

Terms & Conditions

PLEASE REVIEW THESE TERMS & CONDITIONS CAREFULLY AS THEY CONSTITUTE PART OF THE CONTRACT FOR YOUR TRAVEL PLANNING AND ANY ASSOCIATED SERVICES.

Clients of Exemplary Travel Advisors, LLC and its Affiliated Associate Agents, referred to herein, collectively, as “Agency,” “ETA,” or “ETA Travel,” are subject to the following terms and conditions. The booking passenger(s) (“Client” or “Clients”), by accepting a proposal and making payment to ETA via an Advisor, agree to be bound by the terms and conditions contained in this agreement for travel related services. Clients are any persons utilizing ETA’s services to plan and/or book travel arrangements and/or those persons who are traveling on the same itinerary as the person(s) booking with ETA. It is the sole responsibility of Clients to inform all other parties traveling with Client of the contents of these terms and conditions.

AGENCY/INTERMEDIARY

ETA is an intermediary between our Suppliers and the public. A “Supplier” is any business ETA or its Affiliated Advisors works with to secure any service related to the Client’s travel plans. Suppliers include but are not limited to hotels, airlines, tour operators, cruise lines, and car services. ETA does not own or operate any hotels, shore excursions, tours, transportation providers, cruise lines, vessels, airlines, travel protection companies, attractions, or other travel-related Suppliers who provide goods or services for the Client’s trip. Client acknowledges and agrees that ETA shall not be responsible for any loss, damage, delay, inconvenience or injury to Client or group members as a result of a breach of contract, act or omission whether willful or negligent, criminal or otherwise of any person other than ETA or its direct employees, including but not limited to these Suppliers, their employees, agents, servants, or representatives.

Suppliers reserve the right to deviate from the direct, customary and/or scheduled route or itinerary for any reason, without limitation and without notice. Client acknowledges and agrees that ETA is not responsible for

Supplier deviations, delays, cancellations, mandated overnight stays, missed connections or any other condition beyond its control. ETA is not liable for any loss due to Client's gambling and is not responsible for any purchases made while on the trip or purchases and arrangements made through any provider where ETA is not the intermediary.

CLIENT HEALTH & PHYSICAL ABILITY

ETA recommends that all Clients be in good physical and mental health and have medical approval to travel. Any physical disabilities **must** be reported to ETA at the time of reservation upon initial booking so ETA can contact the Suppliers to investigate amenities and/or special accommodations offered. Client is required to provide his or her own personal or individually prescribed devices such as wheelchairs, walkers, or similar devices, though ETA may be able to assist with the rental of such devices depending on the circumstance. If more than minor assistance is needed, Suppliers may require that the Client be accompanied by a companion who is capable of, and responsible for, providing assistance during the trip. Suppliers often reserve the right to reject Clients whose mental or physical condition may interfere with the itinerary. Client acknowledges and agrees that ETA shall be held harmless for any and all claims relating to Supplier rejection relating to mental or physical condition.

SUPPLIER QUALITY

While ETA prides itself on working with high-quality Suppliers, no undertaking, guarantee or warranty is given or shall be implied as to the fitness or condition of the Supplier's accommodations, transportation, or any food, drink, medicine, or provisions supplied. Client acknowledges and agrees that ETA shall not be responsible for refunding, either fully or partially, any amounts paid due to unsatisfactory services from any supplier. In no event shall ETA be liable for any accident which occurs in hotels, in resorts, on airplanes/in airports, on buses/in bus stations, on trains/in train stations, on board a cruise ship, on tenders, on shore excursions, or during any mode of transportation encountered during the trip, resulting from equipment or any other cause. The Client admits a full understanding of the nature and character of the mode of

transport and assumes all risks of travel, transportation and handling of passengers and baggage.

FEES

ETA charges fees for a variety of services depending on the client's desires and needs. Advance planning fees will be charged prior to services being performed if a planning fee is required by ETA or the Affiliated Advisor. Planning fee amounts are dependent on the type of trip being planned and will vary. Any fee amount being charged will be discussed prior to planning commencement. Planning fees remitted by Client to ETA are non refundable once paid to ETA. ETA or its Affiliated Advisors may elect to offer a refund of planning fees to a client based on that client's individual circumstance but are not required to in any event. In addition to planning fees, trips planned and deposited with ETA are subject to modification and cancellation fees as described in "Cancellations, Modifications, Refunds & Penalties by Suppliers & Agency." Fee amounts are subject to change at the discretion of ETA and its Affiliated Advisors.

PAYMENTS

ETA will accept payments according to the restrictions of the travel suppliers the Client has chosen to book with. Client is responsible for remitting all payment authorizations to their Affiliated Advisor and/or the chosen supplier in a timely and appropriate manner. If payments are not authorized or remitted to ETA by the date due indicated on the associated invoice, travel arrangements may be canceled by the travel supplier and Client will be responsible for any and all cancellation fees and penalties.

PRICING

Prices and availability quoted by ETA are not guaranteed unless stated in the invoice. In the case of airfare, pricing and availability may change prior to the full fare being purchased. Pricing and availability may change without notice. Client agrees that ETA is not responsible for any errors or omissions in any

quotes, advertisements, including on our website, resulting in inventory, content, or pricing discrepancies nor is ETA responsible for any errors or omissions that may occur as a result of incorrect information from third parties. Suppliers reserve the right not to honor any published prices that it determines were erroneous due to electronic, printing, or clerical error. Client acknowledges this right and agrees to hold ETA harmless for any actions or damages arising from Supplier pricing.

ETA reserves the right to charge Client for any increase in taxes, fees or surcharges (i.e. fuel). Client acknowledges this right and agrees to pay any such additional taxes, fees, and surcharges.

In the event of a discrepancy in pricing between an invoice created and sent to a client by ETA and a quote generated by a travel supplier for space is being temporarily held on a complimentary basis for Client, the quote generated by the supplier will supersede the invoice created by ETA.

CLIENT INFORMATION

Clients are personally responsible for supplying correct and complete personal information in order for ETA to make their travel arrangements. Information may include, but is not limited to, legal passenger names for all travelers, mailing address, email address, telephone number, date of birth, passport information, dates of travel, desired departure and arrival destinations. Clients/Passengers are also required to immediately review all aspects of any booking made to verify accuracy and notify ETA immediately if any corrections are needed. Clients are solely responsible for any costs incurred to modify their travel arrangements if incorrect information is given to ETA.

TRAVEL DOCUMENTATION REQUIREMENTS

Although the Agents/Advisors at ETA will give information regarding appropriate travel documentation, Client(s) assumes sole responsibility to independently confirm all documentation requirements for all passport, visa, vaccination, or other entry and/or travel requirements of each destination.

Client(s) assumes sole responsibility for, and hereby releases Exemplary Travel Advisors from any claims or responsibility for any and all damages incurred as a result of Clients(s) failure to comply with applicable documentation requirements, including but not limited the requirement that all Clients procure, and have on their person the proper travel documents at all times. Exemplary Travel Advisors recommends the Client(s) consult with the appropriate domestic and foreign governmental agencies for the current document requirements.

TRAVEL INSURANCE

All Clients are strongly recommended to purchase a travel insurance plan in order to protect their investment. ETA and its Affiliated Advisors are authorized to facilitate the purchase of travel insurance policies but are not authorized to advise on the appropriateness or coverages of any particular plan. Clients will need to contact the appropriate insurance company for assistance with plan details or questions regarding coverage. ETA and its Affiliated Advisors are not licensed insurance agents and are limited to advising Clients of the need for travel insurance coverage.

If Client chooses to decline travel protection, Client acknowledges and accepts liability for any cancellation penalties, damages and/or out-of-pocket expenses incurred. Client also acknowledges and accepts responsibility for arranging and paying for any treatment, travel, repatriation and/or other expenses involved in case of a medical emergency while traveling. Please note that if this type of coverage is declined, Client has then waived the right to this important coverage and ETA will note that coverage has been declined in the Client's trip profile.

All requests for service under any insurance policy must be filed directly with the travel insurance provider, in accordance with the policy terms and conditions, which Client is responsible for reviewing upon receipt of their travel protection policy. ETA is not able to give advice with regard to possible cancellations and any associated claims processing. All queries regarding cancellation, penalties, coverage should be directed to your particular travel insurance provider. Please note that the travel insurance provider may not be

allowed to discuss a Client's claim with ETA due to privacy laws (e.g. HIPAA). Accordingly, Client acknowledges that ETA cannot be involved in any aspect of your claim/request for service. Client acknowledges and agrees that ETA has no control over the travel insurance provider or its coverage decisions, and as a result ETA is not responsible for and shall not be liable for policy coverage, claims processing, or the denial of any claims.

CANCELLATIONS, MODIFICATIONS, FEES & PENALTIES

MODIFICATIONS

A modification is any material change to an itinerary after the initial deposit has been made. This includes but is not limited to a change of dates, changes of accommodations (type of location), price modifications, and changes to the destinations. ETA reserves the right to waive modification fees in the event the change will result in an increase in total trip cost. Requests for modification after a confirmation has been issued are subject to availability, increased costs related to the modification, and subject to the payment of any required fees according to the "Cancellation & Modification Fee Schedule." Any requests for modification of an itinerary must be made in writing via email and signed by the Client.

If unforeseen circumstances amounting to 'force majeure' arise, ETA will inform the Client as soon as possible, and, should the change be such that it alters the nature of the trip, ETA will work to give Client the choice of an alternative trip or facilitate a refund in accordance with the chosen travel providers' policies, if a refund is due.

CANCELLATIONS

All cancellations or no-shows are subject to penalties imposed by the supplier and ETA. A copy of these terms will typically be given once Client accepts a proposal and the initial invoice is sent to Client. Please contact your advisor and/or ETA if you did not receive these terms and they will be furnished to you. **By agreeing to book a trip or any component of a trip with a travel**

supplier, Client agrees to be bound by the terms and condition of that supplier in addition to the terms and conditions of ETA.

All booking cancellations, transfers to another Agency, or no-shows are considered cancellations and are subject to the cancellation fees outlined below in the “Cancellation and Modification Fee Schedule.” In the event of a cancellation, any planning fees remitted to ETA will be retained.

Beginning April 26, 2022, cancellation fees shall apply to any and all trips planned with ETA according to the “Cancellation and Modification Fee Schedule” listed below. As of March 7, 2023, the minimum cancellation fee of \$200 per household will apply to any trip booked through Exemplary Travel Advisors. These fees are due regardless of any planning fee paid to ETA. Fees must be paid before cancellation or modification is made to Client’s trip plans. ETA and its Affiliated Agents retain the right to waive any of the fees listed below but are not obligated to waive said fees for any reason.

CANCELLATION AND MODIFICATION FEE SCHEDULE

- Modifications made more than 24 hours after initial deposit - \$50 per modification
- Full Itinerary cancellation - \$200 per household
- Itinerary cancellation and rebooking of same itinerary - \$350 per household
- Contracted groups - refer to contract for details

All cancellations must be submitted via the cancellation form sent to you by the Advisor handling the arrangements and signed by the Client to ETA and/or the Affiliated Advisor handling your trip.

Where a refund or future travel credit is an option, ETA and its Affiliated Agents will do their best to explain the options and advise Client on which choice would work best for their individual situation. **Client acknowledges and agrees that ETA and its Affiliated Agents have no special knowledge of any supplier's financial condition and no liability for recommending either a credit or a refund.** Furthermore, Client agrees that ETA and its

Affiliated Agents have no liability for a supplier's failure to honor future trip credits.

CREDIT CARD “CHARGEBACKS”

Client agrees that by authorizing ETA to act as Client’s agent, Client will not, except in the event of actual fraud, initiate a “chargeback” for travel services purchased on his/her behalf by ETA and/or its Affiliated Advisors in lieu of receiving a refund from the travel supplier. For purposes of these Terms & Conditions, a “chargeback” is a request to reverse payments made through a Client’s credit card provider. Should Client initiate and receive a refund by initiating a chargeback, and said chargeback results in a loss of funds for ETA or its Affiliated Agents, ETA will take action to collect any lost funds and any associated costs related to the chargeback directly from the Client up to and including pursuing a claim in a court of law if remittance is not received within 30 days of request by Agency.

LIMITATION OF LIABILITY

Without limitation, Client assumes the risk of, and agrees that ETA is not liable for any damages arising from or related to any act of God or public enemies, arrest, restraints of any government or rulers of people, piracy, war, revolution, extortion, terrorist activity, threatened or actual rebellion, political upheaval, civil unrest, riots, fire, lockouts, explosion, collision, epidemics and pandemics, weather conditions, dangers incident to the sea, mechanical or construction failures or difficulties, diseases, local laws, abnormal conditions or developments, closure of airports/seaports/hotels/train stations, carrier or supplier logistical problems, computer problems stranding, food or water poisoning, illness, grounding, perils of the sea, rivers, canals, locks or other waters, perils of navigation of any kind, theft, accident to or from machinery, boilers, or latent defects even though existing at commencement of the trip, desertion or revolt of crew, or lost/damaged/delayed luggage.

MODIFICATION OF TERMS AND CONDITIONS

These Terms and Conditions may be amended or modified by ETA at any time without notice. It is essential that Clients consult the Terms and Conditions prior to making each booking to ensure what provisions are in operation in case they have changed since the last time a trip was planned and booked by ETA.

The failure of ETA to act with respect to a breach of these Terms and Conditions by Client, or others, does not waive its right to act with respect to subsequent or similar breaches. ETA does not guarantee it will take action against all breaches of these Terms and Conditions.

SEVERABILITY

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

HEADINGS

Headings are for reference purposes only and do not limit the scope or extent of such sections.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.