

Access to and use of the services of Elite Travel Journeys (“ETJ” and/or “us/our”) is subject to acceptance of these terms and conditions (“Terms and Conditions”). By accessing, using or obtaining any content, products, or services through ETJ, you, the purchaser and/or traveler (“Client” and “passenger” and “you/your”) agree to be bound by these terms. These terms and conditions govern the relationship between ETJ and you, the Client. These terms include warranties and disclaimers and exclusions of liability and may restrict your rights and remedies and provide protection to ETJ. IF THERE IS ANY PART OF THESE TERMS AND CONDITIONS YOU DO NOT AGREE WITH, PLEASE DO NOT USE ETJ’S SERVICES. No alterations to these terms and conditions may be made by any ETJ authorized representative or agent, unless in writing by an authorized officer of ETJ.

1. TRAVEL DOCUMENTS, INCLUDING TSA AND DHS ACCEPTABLE IDENTIFICATION REQUIREMENTS

It is the responsibility of each Client to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations. When traveling 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. Acceptable identification can be found at <http://www.tsa.gov/traveler-information/acceptable-ids>; examples are 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.

ETJ strongly recommends that you take into account that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry. Non-United States citizens may require additional documentation.

Children and infants also require travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities; please see <https://help.cbp.gov/s/article/Article-3643> for additional information.

You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing Client to miss flight(s), and subsequent scheduled travel bookings on cruises and tours. Check each supplier’s website to ensure you and all members in your travel group or party obtain and carry travel documentation required.

Client is responsible to make ETJ aware when traveling on a passport from a country other than the United States of America.

2. INDIVIDUAL ENTRY AND EXIT REQUIREMENTS

Each foreign country holds different views of past criminal offenses, whether within or outside of their boundaries. If you have a current or past offense, and you are unsure how the country you are traveling to or through views that offense, please contact that country directly for entry and exit requirements. (Details can be found at <https://travel.state.gov/content/travel.html>.) We do not inquire about an individual's criminal record, in the interest of respecting our Clients' privacy. For example, if traveling to or through Canada, Americans with a Driving While Intoxicated (DWI) record should always check whether current rules exclude admission, and potential waivers. (Reference <http://www.cic.gc.ca/english/information/faq/inadmissibility/index.asp>)

ETJ neither controls nor warrants the issuance of visas or approval of visa waivers related to your travel.

3. HAZARDOUS MATERIALS

USA federal law prohibits passengers from bringing hazardous materials on the aircraft. (1) USA federal law forbids the carriage of hazardous materials aboard aircraft in the passenger's luggage or on the passenger's person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radio-active materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. (2) There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in the passenger's luggage and certain smoking materials carried on the passenger's person. For further information, each passenger should contact the relevant airline representative(s) on their itinerary. Restrictions on hazardous materials are listed <http://www.tsa.gov/traveler-information/prohibited-items>.

4. INSECTICIDE NOTICE

We recommend that you refer to the DOT list of airports in countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft. This list is on the DOT's website and is updated from time to time: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>

5. HEALTH/IMMUNIZATIONS

Each Client is responsible to make absolutely certain to have the proper immunizations and required documentation of such immunizations before travel, and to make the necessary accommodation for security rules imposed by government authorities. ETJ shall not assume responsibility for the accuracy of health requirements or vaccination and/or documentation prior to departure or upon landing at the final destination. See your health practitioner for advice. Prior to travel, required inoculations, if any, must be recorded by Client's health practitioner on a valid vaccination certificate, which the Client must carry for proof of inoculation where required. If you are concerned about taking any medications or receiving

certain inoculations, check with your health practitioner BEFORE booking. Check the USA State Department Web site <http://travel.state.gov>, for relevant information relating to travel to specific destinations, and the USA Centers for Disease Control <http://wwwnc.cdc.gov/travel/> relating to health issues. Should a visa not be issued, ETJ is not responsible for lost payments made toward the contemplated trip. Please note that USA rules regarding entry and exit change on a daily basis.

6. USE OF ETJ SERVICES, ACCESS AND INFORMATION FOR TRAVEL BOOKINGS

You warrant that you are at least 18 years of age and possess the legal authority to enter into this Agreement and to make travel bookings with ETJ in accordance with all terms and conditions herein. You agree to be financially responsible for all of your travel bookings and warrant that all information supplied by you or members of your household transacting business with ETJ is true and accurate. Without limitation, any speculative, false, or fraudulent reservation is prohibited. You agree that the travel services provided by ETJ shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act.

Separate supplier terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. You agree to abide by the terms and conditions of purchase imposed by ETJ and any supplier that you have chosen as a service provider for your travel, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. You understand that any violation of any such supplier's conditions of purchase may result in cancellation of your reservation(s) or purchase, in your being denied access to any flights, hotels, cruises, or automobiles, in your forfeiting any monies paid for such reservation(s) or purchase, and in ETJ debiting your payment account for any costs ETJ incurs as a result of such violation. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your travel bookings through ETJ. By submitting a credit card authorization form to ETJ, you agree to allow ETJ to use your payment method to purchase travel products from our suppliers on your behalf, and agree not to file any dispute with your bank or credit card company to avoid or violate any booking terms and conditions of ETJ or its suppliers.

When you receive any and all travel documents, it is your sole responsibility to review and verify all information. Contact ETJ immediately if changes or corrections are required. You acknowledge that it is your responsibility to review all documentation necessary for checking in with suppliers on your itinerary.

7. PAYMENTS AND CANCELATIONS

Unless otherwise defined during the reservation process, 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. If final and full payment is not received by the applicable due date, reservations are subject to cancellation and deposits shall be forfeited. In some cases, there is NO REFUND once a booking is made and paid in full. Your right to a refund if you change or cancel your travel plans is limited. All cancellation requests must be sent to ETJ in writing. As a result of cancellation, ETJ's and third-party supplier's cancellation penalties will apply, which are detailed in your travel documentation, and each supplier's website. We advise you of any cancellation penalties at the time of booking and provided information about these penalties upon confirmation. If you have any questions, or any penalties are unclear, please contact ETJ. All cancellation fees will be charged to the credit card or other payment method you authorized to pay for travel services or deducted from the supplier's refund.

8. LATE BOOKINGS

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

9. AIR, CHECK-IN, SCHEDULE RECONFIRMATION

UNLESS SET FORTH IN WRITING, AIRLINE RESERVATIONS ARE NOT INCLUDED IN YOUR TRAVEL PLANS. In such event, it is the Client's responsibility to make appropriate air arrangements, as well as transportation to and from the destination where the travel booking originates and returns. ETJ shall not assume any responsibility for any air and/or ground schedule changes. In rare instances, upon departure from a country, certain departure taxes must be paid in cash only, and may vary in price. Due to enhanced security, it is strongly recommended that you check in a minimum of 2 hours prior to scheduled departure for domestic flights and 3 hours prior to scheduled departure time for international flights. Reconfirm flight times at least 24 hours prior to scheduled departure time for domestic flights, and 72 hours prior for international flights. Failure to use a reservation may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares.

Airline e-tickets expire a year from issue date unless carrier fare rules in passenger's itinerary fare provide otherwise.

10. RIGHT TO CORRECT ERRORS/OFFERS SUBJECT TO AVAILABILITY

We reserve the right to correct errors. All offers, incentives and supplier promotions are subject to availability and may change without notice. In the event of any pricing error or omission, we reserve the right to adjust such pricing or make any other corrections.

11. TOURS: NO REFUND FOR UNUSED ARRANGEMENTS AND MINIMUM PASSENGER REQUIREMENTS

As ETJ's tour, cruise or package prices are based on its suppliers' contract rates, there will not be any refund for any unused portion of a tour. Some group tours are based on minimum

numbers of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed, or the tour may be canceled. Any cancellations of a tour or package for reason of failing to meet the minimum traveler requirement will be governed by the tour operator's cancellation policy.

12. ALTERATIONS TO CONFIRMED BOOKINGS

If you decide to change any portion of your confirmed arrangements prior to departure or during your trip, we will attempt to assist you. Certain bookings may not be able to be changed. All requests for changes to a booking must be made in writing to ETJ.

13. LIMITATIONS OF RESPONSIBILITY AND DISCLOSURE

ETJ 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 ETJ. You are advised that the suppliers whose names appear in travel documentation are those actually responsible for providing the travel services purchased, and you consent to the use of those suppliers. You understand and agree to each supplier's Terms and Conditions, which are contained in printed form and are set forth on their respective websites and which govern the transaction. All bookings are accepted by ETJ as agent for the travel suppliers on your itinerary. BECAUSE ETJ ACTS AS AGENT FOR DISCLOSED PRINCIPAL SUPPLIERS AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH INDEPENDENT OPERATORS AND SUPPLIERS, YOU AGREE THAT ETJ IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF THESE SERVICES. ETJ 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 PRINCIPAL SUPPLIER BOOKING THROUGH ETJ'S OFFICE OR THROUGH THIS WEB SITE, 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 ETJ'S CONTROL, AND YOU HEREBY EXONERATE ETJ FROM ANY LIABILITY WITH RESPECT TO THE SAME. Weather conditions, including but not limited to the presence or absence of snow, sunshine, and rainfall are not guaranteed to occur or not occur, and are clearly outside of ETJ's control. Volcanic eruptions, ash clouds, and wind may be characterized as an adverse weather condition or a natural disaster by suppliers and your travel insurance company, which is beyond the control of ETJ. ETJ HAS SOLELY RECEIVED COMMISSION AND FEES FOR TRAVEL

TRANSACTIONS AND CLIENT AGREES AND UNDERSTANDS THAT ANY RECOVERY FROM ETJ WILL BE LIMITED TO THE COMMISSION AND FEES ACTUALLY RECEIVED BY ETJ.

14. RISKS/SAFETY

Travel to certain destinations may involve greater risk than others. ETJ urges Clients to remain informed on a daily basis as to current news events, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <http://www.state.gov>, <http://www.tsa.gov>, <http://www.dot.gov>, <http://www.faa.gov>, <http://www.cdc.gov>, and <http://www.cbp.gov> The Smart Traveler Enrollment Program (STEP) is a free service provided by the U.S. Government to U.S. citizens who are traveling to, or living in, a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to <https://step.state.gov/step/>

BY OFFERING FOR SALE TRAVEL TO PARTICULAR DESTINATIONS, ETJ DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. CLIENT'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT CLIENT'S OWN RISK.

15. FORCE MAJEURE

"Force Majeure" means, in relation to ETJ, any circumstances beyond the reasonable control of ETJ 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, pandemic, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences.

ETJ shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, 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. THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS.

If ETJ 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 the trip. Payment of any refund by ETJ to you as a result of the non-performance of any obligations hereunder shall remain in its sole and absolute discretion, although ETJ shall use its reasonable efforts to secure reimbursement for you where possible.

Regarding civil unrest or other safety concerns related to emergent situations, once ETJ has investigated the prevailing situation, as it deems fit, it shall remain in ETJ's sole and absolute discretion whether to proceed with any ETJ escorted trip or private departure, or to make alterations to the itinerary as it deems necessary.

16. CLIENT CONDUCT

Each participant in any trip escorted by ETJ is expected to act responsibly and adhere to all behavior guidelines established by ETJ and our suppliers. ETJ and all local suppliers reserve the right to remove you from any facility, hotel or resort property, tour location or means of transportation if your health, or your conduct appears to endanger yourself or others or disrupts the general well-being of other clients on any element of your trip, or interferes with the operation or security of the places we visit. In any such case, there will be no refund.

When you book with ETJ, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid directly at the time to the accommodation owner or manager or other supplier. You must indemnify us for the full amount of any claim (also including legal costs) made against us. We are not responsible for any costs incurred concerning a guest removed from a trip, or any portion of a trip. You agree not to hold ETJ or any of its related entities liable for any actions taken under these terms and conditions. Baggage and personal effects are at all times the sole responsibility of the participant.

17. ALTERATIONS IN TRAVEL PLANS

Alterations in itinerary may be necessitated for any number of reasons, including but not limited to severe weather at the sole discretion of a supplier, and subject to supplier terms and conditions.

18. CURRENCY FLUCTUATIONS

Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations, provided actual variations have occurred. ETJ is not responsible for surcharges or foreign transaction fees imposed by Client's credit card or bank.

19. TRAVEL INSURANCE

ETJ OFFERS ACCESS TO TRAVEL INSURANCE TO PROTECT PASSENGERS AND THEIR INVESTMENT IN TRAVEL. UNLESS SPECIFICALLY NOTED, TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF CLIENT'S ITINERARY TO PROTECT AGAINST THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, MISSED CONNECTION FOR CRUISES, CANCELATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL

LOSS IN ALMOST ALL CIRCUMSTANCES. Without appropriate travel insurance, Client understands and agrees that if Client cancels or interrupts Client's travel for any reason, portions of the trip/tour may not be refunded and ETJ's and travel suppliers' cancellation penalties will apply resulting in the loss of monies up to the full cost of Client's travel booking and related costs. The purchase of travel insurance is not required in order to purchase any other product or service offered by ETJ, however, ETJ requires clients who decline to put travel insurance in place to sign a waiver declining insurance. ETJ is not a licensed insurance broker, and its advisors are not qualified or authorized to answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. An additional charge applies for any travel insurance selected. ETJ CANNOT GUARANTEE THAT ANY INSURANCE PROVIDER WILL APPROVE COVERAGE FOR A CLAIM MADE UNDER THE INSURER'S POLICY AND MAKES NO REPRESENTATIONS ABOUT THE EXTENT OF COVERAGE FOR ANY POLICY IT MAY OFFER OR QUOTE.

20. RESERVATION OF RIGHTS: CHANGES TO THESE TERMS

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms will be provided to Clients, will be posted on our website and are effective immediately on posting.

21. GENERAL

The laws of the State of Pennsylvania govern these Terms and Conditions. You hereby consent to the exclusive jurisdiction and venue of courts in Schuylkill County, Pennsylvania in all disputes arising out of or relating to travel bookings with ETJ.

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.

These Terms and Conditions (and any other terms and conditions referenced herein) constitute the entire agreement between the Client and ETJ with respect to travel bookings made with ETJ by any means, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Client and ETJ with respect to communications with ETJ. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.