

Booking Agreement Terms and Conditions

Please read the following terms and conditions carefully. These terms and conditions together with our privacy policy and any other documentation we provide you form the basis of your contract with us (hereinafter "The Agreement"). By booking a vacation with us, you are accepting and consenting to The Agreement. These Terms and Conditions govern the relationship between Soaring Holidays, LLC and you, the Customer. These terms restrict your rights and remedies and provide protection to Soaring Holidays, including liability exclusions.

The terms "we", "us", "our", and "Soaring Holidays" refer to Soaring Holidays. The term "you", "participant", "customer", or "client" refers to the customer booking a reservation through us. Reference to "Suppliers" and "Service Providers" means all third parties who provide services to you including airlines unless otherwise specified.

By booking your arrangement with us, you are agreeing to be bound by the terms of the Agreement and any additional terms and conditions of any Supplier that are applicable to your booking arrangements. You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement in accordance with all Terms and Conditions herein. The lead passenger assumes the responsibility of sharing these Terms and Conditions with each passenger in their group, including payment of all amounts when due. It is the responsibility of each passenger to read our Terms and Conditions in its entirety. You agree to be financially responsible for all bookings you make. You are responsible for any bookings and travel reservations made by persons under your direction or control. You also warrant that all information supplied by you or on your behalf, or by members of your household is true, current, complete and accurate. Furthermore, you also confirm that the traveler is not an unaccompanied minor. If you do not agree with all of the Terms and Conditions, you must not make a booking with us or use our services.

SUPPLIER RULES AND RESTRICTIONS

Soaring Holidays does not provide, own, or control the travel services and products that are provided as part of your trip, such as accommodations, rental cars, packages, or travel insurance (the "Travel Products"). The Travel Products are owned, controlled or made available by third parties (the "Suppliers"). The Suppliers are responsible for the Travel Products. The Supplier's terms and privacy policies apply to your booking so you must agree to and understand those terms. Furthermore, the terms of the actual travel provider (airline, hotel, tour operator, etc.) apply to your travel, so you must also agree to and understand those terms. Your interaction with any Supplier is at your own risk; Soaring Holidays does not bear any responsibility should anything go wrong with your booking or during your travel. Hence, as the client you agree that Soaring Holidays, LLC acts only as agent for the client in acquiring transportation, hotel accommodations, sightseeing and other privileges, or services for the clients' benefit, and on the express

condition that Soaring Holidays, LLC shall not be responsible for any loss, accident, injury, delay, defect, omission or irregularity which may occur or be occasioned, whether by reason of any act, negligence or default of any company or person engaged in or responsible for carrying out any of the arrangements, or otherwise in connection therewith.

BOOKING PRICING AND PAYMENT

Planning any vacation takes extensive time and effort before the departure date ever arrives. We strive to make this process easier for you by providing our services on a complimentary basis. We will work with you to plan a vacation suited to your needs. After the itinerary is finalized, you must make payments in accordance with the instructions we give you.

Soaring Holidays is required to pay all suppliers well in advance of your tour date. Some tours and airlines will require a larger or payment in full to hold your booking. Customer will be notified of all payment and deposit requirements. Final payment is due prior to departure according to each supplier's (airline, hotel, cruise line, transfer company, sightseeing operators, and other travel service vendors) terms and conditions involved in your travel booking and any instructions we give you.

If final and full payment is not received by the applicable due date, reservations are subject to cancellation and deposits shall be forfeited. Any refund you may be eligible for is subject to the terms and conditions of the Suppliers that are responsible for the elements of your booking. In some cases, there is no refund once a booking is made and paid for.

While we do accept major credit cards including Visa, Mastercard, American Express and Discover, customers must provide to us a signed charge authorization agreement for every transaction for your trip. Your authorization is a binding agreement for us to charge your card and as such you waive any right to chargeback in the case of cancellation for any cause (excepting fraud), including a Force Majeure event, as defined herein, and agree to refund policies and procedures as outlined in these Terms and Conditions. In the event a Participant attempts to chargeback, reverse, or recollect a trip payment already made without the authorization of Soaring Holidays, we reserve the right to collect all additional costs, fees and expenses associated with such chargeback, reversal or recollection, including, without limitation, attorney fees.

Soaring Holidays will make every effort to honor the price as originally quoted; however, under certain circumstances additional costs by a supplier or government may be imposed due to an increase in the cost for one or more of the travel components. Prior to full payment, prices including US air transactions or air tours (in, to, or from the US) could increase for certain travel services, including the following: a seat, carriage of passenger baggage, applicable fuel surcharge, or an increase in a government-imposed tax or fee. US air transaction or air tour prices will not increase after making full payment. Certain suppliers reserve the right to increase prices to cover increased costs,

fuel surcharges, tariffs and taxes, and to reflect fluctuations in foreign exchange markets. Customer expressly acknowledges acceptance of these conditions applicable to purchase and authorizes Soaring Holidays to charge Customer's credit card for such additional amounts.

Prospective customers are advised to reserve early to avoid disappointment and additional late booking fees.

CURRENCY FLUCTUATIONS

Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations, provided actual variations have occurred.

CANCELLATION

Because your suppliers are paid in advance, your right to a refund if you change or cancel your travel plans is limited. All suppliers have their own cancellation policies, which apply to your booking. Should a cancellation become necessary, please inform Soaring Holidays immediately in writing and request a written confirmation of your cancellation. Upon receipt, Soaring Holidays will follow industry procedures for any applicable refunds as outlined in the supplier's terms and subject to their review. If you are entitled to a refund, please note that the supplier is responsible for this refund, not Soaring Holidays. Generally, flight tickets, hotel reservation and other items provided for the travel cannot be refunded if they are partially used. We are not responsible for a supplier's failure to pay a refund. In addition Soaring Holidays reserves the right to impose a cancellation fee of \$150 per person. All cancellation fees will be charged to the credit card you authorized to pay for travel services, or deducted from the supplier's refund. There is no refund for cancellation due to Force Majeure as set forth below.

The terms and conditions of the suppliers also apply to amendments in your booking. Some suppliers charge a fee for amendments. Suppliers may also charge cancellation fees or penalties for amendments. We will not be responsible for any fees or charges should you choose to amend your booking.

CHANGES AND CANCELLATIONS BY THE OPERATOR

We will inform you as soon as reasonably possible if the operator needs to make a significant change to your confirmed booking or to cancel. We will also liaise between you and the operator in relation to any alternative arrangements offered by the operator but we will have no further liability to you.

During local or national holidays, certain facilities such as museums, sightseeing trips and shopping may be limited or unavailable. In such instances itinerary changes are made by Operators seeking to reduce inconvenience to customers. Such changes are deemed not to be a major change, and no compensation will be payable to customers. Holidays, closing days, severe weather and other circumstances may necessitate a

change of the day of the week for scheduled regional meals, sightseeing or other activities. If a property, supplier, activity, or area is deleted for any reason, it may be replaced with a comparable one at the sole discretion of the supplier. In such case no refund will be available. If you feel your enjoyment might be diminished by any of these circumstances please check with the respective national tourist office before selecting a specific departure date.

FORCE MAJEURE

“Force Majeure” means, in relation to Soaring Holidays, any circumstances beyond the reasonable control of Soaring Holidays, (including, but without limitation, acts of God, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, epidemic, pandemic, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other circumstances beyond our control).

Soaring Holidays shall not be deemed to be in breach of these Terms and Conditions or otherwise be liable to you, and shall not provide any refund, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

If Soaring Holidays, and/or any of its travel suppliers, are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to your trip.

TRAVEL PROTECTION

Soaring Holidays strongly recommends you purchase travel protection for the trip. Such plan at a minimum should cover Trip Cancellation or Interruption, Cancel for Any Reason, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss.

Soaring Holidays is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel protection plans. Soaring Holidays cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Soaring Holidays cannot be held responsible for denied entry if a guest is unable to provide details to authorities of insurance or denial of entry for any reason. Declining travel protection plan coverage could result in the loss of your travel cost

and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which travel protection plan coverage would otherwise have been available.

TRAVEL DOCUMENTS, INCLUDING TSA AND DHS ACCEPTABLE IDENTIFICATION REQUIREMENTS

By offering reservations for travel in particular international destinations, Soaring Holidays does not represent or warrant that travel to such areas is advisable or without risk. It is your responsibility to be aware of travel warnings and advisories as announced by the U.S. State Department. Should you choose to travel to a country that has been issued a travel warning or advisory, Soaring Holidays will not be liable for damages or losses that result from travel to such destinations.

You and any minors traveling with you must be in possession of a machine-readable passport valid for 6 months after their trip return date along with applicable visas. Some countries require that your passport have two to four blank visa/stamp pages. Some airlines will not allow you to board if this requirement is not met. For information about passport requirements you can visit the State Department's website at <https://travel.state.gov/content/travel/en/passports.html>. It is your sole responsibility to secure and/or pay for any and all visas, reciprocity fees, affidavits, immunizations, etc. that are required to be permitted entry into each destination. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/ exit fees which will be collected at the airports upon entry/departure by local government authorities. Please note that entry to any country may be refused even if the required information and travel documents are complete.

Visas: Some countries require visas to enter. Without a valid visa, you may be denied entry into the country. You can find out if you need a visa by visiting the embassy website of the country you'll be traveling to. Although you can always contact us with questions it is your responsibility to ensure you have all the proper travel documents, to include your visa(s). We are happy to refer to you a third-party visa processing company if you so desire.

Children Traveling with One Parent, or Someone Who is Not a Parent/Legal Guardian, or Children Traveling in a Group: Foreign border officials may require custody documents or written consent from the other parent/both parents. Requirements vary by country, so if this applies to anyone in your traveling party please research the requirements and leave prepared.

When travelling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight.

Examples: DHS designated enhanced driver's license, USA Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records. For more information you can visit the TSA website at <https://www.tsa.gov/travel/security-screening/identification>.

For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements please check with your local consular services. Obtaining and carrying these documents is your sole responsibility. **Soaring Holidays bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.**

Health: Recommended inoculations for travel may change and you should consult your doctor for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

We reserve the right in our sole discretion to request health information prior to your departure date and to exclude you from travel if we deem you unfit.

Disinsection: Most countries reserve the right to disinsect aircraft if there is a perceived threat to public health, agriculture, or environment. While this is not a common practice, we want you to be aware that it is a possibility. This process includes the following: (1) spray the aircraft cabin with an aerosolized insecticide while passengers are on board or (2) treat the aircraft's interior surfaces with a residual insecticide while passengers are not on board. For more information you can visit the U.S. Department of transportation website at: <https://www.transportation.gov/airconsumer/spray>.

LIMITATIONS OF RESPONSIBILITY AND DISCLOSURE.

Soaring Holidays acts solely as a booking agent for disclosed principal supplier cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and/or other services ("supplier(s)"), and is not the source or provider of the travel services. Each of these supplier companies is an independent entity with its own management, and is not subject to the control of Soaring Holidays. Customer is advised that the suppliers are those actually responsible for providing the travel services purchased, and consents to the use of those suppliers, and understands and agrees each supplier's Terms and Conditions govern the transaction. All bookings are accepted by Soaring Holidays as agent for the travel suppliers. The transportation, accommodations and other services provided by the sea, ground, and air operator suppliers offered are subject to the terms and conditions contained in the tickets,

exchange orders or vouchers issued by them and/or their suppliers, including Terms and Conditions on their respective websites. BECAUSE SOARING HOLIDAYS ACTS AS AGENT FOR THE SUPPLIERS, AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH INDEPENDENT OPERATORS AND SUPPLIERS, YOU AGREE SOARING HOLIDAYS IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF THESE SERVICES. SOARING HOLIDAYS 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 SUPPLIER BOOKING THROUGH SOARING HOLIDAYS' OFFICE OR THROUGH THIS WEBSITE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILFUL 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, FUEL INCREASES, AND OTHER MATTERS OUTSIDE OF SOARING HOLIDAYS'S CONTROL, AND YOU HEREBY EXONERATE SOARING HOLIDAYS FROM ANY LIABILITY WITH RESPECT TO THE SAME.

INDEMNIFICATION

Client agrees to and shall indemnify and hold harmless Soaring Holidays and each of our officers, directors, employees and agents, from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, "damages") involved with or incurred by Soaring Holidays (including, without limitation, reasonable attorneys' fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from Client's breach or violation, or threatened breach or violation, of this Agreement.

ASSUMPTION OF RISK; COVENANT NOT TO SUE

Client is aware that travel such as Client is undertaking on the Trip may involve hazardous activities, some in remote areas of the world. Inherent hazards and risks include, but are not limited to, risk of injury or death from: motor vehicles collisions, animals, roadway hazards, slips, and falls, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; my own negligence and/or the negligence of others, including tour guides, other guests, Soaring Holidays' employees, agents and/or representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness,; known or unknown medical conditions, physical excursion for which I am not prepared or other such accidents; the negligence or lack of adequate training of any

agents or employees of Soaring Holidays or their third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

You understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this Trip, Client is willing to accept the risks and uncertainty involved as being an integral part of travel. Client hereby accepts and assumes full responsibility for any and all risks of illness, injury or death and of the negligence of Soaring Holidays and agrees to and shall hold harmless and fully release Soaring Holidays from any and all claims associated with the Trip, including any claims of third party negligence and you hereby covenant not to sue Soaring Holidays for any such claims or join any lawsuit or action that is suing Soaring Holidays.

RESERVATION OF RIGHTS: CHANGES TO THESE TERMS

We reserve the right, in our sole discretion, to change these Terms at any time. Updated versions of the Terms will be posted here on this website and are effective immediately on posting. Please check frequently, especially before you use this website, to see if these Terms changed. Use of the website or our services after any changes to the Terms constitutes your consent to the changes.

RIGHT TO CORRECT ERRORS/OFFERS SUBJECT TO AVAILABILITY

We reserve the right to correct errors and offers are subject to availability.

SEVERABILITY

If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

GOVERNING LAW

These Terms and Conditions will be governed and interpreted pursuant to the laws of the State of Massachusetts, notwithstanding any conflicts of law. You specifically consent to personal jurisdiction in Massachusetts in connection with any dispute between you and us. The parties to these Terms and Conditions each agree that, the exclusive venue for any dispute between the parties arising out of or relating to Soaring Holidays or these Terms and Conditions will be in the state and federal courts in Massachusetts. You irrevocably waive any rights to bring or participate in any class action related in any way hereto. **All guest claims must be submitted in writing and received by Soaring Holidays no later than thirty (30) days after the completion of the Soaring Holidays vacation. Guest claims not submitted and received within this time shall be deemed waived and barred.**