

## **TRAVEL BY DESIGN**

### **TERMS & CONDITIONS/CONSUMER DISCLOSURE NOTICE**

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### **Release of Liability, Waiver, Assumption of Risks, and Arbitration Agreement**

**PLEASE READ THIS NOTICE. IT CONSTITUTES PART OF YOUR CONTRACT FOR TRAVEL RELATED SERVICES. PLEASE CHECK YOUR DOCUMENTS WHEN YOU RECEIVE THEM. CALL THE TRAVEL AGENCY IF YOU HAVE ANY QUESTIONS. MOST DISCOUNT FARES INVOLVE RESTRICTIONS. CHANGING CARRIERS OR FLIGHTS COULD RESULT IN THE AIRLINE DEMANDING AN INCREASED FARE. CHECK WITH THE AIRLINE OR THE TRAVEL AGENCY BEFORE MAKING ANY CHANGES.**

#### **I. Scope**

TRAVEL BY DESIGN, (“TRAVEL BY DESIGN”) is acting as a mere agent for SUPPLIERS (*identified on Addendum I-Terms & Conditions*) in selling travel-related accepting services, or in accepting reservations or bookings for services that are not directly supplied by this Travel Agency (such as air and ground transportation, hotel accommodations, meals, tours, cruises, etc.). Travel Agency, therefore, shall not be responsible for breach of contract, failure to comply with any laws such as the Americans with Disabilities Act (ADA), or any intentional or negligent actions or omissions on the part of such suppliers, which result in any loss, damage, delay, inconvenience or injury, or death to travelers or travelers' companions or group members. Unless the term "guaranteed" is specifically stated in writing on your tickets, invoice, or reservation itinerary, Travel Agency does not guarantee any of such supplier's rates, bookings, reservations, connections, scheduling, or handling of baggage or other personal effects. Travelers have done due diligence, are aware of the quality of the hotel accommodations chosen and agree that Travel Agency will not be responsible if they are not satisfied. *Please see all Terms and Conditions incorporated herein, and attached hereto as Addendum I. Traveler has acknowledged that they have taken note of these Terms and Conditions before making a booking and have initialed Addendum I evidencing the same.*

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### II. Risks, Cancellation, and Insurance

Traveler assumes complete and full responsibility for, and hereby releases TRAVEL BY DESIGN from, any duty of checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety and security conditions of such destinations, during the length of the proposed travel. However, we specifically recommend that U. S. Citizens traveling internationally, including travel to Canada, Mexico or the Caribbean, do so with a valid U. S. Passport. For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the U.S. State Department, (202) 647-5335 <https://travel.state.gov/content/travel.html>. For medical information, please refer to the U.S. Centers for Disease Control (CDC), (404) 332-4559 or use their fax information service at [www.cdc.gov/travel](http://www.cdc.gov/travel) (404) 332-4565.

TRAVEL BY DESIGN shall not be responsible for any injuries, losses or damages in connection with terrorist activities, social or labor unrest, mechanical or structural integrity of air, sea, and ground transportation and accommodations, diseases, viruses, local laws, terrorist acts, climatic conditions, Acts of God, delays, changes or cancellation of travel due to weather conditions, hotel services, accidents or health related problems before or while in-transit to (e.g., an accident on the way to a tour), during, and after a tour, or any other actions, omissions, or conditions outside of TRAVEL BY DESIGN's control.

If travel plans are delayed or cancelled for any reason there will be no refunds issued by TRAVEL BY DESIGN, *except* in those circumstances where TRAVEL BY DESIGN has issued its own schedule of cancellation, applicable to all or a portion of a booking (whenever such a schedule is issued, it will specifically indicate which trip component(s) it is issued for and it will apply ONLY to the specific trip component(s) indicated). Please note that a 'trip' or 'booking' often consists of multiple components, each of which may carry its own cancellation penalties (example: an airline ticket, a pre-trip hotel night, a multi-day adventure vacation by a tour operator, a post-trip extension designed by TRAVEL BY DESIGN, all of which may be subject to a different set of cancellation policies). You will be provided with the individual cancellation

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policies to the extent that these are available in a distributable format, for your records, but TRAVEL BY DESIGN is not responsible for this policy distribution. Clients are responsible for obtaining the applicable policies, either by contacting TRAVEL BY DESIGN and requesting a copy (if available, otherwise it will be verbal delivery) or by consulting the individual suppliers and/or their catalogs. No refund(s) will be issued for cancellations due to actual or threatened terrorist events. Furthermore, there will be no refunds due to fear of travel from actual or threatened terrorist, health, political or other similar events.

It is the traveler's responsibility to protect their purchases and Travel Insurance is strongly recommended. Traveler is advised to obtain appropriate insurance coverage against these risks. TRAVEL BY DESIGN has information regarding some forms of travel insurance. Traveler's retention of tickets, reservations, or bookings after issuance shall constitute consent to the above and an agreement on his/her part to convey the contents hereto to his/her travel companions or group members.

*It is the traveler's responsibility to protect their purchases, and Travel Insurance is strongly recommended. Traveler is advised to obtain any and all coverages prior to travel tour (e.g. medical, disability, travel insurance). Traveler has signed the Travel Insurance Refusal Form, see Addendum II.*

By embarking upon his/her travel, Traveler voluntarily assumes all risks involved in such travel, whether expected or unexpected. Traveler is hereby warned of the above risks as well as possible travel industry bankruptcies, pandemics and medical and climatic disruptions, and the possibility traveler may be unable to travel as scheduled because of personal emergency. Traveler also assumes all risks for any participation in a nominal risk or high-risk activity.

Traveler acknowledges that TRAVEL BY DESIGN cannot control the cancellation fees assessed by the Tour Operators, nor control issuance of vouchers in lieu of cash. Traveler acknowledges that TRAVEL BY DESIGN cannot control other third party's cancellation fees that may be assessed nor control issuance of vouchers in lieu of cash. Traveler understands that should Traveler initiate any chargeback with Traveler's credit card company to avoid previously agreed upon fees TRAVEL BY DESIGN will utilize all rights and remedies under the laws of the State of Ohio to uphold previously agreed contractual provisions. Traveler understands that

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TRAVEL BY DESIGN does this because third parties seek payment directly from TRAVEL BY DESIGN. The cancellation fees do not cease to exist in the event of a chargeback. Thus, TRAVEL BY DESIGN will be prompted to pursue litigation and incur attorneys' fees and costs which will be included in addition to all cancellation fees.

### **III. ALTERNATIVE DISPUTE RESOLUTION**

TRAVEL BY DESIGN desires to maintain friendly relationships with its clients (Traveler, agents, sellers, buyers, etc.). In order to provide for a mutually beneficial relationship, TRAVEL BY DESIGN has established an alternative mediation program in the event of a misunderstanding or dispute between TRAVEL BY DESIGN and its clients:

If a dispute arises out of or relates to this contract, or breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the *World Travel Dispute Center* under the applicable guidelines as established by International Forum for Travel and Tourism (IFTTA) before resorting to arbitration, litigation, or some other dispute resolution procedure. If mediation is not successful, the parties will settle by binding arbitration administered by the World Travel Dispute Center under the applicable guidelines as established by IFTTA. Judgment on the award rendered by the arbitrator(s), or written agreements of the parties, may be entered in any court having jurisdiction thereof or written agreements of the parties. If litigation is necessary to enforce this agreement, the prevailing party(s) shall receive costs and attorney's fees. In the event that an IFTTA qualified mediator or arbitrator is unavailable, both parties agree to the submission of the dispute to a mutually acceptable dispute resolution service.

The issuance of any tickets, reservations, or bookings by TRAVEL BY DESIGN is done on the express condition that: 1. TRAVEL BY DESIGN shall not be responsible for any changes in fares, rates, charges, or prices initiated by the carrier(s) or supplier(s) of services, and 2. TRAVEL BY DESIGN shall not be responsible for any damages resulting from cancellations, changes, or disruption of any services and/or for refunds of monies already paid or transmitted to any carrier or supplier of services.

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Traveler's initial retention of tickets, reservations, or bookings after issuance shall constitute a consent by customer, on his/her behalf and on behalf of his/her companions, to the above.

Nothing agreed to herein by the customer is meant to interfere with customer's legal rights against any carrier(s) or supplier(s) of services.

The payment of the required deposit or any partial or full payment for a reservation on the chosen tour/package shall constitute consent to all provisions of this Terms & Conditions statement as well as the provisions listed in the 'General TRAVEL BY DESIGN Trip Reservations and Details' document, as well as in the 'Trip-specific TRAVEL BY DESIGN Policy on Payments, Cancellations & Refunds' document, as well as all provisions contained in any brochures, trip descriptions, and/or itineraries, or other forms of collateral provided to the client in conjunction with a booking. These provisions are hereby incorporated by reference in this Disclosure Notice, and clients are advised to take note of them.

TRAVEL BY DESIGN is acting as a mere agent for suppliers as stated above and its agents, servants, and employees, shall not be responsible for personal injury or property damage, loss or delay, or change of itinerary incurred by any person or tour participant arising out of the act of negligence of any direct or supplemental air carrier or other person or entity engaged in transporting the passenger, hotel or other person rendering any of these services, or accommodations being offered in these tours; nor shall *TRAVEL BY DESIGN* be responsible for any injuries, death, damages, loss, or delay in any means of transportation or by reason of any event beyond the actual control of *TRAVEL BY DESIGN* or of any agent or supplier or due to force majeure. The right is reserved to decline or accept or to retain any person as a member of a trip; change a trip from 'escorted/guided' by *TRAVEL BY DESIGN*, to 'partially escorted/guided' by *TRAVEL BY DESIGN* or by a replacement escort, to 'unescorted' by TRAVEL BY DESIGN or by a replacement escort, should circumstances preclude the designated TRAVEL BY DESIGN escort or replacement escort from accompanying the trip for whatever reason; or to cancel a trip outright due to low passenger sign-up numbers, illness of a service provider, supplier default, or any other circumstances beyond the control of TRAVEL BY DESIGN.

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If the contract between TRAVEL BY DESIGN and the passenger, on the one hand, and/or the contract between TRAVEL BY DESIGN and the designated carrier, on the other hand, is cancelled by the tour operator for any reason whatsoever, all partial or full payments made for the trip will be refunded in their entirety, without any further obligation on the part of the tour operator.

The right is reserved to substitute hotels of similar category (if available) or change schedules without prior notice should circumstances so demand. In the event of a change in the itinerary necessitated by factors or conditions beyond the actual control of TRAVEL BY DESIGN, no refund can be made nor will credit be allowed or refund given for any services provided in the itinerary should any such services not be utilized by tour members. We reserve the right to alter any itinerary, arrangement(s), or date(s), if it becomes necessary or advisable, and each trip participant/ agrees to pay additional expenses required by such alternative(s), if any. All prices are subject to change without notice. Availability of refunds for air transportation included in a tour and additional transportation costs for a person who does not utilize an air transportation part of the tour will vary with the type of transportation and the point at which transportation is not used and shall be made at the sole discretion of TRAVEL BY DESIGN. All rates quoted in the description(s)/itinerary(ies)/brochure(s) are based on the current carrier tariffs and current international exchange rates and are subject to adjustment without prior notification in the event of changes therein, and any increase resulting from such adjustment shall not modify the cancellation provisions in the tour description/itinerary/brochure or the trip reservations and details from accompanying this disclosure notice.

All parties hereby consent to the jurisdiction of all state and federal courts sitting in [county], State of [Name of State] , and agree that venue for any such action shall lie exclusively in such courts without regard to choice of law principles and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with this Agreement or the relationships among the parties hereto.

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*IMPORTANT NOTICE: The contents of this program and contracts is intended to be received only by persons entitled to receive the confidential information it contains. The contract package contains information that is confidential and legally privileged. Please do not read, copy, forward, or store these materials unless you are an intended recipient of it. If you have received the contracts package in error, please forward it to the sender and delete it completely from your computer system.*

[Signature and Addendum Pages Follow]

Addendum I: TERMS AND CONDITIONS (*See pg. XXXX*)

Addendum II: TRAVELER INSURANCE REFUSAL FORM (*See pg. XXXX*)

Addendum III: HEALTH CARE SURROGATE DESIGNATION (*See pg. XXXX*)

**RELEASE DISCHARGE AND HOLD HARMLESS AGREEMENT**

I acknowledge that I have carefully read the above paragraphs as well as the ‘Trip Reservations and Details’, including the information regarding cancellations and refunds, and by signing below I fully agree to all stated conditions therein. I DO HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD TRAVEL BY DESIGN and its agents, employees, officers, directors, associates, suppliers, affiliated companies, and subcontractors HARMLESS against any and all liability, actions, causes of action, debts, suits, claims, and demands of any and every kind and nature whatsoever which I now have or which may hereafter arise out of or in connection with my trip or participation in any activities arranged for me by TRAVEL BY DESIGN and its agents, employees, associates, suppliers, affiliated companies, or subcontractors. THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK for myself, my heirs, assignees, administrators, executors, and all members of my family, including any minors accompanying me. I HAVE READ AND FULLY UNDERSTAND THE PROVISIONS AND THE LEGAL CONSEQUENCES OF THIS RELEASE AND ASSUMPTION OF RISK, AND I

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HEREBY AGREE TO ALL OF ITS CONDITIONS. I ACKNOWLEDGE THAT TRAVEL BY DESIGN LLC HAS RECOMMENDED THAT I HAVE MY ATTORNEY REVIEW THIS RELEASE PRIOR TO MY SIGNING IT. I further agree that any legal dispute involving these travel services is subject to the ALTERNATIVE DISPUTE RESOLUTION CLAUSE herein but that in the event that any legal action shall necessitate the use of a court(s) the action shall be heard only by the courts of *Pickaway County, Ohio, U.S.A.* I acknowledge that in calculating the cost of the tour or trip, TRAVEL BY DESIGN has relied on my consent to these terms and on their enforceability. In the absence of this Release, the tour/trip cost would have been higher, or, alternatively, TRAVEL BY DESIGN would be unable to offer these services to me. I fully understand that this is a legally binding and enforceable contract and sign it of my own free will.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I am acting as the lead guest and signer for my entire travel party. All parties named on my reservation confirmation(s) agree to Travel By Design's Terms & Conditions, and its addendums.**

**Print Name** \_\_\_\_\_

**Signature of Traveler** \_\_\_\_\_

**Date(mm/dd/yy)** \_\_\_/\_\_\_/\_\_\_

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### **TRAVEL BY DESIGN TERMS AND CONDITIONS**

#### **ADDENDUM I**

The following terms and conditions (“Terms and Conditions”) apply to all travel and travel related Services offered for sale by TRAVEL BY DESIGN, LLC (“TRAVEL BY DESIGN”), and/or its agents, employees, associates, affiliated companies, independent contractors, or subcontractors (hereinafter referred to as “TRAVEL BY DESIGN”, “we,” or “us”). TRAVEL BY DESIGN is incorporated in the State of Ohio, 614-668-8444.

Please read these Terms and Conditions carefully, ask us any questions, and consult your attorney before you agree to be bound by them. Traveler acknowledges that they have taken note of these Terms and Conditions before making a booking and have accepted the same by clicking on the “I Agree” box on the bottom of the submission page via TRAVEL BY DESIGN’s booking page. When Traveler is purchasing a Trip for someone besides themselves, clicking on the “I Agree” box verifies that such Traveler is the designated legal guardian for such person. Traveler has informed all other Travelers in their group of these Terms and Conditions and accepts them on their behalf, warranting that the other Travelers in their group, after consideration and with an opportunity to consult legal counsel, also agree to be bound by these Terms and Conditions. Without this acceptance, the processing of an order or inquiry is not technically possible. Therefore, by placing an order with TRAVEL BY DESIGN, you, and all Travelers in your group (if applicable), agree to abide by these Terms and Conditions without reservation and to be bound by the limitations herein.

The terms “Service” or “Services” as used in these Terms and Conditions encompass: travel planning and consultation, charter or other airfare, passage on cruises, charters, river boats, yachts, and other water vessels, ground transportation, concierge services, hotel rooms, resorts, camps, or other lodgings, tours, car rentals, leisure or adventure activities, equipment rentals, expeditions, and any other travel or travel related products offered, sold, recommended, or provided by TRAVEL BY DESIGN. The term “Trip” is defined as any Service, or package of Services, offered. “Supplier” or “Vendor” refers to any provider of the Services we offer. “Itinerary” refers to the particularized schedule for a Trip. References herein to “Traveler,” “you,” or “your” shall apply to each and any of the following: a party participating in an offered Trip and/or the party who purchases, or attempts to purchase, a Trip for themselves and/or others.

**All bookings of Trips are also subject to the Terms and Conditions of the Supplier of the Service incorporated in a TRAVEL BY DESIGN Trip.** By placing an order with TRAVEL BY DESIGN, you agree to abide by all the Terms and Conditions of the applicable Suppliers without reservation, and to be bound by the limitations therein. If the Supplier’s Terms and Conditions are ever in conflict with the Terms and Conditions of TRAVEL BY DESIGN, TRAVEL BY DESIGN’s will control all issues relating to the liabilities and responsibilities of TRAVEL BY DESIGN.

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1. **Eligibility** - The Services offered by TRAVEL BY DESIGN are available for purchase by residents of the United States while in the United States, its territories, possessions, and protectorates, who have all the requisite power and authority to enter into and perform the obligations under these Terms and Conditions. Travelers must be over the age of 18 to purchase a TRAVEL BY DESIGN Trip.
2. **Modification of Our Terms and Conditions** - Our Terms and Conditions may be amended or modified by us at any time, without notice, on the understanding that such changes will not apply to Trips booked prior to the amendment or modification. It is therefore essential that you consult and accept our Terms and Conditions at the time of making a booking, particularly in order to determine which provisions are in operation at that time in case they have changed since the last time you placed an order with TRAVEL BY DESIGN or reviewed our Terms and Conditions.
3. **Payments** - I understand if I have an unpaid balance to TRAVEL BY DESIGN and do not make satisfactory payment arrangements, my account may be placed with an external collection agency. I will be responsible for reimbursement of any fees from the collection agency, including all costs and expenses incurred collecting my account, and possibly including reasonable attorney's fees if so incurred during collection efforts.

In order for TRAVEL BY DESIGN or their designated external collection agency to service my account, and where not prohibited by applicable law, I agree that TRAVEL BY DESIGN and the designated external collection agency are authorized to (i) contact me by telephone at the telephone number(s) I am providing, including wireless telephone numbers, which could result in charges to me, (ii) contact me by sending text messages (message and data rates may apply) or emails, using any email address I provide and (iii) methods of contact may include using pre-recorded/artificial voice message and/or use of an automatic dialing device, as applicable.

TRAVEL BY DESIGN accepts payments by:

- a. International credit cards including American Express, Visa and MasterCard.
- b. Wire transfers

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Please note that some Suppliers will not allow travel agencies to pay on your behalf but require payment directly from you. In such case, your credit card number will be required for purchases from such Suppliers. We cannot guarantee that you will be eligible for any “points” or rewards benefits from any credit card, airline, or hotel rewards program for travel booked by TRAVEL BY DESIGN on your behalf.

4. **Non-refundable Custom Travel Planning Fee.** The process of researching and putting together a customized, bespoke proposal that matches your travel desires takes time. The trip planning fee covers initial consultation and discussion of your trip dreams and expectations, time spent researching, developing, and revising a proposal to create the perfect customized itinerary, booking and managing all components, and support while traveling. The travel planning fee varies based on the length and complexity of the trip and varies by agent.

Because it covers the initial consultation, research, and time spent on the proposal, this non-refundable fee will be charged prior to proposal delivery, regardless of whether you book a trip with us.

The above fees applies only with certain agents. Any fees potentially your agent charges will be discussed upfront before services are rendered.

5. **Prices. Our prices are contractual tariffs** - No claim relating to the price of a Trip will be considered once the reservation is effective. Unless otherwise stated in the description of the offer, the following will NOT be included as part of the advertised price:
  - a. items of a personal nature such as incidentals and laundry
  - b. excess baggage charges
  - c. port charges
  - d. foreign government departure taxes
  - e. costs of Passports or Visas
  - f. inspection fees
  - g. customs fees
  - h. immigration and naturalization fees
  - i. service fees
  - j. single room supplement
  - k. travel insurance including health, accidents, lost baggage and trip cancellation
  - l. airport parking
  - m. tips and gratuities
  - n. any other activities or items not explicitly advertised as included in the price of a Trip in the description of the offered Trip

Notice: We endeavor to secure the lowest possible fares, suitable for your travel requirements, based on space available at the time of booking, accessible sources of information, and knowledge of the agents involved. We cannot guarantee that the price of your travel will be the lowest possible rate obtainable.

6. **Cancellations and Alterations Policies - Important:** All bookings of airline tickets, and vacation packages are **non-refundable generally unless specifically described otherwise**. Any alteration, transfer, or cancellation relating to airfare, or dynamic packages (flight + hotel) which affect the booked flight(s), will involve charges up to the price of the air tickets bought including, without limitation, all fees, taxes, and charges. All cancellations must be done over the phone only. We can accept refund requests only if the following conditions have been met:

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- i. If, and only to the extent that, the Suppliers provide for and allow cancellations and refunds.
- ii. It is not a "no show" situation (most "no show" bookings are ineligible for any waiver from Suppliers for refund processing).
- iii. We are able to receive waivers from Suppliers to process the requested cancellation and refund.

All refund requests are processed in a set format. Once your cancellation request has been submitted to us, you will get an email notification acknowledging your request. This acknowledgement does not automatically qualify you for a refund. Based upon the fare rule we work with the airline or other involved Suppliers to generate a waiver and process the refund if fare rules allow. Cancellation vary as per fare rules. Refunds may take up to 4-6 business weeks to process.

**CHANGES AFTER PURCHASE:** All changes made to the booking after purchase are restricted and are strictly subject to the airline fare rules. Flight dates and times are changeable subject to availability and upon payment of a change fee per person, plus any additional cost between the original total price paid and the lowest total price available for the new flight at the time the change is made. Any confirmation made beyond the time frame allowed may result in additional costs, of which you will be informed by e-mail. It is essential that you return the confirmation document, otherwise your initial reservation will stand.

Any cancellation or alteration of your booking may result in costs that will be billed by our Suppliers, and our administrative costs may be added to these. In the event of an alteration, these costs will be billed to you. In the event of cancellation, these costs are deducted from the refund payable to you as per this agreement.

The cancellation of your booking for whatever reason does not exempt you from paying all the sums that you owe to TRAVEL BY DESIGN. Any interrupted or shortened stay, or any Service not actually used by you, for whatever reason (in particular in the event that you fail to arrive in time to enjoy the Services) does not entitle you to a refund.

As a general rule of alterations, whatever their nature, are treated as a cancellation followed by a new booking, involving the relevant cancellation charges. These charges will be added to any costs charged by the Supplier, of which you will be informed before the alteration is made.

### **Vouchers**

Traveler accepts sole responsibility for acceptance of a voucher by a third-party supplier including cruise lines, hotels, Airlines, or any other supplier. Travel Agent shall not be responsible in the event that any of the afore described suppliers fail to honor said voucher or the travel is not performed by said third party in accordance with the voucher.

*\*California and Illinois Residents only:*

Upon cancellation of the transportation or travel services, where the Traveler is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the Traveler, all sums paid to the seller of travel for services not provided will be promptly paid to the Traveler, unless the Traveler advises the seller of travel in writing, after cancellation. In California, this provision does not apply where the seller of travel has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation or service. In this situation, the seller of travel must provide the Traveler with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler.

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7. **Issuing Travel Documents** - The method for issuing travel documents and/or tickets depends on the time available between the date of issue of tickets and your date of departure, and/or the type of Service. We have an eco-friendly philosophy and our general practice is to send documents to our customers electronically whenever possible. We reserve the right to charge an administration fee should you make a request for such documents to be sent as a hard copy.

If a Traveler provides incorrect information, TRAVEL BY DESIGN does not assume any liability if the Trip is adversely affected or made impossible by the non-receipt of travel documents.

Travel documents will only be sent to the purchasing Traveler who places the order and personally agrees to these Terms and Conditions.

8. **Insurance** - TRAVEL BY DESIGN strongly recommends that all Travelers purchase some form of Travel, Cancellation, Lost Baggage and/or Medical Emergency Insurance for all Trips. While we can refer you to an insurance company, Traveler acknowledges that it is Traveler's responsibility to understand the limitations of their insurance coverage and purchase additional insurance as needed. It is the Traveler's sole responsibility to research, evaluate and purchase appropriate coverage. Traveler agrees that TRAVEL BY DESIGN is not responsible for any uninsured losses.
9. **Passports, Visas, Health Requirements, and Travel Risks** - It is Traveler's responsibility to verify they have all the necessary visas, passport, and vaccinations including COVID-19 Virus vaccine prior to travel. A full and valid passport is required for all persons traveling to any of the destinations outside the U.S. that we feature. You must obtain and have possession of a valid passport, all visas, permits and certificates, and vaccination certificates required for your entire Trip. TRAVEL AGENCY assumes no responsibility for travelers who may be denied boarding of any aircraft or ship or entry into hotel or any other facility due to travelers' failure to obtain the required vaccine including COVID-19 vaccine as may be required by said squires.

Most out of international Trips require a passport valid until at least six (6) months beyond the scheduled end of your Itinerary. Non-U.S. citizens should contact the appropriate consular office for any requirements pertaining to their Trip.

If you try to enter a country where visa is required, and you do not have the visa, it is possible that you will be imprisoned until there is an available flight to return you to your point of origin.

Some countries require you to be in possession of a return ticket or exit ticket and have sufficient funds, etc. Similarly, certain countries require that the Traveler produce evidence of insurance/repatriation coverage before it will issue a visa.

You must carefully observe all applicable formalities and ensure that the surnames and forenames used for all passengers when making a booking and appearing in your travel documents (booking forms, travel tickets, vouchers, etc.), correspond exactly with those appearing on your passport, visas, etc.

Further information on entry requirements can be obtained from the State Department, by phone (202) 647-5335 or access online at [www.travel.state.gov/travel](http://www.travel.state.gov/travel) or directly from the destination country's website.

Immunization requirements vary from country to country and even region to region. Up-to date information should be obtained from your local health department and consulate. You assume complete and full responsibility for, and hereby release TRAVEL BY DESIGN from, any duty of checking and verifying vaccination or other entry requirements of each destination, as well as all safety and security conditions of such destinations during the length of the proposed travel or extensions expected or unexpected. For State Department information about conditions abroad that may affect travel safety and security, go to [//travel.state.gov/travel/travel\\_1744.html](http://travel.state.gov/travel/travel_1744.html), or contact them by phone at (202) 647-5335. For foreign health requirements and dangers, contact

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the U.S. Centers for Disease Control (CDC) at (404) 332-4559, use their fax information service at (404) 332-4565, or go to [//wwwnc.cdc.gov/travel/](http://wwwnc.cdc.gov/travel/). Please also contact your personal physician if you have any additional medical concerns prior to your travel.

It is your responsibility to ensure that you hold the correct, valid documents for the countries you are visiting and have obtained the necessary vaccinations, clearance to travel, and hold the necessary confirmations for medications required as we cannot be held liable for any illness, delays, compensation, claims and costs resulting from your failure to meet these requirements.

WE CANNOT ACCEPT RESPONSIBILITY IF YOU ARE REFUSED PASSAGE ON ANY AIRLINE, CRUISE, TRANSPORT OR ENTRY INTO ANY COUNTRY DUE TO THE FAILURE ON YOUR PART TO CARRY OR OBTAIN THE CORRECT DOCUMENTATION INCLUDING REQUIRED VACCINATIONS. IF FAILURE TO DO SO RESULTS IN FINES, SURCHARGES, CLAIMS, FINANCIAL DEMANDS OR OTHER FINANCIAL PENALTIES BEING IMPOSED ON US, YOU WILL BE RESPONSIBLE FOR INDEMNIFYING AND REIMBURSING US ACCORDINGLY.

Although most travel to participating destinations is completed without incident, travel to certain areas may involve greater risk than others. You assume sole responsibility for your own safety at any destination traveled to. TRAVEL BY DESIGN does not guarantee your safety at any time and assumes no responsibility for gathering and/or disseminating information for you relating to risks associated with your destinations. BY OFFERING OR FACILITATING TRAVEL TO CERTAIN DESTINATIONS, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND WE SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

10. **Accommodations** - “Accommodations” are any lodgings in a dwelling or similar living quarters afforded to Travelers including, but not limited to, hotels, quarters in ships and charters, campgrounds, motels, and resorts. TRAVEL BY DESIGN provides the accommodations for its Trips through third-party Vendors and retains no ownership or management interest in those Accommodations. TRAVEL BY DESIGN does not guarantee the location or the amenities of the Accommodations nor the performance of the third-party Vendors. If any issues arise, please contact the owner/operators of the respective Accommodations directly.

Prices of Accommodations are based on double occupancy unless described otherwise. If you prefer single Accommodations, some Accommodations require you to pay a single supplement fee which can vary depending on the Accommodation. Please contact us for specifics on the single supplement fees for each Trip.

11. **Notices** - Any notices required or permitted hereunder shall be given via email to [Julie@designmytrip.net](mailto:Julie@designmytrip.net).
12. **Seller of Travel Disclosures** - Ohio law requires certain sellers of travel to have a trust account or bond. TRAVEL BY DESIGN has a trust account with The Savings Bank.

This transaction is covered by the TCRF if the seller of travel was registered and participating in the TCRF at the time of sale and the passenger is located in Ohio at the time of payment. Eligible passengers may file a claim with TCRF if the passenger is owed a refund of more than \$300 for transportation or travel Services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer

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Restitution Corporation; P.O. Box 6001; Larkspur, CA 94977-6001; or by visiting TCRC's website at: [www.tcrcinfo.org](http://www.tcrcinfo.org).

If Traveler is purchasing from outside of California, this transaction is not covered by the California Travel Consumer Restitution Fund.

13. **Local Customs and Laws** - Some Travelers will be traveling to foreign countries, with different customs, standards, laws and risks than those Travelers are accustomed to. Traveler understands that he or she must be prepared to cope with the unexpected, with local customs and shortages, with the vagaries of weather, travel and mankind in general. As such, Traveler acknowledges and accepts the risks associated with travel in a foreign country and agrees to release and hold TRAVEL BY DESIGN harmless for any such problems experienced while participating in their Trip.

All Travelers must obey the local laws and regulations of the countries they visit on their Trip. TRAVEL BY DESIGN is not liable or responsible for any damages, costs and/or added expenses incurred as result of Traveler's failure to obey any local, provincial, or federal laws, which may include arrest or detention.

14. **Legal Compliance and Proper Conduct** - Traveler understands that their participation in a Trip may be terminated if Traveler is disciplined by any civil or criminal authorities, charter operator. In this event, Traveler is responsible for arranging and paying for substitute travel and Accommodations.

15. **Marketing Materials** - TRAVEL BY DESIGN endeavors to illustrate the Services it offers using photographs or illustrations that provide a realistic representation of the Services offered. However, please note that photographs and illustrations appearing in descriptions are for illustrative purposes only. They are binding on TRAVEL BY DESIGN only to the extent that they illustrate the type or standard of such Services and are not contractual nor are they to be construed as guarantees of the conditions of the places or Accommodations pictured at the time of your Trip.

The travel information that we provide you on our site and in newsletters, brochures, and the like about options for Accommodations, excursions, restaurants, bars/clubs, etc. comes from a variety of sources, including information published by the establishments themselves, by other travel guides, and by on-line research, and is believed to be accurate. Nonetheless, some of the information could not be independently verified and may be inaccurate and not up to date. You should not view the information as recommendations and should do your own investigation to confirm that the business/site in question is still operational and suits your needs.

TRAVEL BY DESIGN may occasionally use statements made by its Travelers and/or their photographs, images, or other likenesses, in various marketing materials, on our website, or at promotional events. Traveler fully consents to such use of Traveler's statements and/or their photographs, images, or other likenesses, for marketing or promotional purposes without the payment of any compensation to Traveler and grants TRAVEL BY DESIGN a non-revocable license for said use.

16. **Limitation of Liability** - IN NO EVENT SHALL TRAVEL BY DESIGN BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF OPPORTUNITY OR OTHER PECUNIARY LOSS, EVEN IF TRAVEL BY DESIGN HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES OR LOSSES, WHETHER SUCH LIABILITY IS BASED UPON CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL THEORY. IN NO EVENT SHALL TRAVEL BY DESIGN'S TOTAL AGGREGATE LIABILITY TO THE TRAVELER FOR CLAIMS ARISING UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY THE TRAVELER TO TRAVEL BY DESIGN UNDER THIS AGREEMENT.

## **TRAVEL BY DESIGN**

TRAVEL BY DESIGN IS ACTING AS A MERE AGENT FOR ALL SUPPLIERS OF SERVICES AND ACCOMMODATIONS ADVERTISED AND/OR SOLD BY US. ALL SUPPLIERS OF SERVICES AND ACCOMMODATIONS ADVERTISED AND/OR SOLD BY TRAVEL BY DESIGN ARE THIRD PARTY VENDORS AND TRAVEL BY DESIGN RETAINS NO OWNERSHIP INTEREST, MANAGEMENT, OR CONTROL OF THOSE THIRD-PARTY VENDORS. TO THE FULLEST EXTENT PERMITTED BY LAW, TRAVEL BY DESIGN DOES NOT ASSUME LIABILITY FOR ANY INJURY, DAMAGE, DEATH, LOSS, ACCIDENT OR DELAY DUE TO AN ACT OR OMISSION OF ANY THIRD PARTIES (INCLUDING THIRD PARTY VENDORS), GOVERNMENTAL AUTHORITY, OR ACTS ATTRIBUTABLE TO YOU YOURSELF, INCLUDING, WITHOUT LIMITATION, NEGLIGENT OR RECKLESS ACTS, EVEN IF TRAVEL BY DESIGN HAS BEEN ADVISED THAT SUCH DAMAGES WERE POSSIBLE OR PROBABLE.

17. **Disclaimer of Warranties** - UNLESS OTHERWISE STATED, ALL GOODS AND SERVICES OFFERED BY TRAVEL BY DESIGN ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TRAVEL BY DESIGN DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, AND ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE FOR ALL GOODS AND SERVICES SOLD BY/THROUGH TRAVEL BY DESIGN. Applicable law in your jurisdiction may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

18. **Indemnification and Release** - Except as otherwise set forth herein, Traveler hereby releases TRAVEL BY DESIGN from any and all liability, loss, expense, damages, or claims arising out of or resulting from Traveler's participation in a Trip, whether caused by the negligent, intentional, or reckless conduct of Traveler, a Service Provider, a provider of Accommodations, another third party, or otherwise.

Traveler hereby also agrees to indemnify, defend and hold harmless TRAVEL BY DESIGN from and against any and all damages, losses, claims, liabilities, deficiencies, costs, fees (including reasonable attorneys' fees) and expenses, arising out of any claim brought against TRAVEL BY DESIGN regarding, resulting, or arising from Traveler's participation in a Trip or Traveler's performance of this Agreement.

19. **Force Majeure** - TRAVEL BY DESIGN shall not be responsible for failure to perform any of its obligations under this Agreement during any period in which such performance is prevented or delayed due to Force Majeure, nor for changes to or terminations of your trip due to Force Majeure. "Force Majeure" refers to any event beyond TRAVEL BY DESIGN' reasonable control, including but not limited to severe weather, fire, flood, mudslides, earthquakes, war, labor disputes, strikes, epidemics, disease, virus, pandemic, COVID-19 virus, contagious diseases, World Health Organization's advisories and/or alerts, Center for Disease Control's advisories and/or alerts, U.S. State Department's advisories and/or alerts, any order of any local, provincial or federal government authority, interruption of power Services, terrorism or any other causes beyond the control of TRAVEL BY DESIGN. TRAVEL BY DESIGN reserves the right to cancel any Services described in a Trip Itinerary due to Force Majeure. Very rarely, you may be forced by "force majeure" to change or terminate your Trip after departure but before the scheduled end of your Trip. This is unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our Suppliers), pay you any compensation, or meet any costs or expenses you incur as a result. We strongly recommend that you obtain travel insurance, as described in Section 8, above.

20. **AIR TRANSPORT**

## **TRAVEL BY DESIGN**

### **a. General conditions governing air transport**

TRAVEL BY DESIGN's responsibilities in respect to air travel are limited by the relevant airline's conditions of carriage. The airline fulfilling your contract for carriage may change from the airline mentioned in our electronic brochure and advertisements. TRAVEL BY DESIGN is not able to specify the type of aircraft to be used by any airline. In addition, TRAVEL BY DESIGN is not responsible for losses due to cancelled flights, seats, or changed flight itineraries. Airlines retain the right to adjust flight times and schedules at any time; schedule changes can result in an itinerary that falls outside of contractual agreements. You cannot cancel the contract without penalty due to a change of airline, aircraft type or destination. If an airline cancels or delays a flight, you should work with the airline to ensure you arrive at your destination on or ahead of time. TRAVEL BY DESIGN will not provide any refund for Trips missed, in part or full, due to missed, cancelled or delayed flights, or other flight irregularities including, without limitation, denied boarding whether or not you are responsible for such denial.

Direct flights may be "non-stop" or may involve one or more stop-overs (in the latter case this means the same flight by the airline, because the flight number remains the same). The same applies to connecting flights that may be subject to crew changes. When you reserve a scheduled or charter flight involving a stop-over in a town, and the second flight takes off from a different airport to the airport of arrival, ensure that you have sufficient time for reaching the second airport. The journey to the other airport is at your own expense. TRAVEL BY DESIGN will not be able to reimburse you for these costs, nor will it be liable if you miss the second flight.

TRAVEL BY DESIGN will not bear any liability, particularly in the event of timetable changes, delays, cancellations, etc., attributable to force majeure (labor dispute, strikes, storms, wars, earthquakes, epidemics, diseases, viruses, etc.) or in the event that, after the specified arrival time at the airport, it is found that the customer is refused boarding for failure to comply with the administrative or health formalities, or failure to check-in.

### **b. Problems related to the issuance of e-tickets**

As of June 1st, 2008, the International Air Transport Association (IATA) has imposed new rules with regard to the issuing of air travel tickets. As of that date, travel agencies and airlines have an obligation to only issue travel tickets via electronic means (i.e. electronic ticket or "e-ticket").

Due to technical constraints to do with airline's restrictions in relation to certain requirements (infants under the age of 2, inter-airline agreements, groups, etc.), it may be impossible to issue an electronic ticket. Therefore, though a flight may be shown as available, it might prove impossible for us to honor your reservation. This situation, which is outside our control, will not result in liability on our part.

If we cannot issue you an e-ticket, we will contact you to propose an alternative route solution. This could involve a different tariff and/or additional costs for which you would be responsible. In the event of the absence of an alternative solution, your refusal to pay any tariff difference, or if the issuance of tickets proves impossible, we would be forced to cancel your reservation at no cost to you. We will provide you with a full refund within 30 days after determining that there is no alternative solution possible.

### **c. Failure to check-in**

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Failure to check-in for a flight on the outward journey (on a charter or scheduled flight) will automatically result in cancellation of the return flight by the airline. We would encourage you to contact us on the date of departure if you wish us to keep the return flight open; this decision remains at the discretion of the airline company.

Any interrupted or shortened journey, or any service that you do not take up, will not entitle you to a refund. If you have taken out insurance coverage, and in particular insurance for the interruption of a stay, you must comply with the procedures for cancellation appearing in your insurance contract.

### **d. Flight connections**

If any booked flight connecting with your outbound or inbound flight is cancelled or delayed, the airlines reserve the right to provide that transport by any other means (coach/bus, train, etc.).

If you organize your own connecting transport with the arrangements booked with TRAVEL BY DESIGN, we advise that you reserve flexible or refundable tickets in order to avoid the risk of any financial loss. You are also advised not to make any important appointments for the day following your return date.

TRAVEL BY DESIGN cannot accept responsibility for the consequences of delays (such as a cancelled scheduled flight) in the context of connecting transport organized by you.

### **e. The return**

Whatever the type of flight, scheduled or charter, it is essential that the return be re-confirmed locally with the airline within 72 hours prior to the envisaged date of departure. For package Trips, this formality is generally performed by the local representative or agent. We would draw your attention to the fact that this procedure is compulsory and that, if you fail to do so, your seat cannot be guaranteed by the airline, which has the right to allocate your seat to someone else. In addition, this procedure also gives you the opportunity to confirm the times of your return flight which may have been altered in the meantime. TRAVEL BY DESIGN cannot be held liable for any negligence on your part in failing to re-confirm your return flight.

### **f. Luggage**

TRAVEL BY DESIGN assumes no liability for any loss or damage to baggage or personal effects, whether in transit to or from a Trip, or during a Trip. The airline is liable to you for the baggage you entrust to it only for the compensation contemplated in the international conventions and relevant statutes. In the event of damage, late forwarding, theft or loss of luggage, you should contact your airline and declare the damage, absence or loss of your personal effects before leaving the airport, and then submit a declaration, attaching the originals of the following documents: the travel ticket, the baggage check-in slip, and the declaration. It is recommended that you take out an insurance policy covering the value of your items.

Additional and oversized baggage fees: Most airlines have their own policy regarding luggage. We recommend that you check with your airline ahead of time for any weight restrictions and additional charges relating to checked baggage. You will be responsible for paying to the airline any additional charges for checked or overweight baggage,

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including, but not limited to, golf bags and oversized luggage. If you exceed the weight limit set by your airline, and excess weight is permitted, you must pay a supplement directly to the airline at the airport.

### g. **Babies and infants**

Babies (up to 2 years of age) do not occupy a seat; the price of the ticket is generally 10% of the official rate. On certain flights children (from 2 to 11 years of age) may be granted a reduction, except on charter flights.

### h. **Pregnancy**

Different airlines have their own restrictions on when pregnant woman may fly on their plane, which can range from prohibiting flying anywhere from 7 to 30 days by the due date. It is your responsibility to check the restrictions of your particular airline. If you are denied boarding, TRAVEL BY DESIGN will not be responsible for any resulting cancellation fees and charges.

21. **Representations and Warranties** - Traveler represents and warrants that Traveler: (i) has all requisite power and authority to enter into and perform the obligations under these Terms and Conditions; (ii) will abide by all laws, rules and regulations and will endeavor to comply with all local customs; and (iii) all of the information provided to TRAVEL BY DESIGN to facilitate Traveler's Trip is true and accurate. Traveler authorizes TRAVEL BY DESIGN to make any such investigations as TRAVEL BY DESIGN determines to be necessary, at their sole discretion, to determine Travelers eligibility.
22. **Medical and Physical Condition** - Medical Emergencies. Some activities available on TRAVEL BY DESIGN's Trips are physically active and interactive, so you must be in good physical condition and health to participate in them. Various water activities and sports available on our Trips (including jet skiing, snorkeling, surfing, etc.) require various skills and abilities such as: the ability to swim, hand to eye coordination, balance, and an awareness of your surroundings. Traveler certifies they will not take any alcoholic beverages or drugs that may impair their physical or mental abilities before their participation in an adventure or water activity while on a Trip.

Traveler certifies that they are responsible for managing their own medication and medical, physical, or allergic conditions during their Trip. Traveler understands that in the event of injury to Traveler, or exacerbation of Traveler's medical condition, TRAVEL BY DESIGN may not be held responsible. If a serious emergency arises, it may be necessary for a physician to attend to Traveler, but Traveler recognizes that TRAVEL BY DESIGN is not obligated to take any action to facilitate or assist that treatment. The quality of medical personnel and facilities vary from region to region and cannot be controlled by TRAVEL BY DESIGN. In some parts of the world, substandard medical care is common and unavoidable. Hospital facilities are often unavailable, and evacuation can be prolonged, difficult and expensive. TRAVEL BY DESIGN is not responsible for the costs of any medical treatment you may require during a Trip and assumes no liability regarding provision of medical care or lack thereof that you may receive while on the Trip. **YOU ARE RESPONSIBLE FOR RISKS ASSOCIATED WITH, AND COSTS, OF ANY AND ALL MEDICAL TREATMENTS YOU MAY REQUIRE OR RECEIVE DURING YOUR TRIP.** Traveler releases TRAVEL BY DESIGN from any liability relating to any such medical care, whether secured by a Service provider on behalf of Traveler, TRAVEL BY DESIGN, or otherwise, and agrees to be responsible for any and all expenses incurred for said medical care.

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23. **Disputes** - Governing Law, Jurisdiction, etc. These Terms and Conditions and the relationship between Traveler and TRAVEL BY DESIGN will be governed by the laws of the State of Ohio without regard to its conflict of law provisions.

Traveler and TRAVEL BY DESIGN agree to submit to the personal jurisdiction of the federal and state courts located in Pickaway County, Ohio with respect to any legal proceedings that may arise in connection with, or relate to, a Trip, these Terms and Conditions, our Privacy Policy, TRAVEL BY DESIGN's website or any literature or materials concerning TRAVEL BY DESIGN and our Trips. Traveler and TRAVEL BY DESIGN agree to irrevocably submit to the jurisdiction of any such court in any such action, suit or proceeding and hereby agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit or proceeding, any claim that (i) he, she or it is not subject personally to the jurisdiction of such court, (ii) the venue is improper, or (iii) this agreement or the subject matter hereof may not be enforced in or by such court.

24. **Confidential/Personal Information** - All parties acknowledge that TRAVEL BY DESIGN may disclose to third party supplier and or Contractor certain information of a confidential or proprietary nature (the "Confidential Information") as needed in order for third party contractor to perform the duties contemplated under this Agreement. Confidential/Personal Information includes but is not limited to Company's business or marketing plans or strategies, operating procedures, trade secrets, customer and supplier information, client lists, sales leads, sales projections, pricing or profit information, credit card information, its IATA, ARC or CLIA numbers, and any other information designated as such by TRAVEL BY DESIGN at the time of disclosure. All parties further acknowledge that unauthorized disclosure to another person or third party or other misuse of the Confidential Information would cause severe and irreparable harm to Company. Accordingly, except to the extent necessary to the performance of this Agreement, Contractor will not use or disclose, either during or after the term of this Agreement, any Confidential Information. TRAVEL BY DESIGN shall be entitled to obtain equitable relief, including an injunction, in addition to any other rights and/or remedies otherwise available under the governing state and/or federal law.
25. **Attorney's Fees, Costs, and Expenses of Suit** - If any act of law or equity, including an action for declaratory relief or any arbitration proceeding, is brought to enforce, interpret or construe the provisions of these Terms and Conditions, a Trip, our Privacy Policy, TRAVEL BY DESIGN's website or any literature or materials concerning TRAVEL BY DESIGN, the prevailing party shall be entitled to recover actual reasonable attorney's fees, costs, and expenses.
26. **Assignment** - Traveler may not assign his rights or obligations hereunder without the prior written consent of TRAVEL BY DESIGN.
27. **Severability and Survivability** - If any provision, or portion of a provision, in these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions. Traveler and TRAVEL BY DESIGN agree to substitute for such provision a valid provision which most closely approximates the intent and economic effect of such severed provision.
- Notwithstanding any other provisions of this these Terms and Conditions, or any general legal principles to the contrary, any provision of these Terms and Conditions that imposes or contemplates continuing obligations on a party will survive the expiration or termination of these Terms and Conditions.
28. **Entire Agreement, Waiver** - These Terms and Conditions constitute the entire understanding and agreement of the parties with respect to the subject matter covered by them, and supersede all prior and contemporaneous understandings and agreements, whether written or oral, with respect

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to such subject matter. No terms contained on any proposal, purchase order, acknowledgment or other document will be effective with respect to affecting the terms hereof. No delay or failure by either party to exercise or enforce at any time any right or provision hereof will be considered a waiver thereof of such party's rights thereafter to exercise or enforce each and every right and provision hereof. No single waiver will constitute a continuing or subsequent waiver. TRAVEL BY DESIGN does not guarantee it will take action against all breaches of these Terms and Conditions. No waiver, modification or amendment of any provision hereof will be effective unless it is in a writing signed by both the parties.

29. **Registrations** – TRAVEL BY DESIGN is a registered seller of travel in Florida (ST42194), California (2107902-40), Iowa (1462), Washtington (604686617-001-0001) and Ohio (2026698).

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