

This Travel Booking Terms and Conditions (this "Agreement"), dated as of the date approved below (the "Effective Date"), is by and between Alex Travels, LLC doing business as Alex Travels and the name entered above (the "Customer") together with Alex Travels, the "Parties", and each a "Party". NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Applicability.

a. The accompanying Travel Confirmation (the "Travel Confirmation") and this Agreement comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Travel Confirmation, the Travel Confirmation shall govern. Notwithstanding the foregoing, the Parties may enter into separate Travel Confirmations in the future for other travel services, in which case, the terms of this Agreement shall apply.

b. Alex Travels uses independent contractors to book travel programs for Customers (each a "Travel Advisor" and together with "Alex Travels").

2. Services. Alex Travels shall provide the following services to Customer as supplemented by the Travel Confirmation (the "Services"):

a. Alex Travels will provide a detailed travel proposal "Travel Proposal" to the Customer and once approved by the Customer, will work with airlines, tour operators, cruise lines, lodging providers, car rental companies, ground operators, destination partners, and other suppliers of travel services (collectively the "Suppliers") to book the approved services. Customer understands that these Suppliers are independent vendors and are not independent contractors, agents, or employees of Alex Travels.

b. Alex Travels is solely responsible for arranging and booking the services solely listed on the Travel Proposal. Alex Travels shall not be responsible for any cancellation or rescheduling fees directly or indirectly associated with the services listed on the Travel Proposal.

c. Provide a Travel Confirmation detailing the specifics of Customer's trip.

3. Customer's Obligations. Customer shall:

a. Cooperate with Alex Travels in all matters relating to the planning and booking of the Services.

b. Respond promptly to any Alex Travels request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Alex Travels to perform Services in a timely manner in accordance with the requirements of this Agreement. Customer understands that rates are not held when receiving the proposal, and may change by the time the customer submits their credit card to confirm any reservations.

c. Provide such Customer materials or information as Alex Travels may request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects. Such material information includes but is not limited to the number of participants, important health or dietary information, skill or fitness level, and age of all participants. Customer understands that such material information may limit Alex Travels's ability to book certain excursions or programs.

d. Remain solely responsible for payment of any and all amounts due under this Agreement, regardless of the number of people listed as participants on the Travel Confirmation.

e. Ensure that all participants have obtained a valid passport, travel visa, health visas, if required. Customer understands that Alex Travels shall not be responsible for procuring these items for either Customer or any other participants listed on the Travel Confirmation. Cancellation or no-show for not having valid passport, travel visa or health visa will incur non-refundable cancellation penalties outlined in the confirmation and may incur additional cancellation or rescheduling fees.

f. Notify Alex Travels within 24 hours of receipt of the Travel Confirmation of any errors in the Travel Confirmation.

g. Obtain any travel, health or other insurance Customer may desire or need. If client opts to not purchase travel insurance, customer will confirm this in writing prior to departure and incur any fees associated with cancellations.

h. Sign or have signed by all participants a liability waiver.

i. Comply with the laws, customs, foreign exchange and drug regulation of all destinations visited.

j. Confirm that every participant listed in the Travel Confirmation is able to travel.

4. Customer's Acts or Omissions. If Alex Travels's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Alex Travels shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Travel Changes and Cancellations.

a. If Customer wishes to change the scope or performance of the Services, they shall submit details of the requested change to the other party in writing. Alex Travels shall, within a reasonable time after such request, provide a written estimate to Customer of:

i. The likely time required to implement the change;

ii. any necessary variations to the fees and other charges for the Services arising from the change;

iii. the likely effect of the change on the Services; and

iv. any other impact the change might have on the performance of this Agreement.

b. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Travel Change"). Neither party shall be bound by any Travel Change unless mutually agreed upon in writing in accordance with Section 21.

c. Alex Travels may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Travel Confirmation.

d. All cancellations must be advised in writing via email. At the time of booking your Travel Advisor will advise you of the cancellation policy of your hotel and/or program. If a cancellation policy has not been provided to you, you are to assume the booking is non-refundable. Cancellation policies vary and are implemented by the supplier. Please verify with your Travel Advisor if you have any questions on the cancellation policy.

6. Fees and Expenses; Payment Terms; Interest on Late Payments.

a. In consideration of the provision of the Services by Alex Travels and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Travel Confirmation as well as any additional non-refundable fees incurred pursuant to Section 6(b). Customer acknowledges there may be additional sums charged by Alex Travels to offset any additional costs imposed by a Supplier or governmental entity, including but not limited to, increased fees, fuel surcharges, taxes, fluctuations in foreign exchange markets or any combination thereof. Customer hereby consents to any post-purchase price increases and authorizes Alex Travels to charge Customer's credit card for such additional amounts.

b. Alex Travels charges non-refundable fees for some specific travel planning services including but not limited to:

i. Travel planning and management fee;

ii. a minimum of \$150 ticketing fee per person for all flights (per person airline ticket);

iii. Cancellation Fees: Note that deposit and balance terms may vary in some situations based on supplier terms. We will advise on any significant changes during the enquiry process.

A. \$150 per hotel cancellation within 30 days of arrival

B. \$250 per person, cancellation fee for a custom trip that has been deposited but not paid in full

C. \$500 per person, cancellation fee for a custom trip that has been paid in full, including cancellations made while in travel.

D. \$100 per person, cancellation or change fee for flights (per person per airline ticket)

Complimentary, when client specifies which hotel or cruise	• Hotel Booking • Cruise Booking
\$250	Hotel research, quotes, booking Cruise research, quotes, booking Villa research, quotes, booking
\$500	Custom itinerary Includes proposal and booking of hotels, rental car, guides, activities, transfers
\$250	Concierge fee for any dining reservations, tee times, theater tickets, spa appointments
Air	We do not personally book air, however, we do work with an affiliate who can book First or Business Class airfare.

v. Change fee based on changes requested.

vi. All travel proposals are created as a complete itinerary and line-item pricing breakdown will not be provided. If a client would like to book services only (no accommodations) a flat fee will be added to the total cost of the trip. The amount will be determined based on the complexity of the trip.

vii. Line item breakdown is not possible on price quotes.

viii. Please note, in some cases it will not be possible to accrue hotel or other travel supplier loyalty points and airline loyalty miles on some bookings.

c. Customer shall be solely responsible for all fees incurred due to foreign currency exchanges or fees charged by Customer's credit card or banking institution in connection with any foreign currency transactions. Any foreign currency exchange rates provided by Alex Travels to Customer are estimates only and are subject to change.

d. Customer shall pay all invoiced amounts due to Alex Travels sixty (60) days prior to the date of travel. Customer shall make all payments hereunder in US dollars by credit card. Credit card transactions are subject to any applicable credit processing fees.

e. No tickets or documents for trips requiring travel will be released to the Client until final payment is received.

f. In the event payments are not received by Alex Travels after becoming due, Alex Travels may:

i. Cancel all or part of the travel bookings and retain any deposit paid;

ii. charge interest on any such unpaid amounts at a rate of 1% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and

iii. suspend performance for all Services until payment has been made in full.

7. Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

8. Intellectual Property and Photography.

a. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Alex Travels in the course of performing the Services, including any items identified as such in the Travel Confirmation (collectively, the "Deliverables") except for any Confidential Information of Customer or Customer materials, shall be owned by Alex Travels. Alex Travels hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

b. Customer grants Alex Travels a license to use for publicity or promotional purposes all video and photography of Customer obtained while Customer participates in travel or activity

booked by Alex Travels free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis

9. Confidential Information.

a. All non-public, confidential or proprietary information of either Party, including, but not limited to, personal information, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by a Party to the other Party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of Alex Travels. Confidential Information does not include information that is:

- i. in the public domain;
- ii. known to Customer at the time of disclosure; or
- iii. rightfully obtained by Customer on a non-confidential basis from a third party.

b. Notwithstanding Section 9(a) above, Customer understands that Alex Travels may need to disclose Customer's personal information (such as name, address, special needs, health conditions, and dietary requirements) to its Suppliers to book the requested travel. Alex Travels shall use its best efforts to protect the confidentiality of such information and will only transmit required information. In no case shall Alex Travels be responsible for the misuse of Confidential Information by a Supplier.

10. Representation and Warranty.

a. Alex Travels represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

b. The Alex Travels shall not be liable for a breach of the warranty set forth in Section 10(a) unless Customer gives written notice of the defective Services, reasonably described, to Alex Travels within 24 hours of the time when Customer discovers or ought to have discovered that the Services were defective.

c. Subject to Section 10(b), Alex Travels shall, in its sole discretion, either:

- i. repair or re-perform such Services; or
- ii. credit or refund the price of such Services less any non-refundable amounts paid by Alex Travels to any suppliers on behalf of Customer.

d. The remedies set forth in Section 10(c) shall be the customer's sole and exclusive remedy and Alex Travels's entire liability for any breach of the limited warranty set forth in Section 10(a).

11. Disclaimer of Warranties. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 10(a) ABOVE, ALEX TRAVELS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

12. Limitation of Liability

a. IN NO EVENT SHALL ALEX TRAVELS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ALEX TRAVELS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. ALEX TRAVELS SHALL NOT BE RESPONSIBLE FOR THE ACTS, OMISSIONS, OR ERRORS OF ANY SUPPLIERS OR DESTINATION PARTNERS (OR THEIR CONTRACTORS OR SUBCONTRACTORS) OR FOR THEIR FAILURE TO PROVIDE SERVICES, ADHERE TO THEIR OWN SCHEDULES, OR HONOR THEIR CONTRACTS WITH CUSTOMER.

b. IN NO EVENT SHALL ALEX TRAVELS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO ALEX TRAVELS PURSUANT TO THE APPLICABLE TRAVEL CONFIRMATION MINUS ANY AMOUNTS PAID BY ALEX TRAVELS TO ANY SUPPLIERS ON BEHALF OF CUSTOMER.

13. Termination. In addition to any remedies that may be provided under this Agreement, Alex Travels may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:

a. fails to pay any amount when due under this Agreement; or

b. has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part.

14. Insurance. Customer shall, at its own expense, obtain, maintain and carry any travel, health, general liability or other insurance they deem necessary for the travel contemplated by this Agreement. Alex Travels will confirm in writing with Customer whether travel insurance has been purchased prior to the initial departure date of travel.

16. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Alex Travels. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

17. Force Majeure. No party shall be liable or responsible to the other party, 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 (except for any obligations of Customer to make payments to Alex Travels hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophes such as pandemics or epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 5 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects

of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 5 consecutive days following written notice given by it under this Section 16, either party may thereafter terminate this Agreement upon 5 days' written notice.

18. ARBITRATION. In the event a dispute of any kind arises out of, in connection with, or relating to this agreement or the Travel Confirmation (including any dispute concerning its construction, performance or breach), the parties agree to submit the dispute to arbitration for final resolution. The Parties agree to attempt to resolve the dispute informally for at least 30 days before proceeding to arbitration. All documents, discovery and other information related to any such dispute, and the attempts to resolve or arbitrate such dispute, will be kept confidential to the fullest extent possible. If a dispute arises, any party to the dispute will give written notice to each other party. After notice has been given, the parties in good faith will attempt to negotiate a resolution of the dispute. If, within 45 days after the notice has been given, a dispute is not resolved through negotiation or mediation, the dispute will be arbitrated and submitted to JAMS, and in accordance with the commercial arbitration rules of JAMS. Any such controversy or claim will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted using the JAMS service, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The parties further expressly agree that if a dispute arises regarding the applicability of arbitration under this clause, then the issue of whether this dispute is subject to arbitration will also be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and not by a court of law. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs in the arbitration. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to recovery of reasonable attorneys' fees in any court proceeding relating to this agreement to arbitrate or the enforcement or collection of any award or judgment rendered under this Agreement.

19. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Travel Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) [or email] or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

20. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

All persons wishing to book a trip or journey have carefully read and understand the Travel Booking Terms and Conditions. By taking the step to engage with Alex Travels, you accept on behalf of yourself and all those named on the registration, including minor(s) and/or person(s) under a disability.

First name*

Last name*

Email*

I accept these terms of service. *

ACCEPT
DECLINE