



TERMS AND CONDITIONS

Version: (VI) January 2, 2022

eBiz Travels' Terms of Use

This site is owned by eBiz Travel (collectively known as "Host"). This Agreement describes the terms and conditions applicable to the services available through this website. This Agreement describes your responsibilities and, among other things, limits the liability of Host. Before submitting an account registration form and/or using any of the services offered on our website, please read all of this Agreement carefully. Your use of this website (the "Site") constitutes your agreement to be legally bound and abide by all terms, conditions, and notices contained herein. If you do not agree with any part of these Terms and Conditions, YOU MUST NOT USE THIS SITE. Additionally, children are prohibited from using this Site.

Host reserves the right, in its sole and absolute discretion, to amend this Agreement at any time by posting the amended terms on this Site. The amended terms shall be effective from and after the date that they are posted on the Site. Host incorporates herein, by reference, its [Privacy Policy](#).

GENERAL TERMS & CONDITIONS

COPYRIGHT NOTICE You, the User, acknowledge that all content included on this Site, including the information, data, software, photographs, graphs, video, typefaces, graphics, music, sounds, images, illustrations, maps, designs, icons, written and other material and compilations (collectively, "Content") are intellectual property and copyrighted works of Host and/or various third-party providers ("Providers"). Reproductions or storage of information or works retrieved from this Site, in all forms, media and technologies now existing or hereafter developed, is subject to the U.S. Copyright Act of 1976, Title 17 of the United States Code.

TRADEMARK NOTICE: Product and company names identified on this Site may be the trademark, trade name, service mark, logo, symbol or other proprietary designation of a third party. The use on this Site of any name, trademark, trade name, service mark, logo, symbol or other proprietary designation or marking of or belonging to any third party, and the availability of specific goods or services from such third party through this Site, should not be construed as an endorsement or sponsorship of this Site by any such third party, or the participation by such third party in the offering of goods, services or information through this Site.

ACCEPTABLE USE: It is a violation of law to purchase a product in a false name or with an invalid credit card. Please be aware that even if you do not give us your real name, your web browser transmits a unique Internet address to us that can be used by law enforcement officials to identify you. Fraudulent users will be prosecuted to the fullest extent of the law.

NO WARRANTIES: Unless a Provider has agreed otherwise, all products, services, advice, merchandise, and information available through this Site are provided on an "as is", "as available" basis without warranties of any kind, either expressed or implied, including but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Without limiting the above, no warranty or guarantee is made (i) regarding the purchase of any product, (ii) that a User will receive the lowest available price for goods and/or services available through this Site, (iii) regarding the availability of products and/or services through this Site or, where applicable, at any participating retailer or retailer location, (iv) that use of this Site and all software, products or services associated with this Site will be error-free, (v) regarding the results that may be obtained from the use of this Site, (vi) regarding the completeness, accuracy, reliability or quality of any information content, data, service, advice or merchandise provided or available through this Site, or (vii) regarding the performance or non-performance of this Site including, but not limited to, any performance or nonperformance in connection with or as a consequence of the passage of time to and beyond the year 2018. You expressly agree that the use of this Site is at your sole risk.

GENERAL LIMITATION OF LIABILITY

IN NO EVENT SHALL Host, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, OR PROVIDERS, TRAVEL SUPPLIERS (COLLECTIVELY, THE "COVERED PARTIES"), IN SELLING TRAVEL SERVICES OR ACCEPTING RESERVATIONS OR BOOKINGS FOR SUCH SERVICES PROVIDED TO YOU. DOES NOT ASSUME LIABILITY FOR ANY INJURY, DEATH, LOSS, CLAIM, DAMAGE, ACT OF GOD, ACCIDENT, DELAY, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH ANY USE OF THIS SITE OR WITH ANY DELAY OR INABILITY TO USE THIS SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED THROUGH THIS SITE, EVEN IF Host HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. If you do not agree with any part of these Terms and Conditions, YOU MUST NOT USE THIS SITE. Additionally, children are prohibited from using this Site.

Further, the Covered Parties accept no responsibilities for any damage and/or delay due to Provider cancellations, shortages, sickness, pilferage, labor disputes, machinery breakdown, quarantine, government restraints, weather or causes beyond the Covered Parties' control. No responsibility is accepted for any additional expense, omissions, delays, re-routing or acts of any governmental authority. No Covered Party shall be responsible for any Provider's breach of any warranty including, but not limited to, implied warranties of fitness for a particular purpose or merchantability, nor shall any Covered Party be responsible for any other wrongdoing of a Provider (including any liability in tort), as to any products and/or services available through this Site. No Covered Party shall be responsible for any Provider's failure to comply with these Terms and Conditions nor for any Provider's failure to comply with applicable federal, state and local law including, without limitation, laws governing the sale, warranty, and return of perishables.

If notwithstanding the above, a Covered Party is found liable for any loss or damage relating to the use of this Site, User agrees the liability of any such party shall in no event exceed the fee or charge to the User assessed by Host for making a Purchase.

Some states, to the extent their law might be deemed to apply notwithstanding the selection of Florida law as described below, do not allow the limitation of liability, so the foregoing limitations might not apply to you.

THIRD PARTIES: If you use this Site to purchase products or services for or on behalf of a third party ("Third Party"), you are responsible for any error in the accuracy of information provided in connection with such use. Also, you must inform the Third Party of all Terms and Conditions applicable to all products or services acquired through this Site including all rules and restrictions applicable thereto.

Each User using this Site for or on behalf of a Third Party agrees to indemnify and hold each Covered Party harmless from and against all liabilities, losses, damages, suits, and claims (including the costs of defense), relating to the Third Party's or the User's failure to fulfill any of its obligations as described above.

Links to other Websites and Services: To the extent, this Site contains links to outside services and resources, any concerns regarding such services or resources should be directed to the particular outside service or resource provider. None of the Covered Parties guarantees or warrants the accuracy or completeness of the information or content included on the Web sites of these outside services and resources.

TERMINATION OF USAGE: User access to all or part of this Site may be terminated or suspended at any time, without notice and for any reason.

MISCELLANEOUS: The captions in these Terms and Conditions are only for convenience, and do not, in any way, limit or otherwise define the terms and provisions of these Terms and Conditions.

These Terms and Conditions, and the related Parts of this Agreement relating to each service represent the entire agreement between you and each Covered Party regarding your use of this Site and supersede any prior statements or representations. The internal laws of the State of California shall govern the performance of the terms and conditions of this agreement.

RELEASE OF LIABILITY: Specific events subject to change. By booking the package, you (the customer, traveler, passenger) agree to release and hold harmless eBiz Travel., and their respective officers, directors, members, managers, principals, employees, representatives, attorneys, insurers, re-insurers, successors, assigns, and agents, (collectively, the Released Parties) from and against any claim or cause of action arising out of or in connection with your travel on and participation in the event, including, but not limited to: (1) injury, death or delay of passengers, or loss, damage or delay of or to passengers' baggage or other property, which may be caused, directly or indirectly, in whole or in part, from participation in the event, including, without limitation, passenger's use of or participation in any shore excursion, on board concession or athletic or recreational activity; (2) lost or incorrect reservations; (3) emotional distress, mental suffering or anguish or psychological injury of any kind under any circumstances (except when such damages were caused by the Released Parties' negligence and resulted from the same passenger's sustaining actual physical injury, or having been at risk of actual physical injury, or when such damages are held to have been intentionally inflicted by the Released Parties); (4) any change in scheduled events and/or celebrity appearances; or (5) eBiz Travel exercise of its contractual rights. You further agree that the Released Parties shall not be held vicariously liable for the intentional or negligent acts of any persons or employed by any of the Released Parties, nor for any intentional or negligent acts of any of the Released Parties' employees committed while off duty or outside the course and scope of their employment.

CLASS ACTION CLAUSE: Except where prohibited, you (the passenger) agree that: (1) all disputes, claims, and causes of action arising out of or connected with the event shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of California; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with the event, but in no event attorneys' fees; and (3) you waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages.

RESPONSIBILITY CLAUSE: Host acts only as agent for the various carriers for which tickets are provided and assume no responsibility or liability in

connection with the service for any vessel, carriage, motor vehicle or other conveyance which may be used wholly or in part, in the performance of its duty to passengers; neither will they be responsible for the vehicle, or through neglect or default of any company or person engaged in conveying the passenger. Host shall not be responsible for breach of contract or any intentional or careless.

FORCE MAJEURE: eBiz Travel or its Suppliers assumes no liability for any loss, damage, or entry of any nature in whole or in part resulting from an Act of God, or any other force majeure condition, including but not limited to and without limitation: fire, volcanic eruption, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, any and all strains and future pandemics, epidemics, outbreaks, and any other acts of a similar nature. Sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by eBiz Travel or its Suppliers that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. If any of these conditions apply, eBiz Travel, including its officers, directors, employees, representatives, affiliates, suppliers, vendors, or providers, (collectively, the "Covered Parties") shall be excused, discharged, and released from performance to the extent such performance is so limited or prevented, without liability of any kind.

ASSUMPTION OF RISK: Be aware that during your participation on vacations operated by eBiz Travel certain risks and dangers may arise beyond our control, including, but not limited to: the hazards of traveling in undeveloped areas; travel by boat, train, automobile, aircraft, or other means of transportation; forces of nature; political unrest; acts of lawlessness or terrorism; and accident or illness in remote regions without means of rapid evacuation or medical facilities. eBiz Travel will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. While eBiz Travel will use its best efforts to ensure that adequate measures

are taken, by agreeing to participate in a vacation and/or optional excursions you agree that you will hold eBiz Travel, including its officers, directors, employees, representatives, affiliates, suppliers, vendors, or providers, (collectively, the "Covered Parties") harmless regarding any provision of medical care or the adequacy of any care rendered. eBiz Travel is not responsible for such risks and dangers that may arise beyond our control. Payment of your deposit indicates you accept these risks and dangers and agree to hold eBiz Travel, including its officers, directors, employees, representatives, affiliates, suppliers, vendors, or providers, (collectively, the "Covered Parties") harmless for such.

SMOKING is not allowed on transportation that is exclusively included with eBiz Travel, including its officers, directors, employees, representatives, affiliates, suppliers, vendors, or providers, (collectively, the "Covered Parties"). On cruise ships, smoking is restricted to certain areas of the vessel. Smoking includes cigarettes, e-cigarettes, cigars, e-cigars, or any other smoking device. Any carriage or possession of illegal drugs will result in immediate termination of the eBiz Travel vacation. You are responsible for knowing and observing the licensing laws for drug possession for all countries and states you are visiting. Repatriation is at your expense.

BINDING ARBITRATION: Any dispute between the passenger and eBiz Travel, including its officers, directors, employees, representatives, affiliates, suppliers, vendors, or providers, (collectively, the "Covered Parties"), directly or indirectly relating to the Terms & Conditions and/or the vacation undertaken, shall be first submitted to mediation in San Bernardino, California before a mediator mutually agreed to by the parties. If mediation is not successful, then the dispute shall be resolved by binding arbitration under California law before the All passengers agree that any disputes concerning, relating, or referring to this Agreement, the brochure, or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration according to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then-existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) California Law and will take place in San Bernardino, California

Arbitration against eBiz Travel, including its officers, directors, employees, representatives, affiliates, suppliers, vendors, or providers, (collectively, the "Covered Parties") must be submitted in writing under the laws of the State of California and received by eBiz Travel no later than 60 days after completion of the eBiz Travel trip. Guest claims not submitted and received within this time shall be deemed to be waived and barred. Neither of the parties nor any affiliate of the eBiz Travel shall, in any case, be liable for other than compensatory damages, and they hereby waive any right to claim punitive damages. Any action to enforce the arbitrator's decision shall be brought only and exclusively in the state or federal courts in the State of California, USA.

No person, other than an authorized representative of the eBiz Travel by a document in writing, is authorized to vary, add, or waive any term or condition on its website or in its brochure, including any term or condition outlined in the preceding provisions. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

VOLUNTARY PARTICIPATION: I acknowledge that I have voluntarily applied to participate on the trip designated on this application (or a trip which I may change to) and that I have read the description of the trip as it appears in the current eBiz Travel website relating to the trip, together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the hazards involved. Additionally, I acknowledge I have read the Terms and Conditions and all the booking information sections of this document and I fully understand its contents. I am fully aware of that this release of liability and a contract between myself and eBiz Travel, including its officers, directors, employees, representatives, affiliates, suppliers, vendors, or providers, (collectively, the "Covered Parties") website relating to the trip, together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the hazards involved.

COVID 19 WAIVER OF LIABILITY: In Spring 2020, the World Health Organization (WHO) declared that the Novel Coronavirus (COVID-19) a worldwide pandemic. If contracted, this virus has the ability to cause the traveler extreme illness, including, but not limited to, death. Travelers/

Passengers understand that they are taking the risk of traveling with the knowledge that of the effects of contracting COVID-19.

eBiz Travel is not liable for any loss due to failure to read and understand this information, as the considerations included in this document may be critical to your upcoming trip. eBiz Travel regular booking conditions and policies also apply. All considerations in this document apply to the person signing.

For more information, before traveling eBiz Travel recommends you consult either the Canadian or US Government websites for any specific travel advisory information pertaining to your destination.

ALL TRAVELERS MUST All Travelers must sign a **COVID 19 WAIVER OF LIABILITY FORM**. Form must be signed w/in 48 hours of paying your deposit. **Failure to return the COVID 19 Waiver of Liability Form w/in 48 hours will result in CANCELLATION of your registration.**

TERMS & CONDITIONS THAT SPECIFICALLY APPLY TO EVENT SERVICES

REFUNDS: Any request for refunds is subject to these Terms & Conditions; no refund will be made for unused services for unused transportation and excursions where group activity tickets are involved, or for voluntary modifications made by the traveler.

FOR PRIVATE TOURING, changes made at your discretion en route to tour features, timings, or tour services (e.g. meals, included sightseeing, etc...) are not refundable nor exchangeable for other services. Customers not using the included transfer will not be given a cash equivalent or vacation price reduction.

ROOMMATE POLICY: If you book double occupancy for your trip and you do not have a roommate, as a courtesy, we will attempt to pair you with another client, of the same gender, who also needs a roommate. However, if 90 days before your trip, you do not have a roommate; you will be required to pay the single occupancy supplement for your trip. Payment of the single occupancy supplement can be paid over the 3 months before the trip departure date. Effective for all trips departing after May 25, 2020.

PASSPORTS & VISAS: It is your responsibility to verify all visa and passport, and traveling ID requirements necessary for your vacation. You are responsible for obtaining independently and paying for all visas and entry documents, for meeting all health and other requirements, and for any documents required by the laws, regulations, orders, and/or requirements of the countries you will visit. eBiz Travel cannot accept liability for any passenger refused entry onto any transport or into any country due to failure of the passenger to carry correct documentation or adhere to specific entry and exit requirements. All passengers MUST consult the U.S. Department of State Travel for passport and visa guidelines. Non-U.S. citizens must consult with appropriate consulates to determine if any visas or other documents are needed.

You must have a passport to travel internationally. Most countries require that the passport be valid for at least six (6) months beyond the conclusion of your trip. It is recommended you have a minimum of three blank pages in your passport when traveling. Multiple-entry visas are required for some vacations. The process of obtaining a visa and/or passport can take up to three months or more.

TRAVEL DOCUMENTS: Passenger Travel Documents, including e-ticket itineraries, are available approximately 2-3 weeks before departure, provided full invoice payment, emergency contact details, and passport/government issues ID information (when required) has been received. If available, additional service changes and/or shipping fees will be required for documents requested early, printed documents, early air ticketing, alternate delivery options (including delivery to multiple addresses), and for any delivery outside the continental United States. Expedited delivery charges are required for reservations made within 45 days of the commencement of services. Charges will be quoted at the time of reservation and/or request. For most trips, printed documents are available.

PACKAGE PRICING & AVAILABILITY: Tour pricing fluctuates and at any time before a confirmed reservation the tour price may be increased or decreased without warning. Once a tour is confirmed the price is locked in and will not increase; unless the offering is no longer available. Occasionally we offer discounted pricing based on inventory which is not retroactive to

previously purchased bookings. Any changes in occupancy done post-booking will be done at the current pricing available. All prices are based on the rates of exchange in effect at the time of price quotation. In the event that the US dollar devalues or airfare rates increase, eBiz Travel & Warder & Associates reserves the right to increase prices accordingly. Your final invoice will reflect increases resulting from currency devaluation.

MISSED PAYMENTS: If you should go more than 30 days after your monthly payment was due your trip is subject to cancellation. Once your trip is canceled you will be notified via your email. You may reinstate your trip within 7 calendar days of cancellation by paying the full amount past due.

MEALS: As specified in each itinerary. Meals are based on the hotel's or restaurant's buffet or set menu. In general, beverages are not included, unless specifically stated. Although eBiz Travel cannot make guarantees, every effort will be made to honor special dietary requests submitted in writing on our registration form or by email at least 4 weeks before departure.
info@ebiztravel.net

TRAVELING WITH CHILDREN: If you are traveling with children, you are solely responsible for their behavior and monitoring them throughout the tour. Due to heightened security, many countries have adopted practices to prevent international abductions of children. If a child will be traveling with adults other than the parents or with only one parent, it is recommended that a notarized letter be written by the parents or non-traveling parent granting authorization to travel, including the dates of travel. It is the responsibility of the passenger to contact the appropriate consulate and airlines for exact requirements because they may have additional requirements or recommendations.

GROUP HARMONY: To ensure the desired group synergy, eBiz Travel reserves the right to accept, reject or expel any individual who is deemed disruptive or incompatible with the interests of the group, including, but not limited to, individuals who are intoxicated and/or under the influence of drugs leading to a negative experience for the remainder of the group. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will necessarily be borne by the passenger. All unused services are non-refundable.

LUGGAGE AIRLINES & TOUR COMPANIES: It is the responsibility of all travelers to check the airline's website for checked baggage size and weight. Many airlines apply charges for checked bags. eBiz Travel is not responsible for checked bag fees, excess luggage, or weight charges levied by an airline. If your luggage is lost or damaged by the airlines, a baggage claim form MUST be filed with the carrier before leaving the airport. We recommend that you use brightly colored luggage tags, straps or other identifiers to help you locate your luggage upon arrival or to describe it if it is lost.

Luggage (Escorted Tours): All eBiz Travels' escorted tour buses allow one piece of luggage per person, plus carry-on bag. Additional baggage will be subject to a handling charge of \$100 per piece. As eBiz Travel will not be responsible for loss or damage to luggage and personal belongings, you MUST report any loss or damage immediately at the time of the incident and obtain a written report from the local authority for submission to your insurance provider.

TIPPING: Complete tipping guidelines are as follows: Drivers including private cars and motor-coach drivers: \$5-\$10 per person, per day Tour Guides: \$10-\$20 per person, per day

PAYMENTS & CANCELLATIONS

DEPOSIT: A deposit is due at the time of reservation. All deposits are non-refundable and non-transferable. All reservations (except where specified) will require a deposit and will be noted the amount due and monthly payment plan.

FULL PAYMENT: All reservations can be paid in full at the time of booking as long as the tour still has available space. If you want to pay for your trip in full, please contact our office: info@ebiztravel.net | 800-906-6756

FINAL PAYMENTS may be deducted automatically using the credit card you have on file, via PayPal, Stripe, or your submission by clicking the pay invoice button on your personal invoice, on the due dates corresponding to the payment plan. If you would like to change your credit card, please contact eBiz Travel by emailing info@ebiztravel.net, additionally please update your credit card authorization form. Trips must be paid in full by the final payment

date of the trip noted in the confirmation email. If full payment is not received by that date a penalty charge will be placed on the account after one day after final payment due. Please see the individual tour description for late fee charges. After 7 business days of failing to make the final payment eBiz Travel reserves the right to cancel the trip.

REQUIRED PAYMENTS: As of January 1, 2018, all payment plans require monthly payments either by your personal invoice or by automated PayPal and/or Stripe.

TERMS & CONDITIONS FOR CREDIT CARD SUBMISSIONS & USE: By clicking submit, you certify that you are the card holder and that you authorize eBiz Travel or its Suppliers to charge your credit card in the amount indicated. You are further advised that the posted charge may be in the name of Warder and Associates, eBiz Travel, or one of our Suppliers. Penalties may apply for changes and/or cancellations. Please check and sign your signature on the Credit Card Authorization form to accept these Terms and Conditions and process your payment. Be advised that electronic signatures are Under no circumstances may a purchase be made by a User utilizing this Site unless the User has provided Host with the account number and expiration date of a major credit card. The Host reserves the right to "revoke offers or correct errors" even if a credit card has already been charged.

LATE PAYMENT: If there is any outstanding balance by the Final Payment Due date listed on your invoice, a late fee will automatically be added to your invoice one day after your final payment date. Please see each tour description for the late fee cost.

REINSTATEMENT OF RESERVATIONS: If your travel reservations have been canceled, and you notify us within 14 days that you want to reinstate your reservations, a service reinstatement fee of \$50 (\$200 for international tours) will be added to your invoice and must be paid in advance to apply for reconfirmation of services. All reinstatements will be at the discretion of eBiz Travels' supplier/vendor.

TRIP CANCELLATION FOR REASONS OUTSIDE OUR CONTROL: In the rare event that it becomes necessary to cancel the trip for reasons beyond our control, such as terrorism, strikes, acts of government, weather, or

reasons listed in our Force Majeure policy, we will reschedule the trip. If you are unable to attend the new dates, we will offer refunds in a queue based on the booking date as we fill your spot, but we cannot guarantee a refund. Your travel insurance should cover these circumstances should they occur.

TRIP CANCELLATION DUE TO LOW ATTENDANCE: We will rebook you or issue you a travel voucher equal to the amount paid to be used for future travel with us. Vouchers are good through December 31, 2022.

CANCELLATION REQUESTS: will only be accepted in writing, and will be refunded based on individual trips cancellation policies. Please provide your invoice number, full name, and date and destination of travel. We will respond within 48 hours. If you don't get a response within 48 hours, please email info@ebiztravel.net [Email Subject: Cancellation Request] or call 800-906-6756.

ELECTRONIC SIGNATURES: The ESIGN Act is a federal law passed in 2000. It grants legal recognition to electronic signatures and records if all parties to a contract choose to use electronic documents and to sign them electronically.

UETA, a precursor to the ESIGN Act, was introduced in 1999 and has been adopted by 47 U.S. states, as well as the District of Columbia and the U.S. Virgin Islands. Among other things, UETA provides that when a law requires either a writing or a signature, an electronic record or an electronic signature can satisfy that requirement when the parties to the transaction have agreed to proceed electronically.

UETA and the ESIGN Act solidified the legal landscape for use of electronic records and electronic signatures in commerce by confirming that electronic records and signatures carry the same weight and have the same legal effect as traditional paper documents and wet ink signatures.* Both laws provide the following:

- No contract, signature, or record shall be denied legal effect solely because it is in electronic form

- A contract relating to a transaction cannot be denied legal effect solely because an electronic signature or record was used in its formation

*The law for electronic signatures in most countries spells out certain types of documents or document categories for which electronic signatures are not appropriate. Each customer should work with legal counsel to identify categories of exclusion in the relevant country, but common categories of exclusion are wills and trusts, powers of attorney, and declarations given under oath.

PHOTOGRAPHY: eBiz Travel has the exclusive right to include photographic, video and other visual portrayals of Passenger in any pictorial medium of any nature whatsoever for trade, advertising, sales, publicity or otherwise, without compensation to Passenger, and all rights, title, and interest therein (including all worldwide copyrights therein) shall be eBiz Travel sole property, free from any claims by Passenger or any person deriving any rights or interest from Passenger. eBiz Travel will not disclose your name online or in printed media without additional expressed written consent. All Travelers must sign a

PHOTOGRAPHY RELEASE FORM. *Form must be signed w/in 48 hours of paying your deposit. Failure to return the Photography Release Form will result in the CANCELLATION of registration.*

TRAVEL INSURANCE: We encourage all passengers to take out adequate travel insurance coverage to protect themselves against cancellation due to illness before or during travel. In the event of a traveler becoming ill during a tour, all hospital and medical expenses are the traveler's responsibility and they shall not be entitled to any refund, either total or partial, of passage money paid. A typical travel insurance policy will have coverage for trip cancellations, medical emergencies, travel delays, and lost luggage. Most policies are built to be comprehensive to protect travelers from a variety of events that may cause a financial loss before or during a trip. eBiz Travel suggests it's travelers to include a medical insurance policy that includes (1) Emergency Medical Coverage, (2) Emergency Medical Evacuation, and (3) Repatriation of your remains should you perish when purchasing travel insurance. All travelers will be offered insurance, at additional cost on the registration form. eBiz Travel will not be held responsible for losses to travelers who decline. **FYI: CANCEL ANYTIME INSURANCE** should be purchased w/in 7 -14 days after paying your deposit.

Travel Insurance is available for purchase through eBiz Travels' website or by contacting our office.

TRAVEL DOCUMENTS: Passenger Travel Documents, including e-ticket itineraries, are available approximately 2-3 weeks prior to departure, provided full invoice payment, emergency contact details, and passport/government issues ID information (when required) has been received. If available, additional service changes and/or shipping fees will be required for documents requested early, printed documents, early air ticketing, alternate delivery options (including delivery to multiple addresses), any delivery outside the continental United States. Expedited delivery charges are required for reservations made within 45 days of the commencement of services. Charges will be quoted at the time of reservation and/or request. Any packages that don't offer printed documents passengers/travelers will be informed immediately.

NAME CHANGES: Name changes are usually not permitted. Please ensure the name used to book tours, trains, airfare, and/or excursions is the same as it appears on passenger passport. If permitted, there will be a \$50 name change fee, domestically and \$100 for international travel; This fee is in addition to any fees charged by the supplier/vendor. Name changes for airline reservations are subject to full cancellation and rebooking. If you change your name after departure you will be subject to local rates and any payments will have to be paid directly to the local supplier. Please be advised there are no refunds for unused services.

PASSENGERS WITH DISABILITIES

HEALTH, DISABILITY & WHEELCHAIR NOTICE

You must report any disability requiring special attention while on tour or cruise at the time the reservation is made. We will make reasonable attempts to accommodate the special needs of disabled travelers, but is not responsible in the event it is unable to do so nor responsible for any denial of services by air carriers, hotels, restaurants, or other independent suppliers. eBiz Travel and its vendors cannot provide individual assistance to a vacation participant for walking, dining, getting on and off coaches, cruise ships, and

other vehicles, or other personal needs. A qualified and physically able companion should accompany travelers who need such assistance. If we are not notified at the time of reservation of any disability requiring special attention, eBiz Travel and its vendors reserve the right to cancel your booking or terminate your vacation if your special needs or disabilities are not suitable for the vacation, are incompatible with other travelers, or if you are not traveling with a companion who provides all the assistance you require. eBiz Travel nor its vendors will not refund or cover any costs or expenses incurred for cancellation, booking, or termination of the vacation. Cancellation penalties, as above, apply. The above requirements include physical disabilities, sight, and hearing impairments. Again, eBiz Travel expects that travelers will be able to maintain the pace of the group as a whole during the length of the trip and all planned excursions.

Passengers must notify eBiz Travel at the time of booking of any physical, or disability or, mental illness, or other condition for which special accommodations or use of a wheelchair is contemplated or necessary, or which may require medical treatment or assistance on board. Requests for special dietary needs must be made in advance. eBiz Travel

Please be advised that hotels, tour companies, and river cruises, and private boats are not required to comply with ADA requirements. There may not be ramps for wheelchairs, walkers, or motorized scooters. Motorized scooters, wheelchairs, or walkers may not be allowed or taken on motor coaches or rivers cruises.

MEDICAL AND HEALTH: eBiz Travel does not employ medical personnel. Any medical attention you require while traveling with eBiz Travel must be sought through a local medical facility, if/when available, for diagnosis. All related charges are at your expense. eBiz Travel cannot guarantee the availability of medical facilities or for the quality of the care or services.

eBiz Travel reserves the right to remove or quarantine any passenger who shows signs of illness, or who poses a threat to the safety and health of other passengers. Removal or quarantine of passengers for any health, safety, or behavior-related assessment is at the sole discretion of eBiz Travel. Any costs incurred for medical assessments, diagnosis, and/or any other medically-related charges are your responsibility to pay and are due at the time of

services. Passengers will be allowed to rejoin eBiz Travel with confirmed medical certification from a licensed health practitioner indicating fit to travel without causing harm or posing a safety threat to other passengers.

ACCOMMODATIONS & TRANSPORTATION: The hotels listed on eBiz Travels' website or in the brochure are intended to be used on all departures; however, hotels are not guaranteed. eBiz Travel reserves the right to substitute other hotels than those listed on the itinerary pages. If a change becomes necessary for any reason, including alternate hotels for additional departures on the same date, or hotel location changes within or outside itinerary cities, the hotel substituted will be of equivalent quality to those shown. No refunds are provided for hotel changes; full cancellation penalties, as noted above, apply.

eBiz Travel contracts twin-bedded rooms. Double-bedded rooms may be requested but are never guaranteed. Triple rooms are the same size as twin-bedded rooms and are at the discretion of the hotel. Triple rooms will have beds to accommodate three people, but three separate beds cannot be guaranteed. The additional bed, if available, is often a roll-away bed put in for the night, or a convertible sofa bed. If there are only two beds, a roll-away may be requested but cannot be guaranteed. If available, additional charges may apply for a roll-away and are payable by you directly to the hotel. Some hotels do not offer triple rooms. When a triple room is not available, hotels may provide one twin-bedded room and one single room.

Single supplements ensure you are in a room by yourself, not necessarily a twin or double-bedded room. Single rooms in hotels are generally smaller in size and maybe less conveniently located. On overnight ferries, single cabins may not be available or are limited and singles may be asked to share.

****Room and bed preferences are not guaranteed.**

Air-conditioning in hotels is not guaranteed and dependent upon local and national laws and regulations. Though hotels may have air-conditioning as a listed amenity, the usage of air-conditioning is often not available at night or in the off-season (October–May). Other restrictions may apply. eBiz Travel has no control over air-conditioning restrictions and regulations.

In the rare event that included train or air services are unavailable, alternate services will be provided. Itinerary timings are approximate and are subject to change.

Hotels may impose a 100% non-smoking policy. If you require a smoking room, a request may be submitted, but we cannot guarantee availability. All requests are to be submitted to info@ebiztravel.net

AIRLINES: eBiz Travel is not responsible for the services and policies that are imposed by the airlines. eBiz Travel is not responsible for canceled flights, penalties incurred for tickets internationally, or domestic. There will be times when the airlines will demand full and immediate issuance of tickets that will be issued on a later date. If this is the case, eBiz Travel will require immediate and full payment due. If a traveler does not remit full payment, the airline may cancel your flight and may not be able to rebook you on the same flight or the same airfare. If this should happen, it is the SOLE responsibility of the travel to rebook your flight. eBiz Travel will do its best to use major carriers, if discount carriers are used all travelers will be notified.

Once airline tickets are paid in full eBiz Travel will be issued airline tickets for each traveler. The ticket will be non-refundable. In the event the airline requires the issuance of tickets before the final payment due date, you may be required to pay a larger non-refundable deposit and/or complete full payment.

Airline's bare sole responsibility for seat assignment. The traveler will be asked which seat they prefer on eBiz Travels' registration form and that information will be provided to the airline. Passengers are not entitled to seats requested. eBiz Travel contracts for economy class seating. If you can purchase a different air class or contact eBiz Travel for assistance.

AIRLINE FREQUENT FLYER PROGRAMS & HOTEL REWARDS

PROGRAMS: Frequent Flyer mileage accrual is at the discretion of the airline(s), and is not always granted for airfare purchased through eBiz Travel. You will need to contact the airline(s) directly for information on Frequent Flyer programs and any applicable reward mile accrual. eBiz Travel cannot assist with this process. Cancellation penalties, as noted above, will apply to

all airfare, regardless of accrual grants. Take this into consideration before purchasing airfare.

HOTEL REWARDS/POINTS: cannot be earned or redeemed with hotels used by eBiz Travel.

AIRLINE TAXES AND FUEL SURCHARGES: Airline taxes and fuel surcharges are included in the price of your airline ticket. There are times, before full payment of your airline ticket, there may be an increase in government-levied taxes and fees and/or fuel surcharges. If you would like to avoid the possibility of an increase in price you may want to consider accelerating your final payment which would result in your air ticket being issued. Once your airline ticket is issued you are no longer subject to air taxes. For more detailed information always review the airline's policy on airline taxes and fuel surcharges.

REVISIONS & REVISION FEES: In addition to any airline-imposed change fees, a fee of \$50 per person domestic & \$100 international, will be charged by eBiz Travel for any alteration or revision made to a reservation after deposit is received. Any revision to a booking, including, but not limited to, flight cancellations or name changes, may result in the loss of confirmed airline reservations or increased airfare, which will be payable by you. In some instances, airline revision or change fees are up to \$300, but in some instances may be up to 100% the ticket price. Instant Purchase Air and associated service fees are non-refundable and non-changeable after 24 hours from purchase; thus, alterations or revisions to a booking with Instant Purchase Air will require new air to be purchased, and is subject to full payment, as above.

Intra-vacation/country air and hotel penalties may also apply to alterations or revisions to a booking and may be up to 100% of the full price.

A change of traveler name, vacation date, or itinerary within the final payment will be treated as a full cancellation and new reservation; vacation and airfare cancellation fees, as above, apply.

Airlines generally charge fees for name changes, including minor spelling corrections. There may be a time when the reservation will be canceled due

to these changes. Any fees charged by the airlines are the responsibility of the passenger. Additionally, passengers will be subject to eBiz Travels' name change policy. If you have a name change, please contact eBiz Travel via email. info@ebiztravel.net

KNOWN TRAVELER PROGRAM (KTN): Passenger may provide eBiz Travel with their TSA Pre-check or Global Entry information to add information to the passengers' flight reservation, but it will be the sole responsibility of the passenger to ensure the information was added to their reservation.

PASSENGER INFORMATION: To secure your flight, TSA requires all passengers to provide eBiz Travel with their name exactly as it appears on your passport or government-issued I.D. eBiz Travel will require your full name, date of birth, gender, addresses, phone number, email address, and fax, if applicable for ALL passengers. eBiz Travel will not be held responsible for any inaccurate information provided by passengers.

MOTOR COACHES: eBiz Travel follows a mandatory, daily seat rotation on motor-coaches. For the enjoyment of all passengers, you must adhere to the rules of the Tour Director regarding seat rotation. Alcohol consumption is not allowed on board eBiz Travels' transportation.

Many local laws require the use of seat-belts while traveling. When seat-belts are provided, you are responsible for wearing your seatbelt. eBiz Travel is not liable, nor are our service providers, for any injury, loss, damages, claims, or death resulting from any accident or incident if you were not wearing your seatbelt at the time of the accident or incident when the motor-coach is equipped with them.

OPTIONAL EXCURSIONS: ("the Services") available for booking are provided by local operators or other third parties that are entirely independent of eBiz Travel and do not form any part of the product or services sold to you by eBiz Travel or of these Terms & Conditions, even where eBiz Travel suggests particular operators/other third parties and/or assists you in booking such optional shore excursions. Your contract for such Services will be with the organizer or operator of that Service and will be subject to its Terms & Conditions, which may contain exclusions or limitations of liability. eBiz Travel has no liability for any such optional excursion or any act(s) or omission(s) of

the organizer or operator or any of its employees or agents or any other person(s) connected with the optional excursion.

Any advice or assistance on or with any Service provided by any local representative does not mean or imply that the Service is sold, supervised, or controlled by eBiz Travel, or that any such advice or assistance is given on behalf of eBiz Travel. Vacation participants are asked to check with the operator of any optional excursion and the applicable Terms & Conditions before booking.

For operational reasons, not all optional excursions listed in the cruise itinerary, in print, online, or travel documents may be available during your vacation. Your Tour Director will advise of availability while on the tour.

Optional excursions purchased online are subject to the Optional Excursions Term & Conditions, which can be found on the optional excursion booking site.

INSECTICIDE: Some countries may require aircraft cabin insecticide treatment for inbound foreign flights. For more information about aircraft disinfection requirements and a list of countries requiring disinfection of inbound flights, visit: <https://www.transportation.gov/airconsumer/spray>

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