



GENERAL TERMS, CONDITIONS, AND PROFESSIONAL DISCLOSURES

Effective Date: March 1, 2026

Version: 1.1

PLEASE READ THIS DOCUMENT CAREFULLY. *This document contains the general terms and conditions governing the professional relationship between Solsun Travel, LLC (“Company”) and its clients (“Client”). These terms are incorporated by reference into the Service Agreement signed by the Client. By utilizing the services of Solsun Travel, LLC, Client agrees to be bound by the terms, disclaimers, and limitations of liability set forth herein.*

This Agreement is between Solsun Travel, LLC (“Company”) and You (“Client”) (collectively the “Parties”, or in the singular “Party”), for the purpose of Client hiring Company to provide the travel advisory services outlined below. This Agreement shall become effective upon the date of both Parties’ signatures below.

1. Scope of Services

Client understands and agrees that Company acts solely as a booking agent for disclosed principal supplier tour operators, cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and other services (“Supplier(s)”) and is not the source or provider of the travel services.

Client warrants that they are at least 18 years of age and possess the legal authority to enter into this Agreement and to make travel bookings with Company. Client agrees to be financially responsible for all of its travel bookings made on behalf of Client and any member of Client’s traveling party and warrant that all information supplied by Client on behalf of themselves, members of their household, or others for whom Client is authorized to transact business with Company is true and accurate.

1.1. Authority to Bind Group Members: The person signing this Agreement (“Lead Passenger”) represents and warrants that they have the full legal authority to bind all other members of their traveling party to these Terms and Conditions. The Lead Passenger is responsible for distributing these Terms to all members of the group. Any minor traveling with the party is bound by these Terms through the signature of their parent or legal guardian (or the Lead Passenger acting in loco parentis).

1.2. Services Provided

The specific travel advisory services provided by Company (collectively, the “Package”) are determined by the specific service level selected by the Client and the travel requirements identified during the consultation process. Company’s services may include, but are not limited to, a combination of the following:

- **Advisory & Research:** Destination recommendations, planning, and logistics based on Client’s criteria, budget, and Supplier availability.
- **Professional Expertise:** Access to Company’s industry experience, global connections, and partnerships with in-country experts.
- **Booking & Reservations:** Coordination of flight reservations, accommodation bookings, and ground transportation (including car rentals, private transfers, or rail).
- **Itinerary Design:** Creation of a custom electronic and/or PDF itinerary (“Itinerary”), including booking confirmations and a summary of travel costs.
- **Revision Support:** Up to two (2) itinerary revisions prior to final booking, unless otherwise specified in the Client’s selected service tier.

Note on Selection: Client acknowledges that the final Package is limited to the specific services requested by Client and confirmed by Company in writing. Company is only responsible for the specific components of the travel arrangements that Company has been engaged to book and confirm.

1.3. Deemed Acceptance by Conduct: Acceptance of a travel itinerary, payment of a deposit or final balance, or participation in any travel services provided or arranged by Company shall constitute full and binding acceptance of these Terms and Conditions by each traveler, regardless of whether that individual traveler has personally signed this Agreement. If you do not agree to these Terms, you must notify the Company in writing and immediately cease use of all services.

2. Travel Advisor Fees & Professional Disclaimer

Client shall reserve Company's services by signing and returning this Agreement along with a non-refundable planning fee starting at \$150.00 USD *minimum and subject to additional charges for additional people, destinations, services, expedited requests and more, before receiving any travel proposal from Company.*

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Travel Services shall not commence until this signed Agreement and the Service Fee have been received by Solsun Travel. Client understands this Service Fee is not refundable under any circumstances, even if the Clients' trip is canceled. Fees and costs for purchasing the Travel Products shall be borne by Client and shall be paid directly to the company providing the Travel Products (herein the "Travel Product Providers"). The planning fee does not include any accommodations, flights, and other tour costs (which are based on Supplier requirements and will be communicated via quote to Client). Client is required to pay all Suppliers via payment authorization from the Company.

Scope of Expertise: Client acknowledges that Company provides travel advisory services "as is".

No Guarantee of Outcome: While Company utilizes global connections and partnerships, Company makes no express or implied warranties regarding the specific satisfaction, weather conditions, or local experiences of the trip.

Fee Non-Refundability: This Service Fee is not refundable under any circumstances, even if the trip is canceled.

The planning fee charges in this Agreement are based on the Company's current pricing at the time of booking. Company's planning fee is adjusted periodically, and future bookings will be charged at the prices in effect at the time.

3. Credit Card Authorization & Chargebacks

CLIENT SHALL BE COMPLETELY RESPONSIBLE FOR ALL CHARGES, FEES, DUTIES, TAXES, AND ASSESSMENTS ARISING OUT OF CLIENT'S TRAVEL BOOKINGS THROUGH COMPANY. BY SUBMITTING A CREDIT CARD AUTHORIZATION FORM TO COMPANY, CLIENT AGREES TO ALLOW COMPANY TO USE ITS PAYMENT METHOD TO PURCHASE TRAVEL PRODUCTS FROM OUR SUPPLIERS ON CLIENT'S BEHALF. EXCEPT IN CASES OF FRAUD, CLIENT AGREES NOT TO FILE ANY DISPUTE WITH CLIENT'S BANK OR CREDIT CARD COMPANY TO AVOID OR VIOLATE ANY BOOKING TERMS AND CONDITIONS OF COMPANY OR ITS SUPPLIERS, INCLUDING CANCELLATIONS OR

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CHANGES OF ITINERARY OR ARRANGEMENTS FOR REASONS BEYOND THE CONTROL OF COMPANY OR ITS SUPPLIERS. IF CLIENT ATTEMPTS TO CHARGEBACK, REVERSE, OR RECOLLECT A PREVIOUSLY AUTHORIZED TRIP PAYMENT, COMPANY RESERVES THE RIGHT TO COLLECT ALL ADDITIONAL COSTS, FEES, AND EXPENSES ASSOCIATED WITH SUCH CHARGEBACK, REVERSAL, OR RECOLLECTION, INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES.

All payments for travel are due prior to departure according to each Supplier's terms and conditions of booking. Client understands that failure to make final payment or any violation of a Supplier's conditions of purchase may result in cancellation of Client's reservations, in Client being denied access to any flights, tours, hotels, cruises, or other travel services, or in Client forfeiting any monies paid for Client's reservations.

4. Cancellations & Reschedulings

Client understands and agrees that in some cases there is NO REFUND from a Supplier once a booking is made and under deposit. All cancellation requests must be sent to Company in writing, pursuant to the Notice provision in Section 33. As a result of the cancellation of or rescheduling change to a confirmed itinerary, Company and Suppliers' cancellation and rescheduling penalties and change fees will apply. Company's cancellation fee will be equal to the total of any costs incurred from a supplier in the process, and Company's rescheduling fee is \$150.00. Each Supplier will have their own cancellation or rescheduling fee, which Client understands fluctuates depending on the Supplier. All cancellation and rescheduling fees will be charged to the credit card or other payment method Client authorized to pay for travel services or deducted from the Suppliers' refunds.

5. Products & Suppliers

Company sells a variety of travel-related products from different Suppliers. Each Supplier has its own terms and conditions that are applicable to Client's particular arrangements and Client

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agrees to read through, acknowledge, accept, and abide by such terms. Company acts only as an agent for the Client in all matters related to sightseeing tours, cruises, hotels, meals, and other services, including all transportation whether by air, motor coach, rail, car, boat, or by any other means. Client understands that the Company neither owns nor operates such third-party Suppliers. Because Company is not a co-Supplier of such products and services, Client agrees to enter into separate contracts with such Suppliers in connection with those products and services. Suppliers, affiliates, and online travel agencies (Expedia, Booking.com, Hotels Tonight, etc.) reserve the right to substitute hotels, alter itineraries, withdraw any tour, and/or make any necessary adjustments due to unforeseen circumstances.

6. Booking & Reservations Vouchers

When purchasing travel-related services through Company, Client understands and agrees it will be making an offer to purchase a Package. Once Client signs this Agreement, along with payment of the Company's planning fee in full, Client understands and agrees to enter an agreement for all costs related to Itinerary creation in its entirety. Company's email confirmation is NOT the contractual acceptance of the booking, but merely an acknowledgment that Company has received Client's offer. The terms of Client's Package (such as price, availability, and/or dates of travel) are not guaranteed until the contract is formed between Client and the Supplier and a ticket and/or a reservation voucher has been confirmed and issued by Supplier. Once confirmed by the Supplier, a ticket and/or reservation voucher will be issued and delivered through email and/or Itinerary. The contract between Client and Supplier will relate only to those items confirmed by email and/or Itinerary with ticket and/or reservation numbers. Company is not required to provide an itemized breakdown of pricing within the Itinerary, but Company will retain receipts for Client's records. All reservations listed within Itinerary will be fulfilled on the delivery date set out in a ticket/reservation voucher, unless otherwise explicitly stated in Itinerary.

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Company is not liable or responsible for any arrangements made independently of Company. Company assumes no responsibility for costs or fees Client incurs for independent arrangements not booked through Company, inclusive of, but not limited to, airline, hotel, excursion, and travel protection-related charges.

7. Itinerary Prices and Fees

Prices quoted by Company within Itinerary are subject to the following conditions:

Prices include fees and taxes. However, the final price is subject to change without notice until full payment is received. Most prices quoted are in United States Dollars, unless unavailable from the Supplier. Airline cancellations, changes, and rebooking fees and rules are subject to the individual terms and conditions imposed by the carrier. Hotel accommodations are based on Run of House (ROH) double occupancy unless otherwise indicated.

All airline tickets are subject to supplemental price increases that may be imposed after the date of purchase. Post-purchase price increases may be applied due to additional costs imposed by Supplier(s) or government(s). Airlines may charge seat assignment fees, which are not the responsibility of Company. All seat selection costs are the responsibility of the Client.

Supplier may charge a conversion rate fee on the final purchase price. All conversion rate fees are the responsibility of Client.

Luggage fees are not included in the quoted airfare price by Company, and are subject to the conditions set forth in Section 11.4.

8. Client Credit Card on File

Client may be charged additional sums by the Company to offset any increased fees, fuel surcharges, taxes, and fluctuations in foreign exchange markets, or any combination thereof. Acceptance of these Terms and Conditions hereby implies Client's consent to any post-purchase price increases and authorizes the Company to charge Client's credit card for such additional amounts. Company shall give notice to Client of any increase in pricing at least 1 business day, or 24 hours before authorization of charges is conducted on Client's Credit Card.

9. Authorization to Use, and Warranty of, Personal Information

BY REQUESTING TRAVEL SERVICES FROM COMPANY, CLIENT IS AUTHORIZING COMPANY TO OBTAIN CLIENT'S PERSONAL PRIVATE INFORMATION AND/OR TO PROVIDE CLIENT'S PERSONALLY IDENTIFIABLE INFORMATION TO THOSE THIRD-PARTIES THAT COMPANY DEEMS NECESSARY TO PROVIDE CLIENT WITH THE SERVICE THAT CLIENT HAS REQUESTED AND TO PROVIDE THE TYPE OF INFORMATION THAT COMPANY DEEMS IS REQUIRED AS AN INTEGRAL PART OF BOOKING CLIENT'S TRAVEL. COMPANY TAKES GREAT CARE TO USE ONLY REPUTABLE COMPANIES TO BOOK CLIENT'S TRAVEL. HOWEVER, COMPANY IS NOT LIABLE FOR THE MANNER IN WHICH SUCH THIRD PARTIES HANDLE CLIENT'S PERSONAL, PRIVATE, AND/OR PERSONALLY IDENTIFIABLE IDENTIFICATION INFORMATION, OR FOR ANY FAILURE BY SUCH THIRD PARTIES TO PROTECT THE PRIVACY OF CLIENT'S INFORMATION. BY REQUESTING TRAVEL SERVICES FROM COMPANY, CLIENT IS CERTIFYING THAT ALL INFORMATION CLIENT PROVIDES TO COMPANY WILL BE ACCURATE, COMPLETE, AND CURRENT AND THAT CLIENT IS NOT AND HAS NOT KNOWINGLY PROVIDED COMPANY WITH ANY FALSE INFORMATION.

10. Booking Accuracy & Legal Names

CLIENT IS REQUIRED TO IMMEDIATELY REVIEW THEIR BOOKING CONFIRMATION AND VERIFY ALL ASPECTS OF THEIR BOOKING, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: CLIENT NAME, MAILING ADDRESS, EMAIL ADDRESS, TELEPHONE NUMBER(S), DATE(S) OF BIRTH, PRICING, AIRFARE, DEPARTURE/ARRIVAL TIMES AND AIRPORTS, ACCOMMODATIONS, AND ORGANIZED ACTIVITIES. CLIENT SHALL NOTIFY THE COMPANY IMMEDIATELY IF ANY ERRORS OR OMISSIONS EXIST OR OTHER CORRECTIONS ARE NECESSARY TO ADJUST OR OTHERWISE CHANGE CLIENT'S BOOKINGS. CLIENT VOLUNTARILY ASSUMES FULL AND SOLE RESPONSIBILITY FOR ANY AND ALL RISK AND/OR COSTS INVOLVED WITH FAILURE TO REPORT SUCH ERRORS OR OMISSIONS. CLIENT IS REQUIRED TO VERIFY THE ACCURACY OF THEIR LEGAL FIRST AND LAST NAMES. IT IS MANDATORY THAT NAMES ON BOOKINGS BE IDENTICAL TO THOSE ON ALL TRAVEL DOCUMENTS, SUCH AS PASSPORTS AND DRIVER'S LICENSES.

11. Airfare

11.1. General Conditions Governing Air Transport

a. *Modification of Reservation*

Unless indicated otherwise at the time of booking, airline tickets are highly restrictive, non-refundable, and non-transferable. Modification of Client name, travel date, travel times, travel routing, or travel departure/arrival times and airports is at the sole discretion of the airline and, if permitted, will likely be subject to a substantial change fee. CLIENT IS RESPONSIBLE FOR ANY AND ALL CHANGE FEES AND FOR THE DIFFERENCE IN FARE, IF APPLICABLE.

b. *Unused Airline Tickets*

Company acts solely as an intermediary between Client and the airline.

When Client is booked on an airline reservation, their credit card or debit card will be charged for the amount agreed upon. Credit will not be given by Company for any unused airline tickets and cannot be used towards any future bookings.

c. *Seat Reservations & Assignments*

Client, unless otherwise requested, is quoted in economy class seats to be booked by Company. All travel quoted will be round-trip unless otherwise determined by Company. Company is unable to specify the type of aircraft used by any airline or the amenities available on a particular flight. Seat assignments are subject to the airlines' policies and may not be able to be made until Client is at the airport on the date of departure. Client understands and agrees that all airline seats whether reserved or not are subject to change by the Airline at the time of departure. If applicable, Company agrees to add Client's frequent flyer mileage number and Travelers Identification Number reservation to the airline reservation at the time of booking. Client understands Client agrees that not all reservations are eligible for mileage accrual. Client

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further agrees that they are responsible to obtain their own Travelers Identification Number if they wish to receive a pre-check status within the United States.

d. Layovers

Client agrees that direct flights may be non-stop or may involve one or more layovers (the airline makes a stop but all portions of the flight keep the same flight number). Company is not responsible for any travel delays due to airline layovers. Company does NOT make any guarantees regarding the length layover times, and Client is solely responsible for ensuring it has adequate time during its flight(s) layovers for reasons including, but not limited to, accompanying children, going through customs, meals, and potential flight delays.

e. Airline Delays and Cancellations.

In the event that an airline cancels or delays a flight, Client shall contact the airline directly to rebook a flight. Client shall confirm all bookings with the airline prior to the stated date of departure (recommended 72 hours in advance). Client is responsible for arriving at the airport in a timely manner before a flight. Company recommends Client arrive at the airport at least two hours prior to departure if traveling within the United States and three hours prior to departure if traveling internationally. Company will not reimburse Client for unexpected additional travel costs or for missed flights.

Company will not provide refunds for trips missed or for delays or cancellations that occur at the discretion of the airline, are due to weather changes, or other causes listed in Section 25 (Force Majeure) below.

IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, CLIENT AGREES THAT THE COMPANY IS NOT LIABLE FOR ANY DAMAGES ARISING FROM, OR RELATED TO, ANY AIRLINE TIMETABLE CHANGES, SEATING REASSIGNMENTS, DELAYS, CANCELLATIONS, MISSED CONNECTIONS, MECHANICAL PROBLEMS, INCLEMENT WEATHER, LOST/DELAYED BAGGAGE, SCREENING, AND SECURITY DELAYS, REFUSED

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BOARDING, ACTS OF GOD, TERRORISM, WARFARE, OR FAILURE TO CHECK-IN PROPERLY OR ON TIME.

11.2. Prohibited Practices

Client agrees that they will not deviate from their airline bookings by making any unscheduled stopovers. Client further agrees not to engage in the following prohibited practices:

1. "Hidden-City Ticketing" or "Point Beyond Ticketing." Hidden-city ticketing occurs when a passenger disembarks an indirect flight at the connection node;
2. "Throwaway Ticketing." The purchase and use of round-trip tickets for the purpose of one-way travel only, thereby throwing away the final segment of the ticket; and
3. "Back-to-Back Ticketing" is the use of two or more different tickets issued at round-trip fares for the purpose of circumventing applicable rules (such as advance purchase/minimum stay requirements).

Client agrees that when a ticket is purchased and used in violation of these rules, the Company and any applicable air carrier(s) have the right in their sole discretion to take all actions permitted by law, including, but not limited to the following:

1. Invalidate the ticket(s);
2. Cancel any remaining portion of the Itinerary;
3. Confiscate any unused Flight Coupons;
4. Refuse to board Client and to carry Client's baggage;
5. Assess Client for the actual value of the ticket which shall be the difference between the lowest fare applicable to the Itinerary and the fare actually paid;

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6. Delete miles in Client's frequent flyer account and/or terminate Client's participation in the frequent flyer program;
7. Prohibit Client from boarding commercial aircraft for travel within, into, or out of the United States; and/or
8. Take legal action against Client.

11.3. Loss of Tickets for Air & Other Modes of Transportation

Client agrees to safeguard their airline tickets and bear any and all costs related to loss or theft of airline tickets or other transportation tickets and vouchers (including, but not limited to, boat, train, bus, helicopter, and any other mode of transportation). If Client loses their airline ticket or if their ticket is stolen, the Company advises that Client immediately report the airline ticket as stolen to the police, TSA, and the carrier.

11.4. Luggage

Each airline has its own policy regarding luggage and/or cargo. Company recommends that Client checks with the airline at least 72 hours in advance of departure to determine whether there are any applicable weight restrictions and additional charges relating to checked baggage. Client shall be responsible for paying for any charges regarding checked or overweight baggage, including, but not limited to, golf bags, car seats, equipment, musical instruments, sporting equipment, and oversized luggage and any cargo as designated and determined by the airline. Such charges shall be paid directly to the airline by Client.

Company is not responsible for any damage or loss of luggage by any airline. The airline may be liable to Client for loss, theft, or damage of the baggage Client entrusts 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 or cargo, Client shall contact the airline

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directly and declare the damage, absence, or loss of personal property. Client shall keep the following documents in case of damage or loss of luggage or cargo: travel ticket; baggage check-in slip; and photographs, if applicable. Company strongly recommends that Client obtain an insurance policy covering the value of Client's items before departure.

11.5. Hazardous Materials

U.S. federal law prohibits passengers from bringing hazardous materials on an aircraft.

Federal law forbids the carriage of hazardous materials aboard aircraft in the passenger's luggage or on the passenger's person. A violation can result in five years of imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radiopharmaceuticals.

There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in the passenger's luggage and certain smoking materials carried on the passenger's person. For further information, each passenger should contact the relevant airline representative(s) on their itinerary. Restrictions on hazardous materials are listed at <http://www.tsa.gov/traveler-information/prohibited-items>.

11.6. Insecticide Notice

Company recommends that Client refers to the U.S. Department of Transportation ("DOT") list of airports in countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft. This list is on the DOT's website and is updated from time to time: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>.

12. Unused Arrangements, Minimum Passenger Requirements & Alterations to Bookings During Trip

When tour, cruise or package prices are based on Suppliers' contract rates, Client will not be entitled to any refund for any unused portion of travel.

Some group tours are based on a minimum number of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed, or the tour may be

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canceled. Any cancellations of a tour or package for the reason of failing to meet the minimum traveler requirement will be governed by the tour operator's cancellation policy.

If Client decides to change any portion of its confirmed arrangements prior to departure or during its trip, Company will attempt to assist. Certain bookings may not be able to be changed. All requests for changes to a booking must be made in writing to Company.

The Supplier may determine that alterations in the itinerary are necessary for any number of reasons, including but not limited to severe weather. Any alterations to an itinerary are at the sole discretion of the Supplier, and Company bears no responsibility for any changes.

12.1. No-Show & Partial Use: If Client fails to show up for any reserved segment of the Package (e.g., a flight, hotel check-in, or tour) without prior written notice to the Supplier, the Supplier may deem the entire reservation canceled. Company is not responsible for any "domino effect" cancellations or loss of subsequent services resulting from Client's "No-Show" or partial use of travel arrangements. No refunds will be issued for unused portions of travel.

Section 13. Professional Liability & Disclaimer of Warranties

13.1. "As Is" and "As Available" Services. Company provides all travel advisory, planning, and logistics services on an "as is" and "as available" basis. To the maximum extent permitted by applicable law, Company expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

13.2. No Guarantee of Outcome. While Company utilizes its expertise, global connections, and partnerships to provide recommendations, Company makes no warranty or representation regarding the success, quality, or specific outcome of the travel Package. Client acknowledges that travel involves inherent risks, and Company does not guarantee that the services provided by Suppliers will meet Client's expectations or be free from errors, omissions, or disruptions.

13.3. Professional Errors & Omissions. Client agrees that the Company's role is strictly that of an advisor and booking intermediary. Company shall not be held liable for any damages

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resulting from clerical errors, omissions in the Itinerary, or reliance on information provided by Suppliers, unless such damages are the direct result of Company's gross negligence or willfull misconduct. In no event shall Company's total liability for professional errors exceed the total planning fee paid by Client to Company.

Client understands and agrees that Company's role related to guidance for retainment of Supplier is that of an advisor and that final Supplier selections will be made solely by the Client. Client shall relieve and hold Company harmless for any acts, errors, omissions, representations, warranties, breaches, or negligence of any such Supplier. Client is responsible for paying Supplier directly and all Supplier contracts will be between Client and Supplier.

Company assumes no responsibility for and shall not be liable for any refund, personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity that may be caused by: (1) any defaults, wrongful or negligent acts, or omissions of a Supplier; (2) any defect in or failure of any vehicle, craft, equipment, or instrumentality owned, operated, or otherwise used or provided by a Supplier; or (3) any wrongful or negligent acts or omissions on the part of any other party not under Company's control. Client hereby releases and holds Company harmless from any and all claims arising out of Supplier occurrences.

No undertaking, guarantee, or warranty is given or shall be implied as to the fitness or condition of Client's accommodations, transportation, or any food, drink, medicine, or provisions. Client understands and agrees that Company shall not be responsible for refunding, either fully or partially, any amounts paid due to unsatisfactory services from any Supplier. In no event shall Company be liable for any accident which occurs in hotels, in resorts, on airplanes/in airports, on buses/in bus stations, on trains/in train stations, onboard a cruise ship, on tenders, onshore excursions, or during any mode of transportation encountered during the trip, resulting from equipment or any other cause.

14. International Travel Responsibility & Warranty

Client understands and agrees that it is their responsibility to ensure all details for travel documentation for all persons traveling in their party are correct and that they have reviewed all U.S. Government and other applicable government prohibitions, warnings, and advisories applicable to the foreign travel destination.

Client is responsible for fulfilling obligations related to obtaining passports, visas, and/or other immigration requirements, including vaccinations or other health-related requirements for all persons traveling in their party.

Client agrees that every person traveling with their party is in good physical and mental health and has medical approval to travel. Any physical disabilities must be reported to Company at the time of initial booking. Client is required to provide their own personal or individually prescribed devices such as canes, wheelchairs, walkers, or similar devices. Company reserves the right to terminate this Agreement if Client's mental or physical condition makes them unable to complete Itinerary. Client understands and agrees that Company shall be held harmless for any and all claims relating to termination relating to mental or physical condition.

Each country holds different views of past criminal offenses, whether within or outside of its boundaries. If Client or any of its traveling parties hold a current or prior criminal offense, Client understands that it has the sole responsibility to contact that country directly for entry and exit requirements. Clients can visit the U.S. State Department Website for further information about these requirements. See, <https://travel.state.gov/content/travel.html>. Company does not inquire about an individual's criminal record in the interest of respecting Client's privacy. For example, if traveling to or through Canada, individuals with a Driving While Intoxicated (DWI) record should review current entry requirements, which can be found at <https://www.canada.ca/en/immigration-refugees-citizenship/services/immigrate-canada/inadmissibility.html>.

14.1. Client Duty to Research: While Company provides recommendations and destination information, Client acknowledges an affirmative duty to conduct their own independent research

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regarding the safety, local laws, customs, and suitability of the destination for the Client's specific health, dietary, accessibility, or religious needs. Company shall not be liable for Client's failure to investigate the suitability of a destination.

15. Travel with Minors

Client agrees that any minor child traveling with Client is in their care legally. In the event that Client is traveling with a minor child and Client is not the parent or legal guardian of such child Client must have and carry on their person during travel a signed and notarized consent form from the child's parents or legal guardians consenting to travel with Client. In the event that Client is traveling with their own minor child who does not share the same last name as Client, Client understands that they must provide and carry on their person the child's birth certificate during travel. COMPANY SHALL NOT BOOK TRAVEL ACCOMMODATIONS FOR ANY MINOR CHILD WITHOUT RECEIVING A SIGNED NOTARIZED CONSENT FORM, BIRTH CERTIFICATE, GUARDIANSHIP, OR ADOPTIVE PAPERWORK FROM ALL LEGAL GUARDIANS OR PARENTS.

CLIENT AGREES THAT ALL MINOR CHILDREN ARE IN THEIR CARE AND CLIENT ASSUMES ALL RESPONSIBILITY OF POTENTIAL INJURY, DANGERS, AND RISKS ASSOCIATED WITH THE TRAVEL OF THE MINOR CHILDREN.

16. Assumption of Risk & Release of Liability

Client understands and agrees that they fully recognize there are dangers and risks to which they may be exposed by participating in travel activities including, but not limited to, strenuous activities such as hiking, walking, running, jumping, wading across or getting into water, strong currents, ocean waves, four-wheel drive roads, etc.; being in areas which might trigger a fear of

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heights or other fear responses; being exposed to normal and extreme weather conditions and other naturally occurring phenomena such as harsh sun, altitude, extreme cold or hot

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temperatures, rain, snow, sleet, hail, wind, fog, tornadoes, wildfires, floods, avalanches; manual posing demonstrations or adjustments, camping, etc.

Client agrees to assume and take on all risks and responsibilities arising from or associated with any trip activity and release Company and all of its affiliates, divisions, departments, and other representatives, members, owners, employees, agents, administrators, assigns, and contractors, from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that Client may suffer arising from or in connection with travel activities, including any injury or harm, death, or damage to Client's personal property.

BY SIGNING THIS AGREEMENT, CLIENT UNDERSTANDS AND AGREES THAT COMPANY DOES NOT REQUIRE PARTICIPATION IN ANY TRIP ACTIVITY, BUT CLIENT WANTS TO AND CHOOSES TO DO SO VOLUNTARILY AND KNOWINGLY—AND HAS PROPERLY PREPARED TO DO SO—DESPITE THE POSSIBLE DANGERS AND RISKS DESCRIBED HEREIN.

17. Travel Insurance

Company recommends Client obtains travel insurance for all travel plans. As the travel booking agent (when applicable), Company has a professional responsibility to recommend the purchase of travel insurance to protect activities within the Itinerary. While Company does offer coverage through certain carriers, Company cannot compare all the policies or companies currently in the marketplace. This responsibility rests solely with Client to determine the proper policy and Company advises Client to do its research and find coverage that best fits Client's individual needs. CLIENT UNDERSTANDS AND AGREES THAT THEY HAVE THE SOLE RESPONSIBILITY TO READ THE TRAVEL INSURANCE POLICY WHEN IT ARRIVES. INSURANCE INFORMATION INCLUDES BUT IS NOT LIMITED TO, DETAILS ON THE EXTENT OF COVERAGE AND PROCEDURES FOR MAKING A CLAIM.

If Client declines travel insurance, Client acknowledges and accepts liability for any cancellation penalties, damages, and/or out-of-pocket expenses incurred. Client also acknowledges and

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accepts responsibility for arranging and paying for any treatment in case of a medical emergency while traveling. If coverage is declined, Client has waived its right to this important coverage and Client's Itinerary confirmation will note "declined" next to the travel insurance section. If Client has not purchased travel insurance, Client agrees to REVIEW THE

INSURANCE DECLINATION CONFIRMATION FOR ACCURACY and contact Company immediately if Client believes Client has travel insurance and the confirmation is incorrect. Failure to contact Company will be considered a waiver of travel insurance.

All requests for claim services or reimbursement under the travel insurance policy must be filed directly with the travel insurance provider in accordance with the policy terms and conditions which Client is responsible for reviewing upon receipt. Company is not able to provide advice with regard to possible cancellations and any associated insurance claims processing. All queries regarding cancellation, penalties, and coverage should be directed to Client's particular travel insurance provider. Company will not communicate with the insurance provider on behalf of Client.

Accordingly, Client acknowledges that Company cannot be involved in any aspect of an insurance claim/request for service.

CLIENT ACKNOWLEDGES AND AGREES THAT COMPANY HAS NO CONTROL OVER THE TRAVEL INSURANCE PROVIDER OR ITS COVERAGE DECISIONS AND, AS A RESULT, COMPANY IS NOT RESPONSIBLE FOR AND SHALL NOT BE LIABLE FOR POLICY COVERAGE, CLAIMS PROCESSING, OR THE DENIAL OF ANY CLAIMS.

18. Communication Policy & Business Hours

To ensure efficient service, Company maintains standard business hours of 8am to 5pm Mountain Standard Time.

- Response Times: Company will make every effort to respond to Client inquiries within 24 to 48 business hours. Company's primary source of communication is via email. In the event a breakdown of communication occurs, Company will first notify Client that

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response is needed within 24 hours and if no response is received, Company shall not be liable for any travel advice associated with the communication errors and Company reserves the right to terminate this Agreement.

- **Emergency Contact:** For issues occurring during travel, Client should first contact the local Supplier (hotel, airline, or tour operator) directly as they are the primary service providers.
- **Termination for Non-Response:** If a response from Client is needed and not received within 72 hours, Company reserves the right to terminate this Agreement.

19. Intellectual Property & Confidentiality

Client agrees that the Itinerary and all custom travel designs created by the Company are considered confidential Information.

- **Ownership of Work Product:** All itineraries, destination research, Graphic Designs both digital and physical, Copy both digital and physical, and planning documents remain the sole Intellectual Property of Solsun Travel, LLC.
- **Limited License:** Company grants Client a personal, non-exclusive license to use the Itinerary for the purpose of the specific trip described.
- **Prohibited Use:** Client may not resell, publish, or distribute the Itinerary to third parties for commercial purposes, except for emergency contacts or insurance providers.

With the exception of the terms stated in Section 9, Company shall not disclose to any third party any details regarding the business of the Client, including, without limitation the travel parties' names, driver's license numbers, passport numbers, dates of birth, Itineraries, or contact information, without written permission from Client.

19.3. Media Release: Client hereby grants Company the irrevocable right and permission to use, publish, and distribute any photographs or videos taken of the Client during the trip (whether taken by Company, its agents, or shared by Client with Company) for marketing,

promotional, or advertising purposes across any media platform. Client waives any right to
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royalty or compensation for such use. If Client does not wish to be photographed, they must notify the Company in writing prior to departure.

20. Currency Fluctuations

Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations. The company is not responsible for surcharges or foreign transaction fees imposed by the client's credit card or bank.

21. Right of California Customer to Make a Claim Under the California Travel Consumer Restitution Fund

Any Client who resides in California may be eligible for a refund for losses from a registered seller of travel that participates in the California state refund program. If Client were located in California at the time of its travel purchase, Client may have a right to file a claim for losses with the California Travel Consumer Restitution Corporation. Certain restrictions apply. For a claim form and additional information contact the Travel Consumer Restitution Corporation at <https://www.tcrcinfo.org>.

22. Maximum Damages

The sole remedy for any actions or claims by Client against Company shall be limited to a refund, the maximum amount not to exceed the total monies paid by Client under this Agreement.

23. Limitation of Liability

In no event shall Company be liable under this Agreement to Client or any other third party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not Client was advised of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

24. Indemnification

Client hereby agrees to indemnify, release, discharge and hold harmless the Company, its heirs, legal representatives, assigns, employees or any persons or corporations acting under permission or authority of the Company from and against any liability or claims arising as a result of any third-party related to this Agreement.

25. Force Majeure

Company shall be liable or responsible to Client, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the Company's control that were unpredictable and unforeseeable at the time of contracting, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Retainer and all other payments made by Client up to the date of a Force Majeure Event are non-refundable.

25.1. Data Security Limitation: Company employs commercially reasonable measures to protect Client information. However, Client acknowledges that no digital transmission or storage is 100% secure. Company shall not be liable for any indirect, incidental, or consequential damages arising from a data breach or cybersecurity incident unless caused by Company's gross negligence.

26. Reservation of Rights: Company's Changes to These Terms

Company reserves the right, in its sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms will be provided to the Client.

27. Entire Agreement

This is a binding Agreement that incorporates the entire understanding of the Parties, supersedes any other written or oral agreements between Company and Client, and any modifications must be in writing, signed by both Parties and physically attached to the original agreement.

28. Severability & No Waiver

In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both Parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.

29. Transfer

This agreement cannot be transferred or assigned to any third party without the written consent of both Parties.

30. Headings

Headings and titles are provided in this Agreement for convenience only and will not be construed as part of this Agreement.

31. Notice

Parties shall provide effective notice ("Notice") to each other via email at the date and time which the Notice is sent: Company's Email: [enter business email]; Client's Email: [enter email].

32. Counterparts & Facsimile Signatures

A copy of this Agreement may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete agreement between the Parties. The Parties agree that a facsimile copy (electronic copy) of this Agreement, which contains the Parties' signatures, may be used as the original.

33. Health Advisories, Pandemics, and Infectious Diseases Release

33.1. Client Responsibility for Health Requirements: Client understands and agrees that travel destinations, transit points, and Suppliers may have health-related entry or re-entry requirements, including but not limited to vaccinations, pre-travel testing, health screenings, or "green passes." Client is solely responsible for obtaining and verifying all necessary health documentation and testing for all travelers in their party.

33.2. Evolving Nature of Health Protocols: Client acknowledges that health protocols and government regulations regarding infectious diseases (including but not limited to COVID-19 and its variants) are subject to rapid and constant change. Client is responsible for ensuring compliance with all protocols—including masking, social distancing, and quarantine mandates—effective at the time of travel.

33.3. Testing and Medical Costs: If health testing or medical clearance is required, Client acknowledges that specific types of tests (e.g., PCR vs. Antigen) and specific timeframes for results may be mandated. All costs associated with testing, vaccinations, medical treatments, or mandatory quarantines are the sole financial responsibility of the Client.

33.4. ASSUMPTION OF RISK AND RELEASE: CLIENT IS AWARE AND UNDERSTANDS THAT TRAVELING DURING A PANDEMIC, EPIDEMIC, OR OUTBREAK OF ANY INFECTIOUS DISEASE IS A POTENTIALLY DANGEROUS ACTIVITY. TRAVEL INVOLVES THE RISK OF TRAVEL CHALLENGES, SUDDEN BORDER CLOSURES, QUARANTINE MANDATES, SERIOUS ILLNESS, INJURY, AND/OR DEATH.

CLIENT ACKNOWLEDGES THE CONTAGIOUS NATURE OF INFECTIOUS DISEASES AND THE RISK OF EXPOSURE OR INFECTION BY VISITING PUBLIC SPACES OR USING

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TRANSPORTATION. CLIENT AND THEIR TRAVELING PARTY ARE VOLUNTARILY PARTICIPATING IN TRAVEL WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED. Client hereby expressly waives and releases any and all claims, now known or hereafter known, against the Company, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "Releasees"), on account of travel challenges, cancellations, or closures, any losses due to non-compliance with health protocols or documentation requirements, or personal illness, injury, or death related to any infectious disease, pandemic, epidemic, or health-related emergency arising out of or attributable to traveling.

Client agrees not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. Client shall further defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, claims, penalties, fines, costs, or expenses of whatever kind—including reasonable attorney fees—resulting from any third party claim related to Client's exposure to infectious disease, failure to comply with health mandates, or disruptions caused by global or local health emergencies during travel.

34. Dispute Resolution, Governing Law & Venue

- **Governing Law:** This Agreement shall be governed by the laws of the State of Utah. The Parties agree that the exclusive venue for any permitted court action shall be the state or federal courts located in Salt Lake County, Utah.
- **Mandatory Arbitration:** Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in Salt Lake County Utah, rather than in court.
- **Waiver of Jury Trial: CLIENT HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL FOR ANY DISPUTE ARISING UNDER THIS AGREEMENT**

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Class Action Waiver: Client agrees that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

- **Attorney Fees:** If Client attempts to chargeback or reverse a payment, Company reserves the right to collect all associated costs, including attorney fees. In the event of any litigation or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses incurred, including but not limited to reasonable attorney fees, court costs, and arbitration filing fees.

35. Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect. The invalid provision shall be modified only to the extent necessary to make it enforceable while preserving the original intent of the Parties.

Section 36. Seller of Travel Disclosures

36.1. Agency Status. Solsun Travel, LLC is an independent affiliate of Archer Travel Services, Inc. All travel services are fulfilled through the registrations held by Archer Travel Services, Inc..

36.2. California Disclosure. Archer Travel Services, Inc. is a registered Seller of Travel in California, **CST #2001330-10**. Solsun Travel, LLC is a participant in the California Travel Consumer Restitution Fund (TCRF). Registration as a seller of travel does not constitute approval by the State of California. Transactions for travelers located outside of California are not covered by the TCRF.

36.3. Florida Disclosure. Archer Travel Services, Inc. is registered with the State of Florida as a Seller of Travel, **Registration No. ST-35395**.

36.4. Hawaii Disclosure. Archer Travel Services, Inc. is a registered Seller of Travel in Hawaii, **Registration No. TAR-6612**.

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36.5. Washington Disclosure. Archer Travel Services, Inc. is a registered Seller of Travel in Washington, **Registration No. 603352551**.