

#### TERMS AND CONDITIONS

These Terms and Conditions ("Agreement") govern the relationship between HILEX Travel, LLC ("HILEX Travel," "we," "us," or "our") and you, the purchaser and/or traveler ("Client," "you," "your," or "passenger"). By planning travel with HILEX Travel, you agree to be bound by this Agreement and acknowledge that HILEX Travel acts solely as a booking agent for disclosed third-party suppliers including tour operators, cruise lines, hotels, airlines, ground transportation, and other independent contractors ("Suppliers"). HILEX Travel is not the source or provider of travel services. This Agreement contains disclaimers of liability and may limit your legal rights.

## **ACKNOWLEDGMENT OF THIRD-PARTY SUPPLIER TERMS**

By booking travel through HILEX Travel, LLC, you acknowledge and agree that HILEX Travel, LLC acts solely as an agent for independent third-party travel suppliers, including but not limited to cruise lines, hotels, destination management companies (DMCs), tour operators, airlines, and ground transportation providers ("Suppliers").

Each Supplier operates independently and maintains its own set of terms and conditions, including policies related to bookings, payments, changes, cancellations, delays, and refunds. These Supplier terms are separate and in addition to those of HILEX Travel, LLC, and by confirming any travel arrangements, you expressly agree to be bound by the terms and conditions of each Supplier providing services on your confirmed itinerary, regardless of whether you have received or read them.

HILEX Travel, LLC is not responsible for any failure by a Supplier to deliver travel services, or for any negligent or willful acts, omissions, or breach of contract by any Supplier or their representatives, including changes to itineraries, service interruptions, or denial of services. All disputes regarding the performance or delivery of services must be addressed directly with the Supplier.

It is your responsibility to review and understand the terms, conditions, and policies of each Supplier. HILEX Travel, LLC will provide access to these terms upon request, where available.

## **USE OF HILEX TRAVEL SERVICES**

You confirm that you are at least 18 years of age and legally authorized to enter into this Agreement and book travel on behalf of yourself and any others for whom you act. You are responsible for ensuring all information provided to HILEX Travel is accurate and agree not to make speculative, false, or fraudulent bookings.

All bookings are accepted by HILEX Travel solely as an agent for the Suppliers. Each Supplier has its own terms and conditions, and by confirming travel arrangements, you accept those additional terms, including but not limited to payment obligations, cancellation policies, and legal compliance of the country(ies) to which you are traveling. You acknowledge that it is your responsibility to review and comply with each Supplier's terms.

### **PAYMENTS AND CANCELLATIONS**

You are responsible for all costs, including but not limited to booking fees, service charges, taxes, and Supplier-imposed penalties. By submitting a credit card authorization to HILEX Travel, you authorize us to charge your payment method for travel services.

Chargebacks: Except in cases of verified fraud, you agree not to initiate a chargeback with your bank or credit card provider to avoid Supplier penalties or HILEX Travel terms. If you dispute a charge in bad faith, you agree to reimburse HILEX Travel for all costs, including legal fees, incurred in resolving the dispute.

All payments must be received in accordance with the Supplier's policies. Failure to pay on time may result in automatic cancellation of your travel services, loss of deposits, or denial of services. Cancellation penalties apply and vary by Supplier. HILEX Travel must receive cancellation requests in writing. No refunds are guaranteed for unused services.

## TRAVEL DOCUMENTS & IDENTIFICATION

You are solely responsible for obtaining and verifying all necessary travel documents, including passports, visas, health records, and identification in compliance with TSA and DHS regulations. Your name must match all travel documentation exactly.

Notify HILEX Travel immediately upon receipt of travel documents if corrections are required. HILEX Travel is not responsible for missed flights, denied boarding, or financial loss due to documentation errors or omissions.

Children and minors may require additional documents for international travel. See: https://help.cbp.gov/s/article/Article-3643.

## **ENTRY & EXIT REQUIREMENTS**

It is your responsibility to review and comply with entry requirements, which vary by country. This includes restrictions based on criminal history. Visit the U.S. State Department site at https://travel.state.gov/content/travel.html for updated guidance. HILEX Travel does not verify or collect information on your legal eligibility to travel.

## **HAZARDOUS MATERIALS**

Per federal law (49 U.S.C. 5124), hazardous materials are prohibited in luggage and on your person. Violators face civil penalties and imprisonment. Learn more: https://www.tsa.gov/travel/security-screening/whatcanibring

## **INSECTICIDE NOTICE**

Refer to the U.S. DOT for information on cabin insecticide spraying: https://www.transportation.gov/airconsumer/spray

### **HEALTH & IMMUNIZATIONS**

It is your responsibility to consult your physician about required or recommended health precautions for your destination. For health alerts, visit:

CDC Travel Health: https://wwwnc.cdc.gov/travel/ State Department: https://travel.state.gov

HILEX Travel does not warrant the accuracy of medical or vaccination requirements.

### **AIR TRAVEL**

Airlines may cancel or change flights at their discretion. You must reconfirm all flights at least 24 hours before departure (72 hours for international). Failure to show up for a segment of your flight may cancel your return reservation automatically.

Airlines may impose additional taxes or fees at departure. E-tickets typically expire within one year of issue.

# **RIGHT TO CORRECT ERRORS & AVAILABILITY**

We reserve the right to correct pricing or content errors at any time. All offers and promotions are subject to availability and may change without notice.

### UNUSED SERVICES, MINIMUM PASSENGER REQUIREMENTS, ITINERARY CHANGES

No refunds will be issued for unused services, including early departure or no-shows. Group tours may require minimum participation; if not met, surcharges or cancellations may apply under the Supplier's terms.

HILEX Travel is not responsible for itinerary changes made by Suppliers due to weather, mechanical issues, or force majeure.

### LIMITATION OF LIABILITY

HILEX Travel acts solely as an agent for third-party Suppliers. We do not own or operate any travel service and are not liable for acts, errors, delays, omissions, or negligence of any Supplier or third party.

To the maximum extent permitted by law, HILEX Travel shall not be liable for any personal injury, death, property damage, inconvenience, financial loss, or other damages related to services provided by Suppliers.

Any recovery from HILEX Travel shall be limited to the amount of commission or service fees we have received for the booking.

## **RISK AND SAFETY**

Travel involves inherent risks. It is your responsibility to stay informed about travel advisories by visiting:

https://www.travel.state.gov

https://www.tsa.gov

https://step.state.gov/step

By booking with HILEX Travel, you voluntarily assume all risks related to your travel and agree to hold us harmless from any resulting damages.

## **FORCE MAJEURE**

HILEX Travel shall not be liable for any delay or failure in performance due to events outside of its reasonable control, including but not limited to: acts of God, war, civil unrest, epidemics, government restrictions, supplier defaults, or severe weather. Travel insurance is strongly recommended.

Each Supplier also has its own force majeure policy, and any refunds or alternatives will be provided at their sole discretion.

### TRAVEL INSURANCE

We strongly encourage all Clients to purchase comprehensive travel insurance to protect against unexpected events. Travel insurance is not included unless explicitly stated. HILEX Travel is not an insurance provider and does not advise on coverage adequacy. If you decline insurance, you may be asked to sign a waiver.

We make no guarantees regarding the outcome of insurance claims or the scope of coverage.

## **CHANGES TO THIS AGREEMENT**

HILEX Travel reserves the right to modify these Terms at any time. The most current version will always be available on our website and will be effective upon posting.

### **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida. All legal actions shall be brought in a court of competent jurisdiction in Hillsborough County, Florida.

If any provision of this Agreement is deemed invalid or unenforceable, the remainder shall remain in full force.

# **ENTIRE AGREEMENT**

These Terms, along with any policies and documents referenced, constitute the entire understanding between you and HILEX Travel and supersede all prior communications. A copy of this Agreement in printed or electronic form shall be admissible in any legal proceeding.