

Reserving Your Travel with Treasures Unlocked Travel, LLC

Terms & Conditions

We at **Treasures Unlocked Travel, LLC**, strive to bring you the best travel experience. The following terms and conditions “terms” apply to all travel products and services purchased. Please review these terms in detail as by purchasing any travel product or service you are bound by the terms set forth in this agreement.

These terms and conditions are in effect as of **19 March 2020**

Last Revised 17 January 2022.

DEFINITIONS

“Affinity Group” refers to passenger-lead travel groups.

“Deposit” refers to the amount of money paid to Treasures Unlocked Travel, LLC to reserve passenger’s vacation.

“Final Payment” or “Final Payment Date” refers to the date the vacation must be paid in full.

“Sponsored Group” refers to groups lead by Treasures Unlocked Travel, LLC or their representatives, shareholders, directors, officers, employees, affiliates, officers, agents, independent contractors, successors, and assigns.

“Travel Agent” or “Travel Agency” refers to **Treasures Unlocked Travel, LLC**.

“Travel Proposal” refers to

1. The complete travel itinerary, with associated policies as well as terms & conditions, proposed and agreed to by passenger after a request for travel services; or,
2. The itinerary proposed by Travel Agent for Travel Agent sponsored travel.

“You”, “Your”, “Passenger” refers to you, the traveler and all individuals in your traveling party.

PASSENGER AGREEMENT

Treasures Unlocked Travel, LLC will work with you to provide a memorable travel experience. Treasures Unlocked Travel, LLC does not provide the travel services, rather we partner with various tour operators and travel providers to bring that experience to you. As the passenger, you understand that Treasures Unlocked Travel, LLC acts as an intermediary between you, the passenger, and third-party suppliers.

By submitting a deposit or payment, you:

1. Formally accept Treasures Unlocked Travel, LLC's Terms & Conditions as stated herein.
2. Give Treasures Unlocked Travel, LLC permission to accept the terms & conditions of the third-party supplier on your behalf. All the terms & conditions applicable to your vacation will be reviewed with you in your travel proposal.
3. You agree to abide by the terms & conditions and policies of both the third-party supplier and Treasures Unlocked Travel, LLC.

Any violation of the terms and conditions will constitute a breach of your travel contract and forfeiture of all payments.

TRAVELERS

Treasures Unlocked Travel, LLC serves clients based within the United States. All clients must be 18 years of age or older to purchase travel services. Any travelers under the age of 17 must be accompanied by a parent or guardian 18 years of age or over. If an underaged traveler is not traveling with a parent, the airline/resort may require parental consent via a notarized letter from the parent allowing the child to travel with the guardian. Please contact Treasures Unlocked Travel, LLC for more information.

REQUIRED IDENTIFICATION

Traveling is a great way to take time away from the normalcy of life. We at Treasures Unlocked Travel, LLC strive to make this process as smooth and easy as possible. To do so, there are certain documents you need to ensure a safe and uneventful travel experience. Please see below regarding the documentation needed in order for you to travel. Treasures Unlocked Travel, LLC is not responsible for any travel issues, denial of travel or increased costs due to passenger not having the correct documentation.

DOMESTIC TRAVEL: If you are traveling within the United States or any of its territories, valid state-issued identification is required. This can be a driver's license or state photo identification. This identification should be part of the Real ID program. If it is not, a valid passport would be

required. For more information on the Real ID program, please go to the US Department of Homeland Security's website at <https://www.dhs.gov/real-id>.

INTERNATIONAL TRAVEL & CRUISES: To travel internationally or via a cruise, a passport is required. The passport should not expire six (6) months after the travel departure date and should have at least two (2) blank pages. Children need to have valid passports as well. For more information, please go to the US Department of State website at www.travel.state.gov.

NON-UNITED STATES PASSPORT HOLDERS: If you hold a passport not issued by the United States, please check with your respective country or consulate regarding the rules of travel and entry prior to securing travel accommodations. Treasures Unlocked Travel, LLC is not responsible for denial of travel or entry of those with foreign passports.

PAYMENTS, CHANGES & CANCELLATION

PAYMENTS: Treasures Unlocked Travel, LLC only accepts payments in United States Dollars. Payments can be made via major debit and credit cards. Accepted cards are: Mastercard, Visa, Discover and American Express. Credit or debit card should be in the name of the lead passenger. Alternate forms of payment may be accepted only with the expressed permission of Treasures Unlocked Travel, LLC. If alternate payment forms are required, please contact Treasures Unlocked Travel, LLC at info@tutravelllc.com.

DEPOSIT: All deposits are **NON-REFUNDABLE**. Travel reservations are not confirmed until a deposit is made. Your travel proposal will reflect the amount needed to confirm your vacation. Unless stated otherwise, prices may fluctuate between the time a quote is rendered and when the deposit is furnished.

PAYMENT PLANS: Payment plans may be available for all reservations made no less than ninety (90) prior to the date of travel.

FINAL PAYMENT: Final payment must be received in full 30-90 days before travel depending on the trip. Your travel proposal/itinerary will state the date your final payment is due. Any reservations not paid in full on or before your final payment date is subject to cancellation, with no notice and no refund of payments made.

LATE PAYMENT: A \$50 late fee will be assessed five days after the designated due date. If the client is late more than twice during their payment plan, the client's reservation will be canceled, and no refunds or credits will be issued.

Late payments at the time of final payment will incur a \$100 late fee.

TRAVELING WITH A ROOMMATE: If you are traveling with a roommate, to receive the best prices, you and the roommate must reserve your travel itinerary at the same time. If your roommate chooses not to travel, the roommate will be subject to the cancellation policies stated in these terms & conditions and in the proposal. The traveling party may be subject to an increased fee in the form of a single supplement or the travel package may need to be requoted and rebooked. Please contact Treasures Unlocked Travel, LLC if this occurs to determine the best course of action based on your itinerary. Treasures Unlocked Travel, LLC does not offer roommate matching service and is not responsible for any increased costs or other monetary damages in case a roommate chooses to no longer travel. Unless stated otherwise in the proposal, monies deposited are not transferable.

GROUP TRAVEL

SPONSORED GROUP: Treasures Unlocked Travel, LLC sponsors group vacations. These group vacations may include additional amenities, such as ground transportation or meals. Additional terms may be included in the group travel itinerary. These terms & conditions are incorporated in the group travel itinerary. If any of these terms contradict with the terms of the group travel itinerary, the terms of the group travel itinerary will prevail.

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 Treasures Unlocked Travel, LLC cannot make guarantees, every effort will be made to honor special dietary requests submitted in writing at least 4 weeks prior to departure at info@tutravelllc.com.

Accommodations: Treasures Unlocked Travel, LLC group travel accommodations are generally based upon double-occupancy with two-bed configuration. If other bed configurations are required, this must be stated at the time of reservation. Alternate bed configurations are not guaranteed and are at the discretion of the hotel. Our group reservations are at hotels that rate as 4-star and above. Alternate group hotel reservations may need to be made for reasons outside of Treasures Unlocked Travel, LLC's control. If this is the case, Treasures Unlocked Travel, LLC will seek to find alternative accommodations at a similarly rated hotel or higher. There may be an increased cost to change hotel accommodations. Treasures Unlocked Travel, LLC will make our best efforts to not have an increased cost if the hotel changes, but passenger will be responsible for any price difference if Treasures Unlocked Travel, LLC is unable to change the hotel without incurring an additional fee.

Luggage: All Treasures Unlocked Travel, LLC's escorted tours allow up to two pieces of luggage per person, plus carry-on bag. It is understood that the airline may allow passenger to check more than one-piece of luggage. For the sake of the group tour, we can only allow for two pieces of

luggage. Additional luggage may be subject to a handling charge. As Treasures Unlocked Travel, LLC 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 if you wish to submit the claim to your insurance provider.

Ground Transportation: Treasures Unlocked Travel, LLC may include ground transportation upon arrival and departure from the travel location. Treasures Unlocked Travel, LLC will use its best efforts to secure safe and reliable transportation. If applicable, it is the passenger's responsibility to provide Treasures Unlocked Travel, LLC with information necessary to secure the ground transportation upon arrival to/departure from the vacation location at least four (4) weeks prior to the date of travel. If the passenger is unable to meet the ground transportation provider at the scheduled date/time, regardless of the reason, passenger is responsible for any and all costs associated with the cancellation/rescheduling of the ground transportation. Ground transportation costs are non-refundable.

Upgrades: Treasures Unlocked Travel, LLC may offer upgrades to the travel experience. These upgrades may be at an additional cost to the passenger, are not guaranteed and are subject to availability.

Sightseeing & Itinerary: Treasures Unlocked Travel, LLC's group vacations have been designed to accommodate solo travelers as well as groups. Some itineraries may have early morning start times for sightseeing in order to complete the touring during daylight hours or avoid afternoon heat in tropical and desert climates. It is the passenger's responsibility to arrive on time for all scheduled flights, cruises, and package components. With many of the preplanned tours, it is vital that the group remains within the scheduled time. If a passenger is running late, there is no guarantee that the group can wait. Passenger is responsible for all costs and additional fees or penalties if they are unable to meet the group at the preassigned time.

Passenger is not required to attend the prepackaged tours. If you choose not to attend any or all of the tours, there is no refund, partial or otherwise for that tour. Arriving late may be considered a "no-show", in which case you will not be eligible for refund for the unused service(s). We cannot guarantee the number of passengers who will be on any given tour. Passenger may find that they are traveling with a sizeable group or only with their own companions. Services, however, will remain constant no matter the number of tour participants. Persons requiring any assistance or who have any form of disability should refer to section "Travelers with Disabilities".

On dates including, but not limited to religious holidays and national celebrations, some monuments and sites may be closed. On these occasions, touring itineraries may be amended to reflect these closures. Occasionally, during holidays and certain periods, and/or due to unforeseen circumstances including weather conditions there may be last-minute changes, sometimes after

arrival, in affecting the sequence of the tour or locations visited. Therefore, we reserve the right to adjust the tour sequence. In such cases there will be no cost adjustment.

National monuments and tourist sites regularly undergo renovations, which can obscure the monument's view. No tour will be canceled due to renovations; however, Treasures Unlocked Travel, LLC will decide based on the conditions whether to amend an itinerary. Treasures Unlocked Travel, LLC itineraries may contain suggestions for activities for your leisure time; these suggestions do not constitute an endorsement of any specific service provider and the decision to participate in any such activities should be made independently and with due consideration.

Passenger is responsible for bringing the necessary documentation when sightseeing and attending the attractions or excursions. You are responsible for confirming that you have the proper documentation or risk being unable to participate in that activity or attraction. Treasures Unlocked Travel, LLC will not be held responsible if you are unable to participate in the activity or attraction because you do not have the proper identification or documentation and no refund will be given, partial or otherwise, because you were unable to participate in the activity.

Group Harmony: To ensure the desired group synergy, Treasures Unlocked Travel, LLC 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, theft, fighting, not following the rules and laws of the vacation location, hotel/resort, etc. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, is the sole responsibility of the passenger and their traveling companions. All unused services are non-refundable.

INTERNATIONAL TRAVEL ENTRY REQUIREMENTS

International locations have different entry rules and requirements than traveling within the United States. Preapproval or a visa may be required prior to entry. It is the passenger's responsibility to ensure that they meet eligibility requirements and have the proper documentation to enter another country. This information can generally be found at the country's consulate website. Treasures Unlocked Travel, LLC is not responsible if passenger is denied entry into a country for any reason, including, but not limited to, not possessing the proper visa or having a criminal record.

POLICIES OF COMMON CARRIERS

GENERAL POLICIES: TSA regulations require that passenger information entered into common carrier reservation systems match the passenger's information as listed on their passport

or other government-issued id. Passengers are responsible to provide Treasures Unlocked Travel, LLC with the correct spelling and listing of their name as it appears on their passport (or other government-issued I.D.), as well as date of birth, gender, address, phone number, and email for all passengers traveling together. Passengers are responsible for ensuring that the identifying information listed on their invoice and travel documents are correct. Treasures Unlocked Travel, LLC will not be responsible for passengers who incur fees or are denied travel due to inaccurate information.

AIRLINES: Airline schedules and flights are subject to change without notice. Treasures Unlocked Travel, LLC is not responsible for penalties incurred for tickets, international or domestic, due to schedule and/or flight changes or missed flights. In the case that Treasures Unlocked Travel, LLC purchases airline tickets on your behalf, Treasures Unlocked Travel, LLC will follow the policies of the airlines, which may change at any time. Most airline tickets require immediate and full payment of the airfare upon booking. Any replacement air arrangements and airfare will be the sole responsibility of the passenger.

Treasures Unlocked Travel, LLC will do its best to use major carriers for their flights. There may be times when discount carriers are used. In the case where the airline policy conflicts with this policy, the airline policy will prevail, with the exception of the luggage requirement stated in the group vacation itinerary. Treasures Unlocked Travel, LLC is not responsible for the services and policies imposed by the airlines.

Airline Seat & Class Assignments: The airlines bear sole responsibility and authority of assigning seats and class of service. Treasures Unlocked Travel, LLC will put forth best efforts to select the passenger's desired seat in the passenger's desired class. Treasures Unlocked Travel, LLC is not responsible for seat assignment or class changes made by the airlines.

Airline Frequent Flier Programs: Passenger is responsible for contacting their airline directly regarding mileage eligibility and accrual. As a courtesy, Treasures Unlocked Travel, LLC will provide frequent flier information to the airline. Treasures Unlocked Travel, LLC is not responsible for eligibility and administration of airline frequent flyer programs. Not all air reservations are eligible to accrue frequent flier miles or frequent flier benefits. Please check with the appropriate air carrier regarding their program rules and eligibility.

Known Traveler Programs: Passenger is responsible for adding TSA Precheck or Global Entry to their air reservation. If provided at time of reservation, Treasures Unlocked Travel, LLC will put forth our best efforts to add such information to the passenger's air reservation. It is the responsibility of the passenger to confirm that this information is added to their reservation. Treasures Unlocked Travel, LLC does not administer either of these programs or determine

eligibility of these programs. Treasures Unlocked Travel, LLC will not be responsible if passenger is denied use of these programs.

Airline Name Changes: Any name change including minor spelling corrections may require airline reservations to be canceled and rebooked. Reservations are subject to current availability and pricing at the time of rebooking. Once airline tickets are issued, subsequent name corrections will be subject to an airline rebooking fee. Treasures Unlocked Travel, LLC will not be held responsible for the denial of services by a carrier due to any name discrepancy. Name changes must be advised in writing at info@tutravelllc.com.

Airline Schedule Changes: In the event of an airline schedule change, Treasures Unlocked Travel, LLC will make every effort to inform passengers of the schedule change and new flight schedule prior to departure. Treasures Unlocked Travel, LLC is not responsible for schedule changes including, when applicable, changes in routing and/or the number of stops in the itinerary. Treasures Unlocked Travel, LLC is unable to provide compensation for schedule changes, seat assignment modifications, or cancellations implemented by an airline. In the event of any change in flight itinerary made directly between passengers and their airline, it is the passengers' responsibility to advise Treasures Unlocked Travel, LLC of amended flight details in writing at info@tutravelllc.com. Treasures Unlocked Travel, LLC is not responsible for land services, including arrival and/or departure transfers, if flights are changed without its knowledge.

Luggage (Airlines): Each airline has different rules regarding checked and carry-on luggage, including size, weight and charges for said luggage. It is the passenger's responsibility to know and abide by the airline's luggage rules and regulations. Treasures Unlocked Travel, LLC is not responsible for any luggage fees or lost or damaged luggage.

CRUISES: Cruise itineraries, cruise cabins and ships are subject to change without notice. Treasures Unlocked Travel, LLC takes no responsibility for ship substitutions, cabin changes or itinerary changes imposed by a cruise line and is not responsible for any losses you may incur including the issuance and/or cancellation of airline tickets or visa fees.

RAIL: Once full payment is received, rail tickets will be issued and are subject to the refund and cancellation policies of the rail carrier. Once issued, rail tickets are valid for the dates and times specified. Changes and exchanges may be subject to local charges, fees, and fare increases. Treasures Unlocked Travel, LLC does not control seat assignments which are entirely at the discretion of the rail companies.

HOTEL ACCOMMODATIONS: All rooms requested will be based upon passenger specifications at the time the travel itinerary is confirmed. Please understand although we will make a bed type request on your behalf, bed types are subject to availability. Room selection in all

cases is strictly at the discretion of the hotel's management on a run-of-house basis. Hotel check-in and check-out times will be listed on the final travel itinerary. It is passenger's responsibility to confirm hotel check-in/check-out times. All hotel rates are based on Treasures Unlocked Travel, LLC's agreements with its suppliers and are not negotiable.

HOTEL/RESORT/CRUISE DEPOSIT: Some hotels/resorts/cruises may require a security deposit to pay for any damage caused to the accommodations or to cover incidental charges (room service, parking, etc.) The amount of the deposit is determined by the hotel/resort/cruise. It is advised that you use a major credit card for your security deposit. Using your debit card will take that money from your bank account and it will not be refunded until the conclusion of your stay. The processing time for the refund is determined by your banking institution.

GROUND TRANSPORTATION: Passengers may request ground transportation be included with their travel package for an additional cost. Transfers can be provided either via a car, minibus, or motor coach, depending on the number of passengers traveling and by passenger request. Ground transportation generally waits up to one (1) hour after plane arrival or departure from accommodations. This is a general rule and it is passenger's responsibility to review their travel documents to confirm the rules of the transportation company. If passenger does not meet the ground transportation within the timeframe, the transportation may be cancelled with no refund. Transfer costs are non-refundable, and any additional expenses will be passenger's responsibility.

HEALTH & SAFETY

MEDICAL SERVICES: There may be times where passengers may need medical attention. Should medical attention be required, local services will be contacted. Resulting charges will be the responsibility of the passenger. Treasures Unlocked Travel, LLC are not responsible for the services provided. It is highly recommended that the passenger secure travel insurance in case there is an unforeseen need for medical attention.

HEALTH REQUIREMENTS: Check with your healthcare provider for up-to-date requirements. You may also check the Centers for Disease Control (<http://www.cdc.gov/>) and/or the World Health Organization (<http://www.who.int/en/>) for their recommendations. Required inoculations, if any, must be recorded by clients' health practitioner on a valid vaccination certificate which the client must carry for proof of inoculation where required. Individuals with heart disease, chronic illness, physical handicap, advanced pregnancy, or mental illness should not participate in these rigorous travel programs. Any person who arrives to the destination ill with apparent fever or becomes ill during the tour, will be removed from the group and directed to a local medical facility for diagnosis. Only upon clearance by an accredited medical facility will that individual be allowed to resume group travel. All costs associated with medical treatment and related expenses such as

additional hotel nights or transportation not included in the original itinerary, will necessarily be borne by the passenger. Please note that some countries may require aircraft cabin insecticide treatment for in-bound foreign flights. A list of such countries is available at: <https://www.transportation.gov/airconsumer/spray>.

TRAVELERS WITH DISABILITIES

We at Treasures Unlocked Travel, LLC, want all of our clients to enjoy their travel itinerary and excursions. We also understand that not everyone may have the same capabilities as others. **If you or anyone in your party requires any form of assistance, including but not limited to, physical assistance, sight or hearing impairments, you are required to notify Treasures Unlocked Travel, LLC prior to reserving travel.** We will review with you the itinerary and physical requirements of the vacation to ensure we can work with your disabilities. If it is decided that the tour/vacation works for you and additional services are needed, you must be accompanied by an individual responsible for providing those services. Tour managers, guides, drivers or other tour, hotel, ship personnel are not able to provide such assistance. In order to participate in escorted tours, passengers must be able to understand and follow instructions given by the Tour Director at all times, both for the successful operation of the tour as well as for everyone's safety. The travel itinerary is subject to change prior to or during the vacation for various reasons outside of Treasures Unlocked Travel, LLC's control. If this occurs, the vacation may not be best suited for you. You agree and hold Treasures Unlocked Travel, LLC harmless if this occurs and you are unable to fully participate in the tours/vacation. No refunds, partial or otherwise, will be provided in the case of an unscheduled itinerary change.

Treasures Unlocked Travel, LLC reserves the right to reject participation or remove any individual from a tour/vacation if notification of any disabilities was not previously provided and/or when, in our sole judgment, continued participation would significantly hinder the services to be provided to all guests. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will be the sole responsibility of the passenger. Escorted tours are fast-paced, often requiring lengthy walks over uneven terrain. Some activities may have weight limits. In the interests of group harmony, clients should be able to maintain the pace of the tour. Clients with special needs may be better served independently. Treasures Unlocked Travel, LLC can suggest touring options based upon specific requirements.

WHEELCHAIRS & WALKERS:

Travel within the US: Pursuant to the Americans with Disabilities Act (the ADA), Treasures Unlocked Travel, LLC will use our best efforts to accommodate travelers with disabilities to the extent possible and consistent with the specific tour itinerary. Nevertheless, you may find that a

certain tour features may not be accessible to the extent that a wheelchair, scooter, or other special equipment to participate are required. We cannot provide individual assistance to travelers with wheelchairs or other mobility devices. We regret that some itineraries cannot accommodate wheelchairs or motorized scooters. Treasures Unlocked Travel, LLC will endeavor to accommodate special access needs but does not guarantee that it will be able to do so in all cases.

International Travel: Hotels, sea and river cruises outside of the United States are not required to comply with ADA requirements and therefore may not have ramps, wide entryways or elevators to accommodate disabled passengers or devices such as wheelchairs, walkers or motorized scooters. Due to physical constraints and space limitations, wheelchairs, walkers and motorized scooters may not be taken aboard motor coaches and river cruises.

SERVICE ANIMALS: Passengers on USA escorted tours who require a service animal because of a disability must contact Treasures Unlocked Travel, LLC prior to booking a tour. Passenger is responsible for knowing and abiding by the travel policies of the carriers and hotels/resorts. Service animals cannot be accommodated at international locations.

CHARGEBACKS

We at Treasures Unlocked Travel, LLC understand that travel may not go as planned. If there is any refund owed, Treasures Unlocked Travel, LLC will put forth our best efforts to provide that refund to the passenger. Treasures Unlocked Travel, LLC works with third parties and there may be a delay in obtaining refunds from that third party to then provide passenger with the refund. This process may take a while. We ask for patience in this process and that you do not request a chargeback with your credit card company. Going through this process will cause a delay in the refund process.

If you decide to request a chargeback from your credit card company, Treasures Unlocked Travel, LLC must charge a \$100.00 fee to cover the time and effort to provide information to your credit card company. This will be charged regardless if the chargeback is successful.

RELEASE FROM LIABILITY

Treasures Unlocked Travel, LLC, its shareholders, directors, officers, employees and affiliates, does not own or operate any entity that provides goods or services for your vacation including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. All such

persons and entities are independent contractors. As a result, Treasures Unlocked Travel, LLC is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Treasures Unlocked Travel, LLC has no control over the activities at resorts or locations. Passenger is aware that the facility may change, postpone, or cancel any scheduled activities and passenger holds Treasures Unlocked Travel, LLC harmless if this occurs.

Without limitation, Treasures Unlocked Travel, LLC is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, items listed in the force majeure clause, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, walking, bicycling, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of Treasures Unlocked Travel, LLC. In addition, I release Treasures Unlocked Travel, LLC from its own negligence and assume all risk thereof.

FORCE MAJEURE

There may be times when either party are unable to perform, or complete performance, under the travel contract for reasons out of each other's control. These are called force majeure events and if occurs, make performing under the contract inadvisable, commercially impracticable, illegal, or impossible. Events that may trigger this provision include, but are not limited to, acts of God, acts of government, acts of war or civil unrest, insurrection or revolts, military action, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, pandemics, epidemics, illnesses or health conditions prevalent in the area of travel, earthquakes, hurricanes, lightning, and explosions, unexpected legislation, or any other event outside the reasonable control of either party.

In the event that a force majeure event occurs, the parties will look to and follow the cancellation policies of the suppliers, what is stated in the travel proposal and these terms & conditions. Any changes to those policies are at the sole discretion of the supplier (if applicable) and Treasures Unlocked Travel, LLC. Passenger will be informed of their options if a force majeure event occurs.

TRAVEL INSURANCE:

Working with Treasures Unlocked Travel, LLC to purchase your vacation is an investment. Protect your investment by securing travel insurance. Travel insurance can assist with reimbursing you for the cost of your vacation due to events out of your control, such as illness, injury or death of you or a close family member. It can also assist if you become ill while traveling or are quarantined. Treasures Unlocked Travel, LLC is not responsible for any costs associated with the risks of traveling or having to cancel your vacation for reasons within or outside of your control. Travel insurance is not a requirement but is **HIGHLY RECOMMENDED.**

ASSUMPTION OF RISK:

Passenger is aware that the travel itinerary may involve hazardous activities, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of Treasures Unlocked Travel, LLC, or other persons and companies known or unknown, or of willful or criminal conduct of third parties. Passenger is aware that weather conditions may not be desirable, severe, adverse and/or unpleasant. Passenger is also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating on the vacation.

In order to partake of the enjoyment and excitement of this vacation, passenger affirms that I am willing to accept the risks and uncertainty involved as being an integral part of my vacation. Passenger hereby accepts and assumes full responsibility for any and all risks of illness, injury or death and of the negligence of Treasures Unlocked Travel, LLC and agree to hold harmless and release Treasures Unlocked Travel, LLC from claims of third-party negligence. Passenger understands the physical requirements of the activity(ies) in which I will be participating, and I currently have no known physical, medical or mental condition which would impair my ability to participate in this vacation and I am willing to assume all risks that may be created, directly or indirectly, by any such condition. Passenger hereby authorizes Treasures Unlocked Travel, LLC or my local ground handler or others to arrange for any emergency medical treatment and hospitalization as may be necessary for me because of participation in this activity without my further consent.

COVID AND GLOBAL EVENTS:

As the worldwide COVID-19 corona-virus pandemic remains ongoing at this time, I acknowledge that for this reason, and other reasons not reasonably foreseeable at this time, these travel plans may be interrupted or canceled by the supplier that is providing them, a government entity or other third party over which Treasures Unlocked Travel LLC has no control. Moreover, I understand

that should I elect to purchase travel insurance, the terms of the policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances. By signing below, I hereby agree to hold Treasures Unlocked Travel LLC harmless and release the agency from any and all liability for any damages, including but not limited to monetary losses, I may incur as a result of such interruption or cancellation of these travel plans. For the avoidance of doubt, I further agree that Treasures Unlocked Travel LLC will not be liable for any failure or delay in performing an obligation that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, breakdown of internet service, fire, explosion or national strikes.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while traveling. Such exposure or infection may result in personal injury, illness, permanent disability, and possible death. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with RAD Nurses Travel.

As travel opens around the world, all destinations, airports, air carriers, hotels, restaurants, transfer companies, car rental companies, shops and excursions have established COVID-19 safety measures and precautions which may change from day to day. These safety measures may include, but are not limited to: curfews, attraction closings and reduced hours, size of group gatherings, social distancing requirements, health screenings, self-quarantine requirements and COVID test results. By signing this agreement, I accept ultimate responsibility for myself and my traveling party to have all the necessary provisions for travel (such as COVID test results, pre-travel questionnaires, etc.) Moreover, I understand that I should assume responsibility for the necessary and required documents (such as COVID test results, pre-travel questionnaires, etc.) considering COVID-19, to travel to my specific destination.

BINDING ARBITRATION:

Passenger agrees that any dispute 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 pursuant 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) New York law and will take place in **(MARICOPA COUNTY), (ARIZONA)**.

The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury. If awarded, passenger's damages are limited to the total amount Passenger paid to Treasures Unlocked Travel, LLC.

MODIFICATION & WAIVER

No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. No failure of Treasures Unlocked Travel, LLC to exercise any power reserved to it under this Agreement, or to insist upon strict compliance by the Contractor with any obligation or condition under this Agreement, and no custom or practice of the parties in variance with the terms of this Agreement, shall constitute a waiver of Treasures Unlocked Travel, LLC's right to demand exact compliance with the terms of this Agreement.

VOLUNTARY PARTICIPATION:

Passenger acknowledges that I have voluntarily chosen to participate on the vacation illustrated in the travel proposal and that I have read the description of the vacation, together with all information contained on the itinerary. I am voluntarily participating in this vacation with knowledge of the hazards involved.

PHOTOGRAPHIC RELEASE:

Treasures Unlocked Travel, LLC may take photographs or video that are posted on Treasures Unlocked Travel, LLC's website and social media pages. By virtue of attending a Treasures Unlocked Travel, LLC sponsored vacation, you are granting Treasures Unlocked Travel, LLC permission to post your photo and likeness in any and all promotional and commercial materials and on the Internet without payment of any compensation to you. If you do not wish to be included in Treasures Unlocked Travel, LLC's photos or videos, please advise Treasures Unlocked Travel, LLC at least four (4) weeks prior to attending the vacation.

Passenger may take their own photos and video and share this media with Treasures Unlocked Travel, LLC. Passenger agrees that Treasures Unlocked Travel, LLC has permission to post your photo and likeness in any and all promotional and commercial materials and on the Internet without payment of any compensation to you.

EMAIL OPT-IN

As a customer of the Treasures Unlocked Travel, LLC, you may, from time to time, receive promotional emails. You agree that by virtue of being a customer, that your name and email address, as well as the names and email addresses of your traveling companions 18 or over, are added to the agency's email distribution list. You may unsubscribe from the list at any time.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties. Consultant represents and warrants that it is not relying on any statement or representation not contained in this Agreement. To the extent any terms set forth in any exhibit or schedule conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such exhibit or schedule.

SEVERABILITY

If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

KNOWING AND VOLUNTARY EXECUTION:

Passenger agrees that I have carefully read these Terms and Conditions and the vacation itinerary, and fully understand its contents, including cancellation policies and penalties. I am aware that this is a release of liability and a contract between myself and Treasures Unlocked Travel, LLC and agree of my own free will. By submitting a deposit, I agree to these Terms & Conditions and Treasures Unlocked Travel, LLC's Release from Liability, Assumption of Risk and Binding Arbitration Clause for myself, each member of my traveling party and any minor children accompanying me.