

TRAVEL ADVISOR AGREEMENT

Gnomad Travel, LLC

This Agreement is between Gnomad Travel, LLC (“Company”) and (“Client”) (collectively the “Parties,” or in the singular “Party”), for the purpose of Client hiring Company to provide the travel advisor services outlined below. This Agreement shall become effective upon the date of both Parties’ signatures.

1. Company Contact Information

This section defines Company Contact Information for the purposes of this Agreement, and shall be referred to as Company Contact throughout this Agreement.

Mobile Number: +1 (843) 798-3823 or +1 (352) 234-7007

Email Address: info@gnomadtravel.com

2. Client Contact Information

Client Contact Information, including Emergency Contacts, are provided in the Client Intake Form and attached to this Agreement as an Addendum.

3. Communication

Company’s office hours are: 09:00am EST to 04:00pm EST, Monday through Friday excluding National and Federal Holidays. Company’s primary source(s) of communication is provided in Company Contact. Company will respond to Client’s emails within these office hours, and no more than [five (5) business days] after Client contacts Company. In the event a breakdown of communication occurs, Company will first Notify Client that Company requires a response from Client within [24 hours], and, if no response is received, Company shall not be liable for any delays, missed opportunities, or changes in pricing, availability, or travel arrangements resulting from the lack of Client’s response and Company reserves the right to terminate this Agreement without any refund and/or credit.

4. Scope of Services

Client understands and agrees that Company acts solely as a booking agent for disclosed principal suppliers (e.g. travel service providers), including, but not necessarily limited to, tour operators, cruise lines, hotels, airlines, air charters, bus companies, ground transportation companies, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and other travel-related services (“Supplier(s)”), and that Company is not the source or provider of the travel-related services.

Client warrants that they are at least eighteen (18) years of age and possess the legal capacity and authority to enter into this Agreement and to make travel bookings with Company. Client agrees to be financially responsible for all of the travel bookings made by Company on behalf of Client and any member of Client’s traveling party, and warrants that all information supplied by Client

to Company on behalf of themselves, members of their household, members of their traveling party, or others for whom Client is authorized to transact business with Company is true and accurate.

The following travel advisor services shall be provided to Client by Company, as necessary (“Package”):

- Travel proposal(s) and/or quotes
- Flight reservations
- Accommodations bookings
- Transportation (i.e. car rental/transfers/tours)
- Electronic and PDF itinerary creation (“Itinerary”), including, but not necessarily limited to:
 - Restaurant suggestions (reservation booking/confirmation is available upon request)
 - Application access via phone
 - Booking confirmation uploads
 - Tour and activities bookings
 - Receipts of travel costs

5. Travel Advisor Fees

“Planning Fee”

Client shall reserve Company’s services by signing this Agreement and paying Company a non-refundable planning fee equal to [\$250.00 per Party] (“Planning Fee”), in full. Client understands and agrees that they will not receive any travel advisor services from Company, including travel proposal(s) and/or quotes, until this Agreement is signed and the Planning Fee is received. The Planning Fee is for securing travel advisor services from Company, and Client understands and agrees that no portion of the Planning Fee goes toward any accommodations, flights, transportation, dining, or other tour or activities costs (which are based on Supplier requirements and will be communicated via quote to Client).

“Planning Impact Fee”

Should Client elect to modify or deviate from the confirmed itinerary, Company reserves the right to charge a planning impact fee starting at \$150.00 (“Planning Impact Fee”) per party. Fee is strictly for research and logistics required to adjust Client’s travel, and must be paid in full before Company processes any alternative bookings.

Client is required to pay all Suppliers via credit card authorization through Company. Company does not require any additional commission or compensation to be paid to it by Client beyond the Planning Fee, but Client understands and agrees that Company may receive commissions from Suppliers on travel-related services booked by Client.

The Planning Fee set forth in this Agreement is based on Company’s current pricing at the time this Agreement is executed. Company’s Planning Fee and/or Planning Impact Fee is adjusted

periodically, and the pricing within this Agreement is only guaranteed at the time of signing. All future agreements between Client and Company will be charged at Company's prices in effect at the time.

6. Credit Card Authorization & Chargebacks

Client understands and agrees to maintain a valid credit card, with an available balance of the entire booking price plus twenty (20) percent and an expiration date extending at least six (6) months beyond final travel date, on file with Company by submitting a credit card authorization form to Company. Client agrees to allow Company to use Client's credit card to: (1) purchase travel-related products, services, and offerings from its Suppliers on Client's behalf, including any fees, duties, taxes, and assessments arising out of Client's travel bookings through Company; (2) charge any rescheduling or cancellation fees by Company or Supplier(s) as outlined in Section 4; and (3) charge any post-purchase price increases as outlined in Section 8.

EXCEPT IN CASES OF FRAUD, CLIENT AGREES NOT TO DISPUTE CHARGES WITH CLIENT'S BANK(S) OR CREDIT CARD COMPANY(IES) IN ORDER TO AVOID OR OVERRIDE THE BOOKING TERMS AND CONDITIONS OF COMPANY OR ANY OF ITS SUPPLIER(S), INCLUDING THOSE RELATED TO CANCELLATIONS AND RESCHEDULINGS, ITINERARY CHANGES, OTHER ARRANGEMENTS, OR FOR OTHER CIRCUMSTANCES BEYOND THE CONTROL OF COMPANY OR ITS SUPPLIER(S). IF CLIENT INITIATES A CHARGEBACK, REVERSAL, OR RECOLLECTION OF A PREVIOUSLY AUTHORIZED PAYMENT, COMPANY RESERVES THE RIGHT TO DISPUTE THE CHARGEBACK, REVERSAL, OR RECOLLECTION AND TO RECOVER ANY AND ALL ADDITIONAL COSTS, FEES, OR EXPENSES RESULTING FROM THAT ACTION, INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES.

All payments for travel are due prior to departure according to each Supplier's terms and conditions. Client understands that failure to make final payment, or any violation of a Supplier's terms and conditions, may result in: cancellation of Client's reservation(s); Client being denied access to flights, tours, hotels, cruises, or other travel-related services; or Client forfeiting any monies already paid for Client's travel-related reservations.

7. Cancellations & Reschedulings

All cancellation and rescheduling requests must be sent to Company in writing, pursuant to the Notice provision in Section 34. In the event of a cancellation or rescheduling of any portion of a confirmed Itinerary, Client understands and agrees that they will be subject to the cancellation and rescheduling penalties and fees imposed by Company and its Supplier(s).

Company's cancellation fee is [\$250.00] per Client per cancellation, and Company's rescheduling fee is [\$500.00] per Client per reschedule. Client understands and agrees that each Supplier will have their own cancellation and rescheduling fees, and that some Suppliers have a NO REFUND policy once a booking is made and under deposit.

All cancellation and rescheduling fees will be charged to Client via credit card authorization or will be deducted from Suppliers' refunds, if applicable.

8. Products & Suppliers

Company sells a variety of travel-related products, services, and offerings from different third-party Suppliers. Each Supplier has its own terms and conditions that are applicable to Client's particular arrangements, and Client understands and agrees that it is their responsibility to read through, acknowledge, accept, and abide by such terms. Company acts only as an agent for Client in all matters related to tours, activities, cruises, hotels, meals, and other travel-related services, including all transportation, whether by air, motor coach, rail, car, boat, or by any other means. Client understands that Company neither owns nor operates such third-party Suppliers. Client understands and agrees that they will enter into separate contracts with each Supplier in connection with different travel-related products, services, and offerings arranged by Company.

Client understands and agrees that it is Client's responsibility to review each Supplier's terms and conditions to understand their rights to substitute hotels, alter itineraries, withdraw tours or activities, and/or make adjustments due to unforeseen circumstances.

9. Booking & Reservations Vouchers

When purchasing travel-related products, services, and offerings through Company, Client understands and agrees that Company will be making an offer to Client to purchase a Package. Once Client signs this Agreement, along with payment of the Company's Planning Fee in full, Client understands and agrees that they are entering an agreement for all costs related to Itinerary creation in its entirety.

The terms of Client's Package (such as price, availability, and/or dates of travel) are not guaranteed until a contract is formed between Client and the Supplier and a ticket and/or a reservation voucher has been confirmed and issued by Supplier (*or*, depending on the situation, until contracts are formed between Client and multiple Suppliers and tickets and/or reservation vouchers have been confirmed and issued by those Suppliers). Once confirmed by the Supplier, a ticket and/or reservation voucher will be issued and will be delivered to Client by Company through email and/or Itinerary. The contract between Client and Supplier will relate only to those items confirmed by email and/or Itinerary with ticket and/or reservation numbers. Company is not required to provide an itemized breakdown of pricing within the Itinerary, but Company will retain receipts for Client's records. All reservations listed within the Itinerary will be fulfilled on the delivery date set out in a ticket/reservation voucher, unless otherwise explicitly stated in Itinerary.

Company is not liable or responsible for any travel-related arrangements made independently of Company, regardless of whether Company is notified of such arrangements or not. Company assumes no responsibility for costs or fees Client incurs for independent travel-related arrangements not booked through Company, including, but not limited to, airline, hotel accommodations, transportation, tours/activities/excursions, and charges related to travel protection.

10. Itinerary Prices and Fees

Prices quoted by Company within Itinerary are subject to the following conditions:

- Prices quoted are in United States Dollars (USD), unless unavailable from a Supplier or otherwise indicated.
- Prices quoted include taxes and fees, as and where applicable. However, the final price is subject to change without notice until full payment is received.
- Airline rules and fees for cancellations, changes, and rebooking are subject to the individual terms and conditions imposed by each airline carrier.
- Hotel accommodations are based on Run of House (ROH) double occupancy, unless otherwise indicated.
- All airline tickets are subject to supplemental price increases that may be imposed after the date of purchase. Post-purchase price increases may be applied due to additional costs imposed by Supplier(s) or government(s).
- Airlines may charge seat assignment fees, which are not the responsibility of Company. All seat selection costs are Client's responsibility.
- A Supplier may charge a conversion rate fee on the final purchase price. All conversion rate fees are Client's responsibility.
- Additional checked or carry-on luggage fees are not included in the airfare price quoted in the Itinerary, and are subject to the conditions set forth in Section 11.4.

11. Post-Purchase Price Increases

Client may be charged additional sums by Company to offset such things including, but not necessarily limited to, increased fees, fuel surcharges, taxes, fluctuations in foreign exchange markets, or any combination thereof. Client understands and agrees to any such post-purchase price increases charged by Company, and authorizes Company to charge Client's authorized credit card on file for such additional amounts. Company shall give Notice to Client of any post-purchase price increases at least three (3) business days before charging Client's authorized credit card on file. Failure by Client to acknowledge or respond to such notice(s) does not absolve Client from responsibility to pay any additional sums assessed.

12. Authorization to Use, and Warranty of, Personal Information

BY SIGNING THIS AGREEMENT AND REQUESTING TRAVEL ADVISOR SERVICES FROM COMPANY, CLIENT AUTHORIZES COMPANY TO OBTAIN CLIENT'S PERSONAL, PRIVATE, AND PERSONALLY-IDENTIFIABLE IDENTIFICATION INFORMATION AND/OR TO PROVIDE CLIENT'S PERSONAL, PRIVATE, AND PERSONALLY IDENTIFIABLE IDENTIFICATION INFORMATION TO THIRD-PARTY SUPPLIERS AS NECESSARY TO BOOK TRAVEL-RELATED SERVICES REQUESTED BY CLIENT. CLIENT UNDERSTANDS AND AGREES THAT OBTAINING AND PROVIDING THIS TYPE OF INFORMATION TO SUPPLIERS IS A NECESSARY AND INTEGRAL PART OF BOOKING CLIENT'S TRAVEL.

COMPANY TAKES GREAT CARE TO BOOK CLIENT'S TRAVEL-RELATED SERVICES WITH REPUTABLE SUPPLIERS. HOWEVER, COMPANY IS NOT LIABLE FOR THE MANNER IN WHICH SUCH THIRD-PARTY SUPPLIERS HANDLE CLIENT'S PERSONAL, PRIVATE, AND/OR PERSONALLY IDENTIFIABLE IDENTIFICATION INFORMATION, OR FOR ANY FAILURE BY SUCH THIRD-PARTIES TO PROTECT CLIENT'S INFORMATION.

CLIENT MUST CONSULT DIRECTLY WITH THIRD-PARTY SUPPLIERS ON THE USE AND RETENTION OF CLIENT INFORMATION, INCLUDING DELETION OF CLIENT INFORMATION.

BY SIGNING THIS AGREEMENT AND REQUESTING TRAVEL ADVISOR SERVICES FROM COMPANY, CLIENT CERTIFIES THAT ALL INFORMATION CLIENT PROVIDES TO COMPANY IS ACCURATE, COMPLETE, AND CURRENT, AND THAT CLIENT IS NOT AND HAS NOT KNOWINGLY PROVIDED COMPANY WITH ANY FALSE INFORMATION.

13. Booking Accuracy & Legal Names

FOR EACH BOOKING ARRANGED BY COMPANY, CLIENT IS REQUIRED TO IMMEDIATELY REVIEW THEIR BOOKING CONFIRMATION AND VERIFY ALL ASPECTS OF THE BOOKING, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: CLIENT FULL NAME, MAILING ADDRESS, EMAIL ADDRESS, TELEPHONE NUMBER(S), ALL TRAVELERS' FULL NAMES AND INFORMATION, DATE(S) OF BIRTH, PRICING, AIRFARE, DEPARTURE/ARRIVAL TIMES AND AIRPORTS, ACCOMMODATIONS, TRANSPORTATION AND ORGANIZED TOURS, ACTIVITIES, AND/OR DINING RESERVATIONS. NOTE THAT IT IS MANDATORY THAT NAMES ON BOOKINGS ARE IDENTICAL TO THOSE ON ALL GOVERNMENT-ISSUED IDENTIFICATION, SUCH AS PASSPORTS AND DRIVERS' LICENSES.

CLIENT SHALL NOTIFY COMPANY IMMEDIATELY IF THEY DISCOVER ANY ERRORS OR OMISSIONS IN A BOOKING, OR IF OTHER REVISIONS ARE NECESSARY. CLIENT VOLUNTARILY ASSUMES FULL AND SOLE RESPONSIBILITY FOR ANY AND ALL RISKS AND/OR COSTS ASSOCIATED WITH THE FAILURE TO REPORT SUCH ERRORS, OMISSIONS, OR NECESSARY REVISIONS TO COMPANY.

14. Airfare

11.1. General Conditions Governing Air Transport

a. Modification of Reservation

Unless otherwise indicated at the time of booking, airline tickets are highly restrictive, non-refundable, and non-transferable. Modification of Client's name, other travelers' names, travel date, travel times, travel routing, or travel departure/arrival times and airports is at the sole

discretion of the airline carrier and, if permitted, will likely result in penalties and/or change fees. CLIENT UNDERSTANDS AND AGREES THAT THEY ARE RESPONSIBLE FOR ANY AND ALL PENALTIES AND/OR CHANGE FEES, AND/OR FOR THE PRICE DIFFERENCE IN AIRFARE, IF APPLICABLE.

b. Unused Airline Tickets

Company acts solely as an intermediary between Client and the airline. When Client is booked on an airline reservation, their authorized credit card on file with Company will be charged for the amount agreed upon. Credit will not be given by Company for any unused airline tickets, nor can they be used towards any future bookings. Client may seek credit for unused airline tickets directly with the airline carrier.

c. Seat Reservations & Assignments

All air travel quoted will be round-trip, unless otherwise requested by Client or determined by Company. Company is unable to specify the type of aircraft used by any airlines or the amenities available on a particular flight.

Unless otherwise requested, Client's quote for air travel includes seats in economy class to be booked by Company. Client is responsible for paying any additional fees associated with upgrading their seat selection beyond basic economy class. Particular seat assignments are subject to the airlines' policies, and Client may not be able to make seat assignments until Client is at the airport on the date of departure. Client is responsible for paying any additional fees associated with seat assignments, if applicable. Client understands and agrees that all airline seat assignments, whether reserved or not, are subject to change by the airline at the time of departure.

d. Client's Travel Numbers

If applicable, Company agrees to add Client's (and other travelers traveling with Client, if applicable) frequent flyer number, Traveler's Identification Number, Known Traveler Number (KTN), Global Entry Number, or other relevant numbers to Client's airline reservation at the time of booking. Client understands and agrees that not all reservations are eligible for mileage accrual. Client further agrees that they are responsible to obtain their own Travelers Identification Number, KTN, or Global Entry Number if they wish to receive TSA pre-check status within the United States and expedited entry into the United States.

e. Layovers

Client understands and agrees that flights booked by Company may not be non-stop and may involve one (1) or more layovers (e.g. the airline makes a stop, but all portions of the flight keep the same flight number). Company is not responsible for any travel delays due to airline layovers. Company does NOT make any guarantees regarding the length of layovers, and Client is solely responsible for ensuring it has adequate time during its layovers for reasons including,

but not limited to, accompanying children, going through customs, meals, and potential flight delays.

f. Airline Delays and Cancellations.

In the event that an airline cancels or delays a flight that has been booked for Client by Company, Client shall contact the airline directly to rebook a flight. Client shall confirm all bookings with the airline at least 72 hours prior to the stated date of departure. Client is responsible for arriving at the airport in a timely manner before a flight. Company recommends Client arrive at the airport at least two (2) hours prior to departure if traveling within the United States, and three (3) hours prior to departure if traveling internationally.

Company will not reimburse Client for unexpected additional travel costs or for missed flights. Company will not provide refunds for delays or cancellations that occur at the discretion of the airline, are due to weather changes, or other causes listed in Section 25 (Force Majeure) below.

IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, CLIENT UNDERSTANDS AND AGREES THAT COMPANY IS NOT LIABLE FOR ANY DAMAGES ARISING FROM, OR RELATED TO, ANY AIRLINE TIMETABLE CHANGES, SEATING REASSIGNMENTS, DELAYS, CANCELLATIONS, MISSED CONNECTIONS, MECHANICAL PROBLEMS, INCLEMENT WEATHER, LOST/DELAYED BAGGAGE, SCREENING AND SECURITY DELAYS, REFUSED BOARDING, ACTS OF GOD, TERRORISM, WARFARE, OR FAILURE TO CHECK-IN PROPERLY OR ON TIME.

11.2. Prohibited Practices

Client agrees that they will not deviate from the airline bookings arranged for them by Company by making any unscheduled stopovers. Client further agrees not to engage in the following prohibited practices:

1. "Hidden-City Ticketing," "skiplagging," or "Point Beyond Ticketing." This prohibited practice occurs when a traveler books a flight with a layover at their actual destination, and then skips the final leg of the journey;
2. "Throwaway Ticketing." This prohibited practice occurs when a traveler purchases round-trip tickets for the purpose of one-way travel only, thereby throwing away the final segment of the ticket; and
3. "Back-to-Back Ticketing." This prohibited practice occurs when a traveler purchases two separate round-trip tickets and uses, for example, only the outbound flight of the first ticket and only the inbound flight of the second ticket for the purpose of circumventing applicable rules (such as advance purchase/minimum stay requirements).

Client agrees that, when a ticket is purchased and used in violation of these rules, Company and any applicable airline carrier(s) have the right, in their sole discretion, to take all actions permitted by law, including, but not limited to, the following:

1. Invalidate the ticket(s);
2. Cancel any remaining portion of the Itinerary;
3. Confiscate any unused Flight Coupons;
4. Refuse to board Client and to carry Client's baggage;
5. Assess Client for the actual value of the ticket, which shall be the difference between the lowest fare applicable to the Itinerary and the fare actually paid;
6. Delete miles in Client's frequent flyer account and/or terminate Client's participation in the frequent flyer program;
7. Prohibit Client from boarding commercial aircraft for travel within, into, or out of the United States; and/or
8. Take legal action against Client.

11.3. Loss of Tickets for Air & Other Modes of Transportation

Client agrees to safeguard their airline tickets or other transportation tickets and vouchers (including, but not limited to, boat, train, bus, helicopter, and any other mode of transportation) and to bear any and all costs related to loss or theft of such tickets.

If Client loses their airline ticket or if their ticket is stolen, Company advises that Client immediately report the airline ticket as lost or stolen to the police, TSA, and to the airline carrier.

11.4. Luggage

Each airline has its own policy regarding luggage. Client understands and agrees that it is their responsibility to check with the airline at least 72 hours in advance of departure to determine whether there are any applicable weight restrictions and/or additional charges relating to checked baggage. Client shall be responsible for paying for any charges regarding checked or overweight baggage, including, but not limited to, golf bags, car seats, equipment, musical instruments, sporting equipment, and oversized luggage. Such charges shall be paid directly to the airline by Client.

Company is not responsible for any damage to, loss of, or theft of luggage by any airline or while Client was traveling any airline. The airline may be liable to Client, or owe compensation to Client, for loss, theft, or damage of Client's baggage. In the event of damage, late forwarding, theft, or loss of luggage, Client shall contact the airline directly and report the baggage issue. Client shall keep the following documents in case of luggage issues: travel ticket; baggage check-in slip; and photographs, if applicable. Company strongly recommends that Client obtain an insurance policy covering the value of Client's personal property items before departure.

11.5. Hazardous Materials

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 (5) 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 radioactive

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>.

11.6. Insecticide Notice

Company recommends that Client refer to the U.S. 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 on the DOT's website and is updated from time to time: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>.

15. Unused Arrangements, Minimum Passenger Requirements, & Alterations to Bookings During Trip

When tour, cruise, or package pices are based on Suppliers' contract rates, Client will not be entitled to any refund for any unused portion of the travel arrangements.

Some group tours or packages are based on a minimum number of travelers in the group; if the group number falls below the minimum required, the Supplier may impose a surcharge or the tour may be cancelled. Any cancellations of a group tour or package for failure to meet the minimum group number will be governed by the Supplier's cancellation policy.

If Client decides to alter any portion of its confirmed arrangements prior to departure or during their trip, Company will attempt to assist as it is able. Certain bookings may not be eligible for alterations. All booking alteration requests must be made in writing to Company, and is subject to Company's Planning Impact Fee.

A Supplier may determine that booking alterations are necessary for any number of reasons, including, but not limited to, severe weather. Any such booking alterations are at the sole discretion of the Supplier, Company has no control of and bears no responsibility for any such alterations.

16. Third-Party Liability

Client understands and agrees that Company's role is that of an advisor, and that Client is solely responsible for final Supplier selections. Client shall relieve and hold Company harmless for any acts, errors, omissions, representations, warranties, breaches, or negligence of any Supplier engaged by Company for Client's travel-related arrangements. All Supplier contracts shall be between Client and Supplier(s).

Company assumes no responsibility for and shall not be liable for any refund, personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity that may be caused by: (1) any defaults, wrongful or negligent acts, or omissions of a Supplier; (2) any defect in or failure of any vehicle, craft, equipment, or instrumentality owned, operated, or otherwise used or provided by a Supplier; or (3) any wrongful or negligent acts or omissions on the part of any other party not under Company's control. Client hereby releases and holds Company harmless from any and all claims arising out of Supplier occurrences.

Company neither gives nor implies any assurance, guarantee or warranty as to the fitness, safety or condition of Client's accommodations, transportation, meals, or other provisions provided by a Supplier. Client understands and agrees that Company shall not be responsible for refunding, either fully or partially, any amounts paid due to unsatisfactory services from any Supplier. In no event shall Company be liable for any incident and/or accident which occurs in hotels, in 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 activity or mode of transportation encountered before, during or after the trip, resulting from equipment or any other cause.

17. Travel Responsibility & Warranty

Client understands and agrees that it is their sole responsibility to ensure all details for travel documentation for all persons traveling in their party are correct, up to date, have an expiration date extending at least six (6) months beyond final travel date and that they have reviewed all U.S. Government and other government prohibitions, warnings, and advisories applicable to all destinations in the Itinerary, whether foreign or domestic.

Client understands and agrees that they are responsible for fulfilling all obligations related to obtaining passports, visas, and/or other immigration requirements, including vaccinations or other health-related requirements, for all persons traveling in their party.

Client agrees that all individuals traveling in their party are in good physical and mental health and have medical approval to travel. Any physical disabilities must be reported to Company at the time of initial booking. Client is required to provide their own personal or individually prescribed mobility devices such as canes, wheelchairs, walkers, or similar devices. Company reserves the right to terminate this Agreement, without any refund or credit, if Client's mental and/or physical condition makes them unable to complete the Itinerary. Client understands and agrees that Company shall be held harmless for any and all claims relating to termination as a result of mental or physical condition.

Company does not inquire about an individual's criminal record when providing travel advisor services in the interest of respecting Client's privacy. Each country has different policies and procedures regarding admitting individuals into their country that may have past criminal offenses, whether within or outside of their country's boundaries. If Client or any member of its group have a current or prior criminal offense, Client understands that it is their sole responsibility to contact each country on the Itinerary directly for entry and exit requirements. Client can visit the U.S. State Department Website for further information about these requirements. See: <https://travel.state.gov/content/travel.html>. For example, if traveling to or

through Canada, individuals with a record of driving while impaired (e.g. under the influence of drugs or alcohol) should review current entry requirements. See:

<https://www.canada.ca/en/immigration-refugees-citizenship/services/immigrate-canada/inadmissibility.html>.

18. Travel with Minors

Client agrees that any minor child traveling with Client is legally in their care. In the event that Client is traveling with a minor child and Client is not the parent or legal guardian of such child, Client must have and carry on their person during travel a signed and notarized consent form from the child's parent(s) or legal guardian(s) consenting to the minor's travel with Client. In the event that Client is traveling with their own minor child who does not share the same last name as Client, Client understands that they must provide and carry on their person the child's birth certificate during travel. COMPANY SHALL NOT BOOK TRAVEL ACCOMMODATIONS FOR ANY MINOR CHILD WITHOUT RECEIVING A SIGNED, NOTARIZED CONSENT FORM, BIRTH CERTIFICATE, OR GUARDIANSHIP OR ADOPTIVE PAPERWORK FROM ALL LEGAL PARENTS OR GUARDIANS.

CLIENT UNDERSTANDS AND AGREES THAT ALL MINOR CHILDREN TRAVELING WITH THEM ARE IN THEIR CARE, AND CLIENT ASSUMES ALL RESPONSIBILITY OF POTENTIAL INJURY, DANGERS, AND RISKS ASSOCIATED WITH THE TRAVEL OF THE MINOR CHILDREN.

19. Assumption of Risk & Release of Liability

Client understands and agrees that they fully recognize there are dangers and risks to which they may be exposed by participating in travel activities including, but not limited to, strenuous activity such as hiking, walking, running, jumping, wading across or getting into water, strong currents, ocean waves, four-wheel drive roads, etc.; being in areas which might trigger a fear of heights or other fear responses; being exposed to normal and extreme weather conditions and other naturally occurring phenomenon such as harsh sun, altitude, extreme cold or hot temperatures, rain, snow, sleet, hail, wind, fog, tornadoes, wildfires, floods, avalanches; manual posing demonstrations or adjustments, camping, etc..

Client agrees to assume and take on all risks and responsibilities arising from or associated with any activity prior to, during or after any trip and release Company and all of its affiliates, divisions, departments and other units, committees and groups, and its and their officers, directors, principals, trustees, legal representatives, members, owners, employees, agents, administrators, assigns, and contractors, from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that Client may suffer arising from or in connection with travel activities, including any injury or harm, death, or damage to Client's personal property.

BY SIGNING THIS AGREEMENT, CLIENT UNDERSTANDS AND AGREES THAT COMPANY DOES NOT REQUIRE PARTICIPATION IN ANY TRIP ACTIVITY, BUT CLIENT WANTS TO AND CHOOSES TO DO SO VOLUNTARILY AND KNOWINGLY—

AND HAS PROPERLY PREPARED TO DO SO—DESPITE THE POSSIBLE DANGERS AND RISKS DESCRIBED HEREIN.

20. Travel Insurance

Company recommends Client obtains travel insurance for all travel plans booked through Company. As the travel booking agent (when applicable), Company has a professional responsibility to recommend the purchase of travel insurance to protect activities within the Itinerary. While Company does offer travel insurance coverage through certain carriers, Company cannot compare all the policies or companies currently in the marketplace. This responsibility rests solely with Client, and Company advises Client to research all available insurance and coverages to find the coverage that best fits Client's individual needs. CLIENT UNDERSTANDS AND AGREES THAT THEY HAVE THE SOLE RESPONSIBILITY TO READ THE TERMS OF THE TRAVEL INSURANCE POLICY THEY SELECT. INSURANCE INFORMATION INCLUDES, BUT IS NOT LIMITED TO, DETAILS REGARDING THE EXTENT OF COVERAGE AND PROCEDURES FOR MAKING A CLAIM.

If Client declines travel insurance, Client acknowledges and accepts liability for any cancellation penalties, damages, and/or out-of-pocket expenses incurred. Client also acknowledges and accepts responsibility for arranging and paying for any health care or medical treatment necessary in the event of a medical emergency while traveling. If Client declines travel insurance, Client has waived its right to this important coverage and Client's Itinerary confirmation will note "declined" next to the travel insurance section. If Client has not purchased travel insurance, Client agrees to REVIEW THE INSURANCE DECLINATION CONFIRMATION FOR ACCURACY and contact Company immediately if Client believes Client has travel insurance and the confirmation is incorrect. Failure to contact Company will be considered a waiver of travel insurance.

All requests for claim services or reimbursement under Client's travel insurance policy must be filed directly with the travel insurance provider in accordance with the policy's terms and conditions. Company is not able to provide advice with regard to possible cancellations and any associated insurance claims processing. All queries regarding cancellations, penalties, and coverage should be directed to Client's particular travel insurance provider. Company will not communicate with Client's travel insurance provider on Client's behalf. Accordingly, Client acknowledges and accepts that Company cannot be involved in any aspect of an insurance claim/request for service.

CLIENT ACKNOWLEDGES AND AGREES THAT COMPANY HAS NO CONTROL OVER THE TRAVEL INSURANCE PROVIDER SELECTED BY CLIENT OR ITS COVERAGE DECISIONS AND, AS A RESULT, COMPANY IS NOT RESPONSIBLE FOR AND SHALL NOT BE LIABLE FOR POLICY COVERAGE, CLAIMS PROCESSING, OR THE DENIAL OF ANY CLAIMS.

21. Non-Disclosure & Confidentiality

Client agrees that Itinerary created by the Company is considered Confidential Information. Client agrees to keep Itinerary created by Company in strict confidence for Client's personal use only, with the exceptions stated in this Agreement. Client may only disclose Itinerary to a third-party emergency contact before departure or for purposes of insurance coverage. Client shall not use Itinerary for any commercial purposes, resell, other gains, or distribute to third parties.

With the exception of the terms stated in Section 9, Company shall not disclose to any third-party any details regarding the business of Client, including, without limitation, the travel parties' names, drivers' license numbers, passport numbers, dates of birth, Itineraries, or contact information, without written permission from Client.

22. Currency Fluctuations

Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations. Company is not responsible for surcharges or foreign transaction fees imposed by Client's credit card(s) and/or bank(s).

23. Right of California Customer to Make a Claim Under the California Travel Consumer Restitution Corporation

Any Client who resides in California may be eligible for a refund for losses from a registered seller of travel that participates in the California state refund program. If Client was located in California at the time of their travel purchase, Client may have a right to file a claim for losses with the California Travel Consumer Restitution Corporation. Certain restrictions apply. For a claim form and additional information, contact the Travel Consumer Restitution Corporation at <https://www.tcrinfo.org>.

24. Indemnification

Client hereby agrees to indemnify, release, discharge, and hold harmless Company, its heirs, legal representatives, assigns, employees, or any persons or corporations acting under permission or authority of Company, from and against any liability or claims arising as a result of any Client and/or third-party acts or omissions related to this Agreement.

25. Maximum Damages

The sole remedy for any actions or claims by Client against Company shall be limited to a refund, the maximum refund amount not to exceed the total monies paid by Client under this Agreement.

26. Limitation of Liability

In no event shall Company be liable under this Agreement to Client or any other third-party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (a) whether

such damages were foreseeable, (b) whether or not Client was advised of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

27. Force Majeure

Company shall not be liable or responsible to Client, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Company's control that were unpredictable and unforeseeable at the time of contracting, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Planning Fee and all other payments made by Client up to the date of a Force Majeure Event are non-refundable.

28. Reservation of Rights: Company's Changes to These Terms and Conditions

Company reserves the right, in its sole discretion, to edit, revise, or update these Terms and Conditions at any time. Updated versions of these Terms and Conditions will be provided to Client.

29. Disclaimer Regarding Company's Use of Artificial Intelligence ("AI")

Company disclaims that it may utilize AI technologies as a supplemental tool to assist with research, editing, enhancement, and/or generation of ideas in connection with the services Company provides to Client. Client acknowledges and agrees that, while AI tools may be utilized in the creation of preliminary itineraries or related materials, all final deliverables are reviewed, edited, and approved by a human prior to delivery.

30. Entire Agreement

This is a binding Agreement that incorporates the entire understanding of the Parties, supersedes any other written or oral agreements between the Parties, and any modifications must be in writing, signed by both Parties, and physically attached to the original agreement.

31. Venue & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, including all matters of construction, validity, performance, and enforcement, and without giving effect to the principles of conflict of laws. The Parties agree that any dispute or lawsuit arising out of, or concerning, this Agreement that is not first resolved by arbitration

shall be resolved exclusively in a federal or state court of competent jurisdiction located in Horry County, South Carolina. The Parties assume responsibility for their own collection costs and legal fees incurred should enforcement of this Agreement become necessary.

32. Arbitration

Any and all disputes or disagreements arising between the Parties out of this Agreement upon which an amicable understanding cannot be reached shall be decided by arbitration in accordance with the procedural rules of the American Arbitration Association. The Parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in Horry County, South Carolina, unless another location is mutually agreed to by the Parties. The cost and expenses of the arbitrators shall be shared equally by the Parties. Each party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

33. Severability & No Waiver

In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both Parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this Agreement.

34. Transfer

This Agreement cannot be transferred or assigned to any third-party by either Company or Client without written consent of both Parties.

35. Headings

Headings and titles are provided in this Agreement for convenience only and will not be construed as part of this Agreement.

36. Notice

Party or Parties shall provide effective notice ("Notice") to each other via their Contact Email, and such Notice shall be deemed given on the date and time the Notice is sent, provided that the sender does not receive an automated system message or bounce-back indicating that the email address is invalid or the message was undelivered.

37. Counterparts & Facsimile Signatures

A copy of this Agreement may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete agreement between the Parties. The Parties agree that a facsimile copy (electronic copy) of this Agreement, which contains the Parties' signatures, may be used as the original.

Signatures

Each Party has read, understands, and agrees to the terms and conditions of this Agreement.

Client

Signature: _____

Printed Name: _____

Date: _____

Company

Signature: _____

Printed Name: _____

Date: _____

Option for Signature if your online contract sending platform does not allow you as the Company to sign after your Client signs. You will want to put your signature IN the actual template contract and then just verify and change the date before you send to your Client. Here is an example for what your contract will look after the "**Signature**" heading.

Signatures

Each Party has read, understands, and agrees to the terms and conditions of this Agreement.

Company

YOUR FIRST & LAST NAME

On behalf of [Enter Company Name]

Date Signed: [Enter Date]