

## TERMS AND CONDITIONS

These Terms and Conditions (“Terms”) are:

**BETWEEN:** Carefully Planned Travel, LLC (“Agency,” “our,” “us,” or “we”)

**AND:** You (“you,” “your,” “yourself,” or “Traveler”)

(each a “Party” and, together, the “Parties”).

The Parties agree as set out below.

These Terms: (1) become effective upon the earlier of: (a) your written, digital, or electronic signature; or (b) your submission to us of any payment or payment authorization for Travel Services; (2) will be renewed each time you submit to us any payment or payment authorization for Travel Services; (3) will terminate upon the earlier of: (a) completion of your Trip; or (b) either Party’s written notice of termination to the other Party; (4) are subject to change at any time, without prior notice.

The effective version of these Terms is located at <https://app.travelindustrysolutions.com/th/tc/1543/>.

### DEFINITIONS

“**Booking**” means a reservation made by Agency regarding your Trip.

“**Supplier**” means a party who provides Travel Services to Travelers.

“**Traveler**” means you and each traveler on the same Booking.

“**Travel Services**” means travel products and services provided to Travelers by Suppliers, including air, land, or water transportation, lodging, auto rentals, tours, excursions, entertainment, food and drink services, and similar products and services.

“**Trip**” means the composite of all Travel Services, for which Agency makes Bookings.

“**Trip Plan**” means the documentation we provide to you with details and pricing regarding your Trip.

### TRAVELERS

You will: (1) carefully read and understand these Terms, your Trip Plan, and all correspondence between you and us regarding your Trip; (2) contact us to arrange your

Trip Plan sufficiently prior to travel dates to ensure availability, avoid late-Booking fees, and avoid fare increases; (3) confirm your written acceptance of your Trip Plan; (4) make all deposits and payments per the schedules and dates set out in your Trip Plan; (5) review, remain aware, and remain updated regarding travel warnings relating to your Trip by accessing the U.S. governmental travel advisory sites set out in these Terms; and (6) fully comply with the obligations to which you agree in these Terms.

You warrant that you are 18 years of age or older and have authority to sign and accept these Terms on behalf of all minor and adult Travelers on the same Booking who reside in your household.

If you do not understand any part of these Terms, please contact us in writing as soon as possible.

## **SUPPLIERS**

Suppliers are independent of Agency, managed separately, who provide Travel Services to you. Suppliers are not subject to Agency's control—they are not employees, agents, representatives, or affiliates of Agency. Agency is not responsible for any Supplier's breach of contract, failure to comply with any laws, or willful or negligent acts, errors, or omissions, which may result in delays, inconvenience, damage, loss, costs, injury, or death to Travelers or companions.

Suppliers operate under their own terms, conditions, which are separate from these Terms. All documentation, receipts, confirmations, and tickets issued are subject to the terms and conditions specified by each Supplier. Your travel documentation identifies each Supplier responsible for providing your Travel Services. By paying for Travel Services, you consent to the use of those Suppliers.

Please read Supplier terms and conditions carefully—you are responsible for understanding and complying with the terms imposed by each Supplier, including: (1) payment of all amounts when due; and (2) rules and restrictions regarding the availability and use of Travel Services.

You understand that any violation of Supplier terms may result in denied access to Travel Services, cancellation of reservations, and forfeiture of any amounts paid by you. If such violation results in costs to Agency, you agree to promptly reimburse Agency for all such costs. Suppliers may require you to sign a liability waiver prior to participating in their Travel Services.

If a Supplier declares bankruptcy, it may not be obligated to transport you or to provide refunds. Following bankruptcy, Suppliers may continue to provide all or some Travel Services or they may stop operations. In such case, other Suppliers may, but are not

required to, provide alternative travel services to you. Agency is not permitted to provide refunds to you for Suppliers who have declared bankruptcy. Agency has no special knowledge about the financial condition of any Supplier.

Agency has no liability for recommending a Trip credit or a refund. All Supplier promotions, incentives, prices, and offers are subject to Supplier availability, which may change at any time without notice.

## **TRAVEL RISK & INSURANCE**

You understand and accept the inherent risks of choosing to travel. We recommend that you purchase comprehensive travel insurance to cover each Traveler. If you have not received a travel insurance quote from us, please request one as soon as possible.

If you decline to purchase travel insurance, you assume all risk and financial responsibility relating to your Trip, including: (1) travel changes, interruptions, or cancellations; (2) baggage delays or loss; (3) travel supplier defaults; (4) medical costs; (5) accidents and emergencies; and (6) any other loss, cost, injury, or death that may arise.

Travel insurance covers matters expressly included in each policy. You understand that insurance policies may exclude coverage relating to certain matters, including: (1) pre-existing medical conditions; (2) trip interruptions relating to any pandemic or epidemic; and (3) risk locations and activities. You hold us harmless if an insurance provider denies any of your claims for any reason.

This clause will survive termination of these Terms.

## **PERSONAL INFORMATION**

You understand that, as part of Booking any Travel Services, your personal information may be conveyed to Agency, Suppliers, and other third-party providers to accommodate your travel, and you consent to the use of your personal information by these parties. Such personal information may include birth dates, passport numbers, travel dates, occupation, frequent flyer information, bank accounts, credit cards, and other information needed to secure travel arrangements.

Agency has no liability regarding: (1) the distribution of your information to any Supplier or other third party, including any CRM or other technology platform outside our control; or (2) any third party's failure to protect your personal information. You authorize Agency to keep your personal information for as long as needed to provide Bookings and for a reasonable period thereafter for Agency's legal or business purposes.

## **PRICING & INCLUSIONS**

Quoted prices are based on the precise inclusions we provide to you in the Trip Plan.

Unless specifically itemized on the Trip Plan, prices do not include other travel costs, fees, or taxes, including: (1) airports, ports, stations, security, agriculture, customs, immigration, visas, passports, or any other government-imposed fees or taxes; or (2) meals, beverages, alcohol, minibars, entertainment, seat assignments, upgrades, excursions, hospitality, gratuities, copies, telecommunications, energy, laundry, cleaning, bedding, parking, valet, insurance, taxis, transfers, portage, departures, travel segments, health, medical treatment or tests, vaccinations, pharmaceuticals, or any other personal charges.

All Supplier prices and availability are subject to change without prior notice until you make full payment of deposits and other amounts due, as agreed in your Trip Plan. However, even following your full payment, you agree to pay additional fees that may arise for variable matters beyond our control, including fuel and other surcharges.

Agency has no responsibility for: (1) transparency, disclosure by any third party regarding its pricing; (2) price changes or variable fees; (3) currency exchange fluctuations; or (4) charges relating to foreign-currency transactions.

We reserve the right at any time for any reason to correct errors or omissions regarding prices, to re-invoice you at corrected prices, or to take any other corrective measures regarding your Bookings.

## **PAYMENT**

You agree to make full payment of deposits and other amounts due as agreed in your Trip Plan. If you do not make full payment of any deposit or other amount by its due date: (1) Suppliers may impose price increases, fees, or penalties; (2) Suppliers may cancel your Bookings in whole or part; (3) Agency may cancel your Bookings in whole or part; and (4) your previous deposits and other amounts paid may be **NON-REFUNDABLE** under Supplier terms. You are solely responsible, and Agency has no responsibility or liability, for consequences relating to your late or non-payment.

If you request re-Booking, Agency will assist you with obtaining any refunds due to re-Booking Trips (e.g., using future cruise credits). However, Agency may, in its discretion, charge a **NON-REFUNDABLE** fee for re-Bookings.

Unless Agency provides to you prior written consent: (1) we are not the “merchant of record” (as defined by the U.S. Department of Transportation) regarding your Travel Services; (2) we do not take possession of amounts you pay to Suppliers for Travel Services; and (3) we are not responsible for any refunds payable to you by Suppliers.

Your payments in currency other than U.S. Dollars will be converted at then-current exchange rates. Agency payments to Suppliers will be converted at then-current exchange rates between U.S. Dollars and the currency in Supplier's country.

### **CREDIT & DEBIT CARDS**

By submitting your credit or debit card ("Card") to us, you confirm that: (1) you are an authorized user of that Card; (2) you authorize us, or our agents, to charge your Card for payments on due dates agreed in your Trip Plan; and (3) you authorize us, or our agents, to credit to your Card any amounts charged in error.

You are responsible for all costs, including costs of recovery, relating to the following: (1) if you provide to us an incorrect Card number; (2) if our valid charges to your Card are declined; (3) if your Card has insufficient funds on payment dates agreed in your Trip Plan; and (4) if your Card account is closed or expires before you pay all amounts agreed in your Trip Plan.

In any such event, you agree we have a right to suspend or cancel any Booking, and we have no obligation to refund amounts paid by you if we suspend or cancel any Booking.

### **CHARGEBACKS**

You agree not to initiate, and you waive any right to pursue, any credit- or debit-card chargeback, reverse-charge, refund, or recollection (collectively, "Chargeback") for any reason, including delay, cancellation, refusal of entry, exit, or transit, force majeure event, Food Allergies, provision or non-provision of Travel Services, Supplier price changes, fees, or penalties, or any other matter relating to your Trip, except in the case of fraud. Even in the case of fraud, before initiating any Chargeback, you agree to first address the matter directly with us in writing to give us a reasonable time to investigate the matter and respond to you.

If you initiate a Chargeback relating to any amount we validly charge to your Card without our prior written authorization, you agree to pay us for all fees and costs, including attorney's fees and legal expenses, we incur to dispute and respond to that Chargeback.

This clause will survive termination of these Terms.

### **CHANGES, CANCELLATIONS, REFUNDS**

You agree to comply with Supplier terms relating to change or cancellation of Bookings. Supplier terms may not allow refunds if you change, cancel, partially use, or do not use Travel Services for any reason, including actual, threatened, or fear of potential health

matters, pandemics, epidemics, weather conditions, terrorism, political unrest, or similar circumstances.

If you change or cancel a Booking, you may be subject to: Supplier fees, charges, or penalties.

If you have any claim for refund or adjustment regarding your travel, you will deliver it to Agency in writing, including full details and documentation regarding the background, rationale, and proof of payment.

This clause will survive termination of these Terms.

## **NO SHOWS**

Failure to travel or show up for any Booking is considered a “no show.” No show penalties will equal amounts up to the entire cost of travel, subject to terms and condition of Suppliers and Agency.

## **ACCOMMODATIONS**

Hotel accommodation is subject to availability at the time of reservation. Some hotels require **NON-REFUNDABLE** and **NON-TRANSFERABLE** deposits to guarantee a Booking. In such cases, Agency will notify you regarding the **NON-REFUNDABLE** pre-payment for that portion of your travel. Amenities including air conditioning, elevators, bed size, connecting or adjacent rooms, handicap accessibility, restaurants, bars, fitness facilities, pools, and spas are not guaranteed at all properties and are not guaranteed to be operational or available during your stay. Refunds regarding amenities are the responsibility of the hotel.

## **AIR TRAVEL**

Suppliers may require tickets to be paid in full at the time of Booking. Airline tickets, once purchased, may be **NON-REFUNDABLE** and **NON-TRANSFERABLE**, subject to Supplier terms and conditions. Most airlines consider a name-change to be a cancellation. Domestic flight requirements may differ from international flight requirements.

Seat assignments are based on availability at the time of selection and payment. Airlines may change seat assignments and aircraft or address other operational matters at any time. Agency cannot guarantee seats in specific locations or next to each other. Airline seat assignments, baggage, carry-ons, meals, drinks, and other services may be subject to additional fees. You are responsible for: (1) confirming in advance airline rules and availability of such services and baggage allowances; and (2) paying all related fees.

Agency is not responsible for any: (1) fees imposed by airlines for services; (2) changes to seat assignments after selection and payment; (3) loss, injury, accident, error, or omission that may occur, including schedule changes, delays, cancellations, and expenses due to weather conditions, airline operations, or equipment repair or failure; or (4) other matters beyond Agency's control. You agree to comply with safety guidelines of all airlines and hold Agency harmless from any liability due to airline rules and operations.

## **TRAVELER CONDUCT**

You are responsible for: (1) any damage or loss caused by your acts, errors, or omissions; and (2) full payment for any such damage or loss directly to Agency or any third party.

Agency is not responsible for any costs relating to: (1) Traveler conduct; or (2) Traveler removal from any Travel Services, in whole or part, whether based on Traveler negligence, willful misconduct, or otherwise. You agree not to hold Agency, its owners, directors, employees, agents, or representatives accountable for any claims arising from Traveler acts, errors, or omissions.

Any Authorized Party may, in its discretion, refuse you any Travel Service, require you to leave any Travel Service, or require you to disembark any mode of transportation if the Authorized Party reasonably believes: (1) you are a danger to yourself or any other participant; (2) you have engaged in, are engaged in, or are threatening to engage in behavior that is socially disruptive, verbally abusive, physically abusive, obnoxious, harassing, discriminatory, obscene, or any other behavior that may adversely affect the safety, security, comfort, enjoyment, or well-being of any other participant, any Authorized Party, or any third party; or (3) you do not follow any rule, procedure, or instruction of an Authorized Party.

If you are subject to any such determination of an Authorized Party: (1) you may be left at any location, city, port, or place any mode of transport stops; (2) you will be solely responsible for all costs relating to your subsequent subsistence, accommodation, and transportation; (3) you will forego any right to any refund, in whole or part, of any fees paid by you for any Travel Services; and (4) no Authorized Party will have any direct or indirect liability of any kind relating to Traveler acts, errors, or omissions.

"Authorized Party" means Agency or any Supplier, including its owners, directors, employees, agents, and representatives, who provides to you Travel Services or related goods or services, including any ship operator, ship captain, tour operator, tour director, group leader, or crew member.

## **DISABILITIES & SPECIAL NEEDS**

If you have disabilities or special needs that may require non-emergency special services, additional support, or disability accommodations, please advise Agency in advance of Booking.

Airlines and other Suppliers may impose charges for additional baggage and may have size restrictions for wheelchairs they can accommodate. If you are unable to use your own wheelchairs, mobility devices, or other medical equipment or devices, rentals may be available, potentially subject to additional charges. If you travel with a service or emotional support animal, Suppliers may require advance arrangements and documentation regarding the animal's health, training, and related factors.

Countries outside the United States and Canada often apply different laws, rules, regulations, standards, and accommodations for persons with disabilities or special needs. Travel destinations may have limited medical facilities, limited availability of prescription medications, and limited means to accommodate your disability or special needs. Please consult your health provider prior to planning or Booking your travel.

Agency will make all reasonable efforts to request assistance or arrange for appropriate services or equipment regarding Traveler disabilities or special needs. However, Agency is not responsible for the failure of Suppliers to meet Traveler needs and expectations.

## **FOOD ALLERGIES**

If you have food allergies or any similar conditions that may cause you harm during your travel ("Food Allergies"), please advise Agency in advance of Booking. If any Traveler has Food Allergies, each such Traveler: (1) acknowledges the possibility of an elevated risk of reactions, delays, or disruption during travel; and (2) has sole responsibility for his or her Food Allergies and for performing all due diligence relating to such Food Allergies prior to, during, and following travel.

## **RISK ACTIVITY**

If you engage in any activity that may involve any risk of harm to your own or another person's health or well-being, damage to property, or costs relating to such activity (collectively, "Risk Activity"), you are solely responsible for your decision to engage in, and your involvement with, such Risk Activity. You assume all risks, costs, losses, liabilities, and claims relating to any Risk Activity. You will not pursue any claim against Agency, and you release Agency from all liabilities, relating to any Risk Activity.

Risk Activity includes any activity, or travel to any location, which can reasonably be regarded as inherently dangerous, hazardous, or otherwise having the potential to result in: (1) the damage to or loss of any property; or (2) the injury, disability, illness, or death of any person.



## **ILLNESS & INJURY**

If you become ill or injured during a Trip, you will bear all responsibility for your well-being and treatment, if required. In such case, you will be responsible for all costs, planning, and logistics regarding alternative travel arrangements. You will not cause a delay or interruption regarding any Trip or otherwise burden other Travelers. You release Agency, Suppliers, and other Travelers from any liability relating to your illness, injury, missed flights or connections, travel delays, or unused Bookings.

## **BAGGAGE & PERSONAL ITEMS**

You are solely responsible at all times for your baggage, personal items, and travel documents. Agency is not responsible for any damage, loss, delays, or other matters relating to your baggage, personal items, and travel documents.

## **PASSPORTS, VISAS, MEDICAL DOCUMENTATION**

You are responsible for: (1) determining in advance all documents needed to enter, exit, or transit any jurisdiction, including passports, visas, and medical and other required documentation; (2) acquiring all such documentation; (3) ensuring all such documentation is current and in your possession; and (4) remaining familiar with and understanding the rules governing travel in each jurisdiction on your itinerary.

Agency is not responsible for: (1) your failure to update or possess passports, visas, or medical or other documentation that may be required to enter, exit, or transit any jurisdiction; or (2) determining the validity of your passport, visa, or medical or other documentation required by any jurisdiction.

**NO REFUND** will be issued for any costs or losses incurred as a result of Traveler's failure to obtain or possess any passport, visa, or medical or other documentation required by Agency or any third party. Refusal of entry, exit, or transit by any third party will not be a justification for cancellation or refund regarding Travel Services.

All U.S. citizens traveling to or from any international destination must have a valid passport, which must be valid for at least six months beyond Traveler's date of return. Minor Travelers (age 17 and under) traveling without an adult, with a single parent, or with a non-parent adult may be required to carry additional authorizations and documentation. Travelers are responsible for, and Agency has no responsibility relating to, such authorizations or documentation.

## **TRAVELER IDENTIFICATION & PROOF OF CITIZENSHIP**

The Transportation Security Administration (TSA) requires all airline passengers to provide: (1) Secure Flight Passenger Data (SFPD); (2) full name as it appears on government-issued identification; (3) date of birth; (4) gender; and (5) redress number (if available). The names of Travelers on all reservations and travel documents must match the name as it appears on that Traveler's government-issued identification. Traveler is responsible for any fees and expenses that may be incurred due to an incorrect name or the denial of travel resulting from incorrect or non-matching information. Updated information regarding security measures and air travel requirements are available at <https://www.tsa.gov/>. We strongly recommend that Travelers review this website well before travel.

## **CRIMINAL RECORDS**

Jurisdictions may restrict entry for persons with criminal records. You are responsible for understanding all destination entry laws and for knowing if you or anyone in your party has a criminal record. Agency does not inquire into Traveler criminal records in the interests of privacy.

## **PANDEMICS, EPIDEMICS, AND TRAVEL ADVISORIES**

You are solely responsible for being aware of any compliance with any restrictions relating to pandemics, epidemics, and other travel advisories. You warrant that you have reviewed, understand, and will continually check U.S. Center for Disease Control ("CDC") and U.S. Department of State travel advisories, notices, warnings, restrictions, and rules, including those regarding pandemics, epidemics, and other health threats, which can be navigated via the following links: (1) CDC <https://www.cdc.gov/>; (2) U.S. Department of State <https://www.state.gov/>. Government notices and policies may change before your travel, during your travel, and after you return from travel.

You are aware that certain countries, including the United States, may require testing and quarantine upon entering the country, as well as testing and quarantine upon returning to the United States or your country of residence. You understand destination countries may have limited availability of tests required for return to the United States. Screening procedures and restrictions may take place at airports and in public areas. Restrictions may include mandatory face coverings and temperature checks in airports, hotels, cruise ships, trains, or other means of transport. If you fail to comply with current regulations or provide any required testing results or documentation, you may be denied boarding, entry, or return to the United States or your country of residence.

## **RESTRICTED PRODUCTS & MATERIALS**

You are responsible for knowing, understanding, and complying with applicable laws in each jurisdiction in which you travel or transit regarding possession and use of: (1) restricted or illegal products and materials, including: (a) animals and animal products; (b)

plants, fruits, vegetables, and soil; (c) cultural artifacts; (d) alcohol; (e) tobacco and vapes; (f) firearms and ammunition; (g) knives and cutting instruments; (h) weapons; (i) flammables and explosives; and (j) any other products or materials that may be restricted or illegal from time to time; and (2) drugs, substances, and paraphernalia, including prescription, over-the-counter, and other products and materials, which may be restricted or illegal in some jurisdictions but unrestricted and legal in others (“Drugs”). Possession or use of Drugs may result in: (1) immediate termination of Travel Services; and (2) detainment, prosecution, and incarceration by any government authority. Local laws may require you to carry evidence of medical prescriptions from a qualified physician.

## **HAZARDOUS MATERIALS**

You are responsible for: (1) knowing, understanding, and complying with all applicable laws in each jurisdiction in which you travel or transit regarding hazardous materials and insecticides; and (2) confirming with your airline or other travel provider regarding your itinerary and applicable rules. All air passengers are prohibited by federal law from bringing hazardous materials aboard aircraft in their baggage or on their person. Violations can result in up to 10 years of imprisonment and significant fines under 49 U.S.C. 5124 (see <https://www.govinfo.gov/>). Examples include explosives, compressed gases, flammable fluids and solids, oxidizers, poisons, corrosives, radioactive materials, paints, lighter fluid, fireworks, tear gases, oxygen bottles, lithium batteries, and radiopharmaceuticals. Special exceptions apply for small quantities of medical and toilet articles carried in your baggage and on your person. Restrictions on hazardous materials are listed at: <https://www.tsa.gov/>. Some foreign airports require treatment of passenger cabins with insecticides prior to or during flights. The U.S. Department of Transportation lists such requirements at: <https://www.transportation.gov/>.

## **LIMITATION OF LIABILITY**

We arrange Travel Services, which are provided and controlled by Suppliers who are separate from and independent of us. We have no management or control over Suppliers, including their staff, representatives, facilities, equipment, products, or services.

Suppliers have sole responsibility and liability to you for their respective Travel Services. We have no responsibility or liability to you, and we make no representation or warranty, express or implied, regarding the value, quality, suitability, safety, or provision of Travel Services.

We have no liability to you for any claim of damage or loss arising from any act or omission, negligent or willful, of any Supplier, Traveler, or other third party, including: (1) any damage to or loss of property; (2) any physical, emotional, or mental injury or death; (3) any cost, inconvenience, disruption, or delay; (4) any cancellation, bankruptcy, or cessation of operations; and (5) any misrepresentation or criminal act.

We have no liability to you for any indirect, incidental, consequential, punitive, special, or exemplary damages under contract, tort, or other theory of liability, even if we become aware of the possibility of such damages. If any decision-making authority awards you damages against us in law or equity, such damages will be limited to the total commissions we collect for making your Bookings.

Neither Party will bring any legal action against the other Party as any part of a class, group, representative, or private attorney general action. Our entire liabilities are as stated in these Terms. All other representations and warranties—express or implied, by statute, law, or otherwise—are excluded.

This clause will survive termination of these Terms.

## **INDEMNITY**

You, on behalf of yourself and all minor and adult Travelers on the same Booking who reside in your household (each an “Indemnifying Party”), agree to indemnify and hold harmless Agency and its owners, directors, employees, contractors, agents, representatives, advisors, and successors and assigns from all claims, damages, and costs, including attorney’s fees and legal costs, arising from any: (1) breach of these Terms by an Indemnifying Party; or (2) act or omission, negligent or willful, by an Indemnifying Party. This clause will survive termination of these Terms.

## **FORCE MAJEURE**

No failure or delay in the performance of any obligation under these Terms will be a breach if such failure or delay arises from a force majeure or any cause beyond the reasonable and foreseeable control of Agency. Force majeure includes acts of God, floods, weather conditions, fires, explosions, accidents, war or threats of war (declared or undeclared), acts of terrorism, sabotage, insurrection, riots, strikes, or civil disobedience, pandemics, epidemics, quarantines, and government interventions.

Agency is not liable to you and will not provide any refunds caused by delay or non-performance under these Terms if such delay is due to any force majeure. If Agency or any Supplier is affected by a force majeure, it may, in its discretion, vary or cancel any itinerary or arrangement in relation to your travel without notice. In such case, you will remain responsible, financially and otherwise, for all alternative travel arrangements.

## **GENERAL**

Amendments. These Terms may be amended only in writing by Agency.

Assignment. You may not assign any right or obligation under these Terms without Agency's prior written consent, which will not be unreasonably withheld or delayed.

Waiver. No forbearance or delay in enforcing these Terms will prejudice or restrict any rights of you or Agency. No waiver of a right will operate as a waiver of any subsequent right. No right is exclusive of any other right, and each right is cumulative.

Severability. If any part of these Terms is found unenforceable, that part will be enforced to the fullest extent permitted by law and the remainder of these Terms will remain fully in force.

Relationship of Parties. These Terms do not create an agent relationship, partnership, joint venture, or employment relationship between or among the Parties. You have no authority to bind Agency or incur any obligation on Agency's behalf.

Discretion. While each Party acknowledges its duty of good faith and fair dealing, a Party's discretion means it may consider its own interests without considering the effect of its decision on the other Party.

Notices. Notices under these Terms will be in writing and deemed given when sent receipt confirmed to the receiving Party's email or other address provided under these Terms for purposes of notice.

Acceptance. You may confirm acceptance of these Terms in writing, digitally, or electronically, including by clickwrap, sign-in-wrap, or other active or passive electronic confirmation. Any counterparts created will constitute a single original document.

Conflicts. If any conflict arises between Supplier terms and these Terms or travel documents prepared by Agency, the Supplier terms will control. If any conflict arises between these Terms and travel documents prepared by Agency, the latter will control.

Interpretation. The Parties intend that: (1) headings will not be used to interpret these Terms; (2) the words "include" and "including" are without limitation; (3) no text will be construed against either Party as author; and (4) all text is conspicuous.

Termination. Upon termination of these Terms, each Party's rights and obligations will cease immediately, but termination will not affect: (1) either Party's rights and obligations accrued but unsatisfied at termination; or (2) any provision of these Terms expressed to survive termination or by a reasonable reading of its context will survive its termination.

Governing Law. These Terms are governed exclusively by the laws of Texas without regard to conflict-of-laws principles of any jurisdiction.

Dispute Resolution. If any dispute arises under these Terms, the Parties will use all reasonable efforts to resolve the dispute informally through direct communication.

Courts. If the Parties are unable to resolve a dispute through informal discussions within 60 days of notice of dispute, any claim arising from these Terms will be resolved exclusively by the state or federal courts located in TX County, Texas, which neither Party will challenge based on forum non conveniens or similar doctrine.

Equitable Relief: Either Party may seek injunctive or other equitable relief to remedy any actual or threatened breach of these Terms.

Further Assurances. Each Party will perform additional acts as necessary to effect these Terms. The Parties will address together in good faith any unforeseen issues that arise from these Terms with a view to mitigating any material adverse impact on either Party.

Entire Agreement. These Terms, together with any Travel Client Agreement between the Parties, represent the entire agreement and supersede all prior agreements between the Parties regarding their subject matter, written or oral, express or implied.