*** PLEASE READ THIS FIRST ***

- **Our warranty becomes effective upon:**
    - Your electronic acceptance of our License Agreement; AND
    - Your receipt of the following for each booking involving one or more travelers:
        - A valid credit card authorization on behalf of travelers on the same booking; AND
        - Signed Travel Insurance Waivers from all travelers on the same booking; AND
        - Signed Travel Services Agreement or signed Terms and Conditions ("Terms") if using Terms as a standalone document.

- **Our warranty will be VOID if:**
    - You alter or modify this document in any manner; OR
    - You use this document in any manner not intended under our agreement; OR
    - You fail to use the latest version of this Agreement and our other documents, as we make them available to you.
    - You fail to obtain a signature by all parties; OR
    - You do not clearly and conspicuously include the following information in the footer of any document you use that originates from us:

      "*Powered by Travel Industry Solutions, LLC © **[year]** rev**[day-month-year]***" See this document footer for the current version information.

- **If you choose to alter any of our documents, you agree to:**
    - Provide to us prior written notice; AND
    - Engage a qualified attorney to review and confirm the enforceability of such alterations.

These Terms and Conditions ("Terms") become effective between ***Susan Shure Luxury Travel*** ("Agency") and you (including all travelers on the same booking) ("you" or "Traveler") upon your signature (electronic or written) until terminated in writing by you or Agency.

These Terms are subject to change at any time, without prior written notice. The effective version of these Terms is located at https://susanshuretravel.com/.

DEFINITIONS

"**Agency**" means ***Susan Shure Luxury Travel***.

"**Booking Services**" means travel reservation and booking services provided to you by Agency.

"**Lead Traveler**" means you, acting on behalf of all Travelers on the same booking.

"**Supplier**" means any party who provides Travel Services to Travelers.

"**Terms**" means these Terms and Conditions.

"**Traveler**" means you and all Travelers on the same travel booking.

"**Travel Services**" means travel products and services provided to you by Suppliers, including hotel accommodations, air transportation, cruises, car rentals, tours, activities, and similar products and services involving any type of leisure, business, or other travel.

TRAVELERS

- You are the Lead Traveler, representing all Travelers on the same booking.
- You are responsible for:
    - Sharing these Terms with all Travelers; and
    - Providing to Agency written confirmation that all Travelers agree to these Terms.
- You are responsible for understanding these Terms—please read them carefully before accepting Booking Services or Travel Services.
- If you do not understand any part of these Terms, please: (1) confer with your legal counsel; and (2) contact Agency in writing to request clarification.
- You acknowledge receipt of Agency's Travel Services Agreement, which refers to these Terms.

AGENCY

- Agency is a travel agent who provides Booking Services to you.

SUPPLIERS

- Suppliers are independent companies who provide Travel Services to you.
- Suppliers operate under their own terms, conditions, and management.
- 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.
- All documentation, receipts, confirmations, and tickets issued are subject to the terms and conditions specified by the Supplier.

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- Please read Supplier terms and conditions carefully. You are responsible for understanding and adhering to terms imposed by any Supplier with whom you elect to deal, including, without limitation, payment of all amounts when due and compliance with Supplier's rules and restrictions regarding availability and use of Travel Services.
- You understand that any violation of any such Supplier's terms may result in denied access to Travel Services, cancellation of reservations, and forfeiture of any monies paid. If any such violation results in fees or penalties to Agency, you agree to cover such actual costs.
- Suppliers may require you to sign a liability waiver prior to participating in their Travel Services.
- 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 wilful or negligent acts or omissions, which may result in delay, inconvenience, costs, loss, damage, injury, or death to Travelers or Travelers' companions.
- If a Supplier declares bankruptcy, it is not obligated to transport you or to provide refunds. It might continue to provide some or all Travel Services, or it may stop operations completely.
- Other Suppliers may, but are not required to, provide alternative Travel Services.
- Payments to Agency immediately become the property of Suppliers, as required by law.
- Agency is not permitted to provide refunds for Suppliers who have declared bankruptcy.
- Agency has no special knowledge about the financial condition of Suppliers, and Agency has no liability for recommending a trip credit or a refund.

RATES & INCLUSIONS

- Quoted rates are based on the precise inclusions Agency will provide to you in writing.
- Unless specifically itemized on your travel documentation, rates do not include Travelers' costs, fees, or taxes incurred for or related to:
    - Airports, ports, stations, security, agriculture, customs, immigration, visas, passports, or any other government-imposed taxes or fees, without limitation; or
    - Meals, beverages, alcohol, minibars, entertainment, seat assignments, upgrades, excursions, hospitality, gratuities, copies, telecommunications, energy, laundry, cleaning, bedding, parking, valet, insurance, taxis, transfers, porterage, departures, travel segments, health, medical tests or treatment, vaccinations, pharmaceuticals, supplements, or any miscellaneous charges of a personal nature, without limitation.

PERSONAL INFORMATION

- You consent to Agency and Supplier use of your personal information.
- You understand that, as part of booking any Travel Services, certain personal information may be conveyed to third parties to accommodate your travel.
- Such information includes birth dates, passport numbers, travel dates, occupation, frequent flyer information, bank accounts, credit cards, and other information needed to secure travel arrangements.
- Agency will not be liable for the distribution of your information to any Supplier.
- Our liability for the failure of any foreign Supplier to protect your personal information is specifically excluded.
- You authorize Agency to keep your personal information for as long as needed to provide Booking Services and for a reasonable period thereafter for Agency's legal or business purposes.

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GROUPS

- Terms for groups will differ from Flexible Independent Traveler (FIT) guidelines.
- For details, see your "Group Sales Contract."

RESERVATIONS & PAYMENT

- You authorize Agency to charge your credit card, debit card, or other means of payment for the charges associated with your travel booking.
- By authorizing Agency to charge your means of payment through Agency's payment authorization platform, written documentation, or by phone, you understand and agree to all the terms and conditions of the booking, including, without limitation, all cancellation policies.
- Traveler payments to Agency in currency other than U.S. Dollars (USD) will be converted at then-current exchange rates.
- Agency payments to Suppliers will be converted at then-current exchange rates between USD and the currency in Supplier's country.
- A purchase is not complete until all deposits and other amounts due have been processed and a booking confirmation has been provided to you in writing.
- If payments are not received by their due date, all components of the booking may be cancelled by the Supplier, which may result in **NON-REFUNDABLE** previous payments.
- Agency is not responsible for Supplier fare increases, fees, or penalties incurred due to late payment, all of which must be paid by you.
- Agency reserves the right to cancel your booking if Agency does not receive full payment for Booking Services or Travel Services within a reasonable time, in Agency's sole discretion.
- If rebooking is requested, Agency will assist with obtaining any refunds due to rebooking trips (e.g., using future cruise credits), but Agency may, in its sole discretion, charge a **NON-REFUNDABLE FEE** for that Booking Service.

CHANGES & CANCELLATIONS

- You agree to adhere to the terms and conditions of Suppliers regarding your travel reservations or bookings and you agree to pay any applicable change or cancellation fees.
- If you change or cancel a reservation or booking, you may be subject to:
    - Agency fees of USD $75; AND
    - Supplier fees, charges, or penalties.
- **NO REFUNDS** will apply to any cancelled, unused, or partially used Travel Service.
- Hotels may not permit changes to or cancellation of reservations, subject to the terms and conditions of the hotel reservation.
- Notwithstanding the above, you agree to the following cancellation policies of Agency:
    - Any fees charged to the Agency by the vendors.

NO SHOWS

- Failure to travel or show up for any reservation or booking is considered a "no show."
- No show penalties will be up to the entire cost of travel, subject to terms and conditions of Supplier and Agency policies.

REFUNDS, CHARGEBACKS, AND ADJUSTMENTS

- Any claim for refund or adjustment must be sent to Agency in writing.
- Full details and proof of payment documentation must accompany all claims.

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- You may not be entitled to a refund if you change or cancel your travel plans after: (1) a confirmation of the booking; or (2) payment of a booking.
- Refunds are subject to Supplier terms and conditions.
- Suppliers may not issue refunds for cancellation due to actual, threatened, or fear of potential terrorist events, political unrest, pandemic or health concerns, or similar circumstances. Please carefully review Supplier terms and conditions.
- You waive any right to a chargeback in case of cancellation (except for fraud) including any *Force Majeure* event (as described below).
- If you attempt a chargeback, reverse charge, or recollection of a travel payment already made without Agency's authorization, Agency has the right to charge you additional costs, fees, and expenses associated with such chargeback, reverse charge, or recollection, including, without limitation, attorney fees.

TRAVELER IDENTIFICATION & PROOF OF CITIZENSHIP

- The Transportation Security Administration (TSA) requires all airline passengers to provide:
  - Secure Flight Passenger Data (SFPD);
  - Full name as it appears on government-issued identification;
  - Date of birth;
  - Gender; and
  - Redress number (if available).
- The name 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 information.
- Updated information regarding security measures and requirements for air travel are available at *www.tsa.gov*. Agency highly recommends that Travelers check this website well before travel.
- 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.
- Travelers are responsible to confirm current entry and exit requirements and to obtain the necessary travel documentation based on the country of origin, destination, and stops in any additional countries.
- Minors of age 17 and under traveling alone or with a single parent may be required to have additional documentation on domestic or international flights.
- **NO REFUND** will be issued for any costs or losses incurred as a result of Traveler's failure to obtain or provide required travel documentation.

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 such as elevators, air conditioning, bedding size, and similar preferences are not guaranteed at all properties. In addition, even if a property has amenities such as air conditioning or elevators, such amenities are not guaranteed to be operational or available during your stay.
- Reimbursement for lack of amenities is solely the responsibility of the hotel. Agency may elect to act as an intermediary, but it is not responsible for such reimbursement under any circumstances.

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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.
- 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.
- Airlines and other Suppliers may impose charges for additional baggage and may have size restrictions for wheelchairs they can accommodate.
- If you travel with a service animal 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.
- Travel insurance plans may provide access to emergency medical care, medical evacuation, and replacement of prescription medications. Agency strongly recommends the purchase of comprehensive travel insurance.
- 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.

AIR TRAVEL

- Most airlines consider a name-change to be a cancellation.
- You are responsible for excess baggage fees. Travelers are responsible to confirm airline baggage allowances for all flights.
- International flights may have different requirements than domestic flights.
- Tickets of any kind are payable in full at the time of booking.
- Airline tickets, once purchased, may be **NON-REFUNDABLE** and **NON-EXCHANGEABLE**, subject to airline terms and conditions.
- Agency is not responsible for any loss, accident, injury, delay, defect, omission, or irregularity that may occur, such as changes, additional expenses, and cancellations due to weather conditions, schedule changes, and other changes beyond Agency's control.
- You agree to adhere to safety guidelines of all airlines and hold Agency harmless from any liability due to airline restrictions.
- Airline seat assignments are not complimentary on every airline.
- Charges for pre-assigned seats in advance of flight time may be subject to additional charges.
- Agency cannot guarantee seats in specific locations or next to each other. Seat assignments are strictly based on availability at the time seats are being selected and paid for.
- Airlines retain the right to change aircraft and seat assignments at any time.
- Agency is not responsible for any changes made by airlines or any additional charges imposed by airlines for any changes to seat assignments after selection and payment.

HAZARDOUS MATERIALS & INSECTICIDES

- All air passengers are prohibited by federal law from bringing hazardous materials aboard aircraft in their luggage or on their person. Violations can result in up to 10 years of imprisonment and

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significant fines under 49 U.S.C. 5124 *(see https://www.govinfo.gov/content/pkg/USCODE-2009-title49/pdf/USCODE-2009-title49-subtitleIII-chap51-sec5124.pdf*).

- Examples include, without limitation, explosives, compressed gases, flammable fluids and solids, oxidizers, poisons, corrosives, radioactive materials, paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radiopharmaceuticals.
- Special exceptions apply for small quantities (up to 70 ounces total) of medical and toilet articles carried in your luggage and certain smoking materials on your person.
- Restrictions on hazardous materials are listed at: *https://www.tsa.gov/travel/security-screening/whatcanibring/all.*
- Some foreign airports require airlines to treat passenger cabins with insecticides prior to or during flights. The U.S. Department of Transportation (DOT) provides a list of such requirements at: *https://www.transportation.gov/airconsumer/spray*.
- You are responsible for understanding and adhering to all requirements regarding hazardous materials and insecticides.
- Please contact your airline regarding your itinerary and applicable rules.

PASSPORTS, VISAS, AND DRIVER'S LICENSES

- You are responsible to be familiar with the laws and rules governing any travel to any country.
- You are responsible to determine the documents needed, to acquire such documentation, and to ensure your passport is up to date and valid to enter or exit any country.
- Agency may be able to assist you in acquiring the necessary travel documents upon your request.
- However, Agency is not responsible or liable for your failure to hold visas or documentation or to determine the validity of your passport or any other travel document to enter or exit any country.

ENTRY REFUSAL

- Countries may restrict entry for persons with criminal records.
- You are responsible to understand all destination entry laws and to know if you or anyone in your party has a criminal record.
- Agency does not inquire about Traveler criminal records in the interests of privacy.
- Refusal of entry is not a valid reason for cancellation, chargeback, or refund.

TRAVEL DURING PANDEMICS, EPIDEMICS, AND OTHER TRAVEL ADVISORIES

- You are solely responsible to be fully aware of any restrictions related to pandemics, epidemics, and other travel advisories.
- You warrant that you have reviewed and understand all 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, COVID-19, and other health threats.
- 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/or temperature checks in airports, hotels, cruise ships, trains, or other means of transport.
- You are aware that immigration restrictions may be put in place before or during travel that could impede your ability to enter or exit your destination as planned.

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- All Travelers, including U.S. Citizens, should refer to current CDC guidelines, country-specific guidelines, and Supplier requirements regarding testing and documentation requirements.
- If you fail to adhere to 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.
- You are responsible for continually checking the latest CDC and State Department travel advisories, which can be navigated via the following links:

    - **U.S. Center for Disease Control Information**
        - https://www.cdc.gov/coronavirus/2019-ncov/travelers
        - https://wwwnc.cdc.gov/travel/notices

    - **U.S. Department of State Information**
        - https://travel.state.gov/content/travel/en/traveladvisories/COVID-19-Country-Specific-Information.html
        - https://travel.state.gov/content/travel/en/traveladvisories/covid-19-travel-information.html
        - https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/

- CDC and other governmental notices and policies may change before your travel, during your travel, and after you return from travel.
- Neither Agency nor Suppliers are responsible for Traveler testing or documentation.
- You understand the inherent risks of choosing to travel.
- You accept the risks set out above and hold Agency harmless against any travel restrictions, death, illness, cancellations by Suppliers, financial loss, quarantining rules, or measures put in place at airports or destinations you travel through.
- You hold Agency harmless for any financial penalties or fees imposed by Suppliers for cancellations or postponements relating to COVID-19, pandemics, epidemics, natural disasters, accidents, or disturbances, or any similar events and you agree not to pursue any credit card charge-back, reimbursement, or legal action against Agency regarding such penalties or fees.

TRAVEL INSURANCE

- Agency strongly recommends that each Traveler purchase comprehensive travel insurance.
- If you decline to purchase travel insurance that includes coverage for medical needs while traveling and coverage for travel delays, you assume all personal risk and financial loss if you cancel your travel or incur costs or losses during the course of travel.
- You understand that concerns or fear of pandemics or epidemics are not a covered reason under some travel insurance policies.
- Insurance policies may exclude coverage for pandemics and epidemics.
- Insurance claims will only be paid for covered matters, as stated in the insurance policy.
- You hold Agency harmless for your election not to purchase travel insurance and for any denial of any claim by any insurer for any reason.

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, including, without limitation, acts of God, floods, weather conditions, fires,

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explosions, accidents, war or threats of war (declared or undeclared), acts of terrorism, sabotage, insurrection, riots, strikes, or civil disobedience, sickness, epidemics, pandemics, quarantines, government interventions, defects in machinery or vehicles, delays or other events (collectively, "*force majeure*").

- Agency is not liable to you and will not provide any refunds caused by delay or non-performance of any obligation under these Terms to the extent any such delay is due to any *force majeure*.
- If any Suppliers are affected by any *force majeure*, they may, in their sole discretion, vary or cancel any itinerary or arrangement in relation to your travel without notice.
- If an accident occurs and you seek assistance from us, you will be responsible (financially and otherwise) responsible for all alternative travel arrangements.

LIMITATIONS OF LIABILITY

- BECAUSE AGENCY ACTS AS AGENT FOR SUPPLIERS AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH SUPPLIERS, YOU AGREE THAT AGENCY IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY ARISE OUT OF BOOKING SERVICES.
- AGENCY DISCLAIMS ANY LIABILITY WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTIAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR SPECIAL DAMAGES, IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY SUPPLIER BOOKING THROUGH US, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY, OR IRREGULARITY THAT MAY BE INCURRED THROUGH THE FAULT, WILFUL ACTS, NEGLIGENCE, OMISSIONS, OR OTHERWISE OF SUCH SUPPLIER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES, INCLUDING, BUT NOT LIMITED TO, THEIR FAILURE TO DELIVER OR THEIR PARTIAL OR INADEQUATE DELIVERY OF TRAVEL SERVICES, THEIR CANCELLATION AND REFUND POLICIES, FUEL INCREASES, BANKRUPTCY OR CESSATION OF OPERATIONS, AND ANY OTHER MATTERS OUTSIDE OF AGENCY'S CONTROL, AND YOU EXONERATE US FROM ANY LIABILITY WITH RESPECT TO THE SAME.
- ANY RECOVERY BY YOU FROM AGENCY WILL BE LIMITED TO THE AMOUNT OF COMMISSIONS OR FEES ACTUALLY RECEIVED BY AGENCY FOR PROVIDING BOOKING SERVICES TO YOU DIRECTLY RELATED TO SUCH RECOVERY ON A CASE-BY-CASE BASIS.
- AGENCY'S SOLE OBLIGATIONS AND LIABILITIES ARE AS STATED IN THESE TERMS. ALL OTHER REPRESENTATIONS OR WARRANTIES—EXPRESS OR IMPLIED, BY STATUTE, LAW, OR OTHERWISE—ARE EXCLUDED.

ARBITRATION

- In case of a dispute between the you and Agency relating to or arising out of these Terms, we will first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, then we will submit the dispute to binding arbitration.
- The arbitration shall be conducted as follows:
    - State of North Carolina, County of Union .
    - The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add parties, vary the provisions of these Terms, award punitive damages, or certify a class.
    - The arbitrator shall be bound by applicable and governing federal law as well as the law of the State of North Carolina, County of Union.
- Each party shall pay their own costs and fees.

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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, legal-entity partnership, joint venture, or employment relationship between you and Agency. You have no authority to bind Agency or incur any obligation on Agency's behalf.
- Notices. Notices under these Terms will be in writing and deemed given when sent to the receiving party's email or other address provided for purposes of notice.
- Counterparts. These Terms may be signed or accepted electronically in more than one counterpart; each will be an original. Counterparts together constitute a single instrument.
- Governing Law. These Terms are governed exclusively by the laws of ***North Carolina*** without regard to conflicts of law provisions.
- Further Assurances. You and Agency will perform any additional acts as necessary to effect these Terms and will address together in good faith any unforeseen issues that arise under these Terms with a view to mitigating any material adverse impact on either party.
- Entire Agreement. These Terms, together with the Travel Services Agreement, is the entire agreement between you and Agency and supersedes all prior agreements, written or oral, between us regarding its subject matter.

Lead Traveler Signature: **Date:**

_____ _____

Lead Traveler Written (if wet signature):

_____

Agency Representative Signature: **Date:**

_____ _____

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