

These terms and conditions ("Terms and Conditions") govern the relationship between Enchanted Travel Adventures, LLC d/b/a Enchanted Travel Adventures ("ETA" and/or "we/us/our") and you, the purchaser or traveler ("Client" and "you/your"). By planning travel with ETA, you agree to be bound by these terms and acknowledge that ETA acts solely as a booking agent for disclosed principal supplier tour operators, cruise lines, hotels, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and other services ("Supplier(s)") and is not the source or provider of the travel services. These terms include warranties and disclaimers and exclusions of liability and may restrict your rights and remedies and provide protection to ETA.

#### 1. USE OF ETA 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 ETA. You agree to be financially responsible for all travel bookings you make with us, whether made on behalf of yourself or for other members of your traveling party. You 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 ETA and its Suppliers, and you acknowledge that, without limitation, any speculative, false, or fraudulent reservation is prohibited.

ETA accepts all bookings solely as the booking 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 that by booking travel through ETA, you are also agreeing to the booking terms of each Supplier partner you have selected for your itinerary. You agree that you will abide by the terms and conditions of purchase imposed by any Supplier that you have selected as a service provider on an itinerary you have approved.

ETA is not liable or responsible for any arrangements made independently of ETA. ETA assumes no responsibility for costs or fees you incur for independent arrangements not booked through ETA, inclusive of, but not limited to, airline, hotel, excursion, and travel protection related charges. If you make your own flight arrangements, ETA 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. It may not be possible to earn frequent flyer or other loyalty points for reservations on your itinerary. With limited exceptions, hotel, casino, and airline rewards or points cannot be redeemed for travel arrangements made by ETA.

ETA is also an independent contractor of WorldVia, California Seller of Travel 2073234-00, Florida ST36257, Washington 602864166. Registration as a seller of travel does not constitute approval by the State of California.

## 2. RIGHT TO CORRECT ERRORS AND OFFERS SUBJECT TO AVAILABILITY

We reserve the right to correct errors. 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. You are advised to confirm reservations well in advance of your anticipated dates of travel to avoid disappointment, increases in fares and additional late booking fees. Availability and pricing of services may fluctuate, based on the Supplier's pricing policies.

## 3. PAYMENTS, CANCELLATIONS, AND CHANGES TO BOOKINGS

You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your travel bookings through ETA. By submitting a credit card authorization form to ETA, you agree to allow ETA to use your payment method to purchase travel products from our Suppliers on your behalf. EXCEPTING IN CASES OF FRAUD, YOU AGREE NOT TO FILE ANY DISPUTE WITH YOUR BANK OR CREDIT CARD COMPANY TO AVOID OR VIOLATE ANY BOOKING TERMS AND CONDITIONS OF ETA OR ITS SUPPLIERS, INCLUDING CANCELLATIONS OR CHANGES OF ITINERARY OR ARRANGEMENTS FOR REASONS BEYOND THE CONTROL OF ETA OR ITS SUPPLIERS. IF YOU ATTEMPT TO CHARGEBACK, REVERSE OR RECOLLECT A PREVIOUSLY AUTHORIZED TRIP PAYMENT, ETA RESERVES THE RIGHT TO COLLECT ALL ADDITIONAL COSTS, FEES AND EXPENSES ASSOCIATED WITH SUCH CHARGEBACK, REVERSAL OR RECOLLECTION, INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES.

All payments for travel are due prior to departure according to each Supplier's terms and conditions of booking. 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. 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 ETA in writing. As a result of cancellation or changes to confirmed bookings, third-party Supplier's cancellation penalties will apply. Cancellation fees will be charged to the credit card or other payment method you authorized to pay for travel services or deducted from the Supplier's refund.

If you decide to change any portion of your confirmed arrangements prior to departure or during your trip, we will attempt to assist you. Certain bookings may not be able to be changed, and you will be responsible for any increases in cost imposed by the Supplier, as well as any ETA or Supplier change fees. All requests for changes to a booking must be made in writing to ETA. When tour, cruise or package prices are based on Suppliers' contract rates, you will not be entitled to any refund for any unused portion of travel.

#### 4. TRAVEL DOCUMENTS, INCLUDING TSA AND DHS ACCEPTABLE IDENTIFICATION REQUIREMENTS

It is the responsibility of each Client to obtain and carry a valid passport book, visa(s), and all other documents required by applicable government regulations. Passport cards are not accepted for most international travel. 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/> and examples include DHS-designated enhanced driver's license, US passport, or a foreign government passport. You will need a state-issued REAL ID compliant license or identification card, or another acceptable form of ID (such as a passport), to fly within the United States.

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, and you are responsible to make ETA aware when traveling on a passport from a country other than the United States of America. ETA neither controls nor warrants the issuance of visas or approval of visa waivers related to your travel. Should a visa not be issued, ETA is not responsible for lost payments made toward your trip. Please note that rules of each country regarding entry and exit may change at any time.

Children and infants may 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> 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 or group leader in writing.

The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on your tickets and booking records. You acknowledge that it is your responsibility to ensure that the information on your tickets and confirmations is accurate. Any discrepancy between your reservation and your travel documentation may result in denied boarding or an undue delay at an airport security checkpoint causing you to miss your flight, and any subsequent scheduled travel bookings on cruises and tours.

WHEN YOU RECEIVE YOUR TRAVEL DOCUMENTS, IT IS YOUR RESPONSIBILITY TO REVIEW AND VERIFY ALL INFORMATION FOR ACCURACY. CONTACT ETA IMMEDIATELY IF CHANGES OR CORRECTIONS ARE REQUIRED. IF YOU HAVE NOT NOTIFIED US OF NECESSARY CORRECTIONS TO YOUR RESERVATION WITHIN TWENTY-FOUR (24) HOURS OF RECEIVING YOUR TRAVEL DOCUMENTS, ETA BEARS NO RESPONSIBILITY FOR ANY ADDITIONAL COSTS ASSOCIATED WITH

## MAKING NECESSARY CORRECTIONS.

### 5. INDIVIDUAL ENTRY AND EXIT REQUIREMENTS

Each country holds different rules of entry for travel, including views of past criminal offenses, whether within or outside of their boundaries, and it is your responsibility to know whether you are eligible to enter the jurisdictions on your itinerary. 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. For example, if traveling to or through Canada, individuals with a Driving While Intoxicated (DWI) record or with judgments for unpaid child support should review current entry requirements. See: <https://www.canada.ca>.

In some countries, it is illegal to enter with firearms or ammunition, and if you attempt to enter a country with prohibited items, you may be detained, refused admission, or arrested.

### 6. IMMUNIZATIONS AND HEALTH SCREENINGS

You must have the proper immunizations and health screenings and required documentation of such immunizations and screenings before travel. ETA shall not assume responsibility for the accuracy of health, vaccination, or documentation requirements 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.

### 7. RISKS AND SAFETY

Travel to certain destinations may involve greater risk than others. ETA 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, ETA 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 ETA has investigated the prevailing situation, ETA shall have the sole and absolute discretion whether to proceed with any ETA escorted trip or private departure, or to make alterations to the itinerary.

#### 8. LIMITATIONS OF RESPONSIBILITY AND DISCLOSURE

ETA acts solely as a booking agent for disclosed principal Suppliers and is not the source or provider of any travel service. Each Supplier is an independent entity with its own management and is not subject to the control of ETA. The Suppliers whose names appear in travel documentation are those actually responsible for providing the travel services purchased, and you consent to the use of those Suppliers.

The Supplier may determine that alterations in itinerary are necessary for any number of reasons, including but not limited to severe weather. Any alterations to an itinerary are at the sole discretion of the Supplier, and ETA bears no responsibility for any changes.

BECAUSE ETA ACTS AS AGENT FOR DISCLOSED PRINCIPAL SUPPLIERS AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH INDEPENDENT OPERATORS AND SUPPLIERS, YOU AGREE THAT ETA IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF THESE SERVICES. ETA HEREBY DISCLAIMS ANY LIABILITY WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY PRINCIPAL SUPPLIER BOOKING THROUGH ETA, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILLFUL ACTS, OMISSIONS OR OTHERWISE OF SUCH SUPPLIER, OR OF ANY SUPPLIER OR THEIR RESPECTIVE EMPLOYEES, AGENTS, SERVANTS, OR REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, THEIR FAILURE TO DELIVER OR THEIR PARTIAL OR INADEQUATE DELIVERY OF SERVICES, THEIR CANCELLATION AND REFUND POLICIES, FUEL INCREASES, BANKRUPTCY, OR CESSATION OF OPERATIONS AND OTHER MATTERS OUTSIDE OF ETA'S CONTROL, AND YOU HEREBY RELEASE ETA FROM ANY LIABILITY WITH RESPECT TO THE SAME.

ETA HAS SOLELY RECEIVED COMMISSION AND FEES FOR TRAVEL TRANSACTIONS AND CLIENT AGREES AND UNDERSTANDS THAT ANY RECOVERY FROM ETA WILL BE LIMITED TO THE AMOUNT OF COMMISSION AND FEES ACTUALLY RECEIVED BY ETA.

## 9. FORCE MAJEURE

ETA 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 ETA. THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS.

In addition, each of ETA'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 hereunder shall remain in the sole and absolute discretion of the Supplier pursuant to their policies, although ETA shall use its reasonable efforts to secure reimbursement for you where possible.

## 10. CLIENT CONDUCT

When you book with ETA, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time to the accommodation owner or manager or other Supplier. You must indemnify ETA for the full amount of any claim (also including legal costs) made against us. 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 ETA 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 and may result in prosecution by law enforcement authorities. 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.

## 11. TRAVEL INSURANCE

ETA 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 AND REPATRIATION, BAGGAGE AND PERSONAL EFFECTS/LOST LUGGAGE AND 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, you understand and agree that if you cancel or interrupt your travel for any reason, portions of the trip/tour may not be refunded and ETA's 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. The purchase of travel insurance is not required in order to purchase any other product or service offered by ETA, however if you decline to purchase insurance, ETA may require that you execute an insurance waiver. ETA 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. It is your responsibility to know what your insurance policy covers, and to put alternative coverage in place, if you wish to insure for conditions that are excluded by your policy. ETA 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.

## 12. RESERVATION OF RIGHTS AND 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.

## 13. GENERAL

The laws of the State of Texas govern these Terms and Conditions. You hereby consent to the exclusive jurisdiction and venue of courts in Montgomery County, Texas in all disputes arising out of or relating to travel bookings with ETA. Any claim against ETA must be brought within 12 months after the date of the completion of the trip and not later. ETA shall not in any case be liable for damages other than compensatory damages, and you waive any right to claim punitive or exemplary damages. You agree that you may only bring claims in your individual capacity 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. You expressly agree to waive and forego any and all rights to bring any such class actions, purported or proposed class actions, or representative actions.

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 herein) constitute the entire agreement between the Client and ETA with respect to travel bookings made with ETA by any means, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Client and ETA with respect to communications with ETA. 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.