents, loss of baggage, and curtailment or trip cancellation. Travel insurance is also strongly recommended for all overseas travel. It is the Customer's responsibility to ensure travelers have adequate travel insurance for their journey. We have made buying Travel Insurance very easy, and we strongly encourage you to purchase travel insurance and protect yourself before you go by inquiring further with your Boundless Getaways Travel LLC consultant.

6. Health and Vaccinations

The Customer must ensure that travelers are aware of any health requirements and recommended precautions relevant to their travel and ensure that they carry all necessary vaccination documentation. In some cases, international health certificates are also required, and failure to present required vaccination and health documentation may deny travelers entry into a country. Boundless Getaways Travel LLC recommends that travelers consult with their local doctor, travel medical center, or specialist vaccination clinic before commencing travel. General health advice for the destination you wish to visit is also available from the U.S. Government at [\[travel.state.gov\]\(https://travel.state.gov/content/travel/en.html\)](https://travel.state.gov). It is also recommended to consult the embassy or consulate of your destination country in the U.S. for up-to-date information on entry and exit requirements before traveling abroad.

7. Amendment and Cancellation Fees

Cancellations or amendments to bookings may result in additional charges. These charges can vary and, depending on the specific travel package, dates of travel, and the timing of the cancellation, may be as high as 100% of the total cost of the booking. The exact cancellation fees that apply to your booking will be clearly detailed in the invoice provided to you at the time of confirmation. Additionally, fees or extra charges may be imposed when a booking is amended, such as when travel dates are changed, or when tickets and travel documents need to be re-issued. In the event that Boundless Getaways Travel LLC incurs any liability for supplier-imposed cancellation fees or other charges resulting from any booking changes or cancellations made by the Customer, the Customer agrees to fully indemnify and reimburse Boundless Getaways Travel LLC for these fees or charges.

8. Taxes and Other Charges

Each cruise line or supplier reserves the right to collect any increase in taxes/port charges in effect at the time of sailing/travel, even if the fare has already been paid in full. If this occurs, Boundless Getaways Travel LLC is responsible for collecting any increases on the cruise line/supplier's behalf. The cruise lines also reserve the right to change an itinerary/port when they feel it necessary to do so. There may also be a local tax or surcharge charged at some airports that is payable by the traveler.

9. Flight Schedules Changes for Cruise

Boundless Getaways Travel LLC does not choose and has no control over air flights, times, seat selection, or carriers that are part of all-inclusive air/sea packages. Boundless Getaways Travel LLC does not have control over whether a flight is non-stop, has connecting flights, or requires an overnight stay. Flight schedules are determined solely by

the respective cruise line with which you are sailing. If you have certain requirements that must be met concerning your flights, we recommend you speak to your Boundless Getaways Travel LLC consultant about an “air deviation request,” which would involve a non-refundable extra charge by the cruise line, or book a “cruise-only” package and make separate air arrangements.

10. Boundless Getaways Travel LLC Fees, Payment, and Expenses

10.1. Unless otherwise agreed in writing, Boundless Getaways Travel LLC fees are included in the prices quoted to the Customer and will be set out in invoices or receipts provided to the Customer. In the event Boundless Getaways Travel LLC agrees to grant credit to a Customer, any amounts payable under any agreement between Boundless Getaways Travel LLC and the Customer fall due and are payable within seven days of the date of Boundless Getaways Travel LLC's invoice.

10.2. Please note that additional airport, hotel, car rental fees, and government taxes (other than sales tax) may not be included in your purchase. These are frequently collected at the destination. Seat selection on flights may also incur additional fees.

10.3. All airfares and tour/cruise operator rates are subject to change without notice if full payment for the booking has not been received. Boundless Getaways Travel LLC does not warrant that prices will not change until the booking is paid in full, and an increase must be borne and paid for upon demand by the Customer.

10.4. All amenities and or credits offered by Boundless Getaways Travel LLC shall only be applicable if travel is fully completed on arrangements where they were offered. Voluntary cancellation by the guest or cancellation/suspension by a travel supplier will constitute a forfeiture of all amenities and or credits offered.

11. Force Majeure

11.1. Except as expressly provided otherwise in these Conditions, dates and times by which Boundless Getaways Travel LLC is required to render performance under these Conditions shall be postponed automatically to the extent and for the period that Boundless Getaways Travel LLC is prevented from meeting them by causes beyond its reasonable control. Such causes include, but are not limited to:

- Any condition beyond Boundless Getaways Travel LLC’s reasonable control (including, but not limited to, meteorological conditions, acts of God, riots, civil commotion, embargoes, wars, hostilities, terrorist threats, disturbances, or unsettled international conditions), actual, threatened or reported, or because of any delay, demand, circumstances, or requirement due, directly or indirectly, to such conditions; or

- Any failure by any third-party service provider to provide services; or

- Any strike, work stoppage, slowdown, lockout, or any other industrial-related dispute; or

- Any government regulation, demand, or requirement; or

- Any shortage of labor, fuel, or facilities of Boundless Getaways Travel LLC or others; or

- Any fact not reasonably foreseen, anticipated, or predicted, herein collectively referred to as “Force Majeure.”

12. Liability and Limitations

12.1. The Customer acknowledges and agrees that Boundless Getaways Travel LLC is not liable in contract, tort, or otherwise, for any injury, damage, loss, delay, or events caused by a Force Majeure, or any additional expense or inconvenience caused by the errors, omissions, or default of third-party service providers.

12.2. The Customer's legal recourse in respect of any injury, damage, loss, delay, additional expense, or inconvenience is against the specific third-party service provider only, except to the extent a loss has been solely caused by the gross negligence of Boundless Getaways Travel LLC. If, for any reason, any third-party service provider is unable to provide the services for which the Customer contracted, the Customer agrees to make claims only against the third-party service provider and further agrees not to make any claim against Boundless Getaways Travel LLC, unless the Customer's claim arises solely because of Boundless Getaways Travel LLC's gross negligence.

12.3. Boundless Getaways Travel LLC's liability may also be limited to the extent that any other relevant law or convention limits the traveler's compensation, which can be claimed for death, injury, or delay to passengers, and loss, damage, and delay to luggage, for example, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail, and the Paris Convention in respect of the provision of accommodation.

12.4. Boundless Getaways Travel LLC shall not, in any circumstances whatsoever, be liable for indirect or consequential losses such as (but not limited to) loss of profit, loss of market, or the consequences of delay or deviation, however caused, whether Boundless Getaways Travel LLC had knowledge that such losses might be incurred.

12.5. Except as otherwise required under applicable laws, the liability of Boundless Getaways Travel LLC for breach of any guarantees or warranties under these Conditions, or however arising, is limited to any of the following as determined by Boundless Getaways Travel LLC:

- The supplying of the Services again, or

- The payment of the cost of having the Services supplied again.

12.6. Except as expressly provided in these Conditions or required by applicable laws, we make no representations or warranties of any kind with respect to the products or services supplied through Boundless Getaways Travel LLC. To the maximum extent permitted by law, we disclaim all implied representations and warranties, including, without limitation, implied warranties that the products and services offered through Boundless Getaways Travel LLC will be of merchantable quality, fit for any purpose, or will comply with any descriptions or samples provided to the Customer. To the maximum extent permitted by law, the Customer agrees to release Boundless Getaways Travel LLC and its shareholders, directors, officers, and employees from all liability, costs, damages, claims, and expenses (including direct, indirect, special, and consequential loss or damage whether in negligence or otherwise) arising out of the supply or failure to supply or use or non-use of our Services or the third-party service providers' products or services.

12.7. The travel products and services offered and promoted through Boundless Getaways Travel LLC are products and services of third-party service providers. Our role is solely to facilitate Customers' travel arrangements as an agent of each Customer. Your legal relationship with respect to the third-party products and services is with the third-party service provider.

13. Time Limitation

13.1. Subject to applicable laws, any claim by the Customer against Boundless Getaways Travel LLC arising in respect of any Services provided for the Customer, or which Boundless Getaways Travel LLC has undertaken to provide, shall be made in writing and notified to Boundless Getaways Travel LLC within 28 (twenty-eight) days of the date upon which the Customer became, or ought reasonably to have become, aware of any event or occurrence alleged to give rise to such claim, and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred.

13.2. Notwithstanding the provisions of Clause 13.1, but subject to applicable laws, Boundless Getaways Travel LLC shall, in any event, be discharged of all liability whatsoever and howsoever arising in respect of any service provided for the Customer, or which Boundless Getaways Travel LLC has undertaken to provide unless suit be brought and written notice thereof given to Boundless Getaways Travel LLC within three (3) months of the provision of the Services or when the Services should have been provided.

14. Privacy Policy

By providing personal information to Boundless Getaways Travel LLC, the Customer consents to Boundless Getaways Travel LLC collecting, using, and disclosing the Customer's and all travelers' personal information. The Customer agrees that in certain circumstances (such as where the Customer requests Boundless Getaways Travel LLC to book travel), Boundless Getaways Travel LLC is permitted to transfer personal information to third-party service providers and for international travel to overseas recipients. Such recipients may include travel service provider(s) (e.g., airlines, transportation providers, accommodation, and tour providers) with whom the Customer seeks to make a booking and government authorities and other agencies responsible for the related security or other relevant measures. Travel service providers will, in most cases, receive personal

information in the country in which they will provide the services or in which their business is based. Boundless Getaways Travel LLC may

also send personal information to Boundless Getaways Travel LLC's overseas related entities and to service providers who perform services for Boundless Getaways Travel LLC outside of the U.S. Generally, Boundless Getaways Travel LLC will only send personal information to these recipients regarding the facilitation of a travel booking and/or to enable the performance of administrative and technical services by them on the Customer's behalf. Where Boundless Getaways Travel LLC transfers personal information to a travel recipient, the Customer agrees that Boundless Getaways Travel LLC will not be required to ensure the recipient's compliance with U.S. or foreign privacy laws or otherwise be accountable for how the recipient handles the personal information.

15. Changes to these Terms and Conditions

Boundless Getaways Travel LLC has the authority and the right to, at any time it sees fit to change or modify all or any part of these Conditions.

16. Jurisdiction and Law

These Conditions shall be governed and construed according to the laws of the State of Texas and the federal laws of the United States applicable therein. Any dispute, controversy, or claim arising out of, relating to, or regarding these Conditions or the Services, including any question regarding the existence, validity, or termination of these Conditions, shall be referred to the exclusive jurisdiction of the Courts of the State of Texas and any Courts competent to hear appeals therefrom.

17. Vendor Closure or Bankruptcy

Boundless Getaways Travel LLC, located at Fort Worth TX 76177, acts solely as a travel agent and broker for third-party service providers. Boundless Getaways Travel LLC is not responsible for the failure, closure, or bankruptcy of any third-party service provider. If a third-party service provider is unable to fulfill their obligations due to closure, bankruptcy, or any other reason, any remedy lies solely with the third-party service provider. Boundless Getaways Travel LLC will assist in attempting to recover any funds or rebook services with another provider, but Boundless Getaways Travel LLC cannot guarantee the recovery of funds or replacement services. Customers are strongly encouraged to consider travel insurance to protect against such events.

Please read and understand these Conditions before engaging in any travel-related activities with Boundless Getaways Travel LLC.

18. Miscellaneous

These Conditions and any policies or operating rules posted by us on our website or in respect to our Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Conditions shall not operate as a waiver of such right or provision. These Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Conditions and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Conditions or use of our Services. You agree that these Conditions will not be

construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Conditions and the lack of execution by the parties hereto of these Conditions.

19. Binding Effect

These Conditions constitute a legally binding agreement between you and us, governing your use of our Services. Your use of the Services is subject to compliance with these Conditions, as well as our Privacy Policy and any other guidelines or policies referenced herein. Please review these Conditions carefully to ensure your understanding of your obligations, rights, and responsibilities when using the Services. Your access to and use of our Services imply your acceptance of these Conditions. If you have any concerns or disagreements with any part of these Terms, please do not proceed with using our Services.

20. Contact Us

If you have any questions about these Conditions or our Services, please contact us through the "Contact Us" page on our website, or via email at kim.boundlessgetawaystravel@gmail.com