#### TERMS AND CONDITIONS

These Terms and Conditions ("Terms") are:

BETWEEN: WomenOver60.Travel LLC ("Agency," "our," "us," or "we")

AND: You ("you," "your," "yourself," or (traveler") (each a "Party" and, together, the "Parties").

The Parties agree as set out below.

These Terms become effective upon (1) your written, digital, or electronic signature or (2) your delivery of payment authorization to us. The Terms will terminate upon completion of your Trip or until you, or we terminate it earlier in writing.

These Terms are subject to change at any time without prior written notice. The effective version is located at https://WomenOver60.Travel.

#### **DEFINITIONS**

"Booking" means a reservation made by the Agency regarding you.

"Supplier" means a party that provides travel services to the traveler.

"Traveler" means you and each traveler on the same booking.

"Travel Services" means travel products and services provided to Travelers by Suppliers, including air, land, or water transportation, lodging, auto rentals, tours, excursions, entertainment, food and drink services, and similar products and services.

"Trip" means the composite of all Travel Services for which the Agency makes Bookings.

"Trip Plan" means the documentation we provide to you with details and pricing regarding your Trip.

# **TRAVELERS**

You will: (1) carefully read and understand these Terms, your Trip Plan, and all correspondence between you and us regarding your Trip; (2) contact us to arrange the Trip Plan sufficiently prior to travel dates to ensure availability, avoid late-Booking fees and avoid fare increases; (3) confirm your written acceptance of your Trip Plan; (4) make all deposits and payments per the schedules and dates set out in your Trip Plan; (5) review, remain aware, and remain updated regarding travel warnings relating to your Trip by accessing the U.S. governmental travel advisory sites set out in these Terms; and (6) fully comply with the obligations to which you agree in these Terms.

You warrant that you are 18 years of age or older and have authority to sign and accept these Terms on behalf of all minor and adult Travelers on the same Booking who reside in your household.

If you do not understand any part of these Terms, please contact us in writing as soon as possible.

SUPPLIERS: We may license or engage qualified professional tour operators to organize and administer activities or travel. Any such designated tour operator, its parent, subsidiaries, and assigns, and their respective employees, affiliates, officers, directors, successors, representatives, agents, and assigns (collectively "Tour Operator"), in turn, acts only as an agent for any transportation carrier, hotel, ground operator, restaurants, or other suppliers of services connected with specific itineraries ("Suppliers").

Suppliers are independent of Agency, managed separately, who provide Travel Services to you. Suppliers are not subject to Agency's control there not employees, agents, representatives, or affiliates of Agency.

The Suppliers are solely responsible and liable for providing their respective services, and neither we nor Tour Operators are responsible for delay, mishap, inconvenience, expense, irregularity, bodily injury, illness, emotional distress, death, or loss to property occasioned by or through the conduct or omission of a Supplier, each of which is subject to the laws of the country or state where the services are provided.

In addition, the passenger tickets in use by any carrier(s) will constitute the sole contract between you and the carrier; the carriers are not responsible for any act, omission, or event during the time you are not aboard their conveyances.

Agency is not responsible for any Supplier's breach of contract, failure to comply with laws or regulations in any jurisdiction, or willful or negligent acts, errors, or omissions, which may result in price increases, delays, inconvenience, damage, loss, costs, injury, or death to Travelers or companions.

Suppliers operate under their own terms and conditions, which are separate from these Terms. All documentation, receipts, confirmations, and tickets issued are subject to the terms and conditions specified by each Supplier. By paying for Travel Services, you consent to the use of those Suppliers.

Please read all terms and conditions carefully you are responsible for understanding and complying with the terms imposed by each Supplier, including (1) payment of all amounts when due; and (2) rules and restrictions regarding the availability and use of Travel Services.

You understand that any violation of Supplier terms may result in denied access to Travel Services, cancellation of reservations, and forfeiture of any amounts paid by you. If such violation results in costs to Agency, you agree to promptly reimburse Agency for all such costs. Suppliers may require you to sign a liability waiver prior to participating in their Travel Services.

If a Supplier declares bankruptcy, it may not be obligated to transport you or to provide refunds. Following bankruptcy, Suppliers may continue to provide all or some Travel Services or they may stop operations. In such case, other Suppliers may, but are not required to, provide

alternative travel services to you. Agency is not permitted to provide refunds to you for Suppliers who have declared bankruptcy. Agency has no special knowledge about the financial condition of any Supplier.

Agency has no liability for recommending a Trip credit or a refund. All Supplier promotions, incentives, prices, and offers are subject to Supplier availability, which may change at any time without notice.

INDEPENDENT ACTIVITIES: If you decide to participate in any activity or excursion that is not arranged or led by us or the Tour Operator, neither we nor the Tour Operator shall have any responsibility for or control over your safety or well-being, which will be solely your responsibility.

PRIVACY POLICY: The guest consents to these Terms and Conditions and the Terms of Use and acknowledges Guest has read our Privacy Policy see: (https://www.womenover60.travel/privacy-policy). If any portion of the Trip is fulfilled by Suppliers (as defined above), by booking the Trip, Guest understands that we may provide Guest personal information to Suppliers for their independent use to fulfill the reservation.

TRIP ACTIVITY LEVEL AND REQUIREMENTS: You are advised to carefully read the details of your selected itinerary before booking a Trip. Certain itineraries may not be suitable for all Guests, including Guests with disabilities, due to terrain/local conditions, the nature of the activities, or otherwise. Neither our staff nor our Suppliers/contractors may physically assist Guests who need or may need assistance during the Trip or with respect to any Activity. All Guests are strongly encouraged to consult with their personal physician before booking a reservation. In addition, select itineraries may require Guests to obtain prior written approval from their personal physician. Please contact us about specific itineraries or activities.

TRAVEL RISK & INSURANCE: You understand and accept the inherent risks of choosing to travel. We recommend that you purchase comprehensive travel insurance to cover each Traveler. If you have not received a travel insurance quote from us, please request one as soon as possible.

If you decline to purchase travel insurance, you assume all risk and financial responsibility relating to your Trip, including (1) travel changes, interruptions, or cancellations; (2) baggage delays or loss; (3) travel supplier defaults; (4) medical costs; (5) accidents and emergencies; and (6) any other loss, cost, injury, or death that may arise.

Travel insurance covers matters expressly included in each policy. You understand that insurance policies may exclude coverage relating to certain matters, including (1) pre-existing medical conditions, (2) trip interruptions relating to any pandemic or epidemic, and (3) risk locations and activities. You hold us harmless if an insurance provider denies any of your claims for any reason.

This clause will survive termination of these Terms.

#### PERSONAL INFORMATION

You understand that, as part of Booking any Travel Services, your personal information may be conveyed to Agency, Suppliers, and other third-party providers to accommodate your travel, and you consent to the use of your personal information by these parties. Such personal information may include birth dates, passport numbers, travel dates, occupation, frequent flyer information, bank accounts, credit cards, and other information needed to secure travel arrangements.

Agency has no liability regarding: (1) the distribution of your information to any Supplier or other third party, including any CRM or other technology platform outside our control; or (2) any third party's failure to protect your personal information. You authorize Agency to keep your personal information for as long as needed to provide Bookings and for a reasonable period thereafter for Agency's legal or business purposes.

PRICING & INCLUSIONS: quoted prices are based on the precise inclusions we provide to you in the Trip Plan.

Unless specifically itemized on the Trip Plan, prices do not include other travel costs, fees, or taxes, including: (1) airports, ports, stations, security, agriculture, customs, immigration, visas, passports, or any other government-imposed fees or taxes; or (2) 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 treatment or tests, vaccinations, pharmaceuticals, or any other personal charges.

All Supplier prices and availability are subject to change without prior notice until you make full payment of deposits and other amounts due, as agreed in your Trip Plan. However, even following your full payment, you agree to pay additional fees that may arise for variable matters beyond our control, including fuel and other surcharges.

Agency has no responsibility for: (1) Supplier price transparency or disclosures, price changes, or variable fees; (2) currency exchange fluctuations; or (3) charges relating to foreign-currency transactions.

We reserve the right at any time for any reason to correct errors or omissions regarding prices, to re-invoice you at corrected prices, or to take any other corrective measures regarding your Bookings.

PAYMENT: You agree to make full payment of deposits and other amounts due as agreed in your Trip Plan.

If you do not make full payment of any deposit or other amount by its due date: (1) Suppliers may impose price increases, fees, or penalties; (2) Suppliers may cancel your Bookings in whole

or part; (3) Agency may cancel your Bookings in whole or part; and (4) your previous deposits and other amounts paid may be NON-REFUNDABLE under Supplier terms. You are solely responsible, and Agency has no responsibility or liability, for consequences relating to your late or non-payment.

If you request re-Booking, Agency will assist you with obtaining any refunds due to re-Booking Trips (e.g., using future cruise credits). However, Agency may, in its discretion, charge a NON-REFUNDABLE fee for re-Bookings.

Your payments in currency other than U.S. Dollars will be converted at then-current exchange rates. Agency payments to Suppliers will be converted at then-current exchange rates between U.S. Dollars and the currency in Supplier's country.

CREDIT & DEBIT CARDS: By submitting your credit or debit card ("Card") to us, you confirm that: (1) you are an authorized user of that Card; (2) you authorize us, or our agents, to charge your Card for payments on due dates agreed in your Trip Plan; and (3) you authorize us, or our agents, to credit to your Card any amounts charged in error.

You are responsible for all costs, including costs of recovery, relating to the following: (1) if you provide to us an incorrect Card number; (2) if our valid charges to your Card are

declined; (3) if your Card has insufficient funds on payment dates agreed in your Trip Plan; and (4) if your Card account is closed or expires before you pay all amounts agreed in your Trip Plan.

In any such event, you agree we have a right to suspend or cancel any Booking, and we have no obligation to refund amounts paid by you if we suspend or cancel any Booking.

CHARGEBACKS: You agree not to initiate, and you waive any right to pursue, any credit- or debit-card chargeback, reverse-charge, refund, or recollection (collectively, "Chargeback") for any reason, including delay, cancellation, refusal of entry, exit, or transit, force majeure event, Food Allergies, provision or non-provision of Travel Services, Supplier price changes, fees, or penalties, or any other matter relating to your Trip, except in the case of fraud. Even in the case of fraud, before initiating any Chargeback, you agree to first address the matter directly with us in writing to give us a reasonable time to investigate the matter and respond to you.

If you initiate a Chargeback relating to any amount we validly charge to your Card without our prior written authorization, you agree to pay us for all fees and costs, including attorney's fees and legal expenses, we incur to dispute and respond to that Chargeback.

This clause will survive termination of these Terms.

CHANGES, CANCELLATIONS, REFUNDS: You agree to comply with Supplier terms relating to change or cancellation of Bookings. Supplier terms may not allow refunds if you change, cancel, partially use, or do not use Travel Services for any reason, including actual, threatened, or

fear of potential health matters, pandemics, epidemics, weather conditions, terrorism, political unrest, or similar circumstances.

Further, you agree to all other change and cancellation policies of Agency and/or any supplier or trip cancel penalties that are more restrictive of which you will be advised prior to making your reservation. In all events, you are advised to purchase travel insurance:

UPON BOOKING, ALL DEPOSITS ARE 100% NON-REFUNDABLE 120 to 90 Days Before the Trip Start Date - 100% Deposit forfeiture + 50% penalty 89 to 0 Days Before the Trip Start Date - 100% NON-REFUNDABLE

If you have any claim for refund or adjustment regarding your travel, you will deliver it to Agency in writing, including full details and documentation regarding the background, rationale, and proof of payment.

This clause will survive termination of these Terms.

NO SHOWS: Failure to travel or show up for any Booking is considered a "no show." No show penalties will equal amounts up to the entire cost of travel, subject to terms and condition of Suppliers and Agency.

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 including air conditioning, elevators, bed size, connecting or adjacent rooms, handicap accessibility, restaurants, bars, fitness facilities, pools, and spas are not guaranteed at all properties and are not guaranteed to be operational or available during your stay. Refunds regarding amenities are the responsibility of the hotel.

AIR TRAVEL: Suppliers may require tickets to be paid in full at the time of Booking. Airline tickets, once purchased, may be NON-REFUNDABLE and NON-TRANSFERABLE, subject to Supplier terms and conditions. Most airlines consider a name-change to be a cancellation. Domestic flight requirements may differ from international flight requirements.

Seat assignments are based on availability at the time of selection and payment. Airlines may change seat assignments and aircraft or address other operational matters at any time. Agency cannot guarantee seats in specific locations or next to each other. Airline seat assignments, baggage, carry-ons, meals, drinks, and other services may be subject to additional fees. You are responsible for: (1) confirming in advance airline rules and availability of such services and baggage allowances and (2) paying all related fees.

Agency is not responsible for any: (1) fees imposed by airlines for services; (2) changes to seat assignments after selection and payment; (3) loss, injury, accident, error, or omission that may occur, including schedule changes, delays, cancellations, and expenses due to weather

conditions, airline operations, or equipment repair or failure; or (4) other matters beyond Agency's control. You agree to comply with safety guidelines of all airlines and hold Agency harmless from any liability due to airline rules and operations.

ITINERARY MODIFICATIONS/OUR RIGHT TO CANCEL: We will make every reasonable effort to operate the Trips as advertised; however, we and Tour Operator reserve the right to curtail or modify the itinerary, including but not limited to curtailment or modification of Activities, hotels, meals, transportation, and Experts, as we deem necessary. Further, we reserve the right to cancel the Trip or any Activity because of inadequate enrollment that makes any Trip or Activity economically infeasible to operate or because of good-faith concerns with respect to the safety, health, or welfare of the Guests. Please also note that during certain holidays and peak periods or due to repairs or renovations, some Activities may be disrupted or unavailable. Deviations from planned Trip itineraries or any aspects of the travel may occur. If conditions make river cruise routes unsafe for navigation or in other respects or raise sufficient doubt about safety, we and Tour Operator reserve the right to modify or provide alternate services, which may include, but are not limited to, providing accommodation on the docked ship or on land and/or substituting ground arrangements for river cruise transportation. We and the Tour Operator further reserve the right to reduce the number of Experts and to modify other services to accommodate a smaller group if a minimum number of guests is not reached. Similarly, the stated group's maximum size may be marginally exceeded if necessary to accommodate a family. None of these modifications or changes shall affect the Trip price or entitle you to any credit or refund.

We reserve the right to cancel any trip because of inadequate enrollment that makes the trip economically infeasible to operate or because of good-faith concerns with respect to the safety, health, or welfare of the Guests. If we cancel a trip prior to departure, the Guest will be provided with a full refund of monies paid; except in the event that the cancellation is due to a significant event that makes it infeasible to operate the Trip as planned, in which case the Guest will be provided with a refund and/or credit toward a future Trip equivalent to the amount paid.

If we or the Tour Operator cancels the Trip in progress, the Guests will receive a prorated refund based on the number of days not completed. If a Guest elects to leave a Trip in progress of their own volition, the Guest will not receive any type of refund. If we or the Tour Operator cancels the Trip in progress and the Guest elects not to immediately return to his/her original point of departure for the Trip, or if the Guest elects to leave a Trip in progress of their own volition, the Guest acknowledges and agrees that (i) the Guest shall be solely responsible for Guest's travel plans once Guest departs the Trip, (ii) neither we nor the Tour Operator shall have any responsibility for or control over your safety or activities once you depart the Trip, and (iii) you will be solely responsible for any and all costs that may arise out of your decision to not return to your original point of departure from the canceled Trip in progress. Except as outlined above when we cancel a Trip, you will have full responsibility for any expenses, including any non-

refundable expenses, incurred by you in preparing for a canceled Trip or for any additional arrangements should you embark prior to the scheduled group departure date.

TRAVEL AGREEMENT: The General Release, COVID-19 Release, and Travel Agreement, which also incorporates these Terms and Conditions (the "Travel Agreement") is an agreement containing a general release of liability, indemnity, assumption of risks, and other provisions provided to you upon booking, and is part of your reservation form requiring your signature of acceptance.

FORCE MAJEURE: Neither Womenover60. Travel LLC or Travel Planners International, LLC, subsidiaries, affiliates, and assigns, employees, officers, directors, successors, representatives, agents, and independent supplies, will be held liable for any loss or damage due to delay, cancellation, or disruption in any manner caused by any of the following causes, to the extent beyond our reasonable control: acts of God, accidents, riots, wars, hostilities, blockages, revolutions, riots, insurrections, terrorist acts, epidemics or pandemics (including but not limited to COVID-19), quarantines, civil commotions, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, labor strikes, fire, explosions, or sabotage.

NAME CHANGES/TRANSFERABILITY: Reservations and Trip components are non-transferable. We will make a reasonable effort to accommodate changes to guest names prior to departure provided that at least one member of the originally booked party travels; however, we reserve the right to pass on to you any third-party costs (such as from airlines or Suppliers (as defined herein)) we incur in so doing.

TRAVELER CONDUCT: You are responsible for (1) any damage or loss caused by your acts, errors, or omissions and (2) full payment for any such damage or loss directly to any Supplier or other third party.

Agency is not responsible for any costs relating to (1) Traveler conduct or (2) Traveler removal from any Travel Services, in whole or part, whether based on Traveler negligence, willful misconduct, or otherwise. You agree not to hold Agency, its owners, directors, employees, agents, or representatives accountable for any claims arising from Traveler acts, errors, or omissions.

Any Authorized Party may, in its discretion, refuse you any Travel Service, require you to leave any Travel Service, or require you to disembark any mode of transportation if the Authorized Party reasonably believes: (1) you are a danger to yourself or any other participant; (2) you have engaged in, are engaged in, or are threatening to engage in behavior that is socially disruptive, verbally abusive, physically abusive, obnoxious, harassing, discriminatory, obscene, or any other behavior that may adversely affect the safety, security, comfort, enjoyment, or well-being of any other participant, any Authorized Party, or any third party; or (3) you do not follow any rule, procedure, or instruction of an Authorized Party.

If you are subject to any such determination of an Authorized Party: (1) you may be left at any location, city, port, or place any mode of transport stops; (2) you will be solely responsible for all costs relating to your subsequent subsistence, accommodation, and transportation; (3) you will forego any right to any refund, in whole or part, of any fees paid by you for any Travel Services; and (4) no Authorized Party will have any direct or indirect liability of any kind relating to Traveler acts, errors, or omissions.

"Authorized Party" means any Supplier, including its owners, directors, employees, agents, and representatives, who provides to you Travel Services or related goods or services, including any ship operator, ship captain, tour operator, tour director, group leader, or crew member.

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.

Airlines and other Suppliers may impose charges for additional baggage and may have size restrictions for wheelchairs they can accommodate. 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. If you travel with a service 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.

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.

FOOD ALLERGIES: If you have food allergies or any similar conditions that may cause you harm during your travel ("Food Allergies"), please advise Agency in advance of Booking. If any Traveler has Food Allergies, each such Traveler: (1) acknowledges the possibility of an elevated risk of reactions, delays, or disruption during travel; and (2) has sole responsibility for his or her Food Allergies and for performing all due diligence relating to such Food Allergies prior to, during, and following travel.

RISK ACTIVITY: If you engage in any activity that may involve any risk of harm to your own or another person's health or well-being, damage to property, or costs relating to such activity

(collectively, "Risk Activity"), you are solely responsible for your decision to engage in, and your involvement with, such Risk Activity. You assume all risks, costs, losses, liabilities, and

claims relating to any Risk Activity. You will not pursue any claim against Agency, and you release Agency from all liabilities, relating to any Risk Activity.

Risk Activity includes any activity, or travel to any location, which can reasonably be regarded as inherently dangerous, hazardous, or otherwise having the potential to result in: (1) the damage to or loss of any property; or (2) the injury, disability, illness, or death of any person.

ILLNESS & INJURY: If you become ill or injured during a Trip, you will bear all responsibility for your well-being and treatment, if required. In such case, you will be responsible for all costs, planning, and logistics regarding alternative travel arrangements. You will not cause a delay or interruption regarding any Trip or otherwise burden other Travelers. You release Agency, Suppliers, and other Travelers from any liability relating to your illness, injury, missed flights or connections, travel delays, or unused Bookings.

BAGGAGE & PERSONAL ITEMS: You are solely responsible at all times for your baggage and personal items, including items acquired during your travel. Agency is not responsible for any damage, loss, delays, or other matters relating to such baggage and personal items.

PASSPORTS, VISAS, MEDICAL DOCUMENTATION: You are responsible for: (1) determining in advance all documents needed to enter, exit, or transit any jurisdiction, including passports, visas, and medical and other required documentation; (2) acquiring all such documentation; (3) ensuring all such documentation is current and in your possession; and (4) remaining familiar with and understanding the rules governing travel in each jurisdiction on your itinerary.

Agency is not responsible for: (1) your failure to update or possess passports, visas, or medical or other documentation that may be required to enter, exit, or transit any jurisdiction; or (2) determining the validity of your passport, visa, or medical or other documentation required by any jurisdiction.

NO REFUND will be issued for any costs or losses incurred as a result of Traveler's failure to obtain or possess any passport, visa, or medical or other documentation required by any third party. Refusal of entry, exit, or transit by any third party will not be a justification for cancellation or refund regarding Travel Services.

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. Minor Travelers (age 17 and under) traveling without an adult, with a single parent, or with a non-parent adult may be required to carry additional authorizations and documentation. Travelers are responsible for, and Agency has no responsibility relating to, such authorizations or documentation.

TRAVELER IDENTIFICATION & PROOF OF CITIZENSHIP: The Transportation Security Administration (TSA) requires all airline passengers to provide:(1) Secure Flight Passenger Data (SFPD); (2) full name as it appears on government-issued identification; (3) date of birth; (4)

gender; and (5) redress number (if available). The names 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 or non-matching information. Updated information regarding security measures and air travel requirements are available at https://www.tsa.gov/. We strongly recommend that Travelers review this website well before travel.

CRIMINAL RECORDS: Jurisdictions may restrict entry for persons with criminal records. You are responsible for understanding all destination entry laws and for knowing if you or anyone in your party has a criminal record. Agency does not inquire into Traveler criminal records in the interests of privacy.

PANDEMICS, EPIDEMICS, AND TRAVEL ADVISORIES: You are solely responsible for being aware of any compliance with any restrictions relating to pandemics, epidemics, and other travel advisories. You warrant that you have reviewed, understand, and will continually check 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, and other health threats, which can be navigated via the following links: (1) CDC https://www.cdc.gov/; (2) U.S. Department of State https://www.state.gov/. Government notices and policies may change before your travel, during your travel, and after you return from travel.

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 temperature checks in airports, hotels, cruise ships, trains, or other means of transport. If you fail to comply with 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.

RESTRICTED PRODUCTS & MATERIALS: You are responsible for knowing, understanding, and complying with applicable laws in each jurisdiction in which you travel or transit regarding possession and use of: (1) restricted or illegal products and materials, including: (a) animals and animal products; (b) plants, fruits, vegetables, and soil; (c) cultural artifacts; (d) alcohol; (e) tobacco and vapes; (f) firearms and ammunition; (g) knives and cutting instruments; (h) weapons; (i) flammables and explosives; and (j) any other products or materials that may be restricted or illegal from time to time; and (2) drugs, substances, and paraphernalia, including prescription, over-the-counter, and other products and materials, which may be restricted or illegal in some jurisdictions but unrestricted and legal in others ("Drugs"). Possession or use of Drugs may result in: (1) immediate termination of Travel Services; and (2) detainment,

prosecution, and incarceration by any government authority. Local laws may require you to carry evidence of medical prescriptions from a qualified physician.

HAZARDOUS MATERIALS: You are responsible for: (1) knowing, understanding, and complying with all applicable laws in each jurisdiction in which you travel or transit regarding hazardous materials and insecticides; and (2) confirming with your airline or other travel provider regarding your itinerary and applicable rules. All air passengers are prohibited by federal law from bringing hazardous materials aboard aircraft in their baggage or on their person. Violations can result in up to 10 years of imprisonment and significant fines under 49

U.S.C. 5124 (see https://www.govinfo.gov/). Examples include explosives, compressed gases, flammable fluids and solids, oxidizers, poisons, corrosives, radioactive materials, paints, lighter fluid, fireworks, tear gases, oxygen bottles, lithium batteries, and radiopharmaceuticals. Special exceptions apply for small quantities of medical and toilet articles carried in your baggage and on your person. Restrictions on hazardous materials are listed at: https://www.tsa.gov/. Some foreign airports require treatment of passenger cabins with insecticides prior to or during flights. The U.S. Department of Transportation lists such requirements at: https://www.transportation.gov/.

LIMITATION OF LIABILITY: We arrange Travel Services, which are provided and controlled by Suppliers who are separate from and independent of us. We have no management or control over Suppliers, including their staff, representatives, facilities, equipment, products, or services.

Suppliers have sole responsibility and liability to you for their respective Travel Services. We have no responsibility or liability to you, and we make no representation or warranty, express or implied, regarding the pricing, value, quality, suitability, safety, or provision of Travel Services.

We have no liability to you for any claim of damage or loss arising from any act or omission, negligent or willful, of any Supplier, Traveler, or other third party, including: (1) any damage to or loss of property; (2) any physical, emotional, or mental injury or death; (3) any cost, inconvenience, disruption, or delay; (4) any cancellation, bankruptcy, or cessation of operations; and (5) any misrepresentation or criminal act.

We arrange Travel Services, which are provided and controlled by Suppliers who are separate from and independent of us. We have no management or control over Suppliers, including their staff, representatives, facilities, equipment, products, or services.

Suppliers have sole responsibility and liability to you for their respective Travel Services. We have no responsibility or liability to you, and we make no representation or warranty, express or implied, regarding the pricing, value, quality, suitability, safety, or provision of Travel Services.

We have no liability to you for any claim of damage or loss arising from any act or omission, negligent or willful, of any Supplier, Traveler, or other third party, including: (1) any damage to or loss of property; (2) any physical, emotional, or mental injury or death; (3) any cost,

inconvenience, disruption, or delay; (4) any cancellation, bankruptcy, or cessation of operations; and (5) any misrepresentation or criminal act.

We have no liability to you for any indirect, incidental, consequential, punitive, special, or exemplary damages under contract, tort, or other theory of liability, even if we become aware of the possibility of such damages. If any decision-making authority awards you damages against us in law or equity, such damages will be limited to the total commissions we collect for making your Bookings.

Our entire liabilities are as stated in these Terms. All other representations and warranties—express or implied, by statute, law, or otherwise—are excluded.

This clause will survive termination of these Terms.

INDEMNITY: You, on behalf of yourself and all minor and adult Travelers on the same Booking who reside in your household (each an "Indemnifying Party"), agree to indemnify and hold harmless Agency and its owners, directors, employees, contractors, agents, representatives, advisors, and successors and assigns from all claims, damages, and costs, including attorney's fees and legal costs, arising from any: (1) breach of these Terms by an Indemnifying Party; or (2) act or omission, negligent or willful, by an Indemnifying Party. This clause will survive termination of these Terms.

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. Force majeure includes acts of God, floods, weather conditions, fires, explosions, accidents, war or threats of war (declared or undeclared), acts of terrorism, sabotage, insurrection, riots, strikes, or civil disobedience, pandemics, epidemics, quarantines, and government interventions.

Agency is not liable to you and will not provide any refunds caused by delay or non-performance under these Terms if such delay is due to any force majeure. If any Supplier is affected by a force majeure, it may, in its discretion, vary or cancel any itinerary or arrangement in relation to your travel without notice. In such case, you will remain responsible, financially and otherwise, for all alternative travel arrangements.

# **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, partnership, joint venture, or employment relationship between or among the Parties. You have no authority to bind Agency or incur any obligation on Agency's behalf.

Discretion. While each Party acknowledges its duty of good faith and fair dealing, a Party's discretion means it may consider its own interests without considering the effect of its decision on the other Party.

Notices. Notices under these Terms will be in writing and deemed given when sent receipt confirmed to the receiving Party's email or other address provided under these Terms for purposes of notice.

Acceptance. You may confirm acceptance of these Terms in writing, digitally, or electronically, including by clickwrap, sign-in-wrap, or other active or passive electronic confirmation. Any counterparts created will constitute a single original document.

Conflicts. If any conflict arises between Supplier terms and these Terms or travel documents prepared by Agency, the Supplier terms will control. If any conflict arises between these Terms and travel documents prepared by Agency, the latter will control.

Interpretation. The Parties intend that: (1) headings will not be used to interpret these Terms; (2) the words "include" and "including" are without limitation; (3) no text will be construed against either Party as author; and (4) all text is conspicuous.

Termination. Upon termination of these Terms, each Party's rights and obligations will cease immediately, but termination will not affect: (1) either Party's rights and obligations accrued but unsatisfied at termination; or (2) any provision of these Terms expressed to survive termination or by a reasonable reading of its context will survive its termination.

Governing Law. These Terms are governed exclusively by the laws of Oregon without regard to conflict-of-law principles of any jurisdiction.

Courts. If the Parties are unable to resolve a dispute through informal discussions within 60 days of notice of dispute, any claim arising from these Terms will be resolved exclusively by the state or federal courts located in Marion County, Oregon, which neither Party will challenge based on forum non conveniens or similar doctrine.

Equitable Relief: Either Party may seek injunctive or other equitable relief to remedy any actual or threatened breach of these Terms.

WomenOver60.Travel LLC is an independent agency authorized to operate under Travel Planners International.

# SELLER OF TRAVEL CREDENTIALS UNDER Travel Planners International.

California Registered Seller of Travel CST 2063964-50. Registration as a seller of travel does not constitute approval by the State of California. Fla. Seller of Travel Ref. No. ST-17873. WA UBI # 602 232 785.

# ADDITIONAL TERMS:

Warranties, Disclaimers, and Limitation of Liability

FOR THE AVOIDANCE OF DOUBT, REFERENCES HEREIN TO "US" "WE" AND "OUR" SHALL ALSO REFER TO OUR AFFILIATES. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PROVIDED BY US OR OUR SUPPLIERS OR PUBLISHED ON OUR WEBSITE MAY INCLUDE INACCURACIES OR ERRORS, INCLUDING PRICING ERRORS. WE DO NOT GUARANTEE THE ACCURACY OF AND DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO SUCH INFORMATION THAT APPEARS ON OUR WEBSITE. WE EXPRESSLY RESERVE THE RIGHT TO CORRECT ANY PRICING ERRORS ON OUR WEBSITE AND/OR ON PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE. IN SUCH AN EVENT, IF AVAILABLE, WE WILL OFFER YOU THE OPPORTUNITY TO KEEP YOUR PENDING RESERVATION AT THE CORRECT PRICE OR WE WILL CANCEL YOUR RESERVATION WITHOUT PENALTY.

ANY RATINGS FOR SUPPLIERS ARE INTENDED ONLY AS GENERAL GUIDELINES, AND WE DO NOT GUARANTEE THE ACCURACY OF THE RATINGS. WE MAKE NO GUARANTEES ABOUT THE AVAILABILITY OF SPECIFIC PRODUCTS AND SERVICES. WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PROVIDED BY US OR CONTAINED ON OUR WEBSITE FOR ANY PURPOSE. THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICES BY US DOES NOT CONSTITUTE OUR ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCT OR SERVICE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE DISCLAIM ALL WARRANTIES THAT OUR WEBSITE, ITS SERVERS, OR ANY EMAIL SENT FROM US OR OUR SUPPLIERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WARRANTY DISCLAIMERS MAY VARY FROM STATE TO STATE.

THE CARRIERS, HOTELS, AND OTHER SUPPLIERS PROVIDING TRAVEL OR OTHER SERVICES ON THIS WEBSITE ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF WOMENOVER60.TRAVEL, LLC, AN INDEPENDENT TRAVEL ADVISOR OF TRAVEL PLANNERS INTERNATIONAL, LLC ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES, OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. WE HAVE NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE, OR OTHER CAUSES BEYOND OUR CONTROL, AND WE HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, REROUTING, OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF, OR USE OF THIS WEBSITE OR OUR SERVICES OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE OUR WEBSITE WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF DESPITE THE LIMITATION ABOVE, WE ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IN ANY WAY CONNECTED WITH ANY OF THE OCCURRENCES DESCRIBED ABOVE, THEN OUR LIABILITY WILL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF (A) THE TRIP COST AS SUBMITTED ON YOUR GUEST CONFIRMATION, AND/OR SERVICE FEES, IF ANY, YOU PAID TO US IN CONNECTION WITH SUCH TRANSACTION(S) ON THIS WEBSITE, OR (B) ONE HUNDRED DOLLARS (US\$100.00) OR THE EQUIVALENT IN LOCAL CURRENCY.

THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

#### **GENERAL**

WE ARE ACTING AS AN INDEPENDENT CONTRACTOR AND NO JOINT VENTURE, PARTNERSHIP OR EMPLOYMENT RELATIONSHIP EXISTS BETWEEN YOU AND US OR OUR SUPPLIERS AS A RESULT OF THIS AGREEMENT OR YOUR USE OF OUR WEBSITE.

WE RESERVE THE RIGHT AT ANY TIME TO MODIFY THIS AGREEMENT WITHOUT PRIOR NOTICE TO YOU. YOUR CONTINUED ACCESS OR USE OF OUR WEBSITE OR

SERVICES SIGNIFIES YOUR ACCEPTANCE OF THE MODIFICATIONS TO THE AGREEMENT. YOU MAY NOT ASSIGN YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT TO ANY THIRD PARTY. WE MAY TERMINATE THIS AGREEMENT AT ANY TIME FOR ANY REASON, AND SUCH TERMINATION SHALL NOT AFFECT ANY RIGHT TO RELIEF TO WHICH WE ARE ENTITLED AT LAW OR IN EQUITY.

COMPLETE TERMS: THESE TERMS AND CONDITIONS ARE CURRENT AS OF THIS DATE.