



Terms and Conditions

By signing below, the undersigned acknowledges having read, understood, and accepted the following:

We are Major Travel, LLC (sometimes referred to hereafter as “Major Traveler”) and we are excited to assist you with your travel booking plans. The following Terms and Conditions describe what you, the undersigned client (“Client”) can expect from us. By booking with Major Traveler, Client agrees to the following Terms and Conditions. Major Traveler reserves the right to change these Terms and Conditions at any given time. Please check our website for the most updated Terms and Conditions: www.majortraveler.com.

(1) DOCUMENTATION: **(a)** Travel documentation appropriate for entry to your itinerary destinations, such as passports, visas, inoculation certificates, etc. remain Client's responsibility. It is Client's responsibility to make certain that he or she has proper immunizations before travel - please see your health provider for advice. Major Travel, LLC will advise required documentation, but these remain the personal responsibility of Client, and if Client does not meet mandatory requirements then Client may be denied boarding or admission to the flight, cruise, destination country, etc.

(b) Valid passports are required for all international destinations. If a passport is required, the expiration date must be at least six (6) months following the return date of your trip.

(c) Additionally, visas and proof of vaccinations may be required. Visit the U.S. State Department website, <https://travel.state.gov>, on a regular basis for information regarding incidences, if any, of disease, terrorism, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health hazards, and other restrictions regarding travel to your domestic and/or international destination(s), and re-entry into the United States. Required or advised inoculations you decide to abstain from upon the advice of your personal physician, or otherwise, may influence your ability to travel to certain destinations. It is the responsibility of Client to be aware of such requirements and Major Traveler is not responsible for any consequences resulting from Client's refusal to accept or disregard medical treatment requirements of a destination. Such medical treatments may need to be administered in a series of doses months ahead of your planned departure, and these time elements should be taken into account by Client when making deposits and/or nonrefundable final payments. Visit the websites of the U.S. Centers for Disease Control, www.cdc.gov, and the International Society of Travel Medicine, www.istm.org, before and during your booking process.

(d) Each foreign country holds different views of past criminal offenses - if you have a current or past offense, please contact the country directly for entry and exit requirements. Clients with DWI or DUI records should check whether current rules exclude admission to foreign destinations. Major Travel, LLC feels it is an invasion of privacy for members of our staff to make such inquiries and knowledge of these requirements remain Client's responsibility. Major Travel, LLC is not responsible for any lost payments made toward any contemplated trip due to background conditions of Client, whether they are known or unknown to Major Traveler. For further information, please visit the U.S. State Department's website: travel.state.gov.



(2) RISKS/SAFETY: Travel to certain destinations may involve greater risk than to others. Major Traveler urges Client to remain informed on a daily basis as to current news, as well as, to review travel prohibitions, warnings, announcements, and advisories issued by the United States Government prior to booking or commencing 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 the following online sites: <https://www.state.gov>, <https://www.tsa.gov>, <https://www.dot.gov>, <https://www.faa.gov>, <https://www.cdc.gov>, and <https://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 through STEP is recommended and provided by going to <https://step.state.gov/step/>. By offering for sale travel to particular destinations, Major Traveler does not represent or warrant that travel to such places is advisable or without risk, and shall not be liable for costs, damages, or losses that may result from travel to such destinations. Decisions when and where to travel are made by Client alone. Client’s use of Major Traveler’s services constitutes acceptance of such events at Client’s own risk.

(3) PAYMENTS AND CANCELLATION: Price quotes are applicable to the date and time at which they are generated. Quotes in foreign currency are subject to fluctuations in exchange rates and international credit card issuer fees. Major Travel, LLC is not responsible for any increases due to fuel surcharges, government-imposed taxes/fees, economic fluctuations, or supplier-imposed increases. 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. Client’s credit card information and use authorization will be requested before Major Traveler makes any bookings on Client’s behalf. Client agrees to honor and pay all fees, costs, and expenses of Major Travel, LLC and the suppliers incurred in relation to Client’s travel. 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 for; therefore, your right to a refund if you change or cancel your travel plan is limited. All cancellation requests must be sent to Major Traveler in writing. As a result of cancellation, Major Traveler’s and third-party supplier’s cancellation penalties will apply, which are detailed in your travel documentation, Major Traveler’s website, and each supplier’s website. Cancellation penalties are advised at the time of booking and provided to you upon confirmation. If you have any questions, or any penalties are unclear, please contact Major Traveler. All cancellation fees will be charged to the credit card authorized by you to pay for travel services; or, Client agrees to pay any and all cancellation charges if a refund is generated directly to Client.

(4) CHECK-IN AND DEPARTURE: Major Traveler recommends that Client check-in twenty-four (24) hours prior to scheduled flight departure for domestic flights and international flights, and that Client arrive at the airport a minimum of three (3) hours before the scheduled departure time. It is the Client’s responsibility to confirm and reconfirm flight



times between twenty-four (24) and seventy-two (72) hours prior to scheduled flights. Major Traveler is not responsible for any air or schedule changes and bears no liability for such changes or losses caused to Client by the same. Certain countries impose arrival and departure taxes, and require that payment for such taxes be made in cash. Certain airlines require excess baggage fees as well as seat selection fees. Major Traveler will not be responsible for any fees imposed by countries, airlines, etc. after the base fare has been paid. Recommended check-in and arrival times are subject to change without notification. It is Client's responsibility to remain informed of any changes in condition or airport rules that might require earlier or necessitate later arrival times. This information can be found when entering your confirmation number on the airline's website.

(5) ALTERATIONS TO & UNUSED BOOKINGS: (a) If you decide to change any portion of your confirmed arrangements prior to departure or during your trip, we will attempt to assist you at our applicable administrative rates, depending upon circumstances of the request.

(b) As Major Traveler's prices are often based on contract rates, there will not be a refund for any unused portion of a travel booking or your trip itinerary. 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. Major Traveler is not responsible for any fees incurred or lost due to involuntary or voluntarily unused arrangements by Client.

(6) CURRENCY FLUCTUATIONS: Currency exchange rates fluctuate. Prices are subject to change (even after initial quote/deposit) based upon currency exchange rate fluctuations, provided actual variations have occurred. Additionally, at any time prior to departure and during actual travel, travel suppliers and governments may add or introduce a new fee, tax, and/or fuel surcharge and Client agrees to pay for such charges.

(7) FORCE MAJEURE: (a) "Force Majeure" means, in relation to Major Traveler, any circumstances beyond the reasonable control of Major Traveler (including, but not limited to, acts of God, explosion, flood, storm, natural disaster, forceful wind, fire, accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences). 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 not within Major Traveler's control. Volcanic eruptions, ash clouds, wind, and natural disasters may be characterized as an adverse weather condition by suppliers and your travel insurance company; such conditions are also beyond the control of Major Traveler. Major Traveler reserves the right to cancel any itinerary, or any part of it, to make such alterations in the itinerary as it deems necessary, and to refuse to accept or to retain as a member any person of any tour at any time. Major Traveler shall not assume any responsibility for any air and/or ground schedule changes. Major Traveler shall not be deemed to be in breach of these Terms and Conditions or otherwise be liable to Client, 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.



(b) If Major Traveler, and/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 your trip. Payment of any refund by Major Traveler to you as a result of the non-performance of any obligations hereunder shall remain in Major Traveler's sole and absolute discretion, although Major Traveler shall use its reasonable efforts to reimburse you whenever possible. However, Major Traveler shall be entitled to deduct from any refund recoverable the reasonable, actual, and potential costs to Major Traveler of the Force Majeure and applicable cancellation fees. Regarding civil unrest, once Major Traveler has investigated the prevailing situation, as it deems fit, it shall remain in Major Traveler's sole and absolute discretion whether to proceed with your trip. You may, in such circumstances, cancel the trip subject to Major Traveler's, and each travel supplier's, terms and conditions.

(8) TRAVEL PROTECTION/INSURANCE: Travel protection and insurance is strongly recommended to protect your investment. Unless specifically noted, travel insurance is not included in the cost of the client's itinerary to protect against third party supplier default/bankruptcy protection, delay, interruption, missed connections for transportation, cancellation, medical emergency transportation/evacuation & repatriation, baggage and personal property loss/lost luggage & baggage delay, illness, job loss protection, 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. Information for travel insurance will be sent to you within a reasonable frame after deposit, based on the trip cost and components. Without appropriate travel insurance, Client understands and agrees that if Client cancels or interrupts Client's trip for any reason, portions of the trip/tour may not be refunded and Major Traveler'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 Major Traveler. Employees of Major Traveler are not qualified or authorized to: answer technical question 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 if travel insurance is requested. If travel insurance is declined, Client must sign Major Traveler's Insurance Declination Form.

(9) PHOTOGRAPHS/VIDEOS: Client consents, on behalf of his/herself and all members of Client's travel party, to the use by Major Travel, LLC of any and all photographs, videos, and other media created and/or produced during Client's trip. Major Traveler reserves the right to use any photographs, video recordings, or other media produced at any event or during any travel activity, without the express written permission of those included within the photograph/video. Major Traveler may use the photograph/video in publications or other media material produced, used, or contracted by Major Traveler, including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc. Any person desiring not to have their photo taken or distributed must contact Major Traveler in writing of his or her intentions and include a photograph.



(10) NO COPYING/EDITING: Client agrees that any materials created, produced, and/or originating from Major Travel, LLC pursuant to the services provided to Client are the exclusive, copyrighted property of Major Travel, LLC. No material from www.majortraveler.com or received by Client from Major Travel, LLC may be modified, copied, reproduced, republished, downloaded, posted, displayed, transmitted, performed, licensed, used to make a derivative work, transferred, sold, or distributed in any way, without prior written consent from Major Traveler. You may not frame or mirror any material on Major Traveler's website or any other server or other location. Unauthorized use of any such material on any other website or computer environment or elsewhere is prohibited, and Client agrees to cooperate with Major Traveler's requests, demands, and instructions regarding violations of Major Traveler's copyrights. Whether a violation of Major Traveler's copyrights has occurred will be determined in the sole and absolute discretion of Major Traveler.

(11) CHANGES TO THESE TERMS: Major Traveler reserves the right, in its sole and absolute discretion, to change these Terms and Conditions at any time. Updated versions of these Terms and Conditions will be posted on Major Traveler's website and are effective immediately upon posting. Please check frequently, especially before using Major Traveler's website, to see if these Terms and Conditions have changed. Use of the website after any changes to the Terms and Conditions constitutes Client's consent to the changes.

(12) GOVERNING LAW: These Terms and Conditions will be governed and interpreted pursuant to the laws of the State of Georgia, without reference to conflict of law provisions. Client specifically consents to personal jurisdiction in Georgia in connection with any dispute between Client and Major Traveler. The parties to these Terms and Conditions each agree that any dispute between the parties arising out of or relating to services provided by Major Traveler, or these Terms and Conditions, whether under the terms of agreement between the parties or any applicable law, will be resolved by binding arbitration, on an individual and not a class-wide basis. Client irrevocably waives any rights to bring or participate in any class action related in anyway hereto. No finding or conclusion in any arbitration proceeding shall be admissible in any other proceeding, and any such finding or conclusion shall be strictly confidential between the parties. Arbitration costs shall be paid equally by the parties, and a single arbitrator shall decide all disputes and be empowered to award costs and legal fees as he or she deems appropriate. Major Traveler's liability in any dispute shall be limited to the amount of any commission or earnings it received in connection with the travel services at issue in any dispute. If any part of these Terms and Conditions is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity or enforceability of any remaining provisions. The use of Major Traveler's website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms and Condition, including, without limitation, this paragraph.

(13) TERM/TERMINATION & SURVIVAL: These Terms and Conditions shall become enforceable as of the date indicated below and shall remain in force until they are terminated in writing or until Major Travel, LLC's services are completed, whichever occurs first. If termination is made in writing, such written notice of termination by the terminating



party must be communicated to the non-terminating party seven (7) days before the termination becomes effective. The liability for written notice of termination by Client shall be forfeiture of any deposit, down payment, and/or non-refundable payment(s) made by Client to Major Travel, LLC or other travel suppliers. The duties and obligations detailed within these Terms and Conditions shall survive the termination of these Terms and Conditions.

(14) RELEASE & INDEMNIFICATION: By offering travel booking services to particular destinations, Major Travel, LLC shall not be responsible or liable for any acts, errors, omissions, losses, injuries, deaths, property damage, accidents, delays, nonperformance's, or any other irregularities or any indirect or consequential damages resulting therefrom, which may be occasioned by the neglect, defaults, bankruptcies, or any other actions of the airlines, cruises, hotels, resorts, or other third party suppliers engaged in the furnishing of travel services hereunder. Major Traveler does not guarantee or ensure the services to be provided by any supplier, the financial position of suppliers, or the reimbursement for any loss experienced as a result of the financial condition of suppliers. Therefore, Client hereby releases, waives, discharges, and covenants-not-to-sue Major Travel, LLC and its members, officers, agents, and employees from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by Client, whether caused by the negligence of Major Travel, LLC or any of its members, officers, agents, or employees while providing the services detailed herein or performing any acts in connection herewith.

(15) INDEPENDENT CONTRACTOR STATUS: Client agrees that Major Travel, LLC is an independent contractor and performs the services herein as such, exercising independent judgment in all matters related hereto. Furthermore, Client agrees that Major Travel, LLC is not the source or the supplier of the travel services requested by Client and acts solely as a booking agent for disclosed principal supplier cruise lines, hotels, airlines, ground transportation, and other companies providing accommodations, transportations, and/or other services. Each of these suppliers is an independent entity with its own management and is not subject to the control of Major Travel, LLC. All bookings are accepted by Major Traveler as agent for the disclosed travel suppliers on Client's itinerary. Major Travel, LLC shall not be liable for any accident, injury, property damage, or personal loss to Client or to those traveling with Client in connection with any travel services booked by Major Traveler, including but not limited to, acts of God, weather conditions, natural disasters, acts of governments or other authorities, wars, civil disturbances, riots, strikes, epidemics/pandemics, acts of terrorism, breakdown in equipment, theft, delay, fuel increases or cancellation, or change in itinerary or schedules. Client acknowledges and accepts that there are cancellation policies, change fees, and penalties that apply to his or her travel plans and services as set by travel suppliers. If for any reason Client's credit card charges are later declined, reversed, or Major Travel, LLC is unable to receive payment for the travel plans and services, Client acknowledges that this is a binding contract and Major Travel, LLC will be entitled to recovery, including reasonable attorney fees in connection with collection.

(16) ENTIRE AGREEMENT: These Terms and Conditions, as they may be amended from time to time as referenced in paragraph (11) above (and any other terms and conditions referenced



herein), constitute the entire agreement between Client and Major Travel, LLC with respect to travel bookings made with Major Travel, LLC by any means of accessing such information, including its website and these Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written. A printed version of these Terms and Conditions 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.

I, the undersigned Client, have read, understood, and hereby acknowledge and accept the above Terms and Conditions of using Major Travel, LLC's services on behalf of myself and every member of my party traveling with me:

Date

Client's Signature

Client's Name

Members of Client's Travel Party:

