

Darby's Destination LLC Client Terms and Conditions

Each passenger must read these terms and conditions in their entirety. If you are the lead passenger, then you agree to share these terms and conditions with each passenger in your group. If there is any part of these terms and conditions that you do not agree with, then please do not use our travel services. The headings in the paragraphs below are meant for convenience only and do not themselves constitute or alter any terms and conditions.

BINDING TERMS AND CONDITIONS: By booking your arrangement with Darby's Destinations LLC, you and the rest of your passengers are agreeing to be bound by the terms of this agreement and any additional terms and conditions of any Supplier (including but not limited to cruise lines, airlines, hotels, tour operators, car rental companies, excursion companies, and other service providers) and Travel Insurance providers that are applicable to your booking arrangements. You are solely responsible for reviewing and understanding the terms and conditions of all Suppliers and Travel Insurance providers. A Supplier or Travel Insurance provider may change their terms and conditions at any time, and you agree to be bound by any such changes.

NAMES PROVIDED & PASSPORT REQUIREMENTS: You understand that the names provided to us must match exactly the first, middle and last names as listed on the passenger's passport (or driver's license for U.S. travel). Any discrepancy may result in cancellation, change fees, new and higher airfares, or denial of service. Valid passport books are required for all U.S. citizens traveling outside the U.S. and must be valid for a minimum of 6 months past your travel dates. Some countries require an entry visa in addition to a valid passport. Non-US Citizens must check requirements for the country their passport is issued in. You are solely responsible for obtaining the correct travel documentation for the destinations to be visited. If traveling with minors (under 18), a notarized parent/guardian permission letter is required to travel outside the U.S., if unaccompanied by both birth parents.

ACCURACY OF RESERVATIONS: You agree to review your travel reservations and documents for accuracy upon receipt. You must notify us within two days of receipt of any errors. If you do not notify us of any errors within that time, then for purposes of this agreement, the reservations and documents will be deemed fully accurate and we will have no responsibility for any errors.

PAYMENTS AND FEES: We accept major credit cards including Visa, Mastercard, American Express and Discover. You must provide us a signed charge authorization agreement for every transaction pertaining to your trip. Your authorization is a binding agreement for us to charge your card, and as such, you waive any right to a chargeback in case of cancellation for any cause (excepting fraud), including a force majeure event, as defined herein. If you attempt to chargeback, reverse or recollect a trip payment without our authorization, then we reserve the right to collect all additional costs, fees and expenses associated with such chargeback, reversal or recollection, including, without limitation, all reasonable attorney fees incurred in connection with our collection attempts.

- **Deposits:** All deposits you make are non-refundable unless otherwise expressly stated in writing by the Supplier. Under no circumstances shall we be responsible for refunding any portion of a deposit, or for communicating with any Supplier to obtain or request a refund. We have no control over the actions of any Supplier.
- **Our Travel Consulting Fee:** We have a rate structure to assist with the time spent covering the initial consultation, research, and proposal.

We are a little different than the typical travel advisors; our priority is designing the appropriate and totally personal travel experience for you. When you work with us as your travel professionals, we will work together to plan your vacation, with research and recommendations for the destination and resorts. You get access to a vast network of knowledge — which means we will be able to pick properties and develop experiences that meet your needs and personality. You will get to review a couple of fantastic itineraries, and then we'll continue to refine the

one that speaks to you. We work to get you the best value for your vacation; then we handle making all the vacation reservations. Once your vacation is all booked, in addition to the above,

- We keep in touch during the time before your trip
- Research any further details on the destination as well as dining, tours, must do's
- Prepare your documents
- Monitor flights before your departure and during your trip
- Available if you need anything while you are away

Our Travel Consulting Fee is \$250.00 and will be collected upfront to get the trip planning started. The Travel Consulting Fee is non-refundable and will be due even if you do not ultimately book a trip with us or if your trip is canceled or delayed for any reason, even for reasons beyond your control.

- Our Change and Cancellation Fees: Our Change and Cancellation Fees will be charged regardless of the reason for the change or cancellation of your trip, and even if the change or cancellation is for reasons beyond your control. Our Change and Cancellation Fees are:
 - Once a deposit has been placed -- \$100 per booking change or for cancellation
 - Once final payment has been made -- \$150 per booking change or for cancellation
 - After final travel documents have been issued -- \$250 per booking change or for cancellation

SUPPLIER PRICES AND FEES: Travel arrangements involving airline and cruise components are subject to supplemental price increases that may be imposed by the Supplier and/or government after you have completed your purchase. You hereby consent to any such price increases and authorize your credit or debit card to be used for them. Further, any Supplier may drop its prices after your travel arrangements have been confirmed, paid in full, or ticketed, and you will not be entitled to any refund or price decrease. You understand that discounted fares typically involve restrictions and that changing any aspect of your travel arrangements may result in the payment of additional money. Conversely, cancellation of any aspect of your travel arrangements may result in financial penalties, in accordance with the Supplier's cancellation policies. There may be additional fees or nonrefundable costs imposed by the airlines, hotels, cruise lines and other Suppliers.

WE ARE NOT A SUPPLIER OR INSURANCE PROVIDER: Darby's Destinations LLC is not a Supplier or Travel Insurance provider and has no control over any Suppliers or Travel Insurance providers, or any of their employees or agents. We also have no knowledge of the financial condition of any Supplier or Travel Insurance provider. You agree that we shall have no responsibility for, and shall not be liable for, any personal injury, property damage, accident, costs, fees, refunds, other losses, delays, inconvenience, or irregularity which may be caused, in whole or in part, by: (1) any action, omission, breach or default of a Supplier or Travel Insurance provider, any of their employees or agents, or any other person or entity not under our direct control; or (2) any defect in, or failure of, any vehicle, craft, equipment, or instrumentality owned, operated, or otherwise used or provided by a Supplier or any agent thereof. You hereby release and hold harmless Darby's Destinations LLC and its principals, employees and agents from all claims, of every nature and kind and without limitations, which relate in any way to any of the above.

FORCE MAJEURE: We shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, and shall not provide any refund, by reason of delay in performance, or by non-performance, of any of our obligations hereunder to the extent that any such delay or non-performance is due to any force majeure. "Force majeure" means circumstances beyond our reasonable control which would prevent or delay our performance under this contract and includes, by way of example and without limitation, acts of God, weather conditions, diseases, viruses, sickness, epidemics, pandemics, quarantines, explosion, flood, forceful wind, fire or accident, war or threat of war declared or undeclared, acts or threatened acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, government intervention, defects in machinery and vehicles, delays or other unforeseeable event). Further, if any

Supplier is affected by force majeure, the Supplier shall be entitled, in its sole and absolute discretion, to vary or cancel any itinerary or arrangement in relation to your trip.

DESTINATION CONDITIONS AND TRAVEL REQUIREMENTS: Darby's Destinations LLC has no special knowledge regarding any unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning possible dangers at destinations, you may contact the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or www.travel.state.gov. For medical information, you may contact the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel.

IF YOU HAVE BEEN CONVICTED OF ANY FELONY AND/OR MISDEMEANOR CHARGE INCLUDING DOMESTIC ABUSE, DUI, ETC... YOU MAY NOT BE ABLE TO ENTER CERTAIN COUNTRIES, SUCH AS CANADA. Please consult that country's entry requirements. You may check <https://travel.state.gov/content/travel/en/international-travel/International-Travel-Country-Information-Pages.html>

Federal law forbids the carriage of certain hazardous materials, such as aerosols, fireworks, and flammable liquids, aboard the aircraft. For more information on these restrictions, contact your airline or go to http://www.faa.gov/about/initiatives/hazmat_safety.

You assume sole responsibility for checking and verifying all passport, visa, vaccination, or other entry requirements of your destinations, and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destinations. You are also solely responsible for obtaining vaccinations and medications, if required or recommended, based on your travel destination and medical history.

You hereby release and hold harmless Darby's Destinations LLC and its principals, employees and agents from all claims, of every nature and kind and without limitations, relating in any way to matters referenced in this section.

TRAVEL INSURANCE: It is the responsibility of each traveler to protect his or her purchases. Travel Insurance is strongly recommended. We have information regarding Travel Insurance, but we are not affiliated with any Travel Insurance Providers and do not sell, solicit, negotiate, or place any insurance policies. We may discuss with you our general understanding of certain coverages, but this is only our general understanding and is not a binding representation, assurance or promise about the coverage. Our understanding may be incorrect. The details of the coverage are contractual in nature and are described in the policy itself, which is a legally binding document. You are solely responsible for reviewing and understanding the policy terms and conditions and you agree that we will have no liability relative to the content of the policy or your understanding of the policy.

LIMITATION ON DAMAGES: Client also agrees that Company shall not be responsible for paying any indirect, incidental, consequential, special, punitive, exemplary or multiple damages in any action or proceeding relating in any way to this agreement or your trip, and you expressly waive any statutory, common law, and other rights or claims for such damages.

TIME LIMITS ON CLAIMS: You must notify us in writing within thirty (30) days of the end of your trip, or the cancellation of the trip, of any complaints you have relating in any way to the trip or this agreement. Failure to notify us in writing of the complaint will result in your waiver of any right to make any claims against us or any of our principals, employees or agents relating in any way to your trip or this agreement. Further, any claim which either party ever has which relates in any way to this agreement or the trip must be filed no later than one year from the date on which any alleged breach or damage occurred. Both parties waive any statute of limitations providing a longer filing period.

APPLICABLE LAW; JURISDICTION & VENUE; FEES: Massachusetts law will govern all claims, actions and proceedings, of whatever nature or kind, which relate in any way to this agreement or your trip, without regard to any choice or conflict of law principles. The non-prevailing party shall pay all reasonable costs and attorneys' fees incurred by the prevailing party. You agree that the courts in Bristol County, Massachusetts will be the sole and exclusive

jurisdiction for all claims, of every nature and kind, you file against Darby’s Destinations LLC or any of its principals, employees or agents which relate in any way to this agreement or your trip. You hereby submit to the personal jurisdiction of those courts and waive all arguments you might otherwise make regarding personal jurisdiction or the alleged inconvenience of the forum.

INTEGRATION; AMENDMENTS & WAIVERS; SEVERABILITY: This agreement constitutes the entire agreement between the parties, superseding all previous and contemporaneous promises and representations. This agreement shall never be considered amended in any way, nor shall any provision ever be considered waived, except by a subsequent writing, signed by the party to be bound. No attempted oral or other non-written amendment or waiver will be enforceable against either party. Unless otherwise expressly stated, any waiver will apply only to the instance or circumstance identified and will not constitute a continuing waiver. If any provision of this agreement is determined by a Court to be invalid or otherwise unenforceable, the remainder of this agreement shall remain enforceable.

ACKNOWLEDGEMENT

By signing below, I affirm that I have read this Agreement (“Darby’s Destinations LLC Terms and Conditions”) in its entirety; that I understand its contents; and that I agree to abide and be bound by every term and condition herein.

SIGNED THIS ___ OF _____ 20____:

Thanks for booking with Darby’s Destinations LLC!