

TRAVEL ADVISOR AGREEMENT

CURATOR AND SCOUT

This Agreement is between curator and scout (“Company”) and You (“Client”) (collectively the “Parties”, or in the singular “Party”), for the purpose of Client hiring Company to provide the travel advisory services outlined below. This Agreement shall become effective upon the date of both Parties’ signatures below.

1. Scope of Services

Client understands and agrees that Company acts solely as a booking agent for disclosed principal supplier tour operators, cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and other services (“Supplier(s)”) and is not the source or provider of the travel services.

Client warrants that they are at least 18 years of age and possess the legal authority to enter into this Agreement and to make travel bookings with Company. Client agrees to be financially responsible for all of its travel bookings made on behalf of Client and any member of Client’s traveling party and warrant that all information supplied by Client on behalf of themselves, members of their household, or others for whom Client is authorized to transact business with Company is true and accurate.

The following travel advisory services shall be provided by Company (“Package”):

- Flight reservations
- Accommodations bookings
- Transportation (i.e. car rental/transfers/tours)
- Electronic and PDF itinerary creation (“Itinerary”), including:
 - Restaurant suggestions (reservation booking/confirmation is available upon request)
 - Application access via phone
 - Booking confirmation uploads
 - Tour and activities bookings
 - Receipts of travel costs.

2. Travel Advisor Fees

Client shall reserve Company’s services by signing and returning this Agreement along with a non-refundable planning fee equal to \$500 in full, prior to receiving any travel proposal from Company. The planning fee does not include any accommodations, flights and other tour costs (which are based on Supplier requirements and will be communicated via quote to Client). Client is required to pay all Suppliers via payment authorization from Company. Company does not require any additional commission or compensation to be paid by Client in regards to

the total price of the Package, but Client understands and agrees that Company may receive commissions from Suppliers.

The planning fee charges in this Agreement are based on Company's current pricing at the time of booking. Company's planning fee is adjusted periodically, and future bookings will be charged at the prices in effect at the time.

3. Credit Card Authorization & Chargebacks

Client shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of Client's travel bookings through Company. By submitting a credit card authorization form to Company, Client agrees to allow Company to use its payment method to purchase travel products from our Suppliers on Client's behalf. EXCEPT IN CASES OF FRAUD, CLIENT AGREES NOT TO FILE ANY DISPUTE WITH CLIENT'S BANK OR CREDIT CARD COMPANY TO AVOID OR VIOLATE ANY BOOKING TERMS AND CONDITIONS OF COMPANY OR ITS SUPPLIERS, INCLUDING CANCELLATIONS OR CHANGES OF ITINERARY OR ARRANGEMENTS FOR REASONS BEYOND THE CONTROL OF COMPANY OR ITS SUPPLIERS. IF CLIENT ATTEMPTS TO CHARGEBACK, REVERSE OR RECOLLECT A PREVIOUSLY AUTHORIZED TRIP PAYMENT, COMPANY RESERVES THE RIGHT TO COLLECT ALL ADDITIONAL COSTS, FEES AND EXPENSES ASSOCIATED WITH SUCH CHARGEBACK, REVERSAL OR RECOLLECTION, INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES.

All payments for travel are due prior to departure according to each Supplier's terms and conditions of booking. Client understands that failure to make final payment or any violation of a Supplier's conditions of purchase may result in cancellation of Client's reservations, in Client being denied access to any flights, tours, hotels, cruises, or other travel services, or in Client forfeiting any monies paid for Client's reservations.

4. Cancellations

Client understands and agrees that in some cases there is NO REFUND from a Supplier once a booking is made and under deposit. All cancellation requests must be sent to Company in writing, pursuant to the Notice provision in Section 33. As a result of cancellation of or rescheduling change to a confirmed itinerary, Company and Suppliers' cancellation and rescheduling penalties and change fees will apply. Company's cancellation fee is \$250. Each Supplier will have their own cancellation or rescheduling fee, which Client understands fluctuates depending on the Supplier. All cancellation and rescheduling fees will be charged to the credit card or other payment method Client authorized to pay for travel services or deducted from the Suppliers' refunds.

5. Products & Suppliers

Company sells a variety of travel related products from different Suppliers. Each Supplier has its own terms and conditions that are applicable to Client's particular arrangements and Client agrees to read through, acknowledge, accept, and abide by such terms. Company acts only as

an agent for the Client in all matters related to sightseeing tours, cruises, hotels, meals and other services, including all transportation whether by air, motor coach, rail, car, boat or by any other means. Client understands that Company neither owns nor operates such third-party Suppliers. Because Company is not a co-Supplier of such products and services, Client agrees to enter into separate contracts with such Suppliers in connection with those products and services. Suppliers, affiliates, online travel agencies (Expedia, Booking.com, Hotels Tonight, etc.) reserve the right to substitute hotels, alter Itinerary, withdraw any tour, and/or make any necessary adjustments due to unforeseen circumstances.

6. Booking & Reservations Vouchers

When purchasing travel related services through Company, Client understands and agrees it will be making an offer to purchase a Package. Once Client signs this Agreement, along with payment of the Company's planning fee in full, Client understands and agrees to enter an agreement for all costs related to Itinerary creation in its entirety. Company's email confirmation is NOT the contractual acceptance of the booking, but merely an acknowledgment that Company has received Client's offer. The terms of Client's Package (such as price, availability and/or dates of travel) are not guaranteed until the contract is formed between Client and the Supplier and a ticket and/or a reservation voucher has been confirmed and issued by Supplier. Once confirmed by the Supplier, ticket and/or reservation voucher will be issued and be delivered through email and/or Itinerary. The contract between Client and Supplier will relate only to those items confirmed by email and/or Itinerary with ticket and/or reservation numbers. Company is not required to provide itemized breakdown of pricing within Itinerary, but Company will retain receipts for Client's records. All reservations listed within Itinerary will be fulfilled on the delivery date set out in a ticket/reservation voucher, unless otherwise explicitly stated in Itinerary.

Company is not liable or responsible for any arrangements made independently of Company. Company assumes no responsibility for costs or fees Client incurs for independent arrangements not booked through Company, inclusive of, but not limited to, airline, hotel, excursion and travel protection related charges.

7. Itinerary Prices and Fees

Prices quoted by Company within Itinerary are subject to the following conditions:

- Prices include fees and taxes. However, the final price is subject to change without notice until full payment is received.
- Most prices quoted are in United States Dollars, unless unavailable from the Supplier.
- Airline cancellations, changes, and rebooking fees and rules are subject to the individual terms and conditions imposed by the carrier.
- Hotel accommodations are based on Run of House (ROH) double occupancy, unless otherwise indicated.
- All airline tickets are subject to supplemental price increases that may be imposed after the date of purchase. Post-purchase price increases may be applied due to additional costs imposed by Supplier(s) or government(s).

- Airlines may charge seat assignment fees, which are not the responsibility of Company. All seat selection costs are the responsibility of the Client.
- Supplier may charge a conversion rate fee on final purchase price. All conversion rate fees are the responsibility of Client.
- Luggage fees are not included in the quoted airfare price by Company and are subject to the conditions set forth in Section 11.4.

8. Client Credit Card on File

Client may be charged additional sums by the Company to offset any increased fees, fuel surcharges, taxes, and fluctuations in foreign exchange markets, or any combination thereof. Acceptance of these Terms and Conditions hereby implies Client's consent to any post-purchase price increases and authorizes the Company to charge Client's credit card for such additional amounts. Company shall give notice to Client of any increase in pricing at least 1 business day, or 24 hours, before authorization of charges are conducted on Client's Credit Card.

9. Authorization to Use, and Warranty of, Personal Information

BY REQUESTING TRAVEL SERVICES FROM COMPANY, CLIENT IS AUTHORIZING COMPANY TO OBTAIN CLIENT'S PERSONAL PRIVATE INFORMATION AND/OR TO PROVIDE CLIENT'S PERSONALLY IDENTIFIABLE INFORMATION TO THOSE THIRD-PARTIES THAT COMPANY DEEMS NECESSARY TO PROVIDE CLIENT WITH THE SERVICE THAT CLIENT HAS REQUESTED, AND TO PROVIDE THE TYPE OF INFORMATION THAT COMPANY DEEM IS REQUIRED AS AN INTEGRAL PART OF BOOKING CLIENT'S TRAVEL. COMPANY TAKES GREAT CARE TO USE ONLY REPUTABLE COMPANIES TO BOOK CLIENT'S TRAVEL. HOWEVER, COMPANY IS NOT LIABLE FOR THE MANNER IN WHICH SUCH THIRD-PARTIES HANDLE CLIENT'S PERSONAL, PRIVATE AND/OR PERSONALLY IDENTIFIABLE IDENTIFICATION INFORMATION, OR FOR ANY FAILURE BY SUCH THIRD-PARTIES TO PROTECT THE PRIVACY OF CLIENT'S INFORMATION. BY REQUESTING TRAVEL SERVICES FROM COMPANY, CLIENT IS CERTIFYING THAT ALL INFORMATION CLIENT PROVIDES TO COMPANY WILL BE ACCURATE, COMPLETE AND CURRENT AND THAT CLIENT IS NOT AND HAS NOT KNOWINGLY PROVIDED COMPANY WITH ANY FALSE INFORMATION.

10. Booking Accuracy & Legal Names

CLIENT IS REQUIRED TO IMMEDIATELY REVIEW THEIR BOOKING CONFIRMATION AND VERIFY ALL ASPECTS OF THEIR BOOKING, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: CLIENT NAME, MAILING ADDRESS, EMAIL ADDRESS, TELEPHONE NUMBER(S), DATE(S) OF BIRTH, PRICING, AIRFARE, DEPARTURE/ARRIVAL TIMES AND AIRPORTS, ACCOMMODATIONS, AND ORGANIZED ACTIVITIES. CLIENT SHALL NOTIFY

THE COMPANY IMMEDIATELY IF ANY ERRORS OR OMISSIONS EXIST OR OTHER CORRECTIONS ARE NECESSARY TO ADJUST OR OTHERWISE CHANGE CLIENT'S BOOKINGS. CLIENT VOLUNTARILY ASSUMES FULL AND SOLE RESPONSIBILITY FOR ANY AND ALL RISK AND/OR COSTS INVOLVED WITH FAILURE TO REPORT SUCH ERRORS OR OMISSIONS. CLIENT IS REQUIRED TO VERIFY THE ACCURACY OF THEIR LEGAL FIRST AND LAST NAMES. IT IS MANDATORY THAT NAMES ON BOOKINGS BE IDENTICAL TO THOSE ON ALL TRAVEL DOCUMENTS, SUCH AS PASSPORTS AND DRIVERS' LICENSES.

11. Airfare

11.1. General Conditions Governing Air Transport

a. Modification of Reservation

Unless indicated otherwise at the time of booking, airline tickets are highly restrictive, non-refundable and non-transferable. Modification of Client name, travel date, travel times, travel routing, or travel departure/arrival times and airports is at the sole discretion of the airline and, if permitted, will likely be subject to a substantial change fee. CLIENT IS RESPONSIBLE FOR ANY AND ALL CHANGE FEES AND FOR THE DIFFERENCE IN FARE, IF APPLICABLE.

b. Unused Airline Tickets

Company acts solely as an intermediary between Client and the airline. When Client is booked on an airline reservation, their credit card or debit card will be charged for the amount agreed upon. Credit will not be given by Company for any unused airline tickets and cannot be used towards any future bookings.

c. Seat Reservations & Assignments

Client, unless otherwise requested, is quoted in economy class seats to be booked by Company. All travel quoted will be round-trip, unless otherwise determined by Company. Company is unable to specify the type of aircraft used by any airlines or the amenities available on a particular flight. Seat assignments are subject to the airlines' policies and may not be able to be made until Client is at the airport on the date of departure. Client understands and agrees that all airline seats whether reserved or not are subject to change by the Airline at the time of departure. If applicable, Company agrees to add Client's frequent flyer mileage number and Travelers Identification Number reservation to the airline reservation at the time of booking. Client understands Client agrees that not all reservations are eligible for mileage accrual. Client further agrees that they are responsible to obtain their own Travelers Identification Number if they wish to receive a pre-check status within the United States.

d. Layovers

Client agrees that direct flights may be non-stop or may involve one or more layovers (the airline makes a stop but all portions of the flight keep the same flight number). Company is not responsible for any travel delays due to airline layovers. Company does NOT make any guarantees regarding the length layover times, and Client is solely responsible for ensuring it has adequate time during its flight(s) layovers for reasons including, but not limited to, accompanying children, going through customs, meals, and potential flight delays.

e. Airline Delays and Cancellations.

In the event that an airline cancels or delays a flight, Client shall contact the airline directly to rebook a flight. Client shall confirm all bookings with the airline prior to the stated date of departure (recommended is 72 hours in advance). Client is responsible for arriving at the airport in a timely manner before a flight. Company recommends Client arrive at the airport at least two hours prior to departure if traveling within the United States and three hours prior to departure if traveling internationally. Company will not reimburse Client for unexpected additional travel costs or for missed flights. Company will not provide refunds for trips missed or for delays or cancellations that occur at the discretion of the airline, are due to weather changes, or other causes listed in Section 11 (Force Majeure) below.

IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, CLIENT AGREES THAT THE COMPANY IS NOT LIABLE FOR ANY DAMAGES ARISING FROM, OR RELATED TO, ANY AIRLINE TIMETABLE CHANGES, SEATING REASSIGNMENTS, DELAYS, CANCELLATIONS, MISSED CONNECTIONS, MECHANICAL PROBLEMS, INCLEMENT WEATHER, LOST/DELAYED BAGGAGE, SCREENING AND SECURITY DELAYS, REFUSED BOARDING, ACTS OF GOD, TERRORISM, WARFARE, OR FAILURE TO CHECK-IN PROPERLY OR ON TIME.

11.2. Prohibited Practices

Client agrees that they will not deviate from their airline bookings by making any unscheduled stopovers. Client further agrees not to engage in the following prohibited practices:

1. "Hidden-City Ticketing" or "Point Beyond Ticketing." Hidden-city ticketing occurs when a passenger disembarks an indirect flight at the connection node;
2. "Throwaway Ticketing." The purchase and use of round-trip tickets for the purpose of one-way travel only, thereby throwing away the final segment of the ticket; and
3. "Back-to-Back Ticketing" The use of two or more different tickets issued at round trip fares for the purpose of circumventing applicable rules (such as advance purchase/minimum stay requirements).

Client agrees that when a ticket is purchased and used in violation of these rules, the Company and any applicable air carrier(s) have the right in their sole discretion to take all actions permitted by law, including, but not limited to, the following:

1. Invalidate the ticket(s);
2. Cancel any remaining portion of Itinerary;
3. Confiscate any unused Flight Coupons;
4. Refuse to board Client and to carry Client's baggage;
5. Assess Client for the actual value of the ticket which shall be the difference between the lowest fare applicable to Itinerary and the fare actually paid;
6. Delete miles in Client's frequent flyer account and/or terminate Client's participation in the frequent flyer program;
7. Prohibit Client from boarding commercial aircraft for travel within, into, or out of the United States; and/or
7. Take legal action against Client.

11.3. Loss of Tickets for Air & Other Modes of Transportation

Client agrees to safeguard their airline tickets and bear any and all costs related to loss or theft of airline tickets or other transportation tickets and vouchers (including, but not limited to, boat, train, bus, helicopter, and any other mode of transportation). If client loses their airline ticket or if their ticket is stolen, the Company advises that Client immediately report the airline ticket as stolen to the police, TSA, and to the carrier.

11.4. Luggage

Each airline has its own policy regarding luggage. Company recommends that Client check with the airline at least 72 hours in advance of departure to determine whether there are any applicable weight restrictions and additional charges relating to checked baggage. Client shall be responsible for paying for any charges regarding checked or overweight baggage, including, but not limited to, golf bags, car seats, equipment, musical instruments, sporting equipment and oversized luggage. Such charges shall be paid directly to the airline by Client.

Company is not responsible for any damage or loss of luggage by any airline. The airline may be liable to Client for loss, theft, or damage of the baggage Client entrusts to it only for the compensation contemplated in the international conventions and relevant statutes. In the event of damage, late forwarding, theft or loss of luggage, Client shall contact the airline directly and declare the damage, absence or loss of personal property. Client shall keep the following documents in case of damage or loss of luggage: travel ticket; baggage check-in slip; and photographs, if applicable. Company strongly recommends that Client obtain an insurance policy covering the value of Client's items before departure.

11.5. Hazardous Materials

U.S. federal law prohibits passengers from bringing hazardous materials on an aircraft.

1. 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 radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radiopharmaceuticals.

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>.

11.6. Insecticide Notice

Company recommends that Client refers to the U.S. Department of Transportation ("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>.

12. Unused Arrangements, Minimum Passenger Requirements & Alterations to Bookings During Trip

When tour, cruise or package prices are based on Suppliers' contract rates, Client will not be entitled to any refund for any unused portion of travel.

Some group tours are based on minimum number 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.

If Client decides to change any portion of its confirmed arrangements prior to departure or during its trip, Company will attempt to assist. Certain bookings may not be able to be changed. All requests for changes to a booking must be made in writing to Company.

The Supplier may determine that alterations in itinerary are necessary for any number of reasons, including but not limited to severe weather. Any alterations to an itinerary are at the sole discretion of the Supplier, and Company bears no responsibility for any changes.

13. Third-Party Liability

Client understands and agrees that Company's role related to guidance for retainment of Supplier is that of an advisor and that final Supplier selections will be made solely by the Client. Client shall relieve and hold Company harmless for any acts, errors, omissions,

representations, warranties, breaches or negligence of any such Supplier. Client is responsible for paying Supplier directly and all Supplier contracts will be between Client and Supplier.

Company assumes no responsibility for and shall not be liable for any refund, personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity that may be caused by: (1) any defaults, wrongful or negligent acts, or omissions of a Supplier; (2) any defect in or failure of any vehicle, craft, equipment, or instrumentality owned, operated, or otherwise used or provided by a Supplier; or (3) any wrongful or negligent acts or omissions on the part of any other party not under Company's control. Client hereby releases and holds Company harmless from any and all claims arising out of Supplier occurrences.

No undertaking, guarantee or warranty is given or shall be implied as to the fitness or condition of Client's accommodations, transportation, or any food, drink, medicine, or provisions. Client understands and agrees that Company shall not be responsible for refunding, either fully or partially, any amounts paid due to unsatisfactory services from any Supplier. In no event shall Company be liable for any accident which occurs in hotels, in resorts, on airplanes/in airports, on buses/in bus stations, on trains/in train stations, onboard a cruise ship, on tenders, onshore excursions, or during any mode of transportation encountered during the trip, resulting from equipment or any other cause.

14. International Travel Responsibility & Warranty

Client understands and agrees that it is their responsibility to ensure all details for travel documentation for all persons traveling in their party are correct and that they have reviewed all U.S. Government and other applicable government prohibitions, warnings, and advisories applicable to the foreign travel destination.

Client is responsible for fulfilling obligations related to obtaining passports, visas, and/or other immigration requirements, including vaccinations or other health related requirements for all persons traveling in their party.

Client agrees that every person traveling in their party are in good physical and mental health and have medical approval to travel. Any physical disabilities must be reported to Company at the time of initial booking. Client is required to provide their own personal or individually prescribed devices such as canes, wheelchairs, walkers, or similar devices. Company reserves the right to terminate this Agreement if Client's mental or physical condition make them unable to complete Itinerary. Client understands and agrees that Company shall be held harmless for any and all claims relating to termination relating to mental or physical condition.

Each country holds different views of past criminal offenses, whether within or outside of their boundaries. If Client or any of its traveling parties hold a current or prior criminal offense, Client understands that it has the sole responsibility to contact that country directly for entry and exit requirements. Client can visit the U.S. State Department Website for further information about these requirements. See, <https://travel.state.gov/content/travel.html>. Company does not inquire about an individual's criminal record in the interest of respecting Client's privacy. For example, if traveling to or through Canada, individuals with a Driving While Intoxicated (DWI) record should review current entry requirements. See:

<https://www.canada.ca/en/immigration-refugees-citizenship/services/immigrate-canada/inadmissibility.html>.

15. Travel with Minors

Client agrees that any minor child traveling with Client is in their care legally. In the event that Client is traveling with a minor child and Client is not the parent or legal guardian of such child Client must have and carry on their person during travel a signed and notarized consent form from the child's parents or legal guardians consenting to travel with Client. In the event that Client is traveling with their own minor child who does not share the same last name as Client, Client understands that they must provide and carry on their person the child's birth certificate during travel. COMPANY SHALL NOT BOOK TRAVEL ACCOMMODATIONS FOR ANY MINOR CHILD WITHOUT RECEIVING A SIGNED NOTARIZED CONSENT FORM, BIRTH CERTIFICATE, GUARDIANSHIP OR ADOPTIVE PAPERWORK FROM ALL LEGAL GUARDIANS OR PARENTS.

CLIENT AGREES THAT ALL MINOR CHILDREN ARE IN THEIR CARE AND CLIENT ASSUMES ALL RESPONSIBILITY OF POTENTIAL INJURY, DANGERS, AND RISKS ASSOCIATED WITH THE TRAVEL OF THE MINOR CHILDREN.

16. Assumption of Risk & Release of Liability

Client understands and agrees that they fully recognize there are dangers and risks to which they may be exposed by participating in travel activities including, but not limited to, strenuous activity such as hiking, walking, running, jumping, wading across or getting into water, strong currents, ocean waves, four-wheel drive roads, etc.; being in areas which might trigger a fear of heights or other fear responses; being exposed to normal and extreme weather conditions and other naturally occurring phenomenon such as harsh sun, altitude, extreme cold or hot temperatures, rain, snow, sleet, hail, wind, fog, tornadoes, wildfires, floods, avalanches; manual posing demonstrations or adjustments, camping, etc..

Client agrees to assume and take on all risks and responsibilities arising from or associated with any trip activity and release Company and all of its affiliates, divisions, departments and other units, committees and groups, and its and their officers, directors, principals, trustees, legal representatives, members, owners, employees, agents, administrators, assigns, and contractors, from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that Client may suffer arising from or in connection with travel activities, including any injury or harm, death, or damage to Client's personal property.

BY SIGNING THIS AGREEMENT, CLIENT UNDERSTANDS AND AGREES THAT COMPANY DOES NOT REQUIRE PARTICIPATION IN ANY TRIP ACTIVITY,

BUT CLIENT WANTS TO AND CHOOSES TO DO SO VOLUNTARILY AND KNOWINGLY—AND HAS PROPERLY PREPARED TO DO SO—DESPITE THE POSSIBLE DANGERS AND RISKS DESCRIBED HEREIN.

17. Travel Insurance

Company recommends Client obtains travel insurance for all travel plans. As the travel booking agent (when applicable), Company has a professional responsibility to recommend the purchase of travel insurance to protect activities within Itinerary. While Company does offer coverage through certain carriers, Company cannot compare all the policies or companies currently in the marketplace. This responsibility rests solely with Client to determine the proper policy and Company advises Client to do its research and find coverage that best fits Client's individual needs. CLIENT UNDERSTANDS AND AGREES THAT THEY HAVE THE SOLE RESPONSIBILITY TO READ THE TRAVEL INSURANCE POLICY WHEN IT ARRIVES. INSURANCE INFORMATION INCLUDES, BUT IS NOT LIMITED TO, DETAILS ON THE EXTENT OF COVERAGE AND PROCEDURES FOR MAKING A CLAIM.

If Client declines travel insurance, Client acknowledges and accepts liability for any cancellation penalties, damages and/or out-of-pocket expenses incurred. Client also acknowledges and accepts responsibility for arranging and paying for any treatment in case of a medical emergency while traveling. If coverage is declined, Client has waived its right to this important coverage and Client's Itinerary confirmation will note "declined" next to the travel insurance section. If Client has not purchased travel insurance, Client agrees to REVIEW THE INSURANCE DECLINATION CONFIRMATION FOR ACCURACY and contact Company immediately if Client believes Client has travel insurance and the confirmation is incorrect. Failure to contact Company will be considered a waiver of travel insurance.

All requests for claim services or reimbursement under the travel insurance policy must be filed directly with the travel insurance provider in accordance with the policy terms and conditions which Client is responsible for reviewing upon receipt. Company is not able to provide advice with regard to possible cancellations and any associated insurance claims processing. All queries regarding cancellation, penalties, and coverage should be directed to Client's particular travel insurance provider. Company will not communicate with insurance provider on behalf of Client.

Accordingly, Client acknowledges that Company cannot be involved in any aspect of an insurance claim/request for service.

CLIENT ACKNOWLEDGES AND AGREES THAT COMPANY HAS NO CONTROL OVER THE TRAVEL INSURANCE PROVIDER OR ITS COVERAGE DECISIONS AND, AS A RESULT, COMPANY IS NOT RESPONSIBLE FOR AND SHALL NOT BE LIABLE FOR POLICY COVERAGE, CLAIMS PROCESSING, OR THE DENIAL OF ANY CLAIMS.

18. Communication

Company's office hours are Monday – Friday from 10 Am until 6 PM EST. Company's primary source of communication is through its email zeina.zuaiter@curatorandscout.com. Company will respond to Client's emails within those office hours, and no more than 72 hours after Client emails Company. In the event a breakdown of communication occurs, Company will first notify Client that a response is needed within 24 hours and if no response is received, Company shall not be liable for any travel advice associated with the communication errors and Company reserves the right to terminate this Agreement.

19. Non-Disclosure & Confidentiality

Client agrees that the Itinerary created by the Company is considered Confidential Information. Client agrees to keep in strict confidence the Itinerary created by Company, with the exceptions stated in this Agreement. Client may disclose the Itinerary to a third-party emergency contact before departure. Client may also disclose the Itinerary for purposes of insurance coverage.

With the exception of the terms stated in Section 9, Company shall not disclose to any third-party any details regarding the business of the Client, including, without limitation the travel parties' names, drivers' license numbers, passport numbers, dates of birth, Itineraries, or contact information, without written permission from Client.

20. Currency Fluctuations

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

21. Right of California Customer to Make a Claim Under the California Travel Consumer Restitution Fund

Any Client who resides in California may be eligible for a refund for losses from a registered seller of travel that participates in the California state refund program. If Client were located in California at the time of its travel purchase, Client may have a right to file a claim for losses with the California Travel Consumer Restitution Corporation. Certain restrictions apply. For a claim form and additional information contact the Travel Consumer Restitution Corporation at <https://www.tcrcinfo.org>.

22. Maximum Damages

The sole remedy for any actions or claims by Client against Company shall be limited to a refund, the maximum amount not to exceed the total monies paid by Client under this Agreement.

23. Limitation of Liability

In no event shall Company be liable under this Agreement to Client or any other third-party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not Client was advised of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

24. Indemnification

Client hereby agrees to indemnify, release, discharge and hold harmless the Company, its heirs, legal representatives, assigns, employees or any persons or corporations acting under permission or authority of the Company from and against any liability or claims arising as a result of any third-party related to this Agreement.

25. Force Majeure

Company shall not be liable or responsible to Client, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the Company's control that were unpredictable and unforeseeable at the time of contracting, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Retainer and all other payments made by Client up to the date of a Force Majeure Event are non-refundable.

26. Reservation of Rights: Company's Changes to These Terms

Company reserves the right, in its sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms will be provided to Client.

27. Entire Agreement

This is a binding Agreement that incorporates the entire understanding of the Parties, supersedes any other written or oral agreements between Company and Client, and any modifications must be in writing, signed by both Parties, and physically attached to the original agreement.

28. Venue & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of New York including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. The Parties agree that any dispute or lawsuit arising out of, or concerning, this Agreement that is not first resolved by arbitration shall be resolved exclusively in a federal or state court of competent jurisdiction located in Suffolk County. The Parties assume responsibility for their own collection costs and legal fees incurred should enforcement of this Agreement should it become necessary.

29. Arbitration

Any and all disputes or disagreements arising between the Parties out of this Agreement upon which an amicable understanding cannot be reached, shall be decided by arbitration in accordance with the procedural rules of the American Arbitration Association. The Parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in Suffolk County, NY unless another location is mutually agreed to by the Parties. The cost and expenses of the arbitrators shall be shared equally by the Parties. Each party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

30. Severability & No Waiver

In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both Parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.

31. Transfer

This agreement cannot be transferred or assigned to any third-party without written consent of both Parties.

32. Headings

Headings and titles are provided in this Agreement for convenience only and will not be construed as part of this Agreement.

33. Notice

Parties shall provide effective notice ("Notice") to each other via email at the date and time which the Notice is sent.