

Agreement Between Company and Customer

TERMS AND CONDITIONS

Company is pleased to have the opportunity to act as your booking agent for your travel. “We,” “us,” “our” and “Company” refer to [insert formal legal name of Independent Vacation Specialist]. “You” and “your” refer to the customer visiting our website, booking a reservation through us (through our website or otherwise), or otherwise using our services.

By booking your travel with us or accessing or using our website in any manner, you agree to be bound by all of the terms and conditions set forth below (this “Agreement”). Please read this Agreement carefully. If you do not accept all of these terms and conditions, please do not use our website or make bookings through our website or our vacation specialists. We reserve the right, in our sole discretion at any time and from time to time, to change or otherwise modify this Agreement without prior notice, and your continued access or use of our website or booking your travel with us signifies your acceptance of any changes.

You represent and warrant to us that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is correct and complete. You are responsible for informing such other persons of all terms and conditions applicable to their travel arrangements. You understand that you are financially responsible for any use of our services or website by you and those using your name or account.

Any violation of this Agreement may result in the cancellation of your reservation or purchase, your forfeiture of any monies paid for your reservation or purchase, and you being denied access to the applicable travel.

Travel Suppliers

The selection of travel products and services (collectively, “travel”) we advertise—including cruises, air and ground transportation, lodging accommodations, meals and tours—are not directly supplied by us. Travel is supplied by various third party travel suppliers and service providers (the “travel suppliers”). We are an intermediary (or travel agent or booking agent) for the travel suppliers, and not co-vendors of the travel. Each travel supplier is an independent entity with its own management and not subject to our control.

If you book your travel with us, you will be entering into a separate contract with each applicable travel supplier. Your travel is subject to the terms and conditions contained in each such contract.

Changes and Cancellations by Travel Suppliers

Your contract with your travel supplier may give the travel supplier the right to cancel any booking or any part of it, to make such alterations in the booking as it deems necessary or desirable, to refuse to accept or to retain as a member of any tour any person at any time, or to pass on to customers any expenditure occasioned by delays or events beyond its control. We have no control over such matters or transportation schedules. If we are your booking agent, we will within our regular business hours try to promptly notify you of any significant change once we become aware of such change if there is time before your departure, but we will not have any liability for any change or costs incurred that may result. Without limiting any other limits to our liability, we are not responsible for price drops after confirmation, ticketing or payment. Please ensure that you have given your contact email address to us and that you regularly check for messages before you leave.

Subject to the travel supplier’s terms and conditions, you may have the choice of accepting the change of arrangements, accepting an offer of alternative travel arrangements if one is made available by the travel supplier, or canceling your booked arrangements and receiving any applicable refunds. These are some of the options that your travel suppliers may offer, if they offer any. In any case, we are not responsible for their terms, conditions, policies, or procedures, and, among other things, we do not guarantee that any refunds will be offered.

Changes and Cancellations by You

If you want to change any portion of your travel, we may try to help you obtain such change but we cannot guarantee that the travel supplier will honor your request. In fact, it is the policy of some cruise lines or other service providers to refuse any air travel change requests regardless of the reason for the change. This is because many service providers block group space on certain flights, use non-refundable tickets, charter flights, or book classes of service that incur penalties if any part of the schedule is changed. This allows the service provider to offer affordable air inclusive packages.

For each change in travel that is approved by the travel supplier, our standard service fee (minimum \$35 per person) and any other travel supplier charges or penalties will apply. All travel changes are subject to availability and the terms and conditions of the travel purchased.

If you cancel your travel, you may be entitled to a partial refund if the terms and conditions of your travel supplier allow. However, our standard cancellation fee and any other travel supplier charges or penalties will apply. In addition, deposits may be non-refundable based on the travel supplier policies. All allowed refunds, if any, generally require a minimum of 6 to 8 weeks to process and are subject to the policies of the travel suppliers. We are not responsible for a travel supplier's failure to perform in any way, including to pay a refund. If the reason for your cancellation is covered under the terms of your travel insurance policy (if you purchase such a policy), you may be able to reclaim your cancellation charges through your insurer.

Payment Information

You are required to send the required deposit amount to us no later than the deposit due date. Payment must reach our office by the deposit due date to confirm your reservation. Please include the bottom portion of your invoice with payment.

Payment of a deposit enables us to hold a reservation for you but does not guarantee the price. The price can only be guaranteed once we receive full payment and other travel documents have been issued, subject to any terms and conditions of the travel supplier. We will advise you of the date that full payment is required. Upon your provision of your payment information, you are authorizing us to make the payment arrangements with the corresponding travel suppliers.

After full payment, the terms of the contract with your travel suppliers may permit them to increase the cost of your arrangements. Permitted increases may occur for various reasons. Some may include changes in the cost of fuel, taxes, fees and exchange rates. If we are acting as your booking agent, we will within our regular business hours try to promptly notify you of any material increase once we become aware of such increase. You are fully responsible for all such increased costs.

For your protection, we recommend that you may minimize your exposure to potential financial loss by purchasing your travel bookings with a credit card. There will be a charge added to your invoice for checks returned to us by our bank.

Unless you receive notice otherwise, you have the choice to purchase a "cruise only" package, and to make air arrangements separately. Please speak with your vacation specialist about this option.

Travel protection coverage is optional and strongly recommended. Travel protection must be paid in full for enrollment to be valid. Travel protection premiums are not refundable. Travel protection premiums must be paid prior to or at the time of final payment for your travel. We strongly recommend that you take out adequate protection for the duration of your travel. Such protection policies may also protect you if an airline, cruise line or other travel supplier declares bankruptcy.

You have the right to question or challenge any invoice or other billing we render. We cannot make commitments on behalf of travel suppliers. You agree that for charges we render that you do not question or challenge in writing to us within 60 days of the billing date, that they are irrevocably accepted as presented in the applicable documentation.

Right of California Customer to Make Claim on the California Travel Consumer Restitution Fund

You may be eligible for a refund for losses to a registered seller of travel that participates in the California state refund program. If you were located in California at the time of your purchase, you 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, write to:

Travel Consumer Restitution Corporation
P.O. Box 8474
Northridge, CA
91327

Travel Documents; Passport, Visa and Immigration Requirements; Destinations

It is your responsibility to ensure that all of the details on your travel documents are correct and to bring to our attention and the attention of your travel supplier any errors or discrepancies immediately. Your travel documents are valuable and should be carefully safeguarded. While traveling, it is not always possible to

replace travel documents in the case of loss or destruction.

It is your responsibility to fulfill the passport, visa and other immigration requirements applicable to your travel. You should confirm these with the relevant embassies or consulates. We are not responsible if you are unable to travel because of noncompliance with any such requirements, but we will assist you in determining such requirements where possible.

Prior to booking international travel, we recommend that you review any U.S. Government prohibitions, warnings and advisories applicable to your destinations. Information on conditions in various countries and the level of risk associated with travel to these countries can be found at www.tsa.gov, www.faa.gov, www.cdc.gov, www.dot.gov, www.treas.gov/ofac and www.cbp.gov. Vaccinations may be required for some or all of the places you are intending to visit. It is your responsibility to ensure that you have arranged all necessary vaccinations for your itinerary.

BY OFFERING TRAVEL TO ANY PARTICULAR DESTINATION, WE DO NOT REPRESENT THAT TRAVEL IN SUCH DESTINATION IS ADVISABLE, SAFE OR WITHOUT RISK, AND WE ARE NOT LIABLE FOR AND YOU RELEASE US AND THE LICENSOR OF OUR TRADEMARKS, CRUISEONE, INC. ("LICENSOR"), AND OUR AND ITS RESPECTIVE AFFILIATES, AND OUR AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES AND AGENTS, AND HOLD US AND THE OTHER INDEMNITEES DESCRIBED ABOVE (COLLECTIVELY, "INDEMNITEES"), HARMLESS, FROM ANY AND ALL DAMAGES OR LOSSES THAT MAY RESULT, DIRECTLY OR INDIRECTLY, FROM TRAVEL BOOKED TO SUCH DESTINATION.

Some countries require insecticide spraying of aircraft prior to a flight or while you are on the aircraft. Federal law requires that we refer you to the Department of Transportation's Disinfection Information page at <http://airconsumer.dot.gov/spray.htm> at the time of booking for further information.

Use of our Services and Website

You agree you will only use our website or services to make legitimate reservations or purchases and shall not make speculative, false or fraudulent reservations or reservations in anticipation of demand. You will only use our website and services in compliance with applicable law.

The content of our website is proprietary to Licensor, us, and our respective suppliers and providers. Without Licensor's prior written permission, you may not (a) access, monitor or copy any content or information on our website using any "robot", "spider" or other automated or manual process, (b) deep-link to any portion of our website, or (c) "frame," "mirror," or incorporate any portion of our website into any other website.

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Indemnification

You agree to indemnify and hold harmless the Indemnitees, and any of our or their respective travel suppliers, and such suppliers' respective affiliates, and the respective owners, officers, directors, m a n a g e r s ,

employees and agents from and against any claims, causes of action, demands, losses, damages, or other costs (including reasonable legal and accounting fees) as a result of (a) your breach of this Agreement or any documents referenced herein, (b) your violation of any law or rights of any third party, or (c) your use of our website.

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TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER LICENSOR NOR WE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF LICENSOR OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF, DESPITE THE LIMITATION ABOVE, LICENSOR OR WE ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED TO YOU, THEN LICENSOR'S AND OUR LIABILITY WILL, IN THE CASE OF EACH SUCH PARTY, NOT IN ANY EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF (A) THE FEES YOU PAID TO US FOR SUCH PRODUCTS OR SERVICES, OR (B) US\$100.00.

THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN ADDITION, THE DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY PROVISIONS IN THIS SECTION INURE TO THE BENEFIT OF OUR AFFILIATES AS WELL AS LICENSOR AND ITS AFFILIATES.

General Terms and Conditions

We are acting as an independent contractor and no joint venture, partnership or employment relationship exists between you and our travel suppliers or us as a result of this Agreement or your use of our website or services.

In addition, we are an authorized franchisee of Licensor. As such, we are an independent contractor of Licensor, and are not an agent, legal representative, subsidiary, joint venturer, partner, employee, or affiliate of Licensor for any purpose whatsoever. For the purposes of this Agreement: "including (include)" means "including (include), without limitation;" and "or," as in "A or B," means "A or B or both."

You may not assign your rights or obligations under this Agreement to any third party. We may terminate this Agreement at any time for any reason, and such termination shall not affect any right to relief to which we are entitled at law or in equity, including any rights to enforce, or to obtain a right or remedy, due to circumstances occurring before such termination.

The failure or delay by us at any time to require performance by you of any provision of this Agreement, even if known, does not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. If any provision of this Agreement, or any other agreement entered into under this Agreement, is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision is inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder of this Agreement is not invalidated thereby and shall be given full force and effect so far as possible.

This Agreement, your rights and obligations, our rights and obligations, and all actions contemplated by this Agreement will be governed by the laws of the state in which we maintain our office for business, without regard to its conflicts of laws principles. You hereby consent to the exclusive jurisdiction and venue of courts in the county in which we maintain our office for business (or, if no court of competent jurisdiction is in such county then in the county in the foregoing state nearest thereto in which a court of competent jurisdiction is located), in all disputes arising out of or relating to the use of our services or our website.

RATE TERMS AND CONDITIONS

Rates are for new, individual bookings only, are per person, double occupancy and are inclusive of non-commissionable fees. Government taxes and fees are additional. There may be limited availability for rates, and select departure dates and locations may have higher rates. If airfare is listed as "On Request" it means the airfare is not booked or included and a vacation specialist will contact you with the price of the airfare and taxes if it is available.