



Booking Agreement Terms & Conditions

Now Boarding Travel, LLC specializes has over 15 years of experience exploring the world and is excited to plan your next journey. The terms "we", "us" and "our", and "Now Boarding Travel" refer to Now Boarding Travel, LLC a Michigan limited liability company. The term "you" and "traveler" refer to the customer and all members or their party that book through us.

The following terms and conditions are applicable to your booking. Travelers will be subject to the following terms and conditions, together with any additional documentation we give you, and any additional terms and conditions of any Supplier that are applicable to your travel arrangement ("The Agreement"). By making a booking and paying a planning fee you are consenting to be bound by The Agreement. **These terms and conditions contain important legal obligations that you make including a waiver of liability and waiver of a class action lawsuit, and choice of law provisions, so it is important that you read them carefully.** If you do not agree with any of the terms of The Agreement, you should not make a booking with us or participate in a trip.

If you are making a booking as a group, the leader of the group is responsible for sharing these Terms and Conditions with all members of the group and is financially responsible for the booking. We will not be liable for a group leaders failure to share these Terms with all travelers in their group.

You acknowledge and agree that we may change these Terms and Conditions from time to time and that those changes become effective immediately. If we make material changes, we will provide you notice. Your continued use of our services following the notice of any changes

constitutes your acceptance and agreement to be bound by such changes. You agree to be bound by the Terms and Conditions that are in effect at the time of travel or cancellation.

You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) you being denied access to the applicable travel related product or service.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct.

Scope/Agency. Now Boarding Travel does not provide, own, or control the travel services and products that are provided as part of your trip, such as flights, accommodations, rental cars, packages, or travel insurance (the "Travel Products"). The Travel Products are owned, controlled or made available by third parties (the "Suppliers") such as airlines, hotels and tour operators. The Suppliers are responsible for the Travel Products. The Supplier's terms and privacy policies apply to your booking so you must agree to and understand those terms. Your interaction with any Supplier is at your own risk; Now Boarding Travel does not bear any responsibility should anything go wrong with your booking or during your travel. Hence, as the traveler, you agree that Now Boarding Travel acts only as agent for the traveler in acquiring transportation, hotel accommodations, sightseeing and other privileges, or services for the travelers' benefit, and on the express condition that Now Boarding Travel shall not be responsible for any loss, accident, injury, delay, defect, omission or irregularity which may occur or be occasioned, whether by reason of any act, negligence or default of any company or person engaged in or responsible for carrying out any of the arrangements, or otherwise in connection therewith.

Booking/Payment: Planning any travel takes extensive time and research. Because of this, we charge a non-refundable \$300.00 per person planning fee before we begin work on your booking. Now Boarding Travel, after working with you on your trip details, will provide a proposed itinerary. Now Boarding Travel will work with you on any first draft changes if required. After any changes are made, you will then receive your final itinerary with an invoice and other important travel information. This invoice is subject to change until you receive confirmation that your travel is booked. Some tours and airlines will require a larger or payment in full to hold your booking. Traveler will be notified if a larger deposit is required. Deposits are NON-REFUNDABLE, unless stated otherwise in the Terms & Conditions of the Supplier.

Final payment is due as indicated on the invoice, but no later than 60 days before travel. For bookings within 60 days of travel, full payment is due at the time of booking and is 100% non-refundable. If any payment is not paid by the stipulated date, Now Boarding Travel reserves the right to treat the booking as canceled by you in which case the terms and conditions of cancellation become applicable.

Once payment for your trip is processed, you will receive i) a receipt and ii) a checklist of items for you to review travel documents. Please review documents carefully and promptly as we will

not be responsible for any errors. It is your responsibility to review all travel documentation and alert us as soon as possible with any corrections.

Booking Accuracy and Legal Names: Traveler is required to immediately review all aspects of their booking to verify (but not limited to): all travelers' names, mailing address, email address, telephone number, date of birth, pricing, airfare, arrival/departure airports, accommodations, and organized activities on your booking receipt. Please notify us immediately if any omissions and/or corrections are needed regarding the booking details. Traveler(s) voluntarily assumes full & sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions. Traveler is required to verify the accuracy of every traveler's LEGAL first, middle, and last names. It is mandatory that traveler names be identical to the LEGAL first, middle, and last names and identical to the names as they appear on booking and travel documents.

Credit Card Bookings: While we do accept major credit cards including Visa, Mastercard, American Express and Discover, travelers must provide to us a signed charge authorization agreement or click authorization for every transaction for your trip.

In certain cases, you have the ability to dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our service to make a reservation, you accept and agree to our cancellation policy. Now Boarding Travel retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper and we retain the right to investigate and rebut any such chargeback claims:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
- Chargebacks arising from inconsistency or inaccuracy with regard to the supplier's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of Now Boarding Travel or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.

Exchange Rates: Now Boarding Travel quotes prices in US currency, based on the exchange rates for the respective foreign currency. Exchange rates are subject to fluctuation. Traveler's exchange rate is only fixed when full payment is made, unless otherwise noted on Traveler's itinerary. Any price that Now Boarding Travel quotes is subject to change without notice until full payment is made, unless guaranteed in writing with a specific expiration date.

Late Fees: Final payments not received prior to the due date above will incur a \$25 per person late fee. All reservations are subject to cancellation and penalties as described below if payments are not received on the due date. Late fees are not covered by the travel insurance and are always non-refundable.

We reserve the right to refuse a booking without giving any reason and shall in that event return any deposit received.

Cancellation: As described above, planning travel takes extensive time and research and Now Boarding Travel is required to pay all suppliers well in advance of your vacation date. All suppliers have their own cancellation policies, which apply to your booking. All cancellations must be received by Now Boarding Travel in writing.

Upon receipt of your cancellation request, Now Boarding Travel will reach out to Suppliers for any applicable refunds as outlined in the Supplier's terms and subject to their review. If you are entitled to a refund, please note that the supplier is responsible for this refund, not Now Boarding Travel. Generally, flight tickets, hotel reservation and other items provided for the travel cannot be refunded if they are partially used. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible for a Supplier's failure to pay a refund or for Supplier bankruptcy or insolvency. Money will be refunded to the original payor.

In addition to the terms and conditions of our suppliers, any refund will be less our \$300 per person non-refundable planning fee and any non-refundable deposits and in accordance with the following schedule:

- 120 days 100% refunded, less per person non-refundable planning fee
- 119 - 60 days 50% refunded, less per person non-refundable planning fee
- Less than 60 days no refund

Regarding Airline tickets: If Now Boarding Travel booked your tickets, they are typically 100% non-refundable and subject to individual airline penalties/fees.

Because we and our Suppliers strictly adhere to our cancellation terms, we strongly recommend the purchase of a Travel Protection Plan.

Changes and Cancellation by the Supplier: We will inform you as soon as reasonably possible if a Supplier needs to make a significant change to your confirmed booking or to cancel. We will also liaise between you and the Supplier in relation to any alternative arrangements offered by the operator but we will have no further liability to you.

During local or national holidays, certain facilities such as museums, sightseeing trips and shopping may be limited or unavailable. In such instances itinerary changes are made by Suppliers seeking to reduce inconvenience to Travelers. Such changes are deemed not to be a major change, and no compensation will be payable to Travelers. Holidays, closing days and other circumstances may necessitate a change of the day of the week for scheduled regional meals, sightseeing or other activities. If you feel your enjoyment might be diminished by any of these circumstances please check with the respective national tourist office before selecting a specific departure date.

Non-Operation of Group Tours: All group tours are based on a minimum number of participants. Now Boarding Travel makes every effort to ensure that tours meet their minimum requirements. However, if the tour drops below the minimum number of travelers, cancellation of the tour may occur at the sole discretion of Now Boarding Travel. In such case, travelers will be advised as soon as possible. Now Boarding Travel reserves the right to change the departure date. We may offer alternative tour dates or other travel arrangements. You may choose to accept these arrangements or to cancel your booking, in which case a full refund will be provided. Any air cancellation will be in accordance with the terms of the carrier and Now Boarding Travel will not be liable for the carrier's refusal to make any refund whatsoever. In such case Now Boarding Travel will not be liable for any additional costs incurred outside of the tour prices such as visa and passport fees, travel insurance or any other purchases made by the traveler in anticipation of the tour.

Force Majeure: We cannot accept liability, provide any refund, or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss, injury, death, inconvenience or damage as a result of circumstances amounting to "force majeure". "Force majeure" means any event or circumstances which we or the Supplier of the services in question could not foresee or avoid. Such events and circumstances may include, acts of God, actual or threatened, war, insurrection, riots, strikes, civil action, decisions by governments or governing authority, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire, volcanic eruption, hurricane, earthquake, and all similar events outside our control. Furthermore, there will be no refunds due to fear of travel from actual or threatened terrorist, health, political, pandemic or other similar events.

Travel Protection: It is the traveler's responsibility to protect their purchases. For this reason, Travel Protection Coverage including additional Cancel For Any Reason Coverage is strongly recommended. Such plan should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss. Travel Protection Plans including Cancel For Any Reason Coverage must be purchased in close conjunction with your travel purchase.

Now Boarding Travel is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. Now Boarding Travel cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Now Boarding Travel cannot be held responsible for denied entry if a traveler is unable to provide details to authorities of insurance or denial of entry for any reason. Declining to purchase

an adequate travel protection plan could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. **If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.**

Changes to the Itinerary/Rates: The right is reserved to substitute hotels of similar category (if available) or change schedules without prior notice should circumstances so demand. In the event of a change in the itinerary necessitated by factors or conditions beyond the actual control of Now Boarding Travel no refund can be made, nor will credit be allowed, or refund given for any services provided in the itinerary should any such services not be utilized by tour members. We reserve the right to alter any itinerary, arrangement(s), or date(s), if it becomes necessary or advisable, and each trip traveler agrees to pay additional expenses required by such alternative(s), if any.

All prices are subject to change without notice. Availability of refunds for air transportation included in a tour and additional transportation costs for a person who does not utilize an air transportation part of the tour will vary with the type of transportation and the point at which transportation is not used and shall be made at the sole discretion of Now Boarding Travel. All rates quoted in the description(s)/itinerary(ies)/brochure(s) are based on the current carrier tariffs and current international exchange rates and are subject to adjustment without prior notification in the event of changes therein, and any increase resulting from such adjustment shall not modify the cancellation provisions in the tour description/itinerary/brochure or the Trip Reservations and Details from accompanying this disclosure notice.

Destinations: Travel to certain destinations may involve greater risk than others. Now Boarding Travel urges travelers 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>. In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country as well as understanding local laws that govern travel within a country, such as tracking. You are also responsible for obtaining any testing and providing any paperwork as required by governmental bodies due to COVID-19. **Should you choose to travel to a country that has been issued a travel warning or advisory, Now Boarding Travel will not be liable for damages or losses that result from travel to such destinations.**

Travel Documents: You and any minors traveling with you must be in possession of a machine-readable passport valid for 6 months after their trip return date along with applicable visas. Some countries require that your passport have two to four blank visa/stamp pages. Some airlines will not allow you to board if this requirement is not met. For information about passport requirements you can visit the State Department's website at <https://travel.state.gov/content/travel/en/passports.html>. It is your sole responsibility to secure and/or pay for any and all visas, reciprocity fees, affidavits, immunizations, etc. that are required to be permitted entry into each destination. In some countries you may be subject to entry

(reciprocity) fees and/or departure taxes/ exit fees which will be collected at the airports upon entry/departure by local government authorities. Please note that entry to any country may be refused even if the required information and travel documents are complete.

Visas: Some countries require visas to enter. Without a valid visa, you may be denied entry into the country. You can find out if you need a visa by visiting the embassy website of the country you'll be traveling to. It is your responsibility to ensure you have all the proper travel documents, to include your visa(s).

Children Traveling with One Parent, or Someone Who is Not a Parent/Legal Guardian, or Children Traveling in a Group: Foreign border officials may require custody documents or written consent from the other parent/both parents. Requirements vary by country, so if this applies to anyone in your traveling party please research the requirements and leave prepared.

When travelling 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. Examples: 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. For more information you can visit the TSA website at <https://www.tsa.gov/travel/security-screening/identification>.

For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements please check with your local consular services. Obtaining and carrying these documents is your sole responsibility. Now Boarding Travel bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

Health: Recommended inoculations for travel may change and you should consult your health care provider for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

Disinsection: Most countries reserve the right to disinsect aircraft if there is a perceived threat to public health, agriculture, or environment. While this is not a common practice, we want you to be aware that it is a possibility. This process includes the following: (1) spray the aircraft cabin with an aerosolized insecticide while passengers are on board or (2) treat the aircraft's interior surfaces with a residual insecticide while passengers are not on board. For more information you can visit the U.S. Department of transportation website at: <https://www.transportation.gov/airconsumer/spray>.

Non-Responsibility: Now Boarding Travel, and its employees, shareholders, agents, and representatives use third party suppliers to arrange tours, transportation, sightseeing, lodging, and

all other services related to this tour. Now Boarding Travel is an independent contractor and is not an employee, agent, or representative of any of these suppliers. Now Boarding Travel does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your tour. All suppliers are independent contractors, and are not agents or employees or representatives of Now Boarding Travel. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all travelers agree that neither Now Boarding Travel, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any tour traveler or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Now Boarding Travel. Now Boarding Travel assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any traveler that may result from any act or omission on the part of others; Now Boarding Travel assumes no responsibility or liability for personal property; and Now Boarding Travel shall be relieved of any obligations under these terms and conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. Now Boarding Travel accepts no responsibility for lost or stolen items. Now Boarding Travel reserves the right to refuse any traveler or potential traveler at its sole discretion.

Assumption of Risk/Waiver: Traveler is aware that travel such as traveler is undertaking on the trip may involve inherent risks, some in remote areas of the world. Inherent risks include, but are not limited to, risk of injury or death from: motor vehicles collisions, animals, roadway hazards, slips, and falls, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other travelers, Now Boarding Travel, LLC and its employees, agents and/or representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness,; known or unknown medical conditions, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

Traveler understands the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel. Traveler hereby accepts and assumes full responsibility for any and all risks of illness, injury or death and of the negligence of Now Boarding Travel and agrees to and shall hold harmless and fully release Now Boarding Travel from any and all claims associated with the trip, including any claims of third party negligence and/or the negligence of Now Boarding Travel and traveler hereby covenant not to sue Now Boarding Travel for any such claims or join any lawsuit or action that is suing Now Boarding Travel. This agreement also binds your heirs, legal representatives and assigns.

Indemnification: Traveler agrees to and shall indemnify and hold harmless Now Boarding Travel, LLC, and each of our officers, directors, employees and agents (collectively “Now Boarding Travel”), from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, “damages”) involved with or incurred by Now Boarding Travel (including, without limitation, reasonable attorneys’ fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) traveler’s breach or violation, or threatened breach or violation, of this Agreement and (ii) Any damage caused by traveler while participating in the trip.

Baggage Fees: Due to continual changes in airline baggage policies it is suggested that you inquire with your airline's website for up-to-date fees & information. Now Boarding Travel is NOT responsible for additional fees incurred for baggage or seating.

Re-Confirm Your Flight: Now Boarding Travel advises you personally to re-confirm your flight schedule within 24 hours prior to departure directly with the airline in case of any last-minute changes or delays. Most airlines allow you to check in online 24 hours prior to departure.

Pre-existing Medical Conditions/Persons with Disabilities: The nature of many of the destinations we travel to means that in some cases they may be unsuitable for those who use a wheelchair or have a lack of mobility. However, we will be delighted to discuss the feasibility of your participation in any of our trips.

It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your tour, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. Now Boarding Travel will communicate requests to Suppliers, but cannot be responsible if ADA accommodations are not available. Any accommodations provided will be at the sole expense of the traveler requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act and may not have wheelchair accessibility.

Our Suppliers are, unfortunately, unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by whoever the traveler is traveling with. Travelers with disabilities must notify Now Boarding Travel at the time of booking of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. We may request that you provide a letter from your doctor confirming your fitness to travel.

Governing Law/Submission to Jurisdiction. Jury Waiver/Notice of Claim: This Agreement and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Michigan exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in Michigan.

You agree that you will only bring claims against Now Boarding Travel in your individual capacity and not as a plaintiff or class member in and purported class action or representative proceeding. Now Boarding Travel shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages. **You understand and agree that no claims will be considered and that you will not bring suit against Now Boarding Travel unless you have first provided a typewritten notice of claim to Now Boarding Travel within 30 days after the tour or cancellation of the trip.**

Entire Agreement & Severability: This agreement, including any other documents, including invoices, we provide you, constitutes the entire agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to Now Boarding Travel. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.